WARRANTY DEED RECORD NO. 52

THE NILLE COMPANY, SHERIDAN 58654

STATE OF WYOMING,)
: ss
County of Sheridan.)

On this 26th day of January, 1942, before me appeared THOS. W. HUGHES, to me personally known, who, being by me duly sworn, did say that he is president of SHERIDAN COUNTY ELECTRIC COMPANY, a corporation; that the seal affixed to the foregoing 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 the said THOS. W. HUGHES acknowledge said instrument to be the free act and deed of said corporation.

GIVEN under my hand and Notarial Seal the day and the year in this certificate first above written.

(S E A L)

Edna Sampson
Notary Public

My Commission expires October 18, 1944.

EASEMENT AGREEMENT
SHERIDAN WYOMING COAL CO.,INC.
TO
SHERIDAN COUNTY ELECTRIC CO.
FILED 9/00 A. M.
JANUARY 30, 1942
NO. 245857

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of June, 1941, by and between SHERIDAN-WYOMING COAL COMPANY, INC., a corporation, hereinafter referred to as Grantor, and the SHERIDAN COUNTY ELECTRIC COMPANY, a corporation, hereinafter referred to as Licensee, both doing business in Sheridan County, State of Wyoming,

WITNESSETH:

1. That for and in consideration of the sum of One Dollar ($1.00) in hand paid by the Licensee to the Grantor, the receipt whereof is hereby acknowledged, the Grantor hereby grants to the Licensee, upon the conditions and for the term hereinafter stated, a license to maintain and operate the electric transmission and distribution lines, together with the wires, guy wires, anchors, braces and other appurtenances necessary to the operation of the same, now located upon parts of the real estate hereinafter described, and also the right to construct, maintain and operate other electric transmission and distribution lines, together with wires, poles or towers, guy wires, anchors, braces and other appurtenances as may be necessary for the proper operation of its electric power and transmission business, upon and across the following described lands situate in Sheridan County, State of Wyoming, also upon and across highways and county roads which may pass through said lands, to-wit:

SURFACE LANDS BELONGING TO SHERIDAN-WYOMING COAL COMPANY, INC.

Description	Section	Township		Range	
SW¼SW¼	30	57	North	83	West
W½ of W½	31	57	"	83	"
West ½ and NW¼ of NE¼	14	56	"	84	"
E½ - lying East of C.B.& Q. Right-of-way	10	56	"	84	"
All of	11	56	"	84	"
SE¼ of SE¼ and that part of NW¼ lying East of Big Goose Creek	3	56	"	84	"
That part NE¼ of NE¼ lying east of Big Goose Creek	4	56	"	84	"
S½ of SW¼ and SE¼ of SE¼	2	56	"	84	"
E½ of NW¼	1	56	"	84	"
East ½	33	57	"	84	"
All of	34	57	"	84	"
All of					

SHERIDAN COUNTY, WYOMING

Description	Section	Township		Range	
All of (except small tract owned by Geo. Kuzara in SW¼ of SW¼ and small tract in SW¼ of NW¼ owned by U.M.W. of A.)	27	57	North	84	West
S½ of S½	26	57	"	84	"
S½ of S½	25	57	"	84	"
All of	22	57	"	84	"
W½, W½ of SE¼, that part of E½ of SE¼ lying south of Tongue River	15	57	"	84	"
W½ of NE¼ and NE¼ of NE¼	14	57	"	84	"
That part of SW¼ of SW¼ lying south of Tongue River	10	57	"	84	"
NE¼ and SW¼	3	57	"	84	"
S½ of SW¼ and SW¼ of SE¼	9	57	"	84	"
E½, SW¼ and SW¼ of NW¼	21	57	"	84	"
All of (except a few lots of Model Townsite)	8	57	"	84	"
South ½	17	57	"	84	"
All of	20	57	"	84	"
N½, N½SE¼, SE¼ of SE¼ and W½SW¼	29	57	"	84	"
W½ of W½	7	57	"	84	"
E½ of SE¼	18	57	"	84	"
All of Sec. except SW¼ of SW¼	19	57	"	84	"
All of Sec. 19 lying south of Tongue River	30	57	"	84	"
All of	12	57	"	85	"
SW¼ of SW¼	13	57	"	85	"
All land lying North of State Highway, except the NE¼NW¼ and N½NE¼, in	24	57	"	85	"
All of Sec. 24 lying South of Tonge River except E½ of SW¼ and except about 3½ acres in NE¼ of SE¼	25	57	"	85	"
NE¼, N½ of SW¼, and W½ of NW¼	11	57	"	85	"
SE¼ of SE¼	14	57	"	85	"
E½ of NE¼, and NE¼ of SE¼	23	57	"	85	"
SE¼, E½ of SW¼, E½ of NW¼ (part), SE¼NE¼ and W½NE¼ (part)	26	57	"	85	"
N½ and SE¼	35	57	"	85	"
NW¼					

It is the purpose and intent of the parties hereto that the grant hereby made shall cover all lands owned by the Grantor at the date of this agreement.

2. It is understood and agreed that the Licensee shall indemnify and save harmless the Grantor from any and all loss, damage and liability, including liability to third persons, occasioned or caused by any negligence in installing, equipping or maintaining the said lines of poles or towers and such transmission wires, guy wires, anchors, braces and other appurtenances for the uses and purposes hereinabove set forth or by reason of any negligence on the part of the Licensee in using or operating the same; provided, however, that neither the Grantor nor Licensee shall have the right to pay to any third party any sum of money whatsoever by way of compensation for damages occasioned or caused, or claimed to have been occasioned or caused, by any default or neglect hereunder without first notifying such other party of the character and amount of such claim and the circumstances connected therewith, and affording to such other party an opportunity of investigating and, if desired, litigating the same.

3. This license upon and along highways is merely a waiver by the Grantor of any objection on its part to such operation and maintenance, and is in no sense a grant of right as against the public or the public authorities in control of such highways. The Licensee shall also have the right to trim any trees near its lines so as to keep the wires cleared at least ten feet over and across the lands hereinabove described.

4. The Licensee shall have such ingress and egress as may be necessary for the construction, operation and maintenance or removal of its lines, but no fences, bars or gates are to be left open, and all fences disturbed are to be promptly and fully restored by the Licensee. The Licensee may remove said lines whenever it may desire.

5. This license is also upon the condition that in the event the Grantor shall desire to occupy and use, or permit the occupancy or use of, any portion of said lands for

THE MILLS COMPANY, SHERIDAN 58854

interfere, then upon written notice of such desire, the Licensee shall, within ninety (90) days after the receipt of such notice, remove, at the Licensee's expense, such poles or towers, wires, guy wires, anchors or braces to some other part of said land, and so as to avoid such interference.

It is further agreed by the parties hereto that in the event the Licensee shall erect transmission or distribution lines other than those now erected on said land, it will so locate the same that they will not interfere with the Grantor's structures or operations thereon.

6. This License shall be in force and effect from the first day of June, 1941, to and including the 31st day of May, 1989, and thereafter until the Grantor shall have given the Licensee at least six months' written notice of its intention to terminate the same, and at the expiration of six months from the giving of such written notice this license shall be deemed revoked and at an end.

7. Each and all of the covenants, agreements, benefits and obligations hereof shall inure to and be binding upon the successors and assigns of the respective parties hereto, the same as to and upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate seals to be affixed hereto and have caused this instrument to be executed by their respective proper officers the day and the year in this agreement first above written.

Signed in the Presence of

J. T. Kessinger

SHERIDAN-WYOMING COAL COMPANY, INC.

By D. H. Pape
Its President

Attest:

J. T. Kessinger
Ass't Secretary (CORPORATE SEAL)

Signed in the Presence of:

W. J. Loomis

SHERIDAN COUNTY ELECTRIC COMPANY

By Thos. W. Hughes
Its President

Attest:

W. J. Loomis
Secretary (CORPORATE SEAL)

STATE OF WYOMING,)
: ss
County of Sheridan.)

On this 26th day of January, 1942, before me appeared D. H. PAPE, to me personally known, who, being by me duly sworn, did say that he is the president of SHERIDAN-WYOMING COAL COMPANY, INC., a corporation; that the seal affixed to the foregoing 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 the said D. H. PAPE acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and Notarial Seal the day and the year in this certificate first above written.

(S E A L)

Edna Sampson
Notary Public

My Commission expires October 18, 1944.

STATE OF WYOMING,)
: ss
County of Sheridan)

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GIVEN under my hand and Notarial Seal the day and the year in this certificate first above written.

(S E A L)

Edna Sampson
Notary Public

My Commission expires October 18, 1944.

DEED OF EASEMENT
SHERIDAN WYOMING COAL CO. INC.
TO
SHERIDAN COUNTY ELECTRIC CO.
FILED 9/00 A. M.
JANUARY 30, 1942
NO. 245858

DEED OF EASEMENT

THIS DEED, made the 31st day of December, 1941, by and between SHERIDAN-WYOMING COAL COMPANY, INCORPORATED, a corporation, organized and existing under and by virtue of the laws of the State of Delaware, hereinafter called the "Grantor", and SHERIDAN COUNTY ELECTRIC COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New Jersey, hereinafter called the "Grantee,"

WITNESSETH:

That the Grantor, in consideration of the sum of One Dollar and other valuable consideration, to it in hand paid by the Grantee, the receipt whereof is hereby confessed and acknowledged, does hereby grant and convey to the Grantee and its successors and assigns the right, privilege and easement to enter upon, occupy and use, for the purpose of dumping ashes, cinders and other waste and refuse from its Power Plant, situated on adjacent lands, the following described tract of land, situated in Sheridan County, Wyoming, and particularly described as follows, to-wit:

Beginning at the northeast corner of the tract of land owned by the Grantee and now occupied and used by the Grantee as its Power Plant, and situated in the North half (N½) of the Southwest quarter (SW¼) of Section 15, T. 57 North of Range 84 West of the Sixth Principal Meridian, which corner is marked by a cement monument, thence north 3 degrees 46' West 200 feet, along the east line of the easement granted by deed dated Dec. 2, 1924, thence south 87° 22' east, 80 feet, thence south 2° 38' West, 100 feet, thence south 47° 22" east, 170 feet to a point on the north bank of Tongue River, thence westerly along the north bank of Tongue River 150 feet, more or less, to a point on the East line of the tract owned by the Grantee, thence North 26° 55' West along the West line 55 feet, more or less, to the point of beginning, containing one-half (½) acre more or less.

The rights by this instrument granted shall commence on the date of this instrument and shall terminate on the 31st day of March, 1945, but the Grantee shall not, at the termination of this easement, or at any time thereafter, be held liable for any damages to said land, or to any part thereof, which might result from dumping ashes, cinders or other waste or refuse thereon.nor shall the Grantee be required to remove the same from