

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into this
THE
day by and between/KEMMERER COAL CO., a Wyoming Corporation,
hereinafter called Grantor, and ROBERT W. ANDERSON and
SIGNORA V. ANDERSON, husband and wife, of Sheridan County,
Wyoming, hereinafter called Grantees;

WITNESSETH, THAT:

WHEREAS, the Grantor is the owner of certain
lands situate in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 57
North, Range 85 West, 6th Principal Meridian, lying North-
easterly of the Chicago, Burlington & Quincy Railroad
Right of Way, and South of Interstate Highway I-90, and

WHEREAS, the Grantees are the owners of a tract
of land situate Easterly and Southeasterly of the Kooi
Spur in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section
23, Township 57 North, Range 85 West of the 6th Principal
Meridian, Sheridan County, Wyoming, and

WHEREAS, the Grantees desire a right of way
across the lands of Grantor to permit Grantees, their
agents, heirs, successors and assigns to have ingress and
egrees from Interstate I-90 Highway across a portion of
the lands owned by Grantor, and the Parties wish to reduce
to writing, their understandings and agreements.

NOW, THEREFORE, IT IS HEREBY AGREED by and
between the Parties hereto as follows:

I.

The Grantor, for and in consideration of the sum of One Hundred Twenty-five Dollars (\$125.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the Grantees and to their heirs, successors and assigns, an easement and right of way across the following described tract of land owned by Grantor in Sheridan County, Wyoming, to-wit:

A twenty-five foot (25 foot) wide strip of land situate in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 57 North, Range 85 West of the 6th P.M., Sheridan County, Wyoming, the center line of which right of way is described as follows:

Beginning at a point on the Northerly right of way of the Chicago, Burlington & Quincy Railroad, said point being located approximately 900 feet North and 12.5 feet West of the Southeast corner of said Section 14; thence North parallel to the East line of said Section 14, a distance of 407.5 feet to a point; said point being also located 12.5 feet South of the Southerly right of way of I-90 Highway; thence parallel to said right of way in a Northwesterly direction a distance of 94 feet, more or less.

II.

IT IS UNDERSTOOD that in addition to the cash consideration being paid by Grantees to Grantor, Grantees further agree as follows:

- (1) That all ditch and irrigation structures which will be affected by said right of way, will be relocated at the expense of Grantees.
- (2) That said right of way shall be fenced with a legal fence at the expense of Grantees and the Grantees shall maintain said fence so long as said right of way is used.

- (3) Grantees agree that so long as said right of way is used by Grantees, their heirs, successors and assigns, the bridge located over the Kooi Spur in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 14, shall be maintained sufficient in size at all times to take care of run off water.

III.

IT IS FURTHER AGREED between the Parties that the Grantees shall pay all expenses incurred in the construction and maintenance of said right of way, and that Grantor shall have no expense in connection therewith.

IV.

This easement and the covenants herein contained, shall be construed as an easement and right of way running with the land for the private use and benefit of Grantees, their heirs, successors in interest and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 12th day of October, 1937.

THE KEMMERER COAL CO., a Wyoming Corporation

By [Signature]
President

Attest:

[Signature]
Secretary

GRANTOR

[Signature] [Signature]
GRANTEES

STATE OF WYOMING)
) SS
COUNTY OF LINCOLN)

On this 12th day of October, 1967, before me appeared G. E. SORENSEN, to me personally known, who, being by me duly sworn, did say that he is the President of THE KEMMERER COAL CO., a Wyoming Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Glenn Sorensen acknowledged said instrument to be the free act and deed of said Corporation.



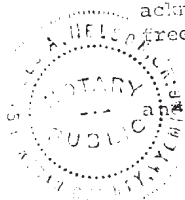
Given under my hand and notarial seal this 12th day of October, 1967.

G. E. Sorensen
Notary Public

My Commission expires: February 14, 1968

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

On this 2 day of October, 1967, before me personally appeared ROBERT W. ANDERSON and SIGNORA V. ANDERSON, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free act and deed.



Given under my hand and Notarial seal the day and year in this Certificate first above written.

A. Nelson
Notary Public

My Commission expires: Oct 11 1968