

ASSIGNMENT, CONVEYANCE AND AGREEMENT

THIS ASSIGNMENT, CONVEYANCE AND AGREEMENT is made this 4th day of June, 1976, between WESTANA CORPORATION, a Montana corporation, hereinafter called Assignor, and BURLINGTON NORTHERN INC., a Delaware corporation, hereinafter called Assignee;

WITNESSETH: that for good and valuable consideration, the receipt hereof is acknowledged:

1. Assignor hereby grants, transfers, conveys, assigns and sets over unto Assignee, its successors and assigns forever, the Easements, Corrective Easements, and amendments thereto affecting lands situated in Sheridan County, Wyoming (hereinafter collectively called the premises), and more specifically described in paragraphs A through H of Exhibit A, attached hereto and incorporated herein by this reference, TOGETHER WITH all the estate, right, title and interest of the Assignor in and to each of the Easements, Corrective Easements, and amendments thereto described in paragraphs A through H of Exhibit A, attached hereto.

2. Assignor hereby further grants, transfers, conveys, assigns and sets over unto Assignee all of its estate, right, title and interest in all improvements, tenements, hereditaments, and appurtenances now located on or attached to the premises covered by the Easement Agreements, Corrective Easement Agreements, or amendments thereto.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns from the 4th day of June, 1976, SUBJECT, HOWEVER, to the following exceptions, reservations and obligations:

(a) All reservations and exceptions appearing in the U. S. patents, Easement Agreements, Corrective Easement Agreements, or amendments thereto affecting the premises described in paragraphs A through H of Exhibit A, hereto.

(b) All vested rights for easements and rights-of-way of whatever nature.

(c) The payments, covenants, conditions and provisions contained in the Easements, Corrective Easements, or amendments thereto described in paragraphs A through H of Exhibit A, hereto.

Assignor hereby covenants that it has full right, power and authority to grant, transfer, convey, assign and set over unto the Assignee all its estate, right, title and interest in and to the Easements, Corrective Easements, and amendments thereto, more specifically described in paragraphs A through H of Exhibit A, attached hereto and all improvements, tenements, hereditaments and appurtenances now located or attached to the premises.

Assignor further hereby covenants that all conditions necessary to keep the Easement Agreements, Corrective Easement Agreements, and amendments thereto described in Exhibit A in full force have been performed to date of this Assignment, and that all Easement Agreements, Corrective Easement Agreements, and amendments thereto are valid and existing and that no default by Assignor exists.

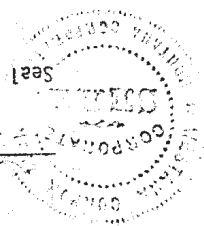
All of the covenants and agreements herein contained shall extend and be obligatory upon the successors and assigns of the parties, and by execution of this Agreement the Assignee assumes all of the obligations and duties of Assignor under the aforementioned Easement Agreements, Corrective Easement Agreements, and amendments thereto.

Executed this 4th day of June, 1976.

Attest:

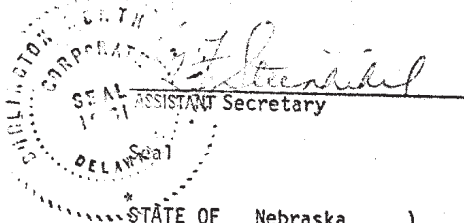
Secretary

Robert D. Wilson, President



Attest:

BURLINGTON NORTHERN INC.



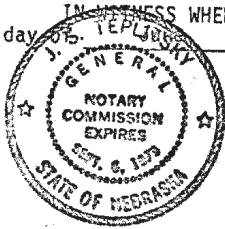
By: J. C. Kenady
Vice President

[Handwritten initials]

STATE OF Nebraska }
COUNTY OF Douglas } ss.

On this 4th day of June, 1976, before me, a Notary Public, duly qualified in said county, personally came Robert D. Wilson, President of Westana Corporation, known to me to be the identical person whose name is subscribed to the foregoing instrument and he acknowledged the execution thereof to be his voluntary act and deed under the authority of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th day of June, 1976.

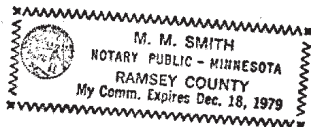


J. C. Kenady
Notary Public

STATE OF MINNESOTA }
COUNTY OF RAMSEY }

On this 4th day of June, 1976, before me, a Notary Public, duly qualified in said county, personally came J. C. KENADY, Vice President of Burlington Northern Inc., known to me to be the identical person whose name is subscribed to the foregoing instrument and he acknowledged the execution thereof to be his voluntary act and deed under the authority of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th day of June, 1976.



M. M. Smith
Notary Public

A. An Easement Agreement between Adam Goodman and Anna Goodman, husband and wife, c/o Henry A. Burgess and Mary H. Burgess, grantors, and Peter Kiewit Sons' Co., a Delaware corporation, grantee, executed on October 14, 1970 and recorded on May 3, 1971 in the Office of the Sheridan County Clerk and Ex-Officio Register of Deeds in Sheridan, Wyoming, in Book 181 of Deeds at pages 367 to 373; said Easement Agreement subsequently assigned from Peter Kiewit Sons' Co. to Decker Coal Company, a joint venture, on October 19, 1971 and recorded on December 6, 1971 in the above-mentioned office in Sheridan, Wyoming in Book 184 of Deeds at pages 558 and 559; said Easement Agreement subsequently assigned by Decker Coal Company to Westana Corporation, a Montana corporation, on September 11, 1975 and recorded on April 2, 1976 in the above-mentioned office in Sheridan, Wyoming in Book 214 of Deeds at pages 376 to 379; said Easement Agreement subsequently amended by an Amended Easement Agreement between Henry A. and Mary H. Burgess and Westana Corporation, executed on January 13, 1976 and recorded on May 4, 1976 in the above-mentioned office in Sheridan, Wyoming in Book 215 of Deeds at pages 42 to 49.

B. An Easement Agreement executed between Tuck Hape and Helen Hape, husband and wife, grantors, and Peter Kiewit Sons' Co., a Delaware corporation, grantee, on February 16, 1971, and recorded on May 3, 1971 in the Office of the Sheridan County Clerk and Ex-Officio Register of Deeds in Sheridan, Wyoming, in Book 181 of Deeds at pages 407 to 415; said Easement Agreement subsequently assigned by Peter Kiewit Sons' Co. to Decker Coal Company, a joint venture, on January 17, 1972, and recorded on January 18, 1972 in the above-mentioned office in Sheridan, Wyoming, in Book 185 of Deeds at pages 315 and 316; said Easement Agreement corrected by a Corrective Easement Agreement executed between Tuck Hape and Helen Hape, husband and wife, grantors, and Decker Coal Company, grantee, on August 16, 1972, and recorded on August 21, 1972 in the above-mentioned office in Sheridan, Wyoming in Book 188 of Deeds at pages 589 to 595; said Corrective Easement Agreement subsequently assigned by Decker Coal Company to Westana Corporation, a Montana corporation, on September 11, 1975 and recorded on April 2, 1976 in the above-mentioned office in Sheridan, Wyoming in Book 214 of Deeds at pages 376 to 379; said Corrective Easement Agreement subsequently amended by an Amended Corrective Easement Agreement between Tuck and Helen Hape and Westana Corporation, executed on January 5, 1976 and recorded on May 4, 1976 in the above-mentioned office in Sheridan, Wyoming in Book 215 of Deeds at pages 50 to 55.

C. An Easement Agreement executed between Minnie B. Hanson and Louise E. Peard, grantors, and Peter Kiewit Sons' Co., a Delaware corporation, grantee, on February 18, 1971, and recorded on May 3, 1971 in the Office of the Sheridan County Clerk and Ex-Officio Register of Deeds in Sheridan, Wyoming in Book 181 of Deeds at pages 425 to 433; said Easement Agreement subsequently assigned by Peter Kiewit Sons' Co. to Decker Coal Company, a joint venture, on October 19, 1971 and recorded on December 6, 1971 in the above-mentioned office in Sheridan, Wyoming in Book 184 of Deeds at pages 558 and 559; said Easement Agreement subsequently assigned by Decker Coal Company to Westana Corporation, a Montana corporation, on September 11, 1975 and recorded on April 2, 1976 in the above-mentioned office in Sheridan, Wyoming in Book 214 of Deeds at pages 376 to 379; said Easement Agreement subsequently amended by an Amended Easement Agreement between Carleton F. and Mary J. Perry, successors in interest of Peard and Hanson, and Westana Corporation, executed on January 5, 1976 and recorded on May 4, 1976 in the above-mentioned office in Sheridan, Wyoming in Book 215 of Deeds at pages 37 to 41.

✓ D. An Easement Agreement executed between Lyle W. Bentzen and Elizabeth M. Bentzen, Grantors, and Peter Kiewit Sons' Co., a Delaware corporation, Grantee, executed on March 24, 1971 and recorded on May 3, 1971 in the Office of the Sheridan County Clerk and Ex-Officio Register of Deeds in Sheridan, Wyoming in Book 181 of Deeds at pages 374 to 384; said Easement Agreement subsequently assigned from Peter Kiewit Sons' Co. to Decker Coal Company, a joint venture, on October 19, 1971 and recorded on December 6, 1971 in the above-mentioned office in Sheridan, Wyoming in Book 184 of Deeds at pages 558 and 559; said Easement Agreement subsequently assigned by Decker Coal Company to Westana Corporation, a Montana corporation, on September 11, 1975 and recorded on April 2, 1976 in the above-mentioned office in Sheridan, Wyoming in Book 214 of Deeds at pages 376 to 379; said Easement Agreement subsequently amended by an Amended Easement Agreement between Alton A. and Kay C. Scott, successors in interest of the Bentzens, and Westana Corporation executed on January 9, 1976 and recorded on May 4, 1976 in the above-mentioned office in Sheridan, Wyoming in Book 215 of Deeds at pages 61 to 67.

E. An Easement Agreement executed between Joseph Pilch and Anna Pilch, Grantors, and Peter Kiewit Sons' Co., a Delaware corporation, Grantee, on March 24, 1971 and recorded on May 3, 1971 in the Office of the Sheridan County Clerk and Ex-Officio Register of Deeds in Sheridan, Wyoming in Book 181 of Deeds at pages 385 to 396; said Easement Agreement subsequently assigned by Peter Kiewit Sons' Co. to Decker Coal Company, a joint venture, on December 1, 1971 and recorded on December 6, 1971 in the above-mentioned office in Sheridan, Wyoming in Book 184 of Deeds at pages 560 to 561; said Easement Agreement subsequently assigned by Decker Coal Company to Westana Corporation, a Montana corporation, on September 11, 1975 and recorded on April 2, 1976 in the above-mentioned office in Sheridan, Wyoming in Book 214 of Deeds at pages 376 to 379; said Easement Agreement subsequently amended by an Amended Easement Agreement between Joseph and Anna Pilch and Westana Corporation executed on January 20, 1976 and recorded on May 4, 1976 in the above-mentioned office in Sheridan, Wyoming in Book 215 of Deeds at pages 56 to 60.

F. An Easement Agreement between Jesse Gorman and Ferne W. Gorman, husband and wife, Grantors, and Peter Kiewit Sons' Co., a Delaware corporation, Grantee, executed on February 16, 1971 and recorded on May 3, 1971 in the Office of the Sheridan County Clerk and Ex-Officio Register of Deeds in Sheridan, Wyoming in Book 181 of Deeds at pages 416 to 424; said Easement Agreement subsequently assigned from Peter Kiewit Sons' Co. to Decker Coal Company, a joint venture, on October 19, 1971 and recorded on December 6, 1971 in the above-mentioned office in Sheridan, Wyoming in Book 184 of Deeds at pages 558 and 559; said Easement Agreement subsequently assigned by Decker Coal Company to Westana Corporation, a Montana corporation, on September 11, 1975 and recorded in the above-mentioned office in Sheridan, Wyoming in Book 214 of Deeds at pages 376 to 379.

G. An Easement Agreement executed between John and Edith Fern Trembath, husband and wife, Grantors, and Peter Kiewit Sons' Co., a Delaware corporation, Grantee, on February 19, 1971 and recorded on May 3, 1971 in the Office of the Sheridan County Clerk and Ex-Officio Register of Deeds in Sheridan, Wyoming in Book 181 of Deeds at pages 397 to 406; said Easement Agreement subsequently assigned by Peter Kiewit Sons' Co. to Decker Coal Company, a joint venture, on December 1, 1971 and recorded on December 6, 1971 in the above-mentioned office in Sheridan, Wyoming in Book 184 of Deeds at pages 562 to 563; said Easement Agreement subsequently assigned by Decker Coal Company to Westana Corporation, a Montana corporation, on

September 11, 1975 and recorded in the above-mentioned office in Sheridan, Wyoming in Book 214 of Deeds at pages 376 to 379; said Easement Agreement subsequently amended by an Amended Easement Agreement between Edith Fern Trembath, owner in fee simple as surviving tenant by the entirety, and Westana Corporation executed on December 30, 1975 and recorded on May 4, 1976 in the above-mentioned office in Sheridan, Wyoming in Book 215 of Deeds at pages 32 to 36.

H. An Easement Agreement executed between Pacific Power & Light Company, an Oregon corporation, grantor, and Westana Corporation, a Montana corporation, grantee, on May 7, 1976 and recorded on May 13, 1976 in the Office of the Sheriff in Sheridan County Clerk and Ex-Officio Register of Deeds in Sheridan, Wyoming in Book 215 of Deeds at pages 210 to 218.