

QUIT CLAIM DEED
SHERIDAN COUNTY ELECTRIC CO.
TO
ACME COAL CO.
FILED AT 11:50 A. M.
MARCH 18, 1920.
NO. 70792.

QUITCLAIM DEED

THIS INDENTURE made and entered into this 8th day of January, 1920, by and between Sheridan County Electric Company, a corporation of the State of New Jersey, (hereinafter referred to as the "Sheridan Company"), party of the first part; and ACME COAL COMPANY, a corporation of the State of Wyoming, (hereinafter referred to as the "Acme Company"), party of the second part,

WITNESSETH & Whereas the Acme Company has paid to the Sheridan Company in full the sum of Fifteen Thousand Dollars (\$15,000) with interest thereon as provided in a certain Agreement, dated September 8, 1910, made and entered into by and between Sanderson & Porter and the Acme Company and by said Sanderson & Porter assigned to the Sheridan Company, and as further provided in a certain Agreement of Conditional Sale dated June 1, 1913, between the Sheridan Company and the Acme Company, filed in the office of the County Clerk of Sheridan County, Wyoming, as a conditional sale on January 24, 1914 and indexed on page 2 of Book "A" of Conditional Sales of the records of said County, and also filed in said office on said date as an instrument affecting real estate and recorded on page 2, in Book 4 of the deed records of said County; and,

WHEREAS it is provided by the terms of said agreement of June 1, 1913, that upon such payment the Sheridan Company shall assign or convey to the Acme Company all of its rights, title, and interest in and to certain railroad rails, ties and other materials, constituting the railroad track, in said Agreement and hereinafter more particularly described, reserving, however, to the Sheridan Company a perpetual right of user of said railroad track, and excepting and reserving to the Sheridan Company certain other rights, in said Agreement and hereinafter more particularly described;

NOW, THEREFORE, in consideration of said payment of Fifteen Thousand Dollars, (\$15,000) and interest thereon, above recited, receipt whereof is hereby acknowledged by the Sheridan Company and of the covenants and agreements of the Acme Company hereinafter contained, the said Sheridan County Electric Company does hereby release, convey and quit-claim unto said Acme Coal Company, its successors and assigns, all the right, title, claim property or interest the said Sheridan Company, its successors or assigns, may have in and to all rails, ties and other materials constituting the railroad track, embracing what is known as a run-around and switch-back commencing at a point on the main line of the Chicago, Burlington, & Quincy Railroad Company, in the Northwest quarter (NW $\frac{1}{4}$), of the Northeast quarter (NE $\frac{1}{4}$) of Section twenty-one (21), in Township fifty-seven (57) North, of Range 84 West of the 6th P.M. in the County of Sheridan, State of Wyoming, and thence runs over the said Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of said Section twenty-one (21), and the Northeast quarter (NE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of said Section 21, then the Southeast quarter (SE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section 16, the Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section fifteen (15), and the North half (N $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section fifteen (15), all in Township 57 North, of Range 84 West, of the 6th P.M., Sheridan County, Wyoming, to the power plant and property of said Sheridan County Electric Company situate in the North half (N $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of said Section 15, in said County and State, and connecting said power plant with the main line of the Chicago, Burlington and Quincy Railroad Company as aforesaid.

RESERVING and excepting to itself (the said Sheridan Company), its successors and assigns, however, the right to use said track above described in perpetuity jointly with said Acme Coal Company, its successors and assigns.

It is further expressly understood and agreed by and between the parties to this instrument that the said railroad track between said power plant and the main line of said railroad shall be maintained in full efficiency and repair at the expense of the said Acme Coal Company, its successors or assigns, for such period as the said Acme Company, its successors or assigns, shall continue the use thereof, and in the event of the failure of the said Acme Company, its successors or assigns, to maintain said railroad track, the said Sheridan Company, its successors or assigns, may expend any sum necessary to that end and shall be entitled to be repaid the amount so expended by the said Acme Company, its successors or assigns. In the event that said Acme Company, its successors or assigns, shall discontinue the use of said railroad track between said power plant and said main line of said railroad, the rails, ties and other materials constituting the same shall become and be the property of said Sheridan Company, its successors or assigns, and said Sheridan Company, its successors or assigns, shall pay to the said Acme Company, its successors or assigns, the salvage value thereof, and the Sheridan Company shall have the unrestricted right to use said track, as now located, in perpetuity.

The Acme Company accepts the execution and delivery of this instrument by the Sheridan Company as performance and satisfaction, in full, of the obligations of the Sheridan Company under the Agreement dated June 1, 1918, above referred to.

IN WITNESS WHEREOF, the said Sheridan County Electric Company, the party of the first part, has caused these presents to be signed and acknowledged by its Vice-President, and its corporate seal to be hereunto affixed and the same to be attested by its Secretary, and the Acme Coal Company, the party of the second part, has caused these presents to be signed and acknowledged by its President, and its Corporate seal to be hereunto affixed and the same to be attested by its Secretary, as of the day and year first above written.

Attest:		<u>SHERIDAN COUNTY ELECTRIC COMPANY,</u>	
<u>E. K. R. D'Alth</u>	*****	<u>By C. H. Nichols,</u>	
Secretary.	*Corporate Seal*	Vice-President.	
Witness: <u>O. A. Kutecher,</u>			\$15. Rev. Stamp D.P.B.M. 3/17/20
	*****	<u>ACME COAL COMPANY</u>	
	Corporate Seal	<u>By A. K. Craig,</u>	
Attest:		President.	
<u>H. G. Craig,</u>			

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

I, Emma R. Lonsdale, a Notary Public in and for said County and State, do hereby certify that C. H. Nichols and E. K. R. D'Alth personally known to me to be the Vice President and Secretary, respectively of Sheridan County Electric Company, a corporation one of the parties to the foregoing instrument, and personally known to me to be the persons whose names as such officers are subscribed to said instrument, appeared before me in person this 8th day of January 1920, and acknowledged that they signed, sealed and delivered said instrument in their official capacities aforesaid and for and on behalf of said Sheridan County Electric Company, and they further acknowledged to me that said instrument and the execution thereof was their free and voluntary act and deed as the officers aforesaid of said Sheridan County Electric Company for the uses and purposes therein set forth.

My commission expires on the 30th day of March, 1921.

Given under my hand and Notarial seal this 8th day of January, 1920.

Emma H. Lonsdale,

* Notarial Seal *

Notary Public in and for the County of New York, in the State of New York.
Notary Public No. 165

Commission expires March 30th, 1921.

State of New York)
County of New York) ss.

No. 15078 Series B. Form 1.

I, William F. Schneider, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of record, DO HEREBY CERTIFY, That Emma H. Lonsdale whose name is subscribed to the deposition or certificate of the proof or acknowledgement of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgement, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgements and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York, And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said court and County the 9 day of Jan'y, 1920.

Wm. F. Schneider, Clerk.

* Court Seal *

State of Missouri)
County of Jackson) ss.

I, Winifred Agard, a Notary Public in and for said County and State, do hereby certify that A. K. Craig is personally known to me to be the President of Acme Coal Company, a corporation, one of the parties to the foregoing instrument, and personally known to me to be the person whose name, as such officer is subscribed to said instrument appeared before me in person this 8th day of March, 1920, and acknowledged that he signed, sealed and delivered said instrument in his official capacity aforesaid and for and on behalf of said Acme Coal Company, and he further acknowledged to me that said instrument and the execution thereof was his free and voluntary act and deed as such officer aforesaid of said Acme Coal Company and was the free and voluntary act and deed of said Acme Coal Company for the uses and purposes therein set forth.

My commission expires on the 12 day of August, 1923.

Given under my hand and Notarial seal this 8th day of March, A. D. 1920.

* Seal *

Winifred Agard,

Notary Public in and for the County of Jackson in the State of MO.

State of Wyoming)
County of Sheridan) ss.

I, P. E. Putney, a Notary Public in and for said County and State, do hereby certify that W. G. Craig, personally known to me to be the Secretary of Acme Coal Company a corporation, one of the parties to the foregoing instrument, and personally known to me to be the person whose name, as such officer, is subscribed to said instrument, appeared before me in person this 18th day of February, A. D. 1920, and acknowledged that he signed, sealed and delivered said instrument in his official capacity aforesaid and for and on behalf of said Acme Coal Company, and he further acknowledged to me that said instrument

and the execution thereof was his free and voluntary act and deed as such officer aforesaid of said Lame Coal Company and was the free and voluntary act and deed of said Lame Coal Company for the uses and purposes therein set forth.

My commission expires on the 8th day of September, A. D. 1925.

Given under my hand and Notarial Seal this 18th day of February, A. D. 1920.

* Seal *

P. E. Putney,
Notary Public in and for the
County of Sheridan in the
State of Wyoming.

QUIT CLAIM DEED

SARAH M. FOSBURG, & HUSB.

TO

OSCAR M. SCHNORF

FILED AT 1:50 P.M.

March 18, 1920.

NO. 70795.

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS. That Sarah M. Fosburg, and D. H. Fosburg, (wife & husband) of the County of Sheridan, State of Wyoming in consideration of the sum of One Dollar & other considerations to them in hand paid by Oscar M. Schnorf, the receipt whereof is hereby confessed and acknowledged, have remised, released and forever quitclaimed, and by these presents do for themselves, their heirs,

executors and administrators, remise, release and forever quitclaim unto the said Oscar M. Schnorf, his heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand as they have or ought to have, in or to the following described premises, to-wit:

Lot numbered Eleven (11) in Block numbered Two (10) of the Woods Addition to the town, now city of Sheridan, Wyoming, together with all improvements thereon.

This deed is given for the purpose of releasing and waiving any and all rights in a certain "Agreement for Warranty Deed" given on March 12, 1918, by George and Mary Herron to Sarah M. Fosburg, & D. H. Fosburg (wife & husband) which agreement for a deed was duly recorded and filed on March 12, 1918, in Book 9, Page 13, and for no other purpose.

TO HAVE AND TO HOLD the said premises unto the said Oscar M. Schnorf his heirs and assigns to his and their own proper use and behoof forever. So that neither Sarah M. Fosburg or D. H. Fosburg, their heirs, administrators, assigns or any other person in their name or behalf, or either of us or any other person in our or either of our names and behalf shall or will hereafter claim or demand any right, or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

In Witness Whereof we have hereunto set our hand and seal this 18th day of March A. D. 1920.

Signed, Sealed and Delivered in the
Presence of

H. C. Wales.

State of Wyoming }
County of Sheridan } ss.

Sarah M. Fosburg (Seal)

D. H. Fosburg (Seal)

On this 18th day of March A. D. 1920, before me personally appeared Sarah M. Fosburg and D. H. Fosburg, (wife & husband) to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed