

J. Burgess or Jessie H. Burgess or any other person in our 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 hands and seals the 22nd day of

September A. D. 1910.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

David J. Burgess

(SEAL)

W. E. Mills,

Witness as to signature of D. J. Burgess.

R. W. Nichols

Witness as to signature of Jessie H. Burgess.

# STATE OF WYOMING

County of Sheridan

I, W. E. Mills a Notary Public in and for said county, in the state aforesaid, do hereby certify that David J. Burgess personally known to me to be the identical person described in the foregoing instrument, and whose name is subscribed thereto appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

My commission expires on the 28 day of December A. D. 1912.

Given under my hand and Notarial seal, this 22 day of

September A. D. 1910.

W. E. Mills.

Notary Public.

# THE STATE OF WYOMING

County of Sheridan

I, L. B. Glafcke a Clerk of the District Court in and for said county, in the state aforesaid, do hereby certify that Jessie H. Burgess personally known to me as the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth, and expressly waived and released all rights and advantages under and by virtue of all laws of said State of Wyoming, relating to the exemption of homestead. And I further certify that Jessie H. Burgess wife of the said David J. Burgess was by me first examined separate and apart from her said husband, in reference to the signing and acknowledging such deed, the nature and effect of said instrument being explained to her by me, and that she, being by me fully apprised of her right, and of the effect of signing and acknowledging said instrument, did sign the same while so separate and apart from her said husband, and did then acknowledge that she had freely and voluntarily signed and acknowledged the same for the uses and purposes therein set forth, and expressly waived and released all her rights and advantages under and by virtue of all laws of said State of Wyoming relating to the exemption of homestead.

My commission expires on the 2nd day of January, A. D. 1911.

Given under my hand and official seal, this 14th day of October, A. D. 1910.

L. B. Glafcke

Clerk of Court.

John B. Kendrick and wife  
and William C. Irvine  
to  
Sheridan County Electric Co.  
Filed 11.10 A. M.  
October 15th, 1910.  
#39547.

second part;

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do hereby grant, bargain sell and convey unto the said party of the second part, and unto its successors and assigns, the following described real estate, and rights, privileges and easements, situated in Sheridan County, Wyoming, to-wit:

All that certain tract of land, consisting of five acres, more or less, situated in the North Half of the Southwest quarter of Section Fifteen (15), of Township Fifty-seven (57), North of Range Eighty-four (84), West of the 6th P. M. and bounded as follows: beginning at a point North 31° 23' east a distance of 1984.5 feet, more or less, from the south-west corner of said Section Fifteen (15), which point is marked on the ground by a cement monument; thence running north 65° 05' 30" east a distance of 475 feet to a point marked on the ground by a cement monument; thence running north 26° 54' 30" west a distance of 357 feet to a point marked on the ground by a cement monument; thence running south 86° 13' 55" west a distance of 509.5 feet to a point marked on the ground by a cement monument; thence south 26° 54' 30" east a distance of 550 feet to the place of beginning; excepting therefrom, and reserving to the parties of the first part, their heirs and assigns, all mineral rights in said land, including all coal and other mineral beneath the surface of said land; and the other parties of the first part, for themselves, their heirs and assigns, reserve the right to remove at any and all times the

## DEED.

THIS DEED, made this 24th day of September, A. D. 1910, by and between John B. Kendrick and Ella W. Kendrick, his wife, of Sheridan, Wyoming; and William C. Irvine, of Douglas, Wyoming, parties of the first part, and Sheridan County Electric Company, a corporation duly organized and existing under and by virtue of the laws of the state of New Jersey, party of the

coal and other minerals from said land, and to conduct such mining operations thereunder as are reasonably necessary to remove the same; but the parties of the first part for themselves, their heirs, executors, administrators and assigns, covenant and agree to and with the party of the second part, its successors and assigns, that no mining operations shall be carried on beneath the surface of said land by the said parties of the first part, their heirs, executors, administrators or assigns, which shall in any way disturb the surface of said land, or disturb or imperil the safety of any buildings, structures, machinery or improvements at any time erected and maintained, or to be erected and maintained, upon said land by the party of the second part, or its successors or assigns.

Also the right and privilege and easement in perpetuity, to take so much water from Tongue River and from Goose Creek situated in the North Half of the South-West Quarter, the South-East Quarter of the South-west Quarter, and the North-west Quarter of the South-east Quarter, of Section Fifteen (15, of Township Fifty-seven (57), North of Range Eighty-four (84), West of the 6th P. M., as may be necessary or convenient for the construction and operation of the power plant to be erected by the party of the second part on the five acre tract of land hereinbefore described, the said water to be taken from said streams at any point or points that may be convenient; also the right, privilege and easement, in perpetuity, to construct and maintain on the above described land a dam across the channel of Tongue River and a dam across the channel of Goose Creek at such points on the said streams as may be convenient, for the purpose of better securing water for the construction and operation of said power plant, and to construct, lay and maintain over, across and under said land a water pipe, or pipes, from Tongue River and from Goose Creek at such point or points as may be convenient, and extending to the power plant to be erected on the five acre tract of land hereinbefore described. Provided, however, that the rights, privileges and easements hereinbefore granted in respect to water, dams, and water pipes, shall not be used for or in connection with any water power plant;

Also the right, privilege and easement, in perpetuity, to construct, operate and maintain an electric transmission line, and to erect and maintain the necessary poles, wires and fixtures therefor, on, over and across the North Half of the South-west Quarter and the South-east Quarter of the South-west Quarter of Section Fifteen (15, of said Township Fifty-seven (57), the said electric transmission line to lead from the power plant to be erected on the five acre tract of land hereinbefore described and run south parallel to, and five feet more or less west of, the east boundary line of the West Half of the South-West Quarter of said Section Fifteen (15,;

Also the right, privilege and easement, in perpetuity, to enter upon any of the lands hereinbefore described, at any time it may be necessary or convenient to construct, operate, repair or replace said dams, water pipes, and other workings and equipment used for supplying water to the said power plant, or to construct, enlarge, maintain, operate, repair or replace said power plant and said electric transmission line.

TO HAVE AND TO HOLD the real estate and rights, privileges and easements hereinbefore described unto the party of the second part and unto its successors and assigns forever. And the Parties of the first part, for themselves, their heirs, executors, administrators and assigns do covenant and agree to and with the said party of the second part, its successors and assigns, that at the sealing and delivery of this instrument they are well seized in the said premises, in and of a good and indefeasible estate in fee simple and that they are free and clear of all incumbrances whatsoever; except a certain lease for the term of One Hundred Years from the 29th day of June, 1910, held by Acme Coal Company, which lease is dated the 29th day of June, 1910, and given by J. B. Kendrick and W. C. Irvine to said Acme Coal Company; that they have good and lawful right to sell and convey the said real estate and said rights, privileges and easements, subject to lease, and that they will warrant and defend the same against all lawful claims and demands whatsoever, except the rights of said Acme Coal Company in and to said premises under and by virtue of said lease. And the parties of the first part hereby release and waive all rights under and by virtue of the homestead and exemption laws of this state.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF:  
 Chas. A. Kutcher, \_\_\_\_\_ John B. Kendrick \_\_\_\_\_  
 \_\_\_\_\_ Ella W. Kendrick \_\_\_\_\_  
 \_\_\_\_\_ William C. Irvine \_\_\_\_\_

State of Wyoming :  
 County of Sheridan : :

I, Chas. A. Kutcher, a Notary Public in and for said county, in the state aforesaid, do hereby certify that John B. Kendrick and William C. Irvine, personally known to me to be the same 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, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

My commission expires on the 28th day of October, A. D. 1911.

Given under my hand and Notarial Seal this 24th day of September, A. D. 1910.

Chas. A. Kutcher,  
 Notary Public.

Seal.

State of Wyoming :  
 County of Sheridan : :

I, Chas. A. Kutcher, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Ella W. Kendrick, wife of John B. Kendrick, personally known to me to be the same person described in the foregoing instrument and to be the wife of said John B. Kendrick, and whose name is subscribed thereto, appeared before me this day in person, and was by me first duly examined separate and apart from her said husband in reference to the signing and acknowledging of said instrument, the nature and effect of the same 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 instrument, 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.

My commission expires on the 5th day of October, A. D. 1921.

Given under my hand and Notarial Seal this 5th day of October, A. D. 1910.

Seal.

Chas. A. Ketcher,

Notary Public.

# QUITCLAIM DEED

Acme Coal Company

to

Sheridan County Electric Co.

Filed 11.10 A. M.

October 15th, 1910.

#39548.

THIS DEED, made this 30th day of September, 1910, by and between ACME COAL COMPANY, a corporation duly organized and existing under and by virtue of the laws of the state of Wyoming party of the first part, and the SHERIDAN COUNTY ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the state of New Jersey, party of the second part;

WITNESSETH That the party of the first part, for and in consideration of the sum of One Dollar, to it in hand paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released and forever quitclaimed, and by these presents does, for itself, its successors and assigns, remise, release and forever quitclaim unto the said party of the second part, and unto its successors and assigns forever, all such right, title, interest, property possession, claim and demand, as it has or ought to have, in or to the following described real estate, and rights, privileges and easements, situated in Sheridan County, Wyoming, to-wit:

All that certain tract of land, consisting of five acres, more or less, situated in the North Half of the South-west Quarter of Section Fifteen (15), of Township Fifty-seven (57), North of Range Eighty-four (84), West of the 6th P. M. and bounded as follows: beginning at a point North 31° 23' east a distance of 1984.5 feet, more or less, from the south-west corner of said Section Fifteen (15), which point is marked on the ground by a cement monument; thence running north 65° 05' 34" east a distance of 473 feet to a point marked on the ground by a cement monument; thence running north 26° 54' 30" west a distance of 357 feet to a point marked on the ground by a cement monument; thence running south 66° 13' 35" west a distance of 509.5 feet to a point marked on the ground by a cement monument; thence south 26° 54' 30" east a distance of 550 feet to the place of beginning excepting therefrom, and reserving to the party of the first part, its successors and assigns, all mineral rights in said land, including all coal and other minerals beneath the surface of said land; and the party of the first part, for itself, its successors and assigns, reserve the right to remove at any and all times the coal and other minerals from said land, and to conduct such mining operations thereunder as are reasonably necessary to remove the same; but the party of the first part, for itself, its successors and assigns, covenants and agrees to and with the party of the second part, its successors and assigns, that no mining operations shall be carried on beneath the surface of said land by the said party of the first part, or its successors or assigns, which shall in any way disturb the surface of said land or disturb or imperil the safety of any buildings, structures, machinery or improvements at any time erected and maintained, or to be erected and maintained, upon said land by the party of the second part, or its successors or assigns;

Also the right, privilege and easement, in perpetuity, to take so much water from Tongue River and from Goose Creek situated in the North Half of the South-west Quarter, the South-east Quarter of the South-west Quarter, and the North-west Quarter of the South-east Quarter of Section Fifteen (15), of Township Fifty-seven (57), North of Range Eighty-four (84), West of the 6th P. M., as may be necessary by the party of the second part on the five acre tract of land hereinbefore described, the said water to be taken from said streams at any point or points that may be convenient; also the right, privilege and easement, in perpetuity, to construct and maintain on the above described land a dam across the channel of Tongue River and a dam across the channel of Goose Creek at such points on the said streams as may be convenient, for the purpose of better securing water for the construction and operation of said power plant, and to construct, lay and maintain over, across and under said land a water pipe, or water pipes, from Tongue River and from Goose Creek at such points or points as may be convenient, and extending to the power plant to be erected on the five acre tract of land hereinbefore described. Provided, however, that the rights, privileges and easements hereinbefore described in respect to water, dams, and water pipes, shall not be used for or in connection with any water power plant;

Also the right, privilege and easement, in perpetuity, to construct, operate and maintain an electric transmission line, and to erect and maintain the necessary poles, wires and fixtures therefor, on, over and across the North Half of the South-west Quarter and the South-east Quarter of the South-west Quarter of Section Fifteen (15), of said Township Fifty-seven (57), the said electric transmission line to lead from the power plant to be erected on the five acre tract of land hereinbefore described and run south parallel to, and five feet more or less west of, the east boundary line of the West Half of the South-west Quarter of said Section Fifteen (15);

Also the right, privilege and easement, in perpetuity, to enter upon any of the lands hereinbefore described, at any time it may be necessary or convenient to construct, operate, repair or replace said power plant and said electric transmission line.

Also the right, privilege and easement, in perpetuity, to enter upon any of the lands hereinbefore described, at any time it may be necessary or convenient to construct, operate, repair or replace said power plant and said electric transmission line.