

This deed is made in lieu of that certain warranty deed dated November 8, 1920 filed November 9, 1920 at 10 o'clock A. M., and recorded in Book 11 on page 422 of the Sheridan County records, State of Wyoming, in which deed the Grantee named is incapable of receiving or holding title.

Witness our hands this 26th day of July, 1921.

Signed, Sealed and Delivered
in Presence of:-

A. C. Roush

Amy Edna Roush.

P. Cusick

A. E. Keniston.

The State of Wyoming } ss.
County of Sheridan }

I, P. Cusick, a Notary Public in and for said county, in the state aforesaid, do hereby certify that said A. C. Roush and Amy Edna Roush, husband and wife, personally known to me to be the identical persons described in the foregoing instrument, and whose names are subscribed thereto, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument of writing as their free and voluntary act and deed, including the release and waiver of the right of homestead.

And I further certify that Amy Edna Roush, wife of the said A. C. Roush was by me first duly examined separate and apart from her said husband, in reference to the signing and acknowledging of said deed, the nature and effect of such deed being explained to her by me, and that she, being fully apprised of her right and of the effect of signing and acknowledging the said deed, did sign the same while so separate and apart from her said husband and did then acknowledge that she freely and voluntarily signed and acknowledged the same, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal this 26th day of July, A. D. 1921.

-- Seal --

P. Cusick.
Notary Public.

My commission expires on the 24th day of Dec. A. D. 1924.

DEED

C. B. & Q. R.R. Co.

TO

SHERIDAN-WYOMING COAL CO.

Filed at 1:20 P.M.

AUG. 11, 1921.

NO. 76324.

THIS DEED, Made this 4th day of January, A. D. 1921, from the Chicago, Burlington & Quincy Railroad Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, to the Sheridan-Wyoming Coal Company Incorporated, a corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Twenty-eight Thousand Fifty and 54/100 (\$28,050.54) Dollars, in hand paid, the receipt of which is hereby confessed and acknowledged doth hereby release, convey and quitclaim unto the party of the second part, the following described real estate situated in Sheridan County, State of Wyoming, to-wit:

The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ - SW $\frac{1}{4}$) of Section Fifteen (15), the West Half of the Northwest quarter (NW $\frac{1}{2}$ - NW $\frac{1}{2}$) of Section Twenty-two (22), the Northeast

quarter of the Northeast quarter ($NE\frac{1}{4}$ - $NE\frac{1}{4}$) of Section Twenty-one (21) all, in Township Fifty-seven (57), North Range Eighty-four (84) west of the Sixth Principal Meridian;

Also all of the Northwest quarter of the Northeast Quarter ($NW\frac{1}{4}$ - $NE\frac{1}{4}$) of said Section Twenty-one (21) that lies north of the right of way of what is known as the Chicago, Burlington & Quincy Railroad as the same is now located and constructed through said forty (40) acre tract except a triangular piece in the Northwest corner of said forty (40) acres, measuring Four Hundred Fifty (450) Feet east and Four Hundred Fifty (450) Feet south from said northwest corner, the north and west lines of said forty (40) acres constituting the base and perpendicular of said triangle, the premises in this paragraph described, containing after said exception, thirty (30) acres;

And also a piece of ground in the Northeast Quarter of the Northwest quarter ($NE\frac{1}{4}$ - $NW\frac{1}{4}$) of said Section Twenty-one (21), described as follows:-- Beginning at a point where the east line of said forty (40) acres crosses the northerly right of way line of the Chicago, Burlington & Quincy Railroad, which line is parallel to and One Hundred (100) Feet distant from the center line of the railroad track of said railroad as now located upon said premises; thence westerly along said right of way Four Hundred (400) Feet; thence in a northerly direction and at right angles to said railroad track Three Hundred Eighty-five (385) feet; thence northeasterly Five Hundred (500) Feet to the east line of said forty (40) acres Four Hundred Fifty (450) feet south of the northeast corner of said Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}$ - $NW\frac{1}{4}$); thence south on said east line to the place of beginning, containing five (5) acres:

Excepting and reserving unto the grantor from the above described land a strip of land One Hundred (100) Feet in width, being Fifty (50) feet on either side of the center line of the Chicago, Burlington & Quincy Railroad, as same is now located, constructed and operated upon, over and across said property;

Also excepting a strip of land One Hundred (100) Feet in width, being Fifty (50) Feet on either side of the center line of said Railroad Company's spur track as now located constructed and operated upon, over and across said property and extending from said Railroad Company's main line in a northeasterly direction to the Sheridan Wyoming Coal Company's Mine #42.

The grantor herein reserves to itself, its successors and assigns, the right and privilege at any time within Twenty (20) years from the date hereof to repurchase from the grantee herein, its successors or assigns a strip of land Two Hundred (200) feet in width, being One hundred (100) Feet on either side of the following described line as located over and across the land hereinabove conveyed (excepting, however, so much of said Two Hundred (200) Foot strip as is included within the present One Hundred (100) Foot right of way of the Chicago, Burlington & Quincy Railroad).

Commencing at a point in the center line of the main track of the Chicago, Burlington & Quincy Railroad as the same is located upon, over and across the Northwest quarter of the Northwest quarter ($NW\frac{1}{4}$ - $NW\frac{1}{4}$) of Section Twenty-seven (27), Township Fifty-seven (57) North, Range eighty-four (84) west at Survey Station 2544 plus 40.3 representing an equivalent of W. C. Dungan's survey made in 1905 at 2544 plus 40.3; thence northerly along a curved line bearing to the west, being a spiral curve constructed with a basic radius of two Thousand Eight Hundred Sixty-four and Ninety-three Hundredths (2864.93) Feet a distance of Two Hundred (200) Feet to point of tangent; thence in a northerly direction along a line tangent to the last described course a distance of One Thousand Three Hundred Fifty-nine and Seven tenths (1359.7) Feet to the point of spiral of a curve bearing northwesterly constructed with a basic radius of Two Thousand Eight Hundred Sixty-four and Ninety-three

Hundredths (2864.93 Feet; ~~a distance of Two Hundred (200) Feet to point of tangent; thence in~~ a northerly direction along a line tangent to the last described course a distance of One Thousand Three Hundred Fifty nine and Seven-Tenths (1359.7) Feet to the point of spiral of a curve bearing northwesterly, constructed with a basic radius of Two Thousand Eight Hundred Sixty-four and Ninety-three Hundredths (2863.93) Feet; thence along said curve a distance of Four Thousand Five Hundred Fifty (4550) Feet to a point of tangent; thence in a westerly direction along a line tangent to the last described course a distance of One Thousand Two Hundred Forty-seven and Four Tenths (1247.7) Feet to point of curvature of a curved line bearing southwesterly, having a radius of Five Thousand Seven Hundred Twenty-nine and Sixty-five Hundredths (5729.65) Feet; thence southwesterly along said curved line a distance of One Thousand Seven Hundred Eighty (1780) Feet to a point of tangent, upon the following terms and conditions, to-wit:-

At such time as the grantor, its successors or assigns elects to take advantage of the privilege to purchase the Two Hundred (200) Foot Strip of land, above referred to, the consideration in the reconveyance shall be made upon the following basis:

All that portion of said Two Hundred (200) Foot strip of land from which the coal or other minerals has not at the time of such repurchase been removed shall be paid for at the rate of One Hundred Forty-seven and $\frac{10}{100}$ (\$147.00) Dollars per acre, with interest at six per cent (6%) per annum thereon from the date of this conveyance to the date of reconveyance, together with all taxes paid on such portion of said Two Hundred (200) Foot strip during said period, exclusive of taxes on any improvements;

The grantor herein reserving to itself its successors or assigns the right to purchase the surface only thereof, should it so elect, at a price in accordance with the terms set out in the next succeeding paragraph hereof;

All that portion of the surface of said Two Hundred (200) Foot strip of land from under which the coal or other minerals has been removed shall be paid for at a price per acre equal to the price per acre of the surface value of similar adjacent or adjoining land.

The grantee herein for itself, its successors and assigns in accepting this conveyance agrees to remove at its own expense any and all structures that may be constructed located or operated upon the surface of any portion of the Two Hundred (200) Foot strip of land last above described, within a reasonable time after notice from the grantor herein, its successors or assigns that it has elected to exercise the right and privilege hereinabove reserved to it to repurchase said Two Hundred (200) Foot strip.

The grantee, its successors or assigns may construct, maintain and operate such tunnels or narrows beneath the surface of the strips of land hereinabove excepted from this conveyance as may be necessary to successfully operate the adjoining properties and to mine and remove the coal and other minerals therefrom, but the grantee shall not at any time otherwise remove the coal or other minerals from beneath the surface of said strips of land except with the prior permission of the grantor.

In the event of a repurchase by the grantor herein, its successors or assigns, of said Two Hundred (200) strip of land under the option thereof hereby reserved, the deed of conveyance shall reserve to the grantee herein, its successors and assigns the right, such tunnels and narrows beneath the surface thereof as may be necessary to successfully operate at any time or times thereafter to construct, maintain and operate the adjoining properties and to mine and remove the coal and other minerals therefrom.

This conveyance is made subject to any and all public highways and subject to the rights of the Sheridan Electric Light & Power Company under the contract dated June 21, 1921.

IN WITNESS WHEREOF, the said Grantor, the Chicago, Burlington & Quincy Railroad Company, has caused these presents to be sealed with its corporate seal and to be signed by its President and attested by its Assistant Secretary, this the day and year first above written.

-- Corporate Seal --

Chicago, Burlington & Quincy Railroad Company.

Attest: H/ E. Jarvis,
Assistant Secretary.

By Hale Holden, President.

In Presence of:

J. R. King.

\$28.50 Revenue Stamp
C.B. & Q.R.R. 1/11/21

State of Illinois)
(ss.
County of Cook)

On this 4th day of January, A. D. 1921, before me, a Notary Public, duly commissioned and qualified in and for said county, personally came the above named Hale Holden, President, and H. E. Jarvis, Assistant Secretary of the Chicago, Burlington & Quincy Railroad Company, who are personally known to me to be the identical persons whose names are affixed to the above deed as President and Assistant Secretary of said Corporation, and they acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of said Corporation.

Witness my hand and official seal at Chicago, in said County, the date aforesaid.

-- Seal --

Frank L. De Lay, Notary Public.

My commission expires August 30, 1921.

DEED OF CONVEYANCE

JOHN B. KENDRICK

TO

STATE OF WYOMING

FILED AT 9 A. M.

AUG. 13, 1921

NO. 76331.

Deed of Conveyance (Individual)

THIS INDENTURE, made this fourth day of August, 1921, between John B. Kendrick of Sheridan, Wyoming, party of the first part and the STATE OF WYOMING, party of the second part,

WITNESSETH:

The said party of the first part for and in consideration of the conveyance to him by the party of the second part of title to the following described lands, with the exception of coal rights which have been reserved to the United States, which conveyance by a good and sufficient deed he hereby acknowledges as having received, does by these presents, grant, sell, demise, lease and forever quit-claim unto the party of the second part, and to its successors and assigns, all of his right, title and interest in and to all oil and gas, and all other minerals, except coal, of whatsoever kind or character, situate, lying and being beneath the surface of the following described lands:

Original Northwest quarter, Southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), re-survey tract fifty (50), Section 26, twenty-six, township fifty-seven (57) North, Range Seventy-seven (77) West of the Sixth Principal Meridian, containing 40 acres, more or less, together with all dips, spurs and angles, and also all metals, ores, gold, silver bearing quartz rock and earth, therein and all rights, privileges and franchises, thereto incident, appendant and appurtenant or otherwise usually had and enjoyed, and also all and singular, the tenements hereditaments and appurtenances, incident to or usually had and enjoyed in exploring or