

RECORDED MAY 3, 1971 BK 181 PG 397 NO 588798 B B HUME, COUNTY CLERK

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into this day by and between JOHN and EDITH FERN. TREMBATH, husband and wife, \_\_\_\_\_ hereinafter referred to as "Grantor" and PETER KIEWIT SONS' CO., a 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

49.57 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

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 Easement

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.

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.

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 easement, 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 therein.

IX.

This agreement shall be binding upon and inure to

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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 19 day of February, 1971.

John Trembath

Edith Fern Trembath  
GRANTOR

PETER KIEWIT SONS' COMPANY, a  
Corporation

By Homer A. Scott  
Homer A. Scott  
Vice-President

GRANTEE

STATE OF WYOMING )  
: ss.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me  
this 19 day of February, 1971, by JOHN TREMBATH and  
EDITH FERN TREMBATH, husband and wife.

Witness my hand and official seal.



William A. Radley  
NOTARY PUBLIC

Commission expires: 3-24-74

STATE OF WYOMING     )  
                              : ss.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before  
me this 27th day of February, 1971, by HOMER A. SCOTT, Vice-  
President of PETER KIEWIT SONS' CO., a Corporation.

Witness my hand and official seal.



Eunice E. Lynhorst  
NOTARY PUBLIC

My Commission expires: June 9, 1973

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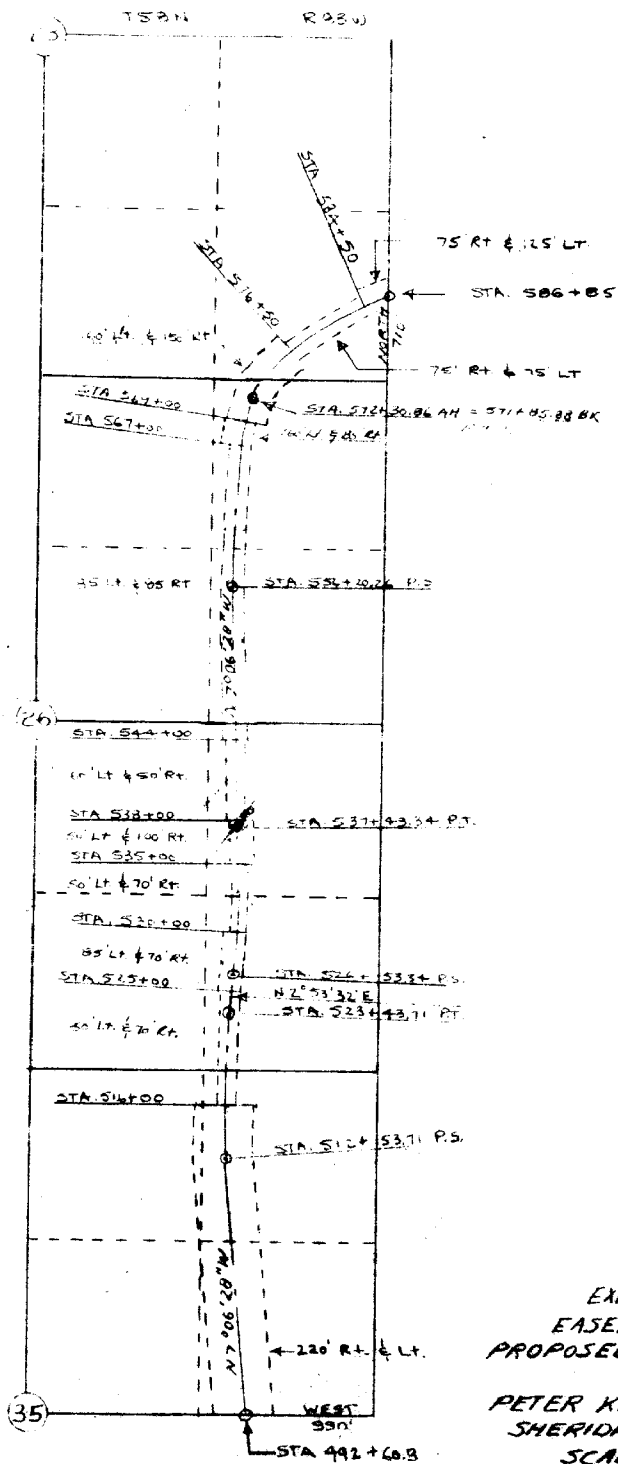


EXHIBIT "A"  
EASEMENTS FOR  
PROPOSED RAILROAD SPUR  
FOR  
PETER KIEWIT SONS CO.  
SHERIDAN, WYOMING  
SCALE 1"=1000'



JOHN AND EDITH FERN TREMBATH

All that portion of the  $E\frac{1}{4}NE\frac{1}{4}$  of Section 35,  $E\frac{1}{2}$  of Section 26 and  $SE\frac{1}{4}SE\frac{1}{4}$  of Section 23, T58N, R83W, Sheridan County, Wyoming, lying between parallel right of way lines 440 feet apart, being 220 feet on each side when measured at right angles or radially to the following described survey line of railroad:

Beginning at a point on the south boundary of the  $SE\frac{1}{4}NE\frac{1}{4}$  of said Section 35, said point being located 990 feet west of the East one-quarter corner of said Section 35, said point also being Station 492+60.3 of said survey line; thence  $N7^{\circ}06'28''W$ , 1993.41 feet to Station 512+53.71 of said survey line, the point of beginning of a  $1^{\circ}00'$  circular curve to the right the radius of which is 5729.65 feet; thence along said curve with a central angle of  $10^{\circ}$  with parallel right of way lines 440 feet apart, being 220 feet left and 220 feet right, a distance of 346.29 feet to Station 516+00 of said survey line; thence continuing along said curve with parallel right of way lines 120 feet apart, being 50 feet to the left and 70 feet to the right, a distance of 743.71 to Station 523+43.71, the point of ending of said curve; thence with parallel right of way lines 120 feet apart, being 50 feet left and 70 feet right,  $N2^{\circ}53'32''E$ , a distance of 156.29 feet to Station 525+00 of said survey line; thence with parallel right of way lines 155 feet apart, being 85 feet left and 70 feet right,  $N2^{\circ}53'32''E$ , a distance of 153.34 feet to Station 526+53.34 of said survey line, the point of beginning of a  $1^{\circ}00'$  circular curve to the left, the radius of which is 5729.65 feet; thence along said curve with a central angle of  $10^{\circ}$ , with parallel right of way lines 155 feet apart, being 85 feet left and 70 feet right, a distance of 346.66 feet to Station 530+00 of said survey line; thence along said curve with parallel right of way lines 120 feet apart, being 50 feet left and 70 feet right, a distance of 500 feet to Station 535+00 of said survey line; thence along said curve with parallel right of way lines 150 feet apart, being 50 feet left and 100 feet right, a distance of 243.34 feet to Station 537+43.34 of said survey line, the point of ending of said curve; thence with parallel right of way lines 150 feet apart, being 50 feet left and 100 feet right,  $N7^{\circ}06'28''W$ , a distance of 56.66 feet to Station 538+00 of said survey line; thence with parallel right of way lines 110 feet apart, being 60 feet left and 50 feet right,  $N7^{\circ}06'28''W$ , a distance of 600 feet to Station 544+00 of said survey line; thence with parallel right of way lines 170 feet apart, being 85 feet left and 85 feet right,  $N7^{\circ}06'28''W$ , a distance of 1220.26 feet to Station 556+20.26 of said survey line, the point of beginning of a  $3^{\circ}00'$  circular curve to the right, the radius of which is 1909.88 feet; thence along said curve with a central angle of  $84^{\circ}02'19''$ , with parallel right of way lines 170 feet apart, being 85 feet right and 85 feet left, a distance of 1079.74 to Station 567+00 of said survey line; thence along said curve with parallel right of way lines 245 feet apart, being 160 feet left and 85 feet right, a distance of 200 feet to Station 569+00 of said survey line; thence along said curve with parallel right of way lines 310 feet apart, being 160 feet left and 150 feet right, a distance of 285.88 feet to Station equation  $572+30.86AH=571+85.88BK$ , the mid-point of said curve; thence along said curve with parallel right of way lines

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310 feet apart, being 160 feet left and 150 feet right, a distance of 419.14 feet to Station 576+50 of said survey line; thence along said curve with parallel right of way lines 150 feet apart, being 75 feet to the right and 75 feet to the left, a distance of 800 feet to Station 584+50 of said survey line; thence along said curve with parallel right of way lines 200 feet apart, being 75 feet right and 125 feet left, a distance of 235 feet to Station 586+85 of said survey line, said point also being located on the east boundary of said section 23 and also being located north, 710 feet from the Southeast corner of said section 23. Said tract contains 49.57 acres, more or less.