

WARRANTY DEED RECORD NO. 52

THE HILLS COMPANY, SHERIDAN 10854

AGREEMENT

SHERIDAN WYOMING COAL CO., INC.

TO

SHERIDAN COUNTY ELECTRIC CO.

FILED 9/00 A. M.

JANUARY 30, 1942

NO. 245856

AGREEMENT

THIS AGREEMENT, made and entered into as of the 31st day of December, 1941, by and between SHERIDAN-WYOMING COAL COMPANY, INC., a Delaware corporation, having its principal office at Monarch in Sheridan County, State of Wyoming, party of the first part, hereinafter referred to as Coal Company, and

SHERIDAN COUNTY ELECTRIC COMPANY, a New Jersey corporation, with its principal office in the City of Sheridan in said county and state, party of the second part, hereinafter referred to as Electric Company.

WHEREAS, by an instrument of writing, dated the 8th day of January, 1920, between said Electric Company and the Acme Coal Company, a Wyoming corporation, which instrument was filed for record on the 18th day of March, 1920, and recorded in Book 15 of Deeds at page 235 in the office of the County Clerk and Ex-officio Register of Deeds of Sheridan County, State of Wyoming, said Electric Company acquired or reserved the perpetual right to use the railroad track, embracing what is known as a runaround and switch-back, hereinafter described; and,

WHEREAS, said Coal Company has succeeded to all the rights and obligations of said Acme Coal Company connected with the railroad tracks hereinabove mentioned and hereafter described; and,

WHEREAS, said instrument of writing above mentioned contains the following provision:

"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 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." and,

WHEREAS, said Coal Company has discontinued the use of said track for the time being, but wishes to retain the right of using the same in its business at some future time; and,

WHEREAS, because of changed conditions affecting the parties to this agreement, it is deemed advisable and in the interests of both of said parties to modify and supplement said agreement of January 8, 1920, and particularly the above quoted provision of said agreement, and to make a supplemental agreement which shall henceforth govern the rights and obligations of the parties hereto with respect to said railroad tracks and the use thereof and the use of other tracks; hereinafter described.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar this day paid by each to the other, it is mutually agreed by the parties hereto as follows:

1. (a) The Coal Company hereby grants to and the Electric Company shall hereafter have the right, privilege and easement, in perpetuity, to use all rails, ties, and other materials and equipment connected therewith, constituting the railroad track, as now located, commencing at a point on the main line track of the Chicago, Burlington and Quincy Railroad Company, located in the Northwest quarter of the Northeast quarter of

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Sixth Principal Meridian in Sheridan County, State of Wyoming, and extending from said point across the North half of the Northeast quarter of Section 21, the Southeast quarter of the Southeast quarter of Section 16, and the Southwest quarter of the Southwest quarter, and the North half of the Southwest quarter of Section 15, all in Township Fifty-seven (57) North of Range eighty-four (84) West of the Sixth Principal Meridian in said county, the center line of which track is more particularly described as follows:

Beginning at Station 2430+37 on the main line of the C. B. & Q. R. R. in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 21; thence curving to the north thru a point on the east line of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 21, said point being 1085 feet more or less south of the northeast corner of said NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 21; thence curving to the north and east thru a point on the north line of said Section 21, said point being 615 feet more or less west of the northeast corner of said Section 21, thence curving to the east thru a point on the east line of said Section 16, said point being 970 feet more or less north of the southeast corner of said Section 16; thence northeasterly to a point on the north line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 15, said point being 550 feet more or less east of the west line of said Section 15; thence northeasterly to a point on the east line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 15, said point being 380 feet more or less north of the southeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 15; thence northeasterly 700 feet more or less to a point in said NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 15, which track is not less than 5400 feet in length.

And in connection with the use of said track the Coal Company hereby grants to the Electric Company the right, privilege and easement in perpetuity of the right-of-way as now located, on which said railroad track passes.

(b) It is expressly understood by the parties hereto, however, that the title to said track, ties and other materials and equipment connected therewith, and the replacements thereof which may be made by the Electric Company, shall be and remain the property of the Coal Company, and that it reserves the right at any time hereafter to use said track in its business, but whenever it does use said track the Coal Company shall thereafter maintain the same in a reasonably safe condition and repair and shall thereafter pay the taxes which may be levied thereon, and it, the Coal Company, shall at all times thereafter keep and maintain said track in such condition that fuel, machinery, equipment and supplies can thereafter be expeditiously and safely transported by the Electric Company over the same from the main line of the Chicago, Burlington and Quincy Railroad Company to the power plant of the Electric Company located in the Northwest quarter of the Southwest quarter of said Section 15; that in the event the Coal Company should fail or refuse to so keep and maintain said tracks or pay the taxes thereon as they accrue, the Electric Company shall have the right to make the necessary repairs and/or pay the taxes thereon and the Coal Company shall promptly, after demand, repay the Electric Company therefor.

It is understood by the parties hereto that mere occasional use of said railroad tracks by the Coal Company, with permission of the Electric Company, shall not be considered an election on the part of the Coal Company to permanently take over and use said railroad track.

(c) That from and after the date of this agreement the Electric Company shall

maintain said railroad tracks and pay the

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the same, provided, however, that the Electric Company may at any time hereafter, if it so desires, abandon the use of such track and in such case shall give the Coal Company written notice of such abandonment and the Electric Company shall not after such notice be responsible for the maintenance of said track, nor shall it be liable for the payment of any taxes which may be levied thereon after the year in which such notice is given. And, also, in case of such abandonment of said track the Electric Company may remove from said track or right-of-way any machinery, rails, ties, structures, equipment or appliances it may have placed thereon, except rails, ties or other materials it may have placed thereon in maintaining said track. Where, in the maintenance of said track rails, ties or appliances require replacing, the Electric Company may retain as its own the old rails, ties or appliances replaced.

(d) Nothing in this agreement contained shall be construed as preventing the Coal Company, at any time it shall so desire, from moving the tracks from the location above described to a new location, but, in so moving the same, the Coal Company shall at its own expense provide adequate spur tracks so that fuel, supplies, machinery and equipment can be delivered by railroad cars on the said power plant site of the Electric Company, provided, that whenever such tracks shall be removed to a location different than that at which they are now located, they shall be so placed and constructed as to conform to track and construction standards of the Chicago, Burlington & Quincy Railroad Company, so that the railroad company may operate its equipment thereon; and, provided, further, that such change will not increase transportation costs of the Electric Company, and such changes will be so made so as not to interrupt the prompt and adequate supply of fuel, equipment, machinery or supplies to the Electric Company's said plant; and, provided, further, that no such changes in location of said track shall be made while the same is under the control and maintenance of the Electric Company, without the consent of the Electric Company.

2. The Coal Company also hereby grants to the Electric Company the right, privilege and easement, in perpetuity, to construct, maintain and operate spur railroad tracks over and across two strips of land located in the North half of the Southwest quarter of Section 15 in Township 57 North of Range 84 West of the Sixth Principal Meridian in said county, which strips of land shall be twenty feet wide, being ten feet on each side of the following described center lines:

(a) Beginning at a point on the South line of the Acme Power Plant Tract, said point being N 69° 06' E, 60 feet from the Southwest corner of said tract, said corner being N 30° 10' E, 2011.1 feet from the Southwest corner of said Section 15; thence along an 18° 50' curve to the right, 340 feet more or less to a point on the center of the existing railroad track, described in paragraph 1 hereof, said curve starting from a tangent which bears S 0° 34' W.; and

(b) Also beginning at a point on the South line of the Acme Power Plant Tract, said point being N 69° 06' E, 122 feet from the Southwest corner of said tract, said corner being N 30° 10' E, 2011.1 feet from the Southwest corner of said Section 15; thence along a 16° 21' curve to the left, 369 feet more or less to a point on the center of the said existing railroad track, said curve starting from a tangent which bears S 60° 12' E.

It is also agreed by the parties hereto that if at any time the Coal Company finds it necessary in the operation of its business to change the location of the spur

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such changes shall be made at the expense of the Coal Company, and it shall remove to such changed locations all tracks, machinery and equipment located on the old location. It is also agreed by the parties hereto that in making such change of location of said spur tracks such changes shall be so made that there will be no interruption of the Electric Company's fuel supply, and the spur tracks shall be so placed as to location, elevation and grade, that they will conform to and connect with the tracks, equipment and machinery, as then constructed, located on the Electric Company's power plant site, situate in the Northwest quarter of the Southwest quarter of said Section 15, and such spur tracks shall also conform to the track and construction standards of the Chicago, Burlington & Quincy Railroad Company so that railroad company will spot railroad cars on said power plant site.

3. It is expressly agreed by the parties hereto that all agreements, heretofore made by the parties hereto or by their respective predecessors, for which the respective parties to this agreement are bound, concerning the railroad track described in paragraph 1 of this agreement, are hereby modified and supplemented, and hereafter said original agreements, as hereby amplified and supplemented, shall govern the rights and liabilities of the parties hereto respecting said railroad as though no other agreements were made.

4. Each and all of the covenants, agreements, benefits and obligations hereof shall enure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

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

Signed in the Presence of:

R. E. McNally

SHERIDAN-WYOMING COAL COMPANY, INC.

By D. H. Pape
Its President.

Attest:

J. T. Kessinger
Asst. Secretary

(CORPORATE SEAL)

Signed in the Presence of:

W. J. Loomis

SHERIDAN COUNTY ELECTRIC COMPANY.

By Thos. W. Hughes
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

WARRANTY DEED RECORD NO. 52

THE HILLS COMPANY, SHERIDAN 55554

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

Sec-
tion
Town-
ship
Range

SW $\frac{1}{4}$ SW $\frac{1}{4}$	30	57	North	83	West
W $\frac{1}{2}$ of W $\frac{1}{2}$	31	57	"	83	"
West $\frac{1}{2}$ and NW $\frac{1}{4}$ of NE $\frac{1}{4}$	14	56	"	84	"
E $\frac{1}{2}$ - lying East of C.B. & Q. Right-of-way	10	56	"	84	"
All of	11	56	"	84	"
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ and that part of NW $\frac{1}{4}$ lying East of Big Goose Creek	3	56	"	84	"
That part NE $\frac{1}{4}$ of NE $\frac{1}{4}$ lying east of Big Goose Creek	4	56	"	84	"
S $\frac{1}{2}$ of SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of SE $\frac{1}{4}$	2	56	"	84	"
E $\frac{1}{2}$ of NW $\frac{1}{4}$	1	56	"	84	"
East $\frac{1}{2}$	33	57	"	84	"
All of	34	57	"	84	"
All of					