

## Deed Record Four, Sheridan County

SHERIDAN COUNTY ELECTRIC  
COMPANY

to

ACME COAL COMPANY

CONDITIONAL SALE.

Filed at 9:40 A.M.

Jan. 24, 1914.

No. 49534

CONDITIONAL SALE.

THIS AGREEMENT made and entered into in duplicate originals this first day of June, A.D. 1913, by and between Sheridan County Electric Company, a corporation duly created and existing under and by virtue of the laws of the State of New Jersey, the party of the first part, and Acme Coal Company, a corporation duly created and existing under and by virtue of the laws of the State of Wyoming, party of the second part:

WITNESSETH.

WHEREAS, under and by virtue of an agreement dated September 8, 1910, between said Acme Coal Company, and Sanderson & Porter, the said Sheridan County Electric Company, as the assignee and successor in interest of said Sanderson & Porter under said agreement, is the owner of all rails, ties and other materials constituting a railroad track which said railroad track, embracing what is known as a run-around and switchback, commences 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, 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 connects said power plant with the main line of the Chicago, Burlington and Quincy Railroad Company, as aforesaid, and

WHEREAS, by the terms of said agreement, the said Sanderson & Porter, or their assigns were to convey or assign to said Acme Coal Company, its successors and assigns all rails, ties and other materials constituting the railroad track above described when there was paid said Sanderson & Porter, or their assigns, by said Acme Coal Company its successors or assigns the sum of Fifteen Thousand Dollars (\$15,000.00) with interest thereon at the rate of six per cent per annum, as therein provided, and

WHEREAS, it is the desire and intention of the parties hereto, that a separate instrument be executed by them, confirming the rights of both under said agreement and capable of being filed for record and recorded in the office of the County Clerk and ex-officio register of deeds in and for Sheridan County, Wyoming.

NOW THEREFORE, the said Sheridan County Electric Company, for and in consideration of the premises and the sum of One Dollar and other valuable consideration, the receipt whereof is acknowledged, hereby covenants and agrees for itself, its successors and assigns, that upon the payment to it or to its successors or assigns, by said Acme Coal Company, its successors or assigns, of the sum of Fifteen Thousand Dollars (\$15,000.00) with interest thereon at the rate of six per centum per annum from the 31st day of August 1910, as, and in the manner, provided in said agreement, bearing date of September 8, 1910, it or its successors or assigns shall assign or convey by good and sufficient instrument of writing to the said Acme Coal Company, its successors and assigns all the right, title claim, property and interest which the said Sheridan County Electric Company, its successors or assigns may have in

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and to any and all rails, ties, and other materials constituting the said railroad track, commencing at a point on the main line of the Chicago, Burlington & Quincy Railroad in Sheridan County, Wyoming, and thence running to the power plant of the said Sheridan County Electric Company, and which said track is above more specifically described, reserving and excepting to itself, its successors and assigns, however, in said instrument the right to the use of said track in perpetuity with the said Acme Coal Company, its successors or assigns, and excepting and reserving to itself any and all other rights which it may have under and by virtue of said agreement bearing date of September 8, 1910.

It is further expressly agreed and understood 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 coal company, its successors or assigns, shall continue the use thereof, and in the event of the failure of the said Acme Coal Company, its successors or assigns, to maintain said railroad track, the said Sheridan County Electric 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 Coal Company, its successors or assigns, in the event that after acquiring title hereto as herein provided the said Acme Coal 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 County Electric Company, its successors or assigns, and said Sheridan County Electric Company, its successors or assigns, shall pay to the said Acme Coal Company, its successors or assigns, the salvage value thereof.

It is hereby expressly agreed and understood by and between the parties to this instrument that any payments heretofore made upon said Fifteen Thousand Dollars (\$15,000.00) and interest, by the said Acme Coal Company, to the said Sanderson & Porter or to said Sheridan County Electric Company, shall be credited thereon.

IN WITNESS WHEREOF, the said Sheridan County Electric Company has caused these presents and a duplicate original to be signed in its name, by its President, sealed with its corporate seal and attested by its Secretary, and the said Acme Coal Company has caused these presents and a duplicate original thereof to be signed in its name by its President, sealed with its corporate seal and attested by its Secretary, all on the day and year first above written.

SHERIDAN COUNTY ELECTRIC COMPANY.

By Wm. L. McKee  
its Vice President.

Attest:

L. C. Gerry Secretary. (Corp. Seal)

A. R. Marshall  
Witness as to Vice President of  
Sheridan County Electric Co.

A. R. Marshall  
Witness as to Secretary of  
Sheridan County Electric Co.

ACME COAL COMPANY.

By A. K. Craig  
its President.

Attest:

Isaac Tempofsky  
Secretary. (Corp. Seal)

R. G. Diefenderfer  
Witness as to President of  
Acme Coal Company.

R. L. Winslow  
Witness as to Secretary of Acme Coal  
Company.



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

I, Emma H. Lonsdale, a Notary Public in and for said County and State, do hereby certify that W. L. McKee and L. C. Gerry 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 19th day of December A.D. 1913, 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, and was the free and voluntary act and deed of said Sheridan County Electric Company for the uses and purposes therein set forth.

My commission expires on the 31st day of March A.D. 1915.

Given under my hand and Notarial seal this 18th day of December, A.D. 1913.

Emma H. Lonsdale

Notary Public in and for the County of  
New York in the state of New York.

(Seal)

State of Wyoming, )  
 ) ss.  
County of Sheridan. )

I, R. G. Diefenderfer, a Notary Public in and for said County and State, do hereby certify that A. K. Craig personally known to me to be the President of Acon Coal Company, a corporation, and 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 1st day of December, A.D. 1913, and acknowledged that he signed, sealed and delivered said instrument in his official capacity aforesaid and for and on behalf of said Acon 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 Acon Coal Company, and was the free and voluntary act and deed of said Acon Coal Company for the uses and purposes therein set forth.

My commission expires on the 31st day of December A.D. 1915.

Given under my hand and Notarial seal this 1st day of December, A.D. 1913.

R. G. Diefenderfer

Notary Public in and for the County of  
Sheridan in the State of Wyoming.

(Seal)

State of Missouri, )  
 ) ss.  
County of Jackson. )

I, William A. Osgood, a Notary Public in and for said County and State, do hereby certify that Isaac Tempofsky personally known to me to be the Secretary of Acon 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 6th day of December, A.D. 1913, and acknowledged that he signed, sealed and delivered said instrument in his official capacity aforesaid and for and on behalf of said Acon 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 Acon Coal Company, and was the free and voluntary act and deed of said Acon Coal Company for the uses and purposes therein set forth.

My commission expires on the 3rd day of April A.D. 1917.

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Given under my hand and Notarial seal this 6th day of December A.D. 1913.

William A. Osfood

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

(Seal)

The State of Wyoming, )  
County of Sheridan. ) ss.

AFFIDAVIT.

J. H. Burgess, of lawful age, being first duly sworn, on his oath deposes and says:

That he is the attorney for Sheridan County Electric Company, a corporation, one of the parties to the foregoing agreement or conditional sale, and the vendor therein, and that he is authorized by it to make this affidavit, and he does so for and in its behalf.

The name of the vendor in said conditional sale is Sheridan County Electric Company, a corporation duly created and existing under and by virtue of the laws of the state of New Jersey; the name of the vendee in said conditional sale is Acme Coal Company, a corporation duly created and existing under and by virtue of the laws of the State of Wyoming.

That the following is a true and correct description of the property which is the subject of said conditional sale and which is the property transferred or to be transferred by said Sheridan County Electric Company, its successors or assigns to the said Acme Coal Company, its successors or assigns.

All rails, ties and other materials constituting a railroad track, which said railroad track, embracing what is known as a run-around and switchback, commences 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, 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 fifteen, in said County and State, and connects said power plant with the main line of the Chicago, Burlington and Quincy Railroad Company, as aforesaid.

That the full and true interest of the said vendor, Sheridan County Electric Company, in and to said property above described, is that of complete ownership, the title to all of said property being in said Sheridan County Electric Company, to be conveyed by it, or its successors or assigns to the said Acme Coal Company, its successors or assigns upon the payment by said Acme Coal Company, its successors or assigns, to the said Sheridan County Electric Company, its successors or assigns, of the sum of Fifteen Thousand Dollars (\$15,000.00) with interest thereon at the rate of six per cent (6%) per annum, from the 31st day of August, 1910.

J. H. Burgess.

Subscribed in my presence and sworn to before me this 23 day of January, A.D. 1914.

(Seal)

Frank H. Downer, Jr.  
Notary Public.

My commission expires November 14-1914.