

015

RECORDED MAY 3, 1971 BK 181 PG 385 NO 588797 B B HUME, COUNTY CLERK
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made and entered into
this day by and between Joseph Pilch and Anna Pilch
_____ 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

385

45.60 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

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 24th day of ~~February~~^{March}, 1971.

Joseph Pilch
Anna Pilch
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 24th day of ~~February~~^{March}, 1971, by Joseph Pilch and
Anna Pilch,

Witness my hand and official seal.



Robert E. Holsted
NOTARY PUBLIC

My Commission expires: May 25, 1971

STATE OF WYOMING)
 : ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before
me this 30th day of ~~February~~^{March}, 1971, by HOMER A. SCOTT, Vice-
President of PETER KIEWIT SONS' CO., a Corporation.

Witness my hand and official seal.



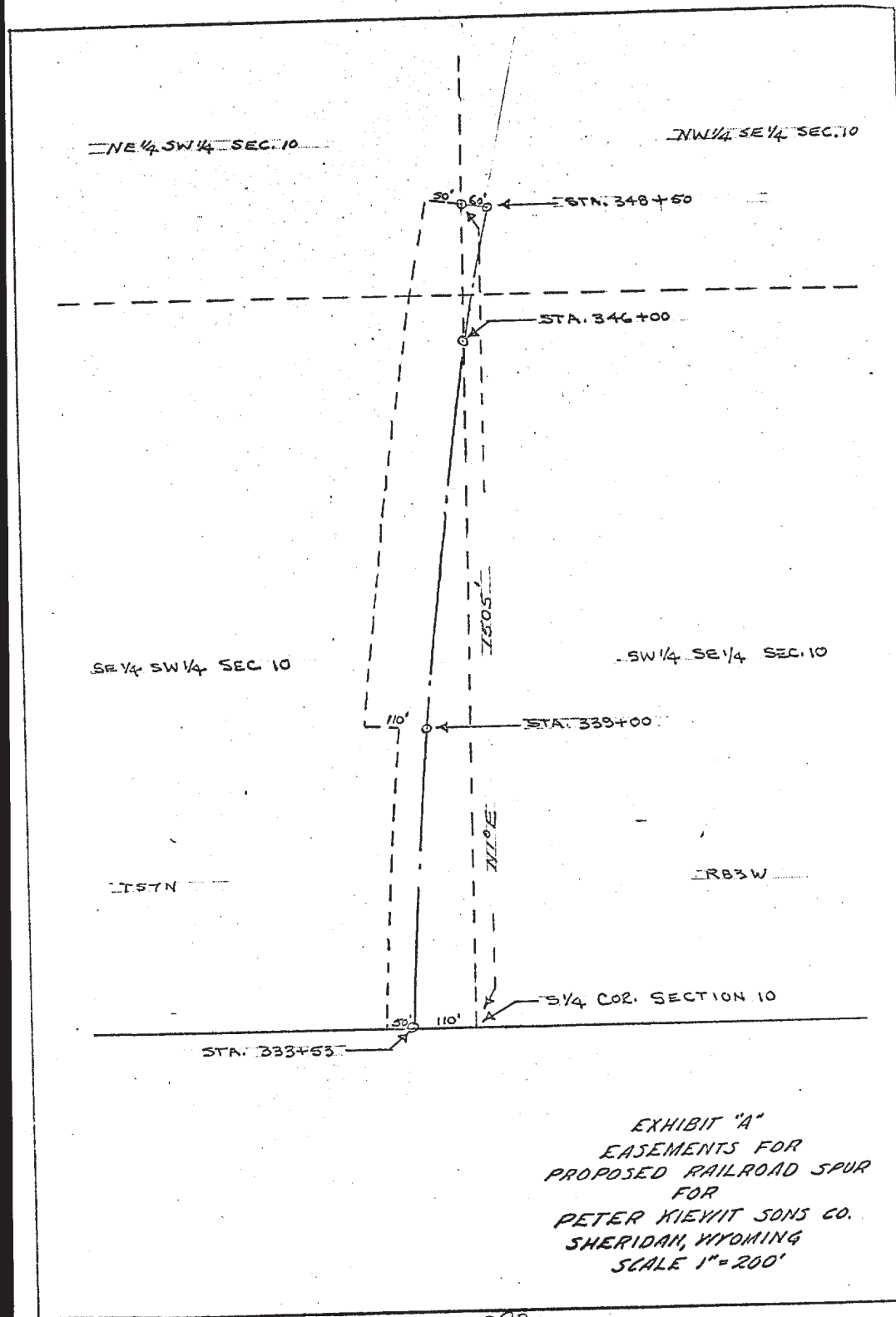
Eunice E. Syme
NOTARY PUBLIC

Commission expires: June 9, 1973

JOSEPH AND ANNA PILCH

A tract of land situated in the E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 10, T57N, R83W, Sheridan County, Wyoming, more generally described as follows:

Beginning at the South one-quarter corner (S $\frac{1}{4}$) of said Section 10; thence West 160 Feet to a point, said point also being located 50 Feet left of Station 333+53 of the centerline of a proposed railroad; thence along A 1° 00' Circular curve to the right the radius of which is 5729.85 Feet, along said curve through a Central Angle of 18° 00', A distance of 547 Feet more or less to a point located 50 Feet left of Station 339+00 of said railroad centerline; thence to a point 110 Feet left of said Station 339+00; thence along said curve to a point located 110 Feet left of Station 348+50 of said railroad centerline; thence to a point located 60 Feet left of said Station 348+50, said point also being located N1°E, 1505 Feet from the South one-quarter corner of said Section 10; thence S1°W, 1505 Feet to the point of beginning. Said Tract contains 4.9 Acres, more or less



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JOSEPH AND ANNA PILCH

All that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2 all in T57N - R83W. S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35 - T58N - R83W, Sheridan County, Wyoming, lying between parallel right of way lines 180 Feet apart, being 90 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 said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 3, said point being Station 404+40.8 of said survey line, said point also being located N33°25'W, 1546 Feet from the Southeast corner of said Section 3; thence along a 1°00' Circular curve to the right with a radius of 5729.85 Feet, through a central angle of 31°30' A distance of 259.2 Feet to Station 407+00 of said survey line; thence with parallel right of way lines 100 feet apart, being 50 feet each side when measured at right angles or radially along said curve 400 Feet to Station 411+00 of said survey line; thence with parallel right of way lines 300 Feet apart, being 150 Feet each side when measured at right angles or radially, along said curve 905.19 Feet to Station 420+05.19 of said survey line point of ending of said curve; thence with said parallel right of way lines 300 Feet apart N48°01'50"E, 194.81 Feet to Station 422+00 of said survey line; thence with parallel right of way lines 150 Feet apart, being 75 Feet each side, N48°01'50"E, 950 Feet to Station 431+50 of said Survey line; thence along said parallel right of way lines 220 Feet apart, being 110 Feet each side, N48°01'50"E, 1250 Feet to Station 444+00 of said survey line; thence along said parallel right of way lines 150 feet apart, being 75 feet on each side, N48°01'50"E, 900 Feet to Station 453+00 of said survey line; thence with said parallel right of way lines 175 Feet apart, being 75 Feet to the right and 100 Feet to the left, N48°01'50" E, 1200 Feet to Station 465+00 of said survey line; thence along said parallel right of way lines 200 feet apart, being 100 feet each side, N48°01'50"E, 245.4 Feet to Station 467+45.4 of said survey line, point of beginning of a circular curve; thence continuing with said parallel right of way lines 200 Feet apart along a 3°00' Circular curve to the left with a radius of 1909.88 Feet, with a central angle of 55°07'33", a distance of 604.6 Feet to Station 473+50 of said survey line; thence along said curve with parallel right of way lines 175 feet apart, being 75 feet right and 100 feet left, 550 feet to Station 479+00 of said survey line; thence along said curve with parallel right of way lines 100 feet apart, being 50 feet each side, 800 feet to Station 487+00 of said survey line; thence along said curve with parallel right of way lines 440 Feet apart, being 220 feet each side, 212.93 feet to Station 489+12.93, point of ending of said curve; thence N7°06'28"W, 347.37 Feet

to Station 492+60.3 of said survey line, said point also being located West, 990 Feet from the east one-quarter corner of said Section 35. Said Tract contains 40.7 Acres, more or less.

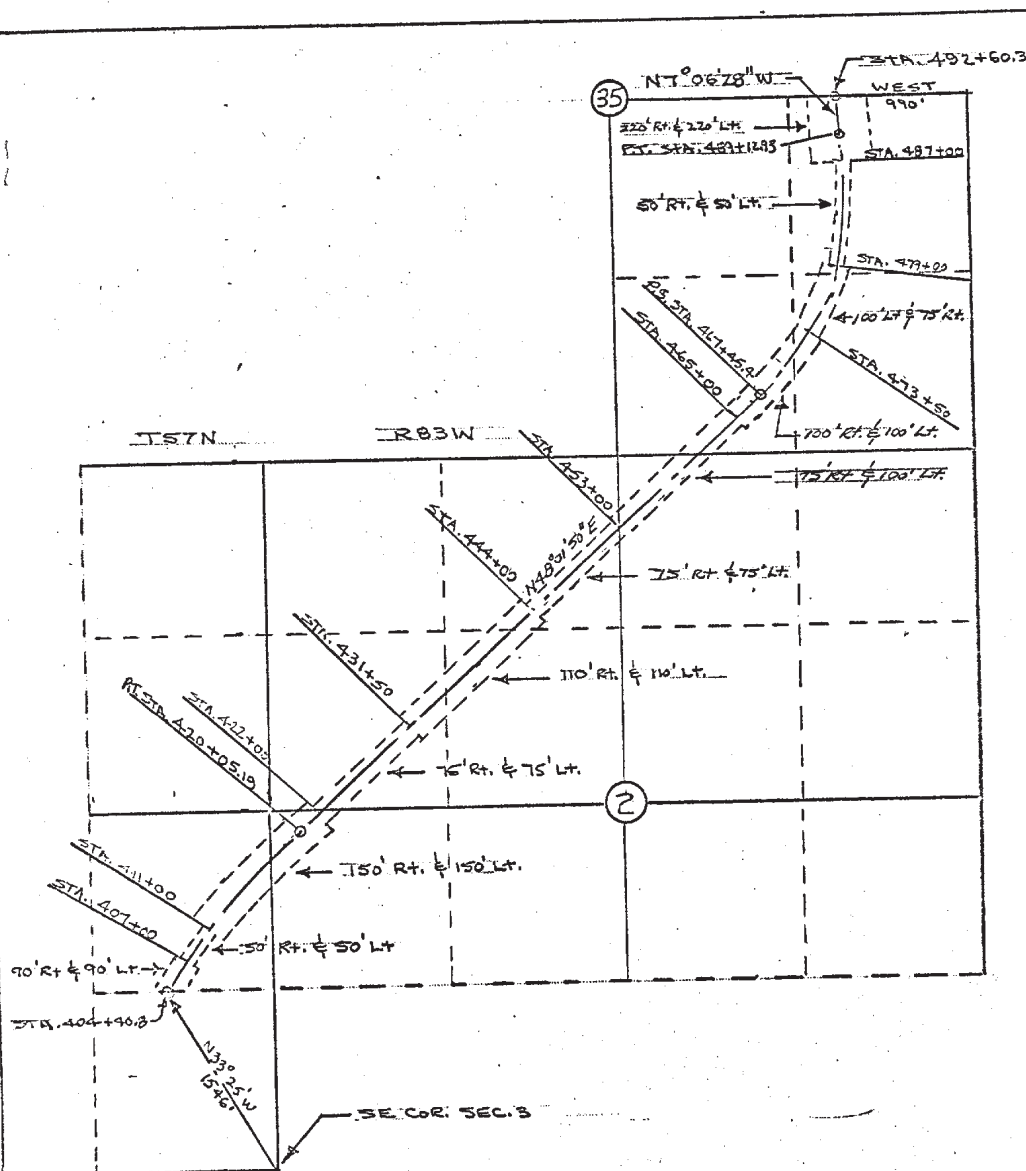


EXHIBIT "A"
 EASEMENTS FOR
 PROPOSED RAILROAD SPUR
 FOR
 PETER KIEWIT SONS CO.
 SHERIDAN, WYOMING
 SCALE 1"=1000'