

RECORDED AUGUST 4, 1976 BK 216 PG 444 NO.690729 MARGARET LEWIS, COUNTY CLERK

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Elmer J. Mydland and wife, Suzanne L. Mydland; Mervin Jordan Mydland and wife, Susan Mydland; and Elmer Milton Mydland hereinafter designated "GRANTOR", whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid by SHELL OIL COMPANY, a Delaware corporation authorized to do business in Wyoming, whose address is P. O. Box 2099, Houston, Texas 77001, hereinafter designated "GRANTEE", receipt of which is hereby acknowledged, does hereby grant and convey unto GRANTEE, its successors and assigns, a permanent right-of-way and easement for railroad purposes over, upon, in and across the following described lands situated in Sheridan County, Wyoming, to wit:

Township 57 North - Range 83 West, 6th P.M.

Section 7: W/2 NE/4, N/2 SE/4, SE/4 SE/4

Section 8: W/2

together with the right of ingress and egress and the right, power and privilege of constructing, maintaining, altering, replacing, moving, removing, repairing, improving and using a railroad, together with all necessary bridges and other appurtenances, upon and across the above-described lands. The route of the right-of-way will be as indicated on the attached plat and a specific description thereof will be furnished to GRANTOR for approval at least sixty (60) days prior to commencement of operations for construction of the railroad.

GRANTEE, its successors, assigns, servants, agents, employees, licensees and invitees, shall have the full, free and exclusive right and privilege to travel upon, pass and repass

along, and use said railroad in any lawful manner, including the transportation of persons, materials, supplies and commodities, including coal.

To have and to hold unto GRANTEE, its successors and assigns, the right-of-way easement, rights and privileges herein granted and conveyed.

Upon commencement of operations for construction of a railroad hereunder, GRANTEE shall pay to GRANTOR the sum of (\$750.00) Seven Hundred Fifty - - - dollars for each acre or part thereof of the above-described lands to be included within the right-of-way and an additional sum of Two and 25/100 ***** dollars for each foot or part thereof of length of the right-of-way, which sums are the consideration for the Easement and Agreement, which payment shall be deposited with the The First National Bank of Sheridan, Sheridan Wyoming as Escrow Agent. GRANTEE may not commence construction of the railroad prior to making such payment, but shall have the right to enter upon the above-described lands at any time for purposes of inspection and survey, including the right to drill core holes in order to obtain soil samples. Nothing hereunder contained shall obligate GRANTEE to construct a railroad hereunder.

The terms and provisions hereof shall be binding upon the heirs, devisees, personal representatives, successors and assigns of the parties hereto, it being understood that GRANTEE may assign the right-of-way and easement and other rights herein granted without the consent of GRANTOR.

IN WITNESS WHEREOF, this instrument is duly signed as of the 18th day of August, 1975.

Elmer J. Mydland
Elmer J. Mydland

Suzanne L. Mydland
Suzanne L. Mydland

Elmer Milton Mydland
Elmer Milton Mydland

Mervin Jordan Mydland
Mervin Jordan Mydland

Susan Mydland
Susan Mydland

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS.

INDIVIDUAL ACKNOWLEDGMENT

I, William H. Porter, a Notary Public in and for said County and State, do hereby certify that Elmer J. Mydland and wife, Suzanne L. Mydland, to me personally known, and known to me to be the same person as described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that they executed and delivered the same as their free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand and official seal this 4 day of Sept, 1975.

My Commission Expires: Aug 5, 1978

William H. Porter
Notary Public in and for said County and State,
residing at Sheridan Wyo

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS.

INDIVIDUAL ACKNOWLEDGMENT

I, William H. Porter, a Notary Public in and for said County and State, do hereby certify that Elmer Milton Mydland, to me personally known, and known to me to be the same person as described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that he executed and delivered the same as his free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand and official seal this 4 day of Sept, 1975.

My Commission Expires: Aug 5, 1978

William H. Porter
Notary Public in and for said County and State,
residing at Sheridan Wyo

STATE OF WYOMING)
COUNTY OF Laramie) SS.

INDIVIDUAL ACKNOWLEDGMENT

I, Mary Osborn, a Notary Public in and for said County and State, do hereby certify that Mervin Jordan Mydland and wife, Susan Mydland, to me personally known, and known to me to be the same person as described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that they executed and delivered the same as their free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand and official seal this 9th day of September, 1975.

My Commission Expires: Aug 9, 1978

Mary Osborn
Notary Public in and for said County and State,
residing at Chapman Wyo



