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RECORDED MAY 5, 1971 BK 181 PG 472 NO 589008 B B HUME, COUNTY CLERK

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into this day by and between PACIFIC POWER & LIGHT COMPANY hereinafter referred to as "Grantor" and DECKER COAL COMPANY (a Joint Venture between Western Minerals, Inc., an Oregon corporation, and Wytana, Inc., a Delaware corporation), hereinafter referred to as "Company",

WITNESSETH:

I

That Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other valuable consideration, receipt of which is hereby acknowledged by Grantor, and subject to the covenants and agreements contained herein to be performed by the Company, does hereby grant to Company, its successors and assigns, a permanent easement and right of way for the construction, operation, maintenance and exclusive use of a private plant facility railroad or private plant facility roadway, or both, and all necessary or desirable appurtenances thereto, including but not limited to bridges, trestles, fences, cattle guards and crossings upon, over, within and across a strip of land of varying width, which is fully described in Exhibit "A" which is attached hereto and by reference incorporated herein and made a part hereof, the location of said right of way being as shown on the plat marked Exhibit "B" attached hereto and by reference incorporated herein and made a part hereof, said right of way embracing

41.10 acres, more or less.

II.

It is agreed that Company shall have the right to use and occupy said strip of land as follows:

- (a) To construct, reconstruct, maintain and operate and remove such railroad.
- (b) To clear and keep the same free and clear of any brush, trees, timber and structures.
- (c) To clear away now and in the future, all trees growing immediately outside of said right of way but which overhang the right of way and which may endanger the use thereof by Company.

III.

As part of the consideration of the granting of this Easement by the Grantor to "Company", the Company expressly agrees as follows:

- (a) To fence the right of way (prior to the commencement of construction where cattle currently are adjacent to railroad right of way) with a fence to consist, at the election of the Grantor, either of 32" woven wire with three strands of barbed wire at the top 4" apart, or with five strands of barbed wire, said fences to be constructed to meet the specifications of the Wyoming Highway Department used in connection with rights of way and roadway along Interstate Routes. All fences shall be maintained by the Company.
- (b) To construct and maintain, at the expense of the Company, livestock underpasses at agreed upon locations, all as more specifically indicated on the railroad construction plans which, by reference, are made a part hereof.
- (c) To provide, at the expense of the Company, a plank crossing of any railroad track construction on said right of way, with

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gravel or shale approaches and suitable for crossing of the right of way by livestock and vehicular traffic, all as more particularly described on the railroad construction plans, said crossing to be available at all times for Grantor's use and enjoyment. Such use and enjoyment shall not, however, interfere unreasonably with Company's use of said right of way. Said crossings and approaches shall at all times be maintained in good order and condition by the Company at Company's expense.

- (d) To provide such drainage as may be reasonably required by reason of the construction of said railroad or other embankment upon said right of way. Also to provide the necessary drainage so that no wash out will result by reason of an insufficient number of drain pipes.
- (e) To install, at the written request of the Grantor, acceptable cattle guards on both sides of any railroad crossing, said cattle guards to be constructed and maintained, and kept clean and serviceable by the Company.
- (f) To cause the right of way area to be seeded to pasture grasses (if requested by adjoining landowners) where said area is not actually used for trackage, bridges or trestles, and cut or fill areas.
- (g) To timely and seasonably burn, as a fire-guard, grass and vegetation growing upon said right of way, running parallel with the line of said railroad, said right of way shall be burned in such good and workmanlike manner as to prevent said fire from spreading to lands adjacent to said right of way.
- (h) To furnish all materials and labor and equipment required to spray the right of way for noxious weeds and thus prevent the weeds from spreading from said right of way area to the adjacent feed lands of Grantor.

IV.

It is further understood that this agreement

Agreement shall be subject to the following additional terms and conditions:

- (a) That said right of way shall be private in nature and shall be used only by the "Company" and its business invitees, assigns and successors in interest, and shall not be used by the general public.
- (b) That no firearms shall be carried on the right of way and no hunting permitted therefrom.
- (c) That the Company shall have access to said railroad only by way of said right of way or existing county roads unless the Company negotiates an agreement with the Grantor.

V.

That if, during construction, the Company requires the use of adjacent lands, the Company shall take such measures (including temporary fencing) as are necessary to exclude livestock on Grantor's lands from the construction area and shall make provision for access by Grantor (including livestock and/or vehicles) across said construction area at all times reasonably consistent with construction operations. Company shall pay to Grantor, reasonable compensation for any damage caused by Company, or its agents, on said adjacent lands arising out of such construction, reconstruction, operation, maintenance and replacement of said railroad tracks. It is understood that if the Company requires the use of adjacent lands during construction, that the Company shall enter into a written agreement with the Grantor relative to such use prior to commencing construction.

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VI.

Company assumes full responsibility for the payment of any and all property taxes levied upon the land of

Grantor covered by this Easement Agreement, and any improvements or facilities placed thereon by Company.

VII.

The Grantor covenants and warrants that Grantor is the owner of the premises covered by this right of way and has the right to grant said easement and right of way. In the event the Company desires any proof of ownership, the Grantor agrees to deliver to the Company, an abstract or abstracts of title, extended to the approximate date hereof, reflecting good and merchantable title to said real property in the Company, for examination purposes. The Company shall pay all reasonable and necessary costs of said abstracting and shall return said abstracts to the Grantor or Grantor's counsel within an agreed upon period of time.

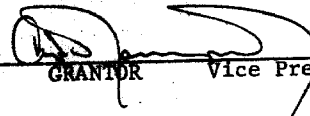
VIII.

In the event there shall be any lien or encumbrance upon the property covered by this right of way, and the Company desires to subordinate said lien or encumbrance to this right of way, then the Grantor agrees to cooperate with the Company in obtaining such subordination agreement, but the Company shall be fully responsible for all costs incurred.

the benefit of the heirs, executors, administrators, assigns
and successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have
executed this agreement this 30th day of April, 1971.

PACIFIC POWER & LIGHT COMPANY


GRANTOR Vice President

DECKER COAL COMPANY

By 
General Manager

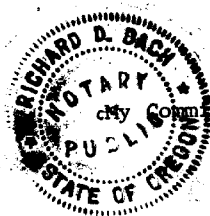
GRANTEE

STATE OF OREGON)
 ; ss.
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before
me this 30th day of April, 1971, by C. P. Davenport, a
Vice President of Pacific Power & Light Company.

Witness my hand and official seal.


NOTARY PUBLIC



My Commission expires: April 23, 1973

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STATE OF WYOMING)
 : ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before
me this 5th day of May , 1971, by George A. Nugent
General Manager of DECKER COAL COMPANY.

Witness my hand and official seal.

Emile E. Synhorst
NOTARY PUBLIC



Commission expires: June 9, 1973

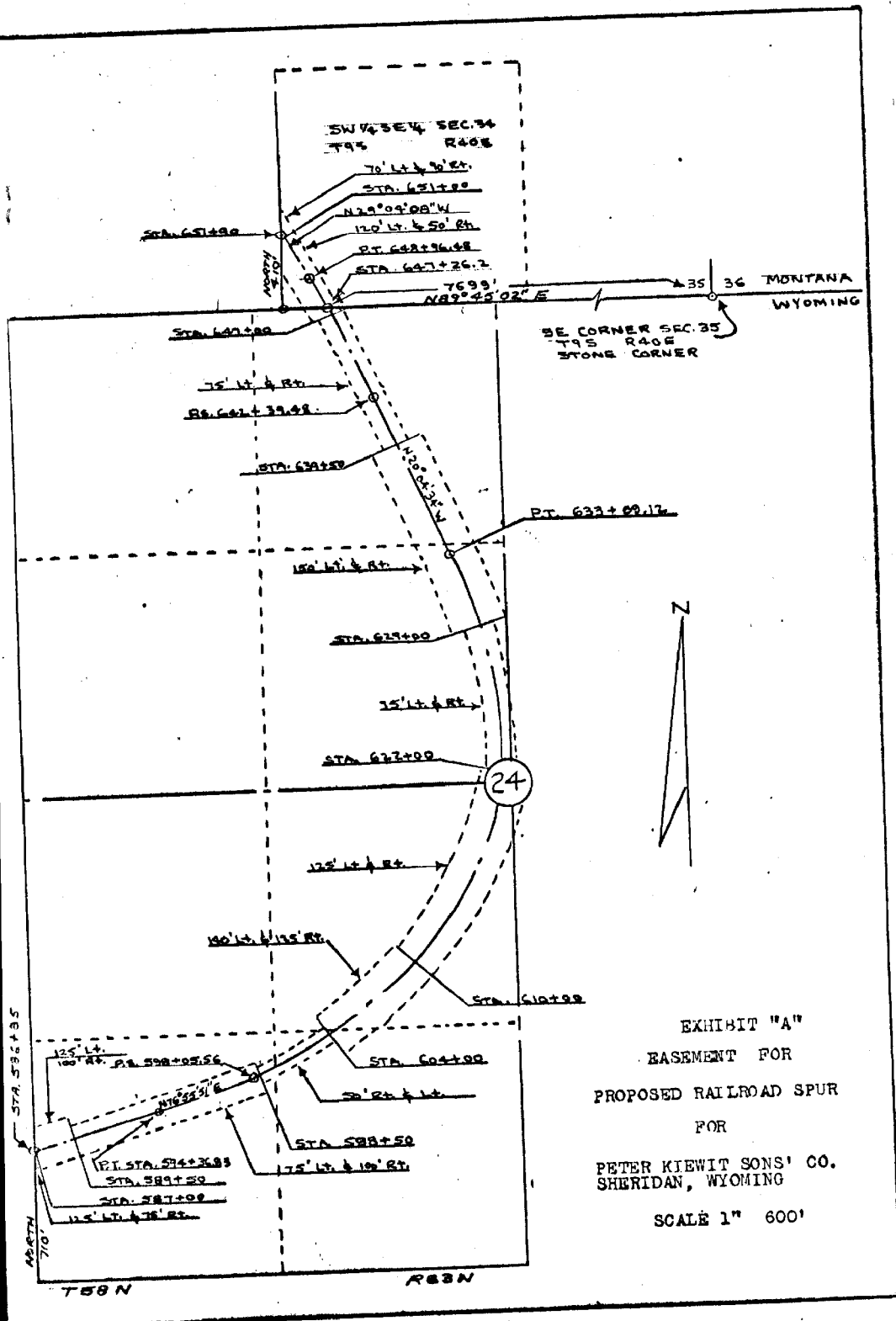
PACIFIC POWER AND LIGHT COMPANY

All that portion of Section 24, T38N, R83W, Sheridan County, Wyoming, lying between parallel right of way lines 200 feet apart, being 125 feet to the left and 75 feet to the right when measured at right angles or radially to the following described survey line of railroad:

Beginning at a point on the west boundary of Section 24, said point being located North, 710 Feet from the Southwest (SW) corner of said Section 24, said point also being Station 586+85 of said survey line; thence along a 2°00' circular curve to the right with a radius of 2864.82 feet through a central angle of $84^{\circ}02'19''$, a distance of 15 feet to Station 587+00 of said survey; thence along said curve with parallel right of way lines 225 feet apart, being 125 feet left and 100 feet right, a distance of 250 feet to Station 589+50 of said survey; thence along said curve with parallel right of way lines 175 Feet apart, being 75 feet left and 100 feet right, a distance of 486.83 Feet to Station 594+36.83 of said survey, the point of ending of said curve; thence with parallel right of way lines 175 Feet apart, being 75 Feet left and 100 Feet right, $N76^{\circ}55'51''E$, A distance of 368.73 Feet to Station 598+05.56 of said survey, the point of beginning of a 3°00' Circular Curve to the left with a radius of 1909.88; thence along said curve with a central angle of $97^{\circ}00'25''$ with parallel right of way lines 175 Feet apart, being 75 feet left and 100 feet right, a distance of 44.44 Feet to Station 598+50 of said survey; thence along said curve with parallel right of way lines 100 Feet apart, being 50 Feet each side, a distance of 550 feet to Station 604+00 of said survey; thence along said curve with parallel right of way lines 265 feet apart, being 140 feet left and 125 Feet Right, a distance of 600 feet to Station 610+00 of said survey line; thence along said curve with parallel right of way lines 250 Feet apart, being 125 Feet left and 125 Feet Right, a distance of 1200 feet to Station 622+00 of said survey; thence along said curve with parallel right of way lines 150 Feet apart, being 75 feet on each side, a distance of 700 Feet to Station 629+00 of said survey line; thence along said curve with parallel right of way lines 300 Feet apart, being 150 Feet left and 150 Feet Right, a distance of 469.12 Feet to Station 633+69.12 of said survey, the point of ending of said curve; thence with parallel right of way lines 300 Feet apart, being 150 Feet each side, $N20^{\circ}04'34''W$, a distance of 580.88 Feet to Station 639+50 of said survey

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line; thence with parallel right of way lines 150 Feet apart being 75 Feet on each side, $N20^{\circ}04'34''W$, a distance of 289.48 Feet to Station 642+39.48 of said survey line, the point of beginning of a 2⁰⁰ Circular Curve to the left with a radius of 2864.82 Feet; thence along said curve with a central angle of $9^{\circ}00'$ with parallel right of way line 150 feet apart, being 75 feet on each side, a distance of 460.52 Feet to Station 647+00 of said survey line; thence along said curve with parallel right of way 170 Feet apart, being 120 Feet left and 50 Feet right, a distance of 196.48 Feet to Station 648+96.48 of said survey line, the point of ending of said curve; thence with parallel right of way 170 Feet apart, being 120 Feet to the left and 50 Feet to the right, $N29^{\circ}04'08''W$, a distance of 203.52 Feet to Station 651+00 of said survey line; thence with parallel right of way line 160 Feet apart, being 70 Feet to the left and 90 Feet to the right, $N29^{\circ}04'08''W$, a distance of 90 feet to Station 651+90 of said survey line, said point being located North, 410 feet from the South one-quarter ($\frac{1}{4}$) corner of Section 34, T9S, R40E. Said Tract contains 30.9 Acres, more or less.



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