

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 in the right of homestead.

My commission expires on the 5th day of October, A. D. 1911.

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

Seal.

Chas. A. Kutcher,

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° 25' 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 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° 15' 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 560 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 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 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.

Chas. A. Kutcher, Notary Public.

TO HAVE AND TO HOLD the said real estate and said rights, privileges and easements hereinafore described, unto the party of the second part, and unto its successors and assigns, forever. It being the intent and purpose of this deed to convey to and vest in the party of the second part an absolute and perfect right and title to the said real estate, and to the said rights, privileges and easements, insofar as the party of the first part has any right, title or interest in and to the land hereinbefore described under and by virtue of a certain lease of said lands given on the 29th day of June, 1910, by J. B. Kendrick and W. C. Irvine to the party of the second part, for a term of one hundred years from said date; also to complete and make absolute and perfect the conveyance of said real estate and said rights, privileges and easements made by John B. Kendrick and Ella W. Kendrick, his wife, and William C. Irvine to the party of the second part, the said conveyance being made by deed dated the 24th day of September, 1910, which contains a provision that the same is made subject to the lease above mentioned.

IN WITNESS WHEREOF the party of the first part has caused this deed to be signed by its President and its corporate seal to be affixed and attested by its secretary the day and year first above written.

IN THE PRESENCE OF:

Chas. A. Kutocher

as to signature of A. K. Craig

ACME COAL COMPANY

E. A. Allen,

By A. K. Craig

as to signature of Isaac Tempofsky

Its President.

Corp. SEAL.

Attest Seal:

Isaac Tempofsky,

Secretary.

State of Wyoming :

ss.

County of Sheridan :

On this 15th day of October, 1910, before me, the undersigned, a Notary Public in and for said County, personally came A. K. Craig, to me known to be the President of Acme Coal Company, the corporation described in and which executed the foregoing instrument, and to be one of the persons who executed the same on behalf of said Acme Coal Company, who being by me duly sworn, did depose and say that he resides in the City and County of Sheridan, State of Wyoming, and that he is president of Acme Coal Company, the corporation described in and which executed the foregoing instrument, and that he knew the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by like order; and that he further acknowledged that he signed, sealed and delivered the said instrument in the name and on behalf of the said company, as by the Board of Directors of said company directed, as his free and voluntary act and deed, of said company.

My commission expires on the 25th day of October, 1911.

Given under my hand and Notarial Seal this 15th day of October A. D. 1910:

Chas. A. Kutocher

Seal.

Notary Public.

State of Missouri, :

ss.

County of Jackson :

On this 7th day of October, 1910, before me, the undersigned, a Notary Public in and for said County, personally came Isaac Tempofsky, to me known to be the Secretary of the Acme Coal Company, the corporation described in and which executed the foregoing instrument, and to be one of the persons who executed the same on behalf of said Acme Coal Company, who, being by me duly sworn, did depose and say that he resides in the City of Kansas City, County of Jackson, State of Missouri, and that he is the Secretary of Acme Coal Company, the corporation described in and which executed the foregoing instrument, and that he knew the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that he further acknowledged that he signed, sealed and delivered the said instrument in the name and on behalf of said company, as by the Board of Directors of said Company directed, as his free and voluntary act and deed and as the free and voluntary act and deed of said company.

My commission expires on the 11th day of June 1911.

Given under my hand and Notarial seal this 7th day of October A.D. 1910

Earl A. Allen, Notary Public.

Seal.

L. B. GLAFCKE as
Administrator of the
Estate of L. J. Mammel,
to
Sarah L. Lindley.
Filed 11.25 A. M.
October 15th, 1910.
#39549.

ADMINISTRATOR'S DEED.

This instrument made this 11th day of October A. D. 1910, at the city of Sheridan, County of Sheridan, State of Wyoming, by and between L. B. Glafcke as administrator of the estate of L. J. Mammel, deceased, party of the first part, and Sarah L. Lindley of Sheridan County, Wyoming, party of the second part, witnesseseth: That whereas on the first day of September, 1910, the District Court of Sheridan County, Wyoming, in the matter of the estate of L. J. Mammel, deceased, then pending before the court

and of which, said court had full and lawful jurisdiction made an order directing and authorizing the party of the first part herein, to sell the real estate hereinafter particularly described, the same being the property of the said estate, and the same being situated in the said County of Sheridan, State of Wyoming; that said real estate was particularly described and specified in said order of sale, which said order of sale is duly entered of record in said matter and is on file and of record in the office of the Clerk of said Court and is hereby referred to and made a part hereof.

And whereas, under and by virtue of said order of sale the said party of the first part did sell to the said party of the second part the said real estate at private sale in compliance with the provisions of said order of sale, and for a cash consideration, which said consideration was not less than the appraised value of the said real estate.

And whereas the said District Court, upon due and legal return of said proceeding under said order of sale, made by the party of the first part on the 8 day of October, 1910, did on