

considerations to it having the receipt whereof is hereby acknowledged, does Acme Coal Company, its successors and assigns, all and singular the right, title and interest of said Railroad Company in and to said certificate of grant of right of way No. 22 of the State of Wyoming, by its State Board of School Land Commissioners of date September 25th, 1910, and in and to all and singular the right of way thereby granted and described, and as more particularly shown by the map filed by the said Grand Island and Northern Wyoming Railroad Company in the office of the Commissioner of Public Lands of said State of Wyoming, including here- in all and all manner of right which the Railroad Company has, or claims to have, in the said right of way flowing from the the said license above recited.

TO HAVE AND TO HOLD, the above described easement or right of way, and the appurtenances thereto belonging, unto the said Acme Coal Company, its successors and assigns, subject:

1. To all and every the conditions, limitations, and reservations set forth in the said certificate of grant of right of way, of date aforesaid, which is by reference made a part hereof.

2. Subject to all and every the stipulations, conditions and agreements expressed and set forth in written agreement executed by the parties hereto of date the 25th day of October, 1910, which said agreement is by reference made a part hereof.

IN WITNESS WHEREOF, Chicago, Burlington and Quincy Railroad Company has caused these presents to be signed by its President, and attested by its Secretary, on this day and year first above written.

(SEAL) Chicago, Burlington and Quincy Railroad Company

Attest: By D. Miller

H. W. Weiss President.

Asst. Secretary.

Form Approved

James E. Kelly

General Solicitor

State of Illinois,)

County of Cook) ss.

Be it known that on this 27th day of October, A.D., 1910, before me, the undersigned, a notary public duly commissioned within and for said County and State, came Darius Miller, President, and Thomas S. Howland, Sec- retary, of Chicago Burlington and Quincy Railroad Company, a corporation, who, by President and Secretary of the said Company, that they know the seal of said Company, and that the seal affixed to the foregoing instrument is the corporate seal of said Company and was affixed by order of said Company; that they signed their respec- tive names thereto as such President and Secretary, by like order, and severally acknowledged the execution thereof to be the free act and deed of said Company and they are personally known to me to be the persons they are both described to be and who executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, on the day and year last above named.

My commission expires February 3rd, 1913.

Fredrick K. Wayne

Notary Public. (SEAL)

Chicago Burlington and Quincy Railroad Company

to Acme Coal Company.
Filed at 2:50 P.M. January 30th, 1911
Pg. 40390

DEED OF EASEMENT.

THIS INSTRUMENT, made this 25th day of October A.D., 1910, between Chicago, Burlington and Quincy Railroad Company, a corporation organ- ized under the laws of the State of Illinois hereinafter called the Railroad Company, of the first part, and the Acme Coal Company, a corpo- ration organized under the laws of the State of Wyoming, hereinafter called the Coal Company, of the second part, **WITNESSETH**, That

the Railroad Company is the owner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Fifteen (15), Township Fifty-seven (57) North, Range Eighty-four (84) West, and the North One-half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-one (21), Township and Range aforesaid, in Sheridan County, Wyoming; and

WHEREAS, under a written agreement between the parties hereto, bearing date the 25th day of October, 1910, certain railroad tracks have been con- structed running from a point of connection with the main track of the Railroad Company at or near its station 2430 plus 37, over said land and other lands to serve the main plant of the Coal Company, and such other industry or indus- tries as may be located thereon under said agreement.

NOW THEREFORE, in consideration of the promises and of the sum of One (\$1.00) dollar in hand paid by the Coal Company to the Railroad Company, the receipt of which is hereby acknowledged, the Railroad Company has granted and does hereby give to the Coal Company, its successors and assigns, the right and easement to use said track or tracks as and remain upon and across the said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Fifteen (15), Township Fifty-seven (57) North, Range eighty-four (84) West, and the North One-half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-one (21), Township and Range aforesaid, in Sheridan County, State of Wyoming, as the same have been located and constructed, as long as said track or tracks shall be

Right of way was assigned to Acme Coal Co. by Chicago Burlington and Quincy Railroad Co. on Jan. 30, 1911.

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operated and used under the terms of the aforesaid written agreement between the parties hereto.

PROVIDED, HOWEVER, that if the Railroad Company shall terminate said written agreement, as provided by the terms thereof, or if said track or tracks shall for any reason cease to be operated as provided therein, then and in that case all the rights of the Coal Company, its successors and assigns, under this indenture, shall ipso facto cease and determine without any further notice, act or proceeding on the part of the Railroad Company.

IN WITNESS WHEREOF Chicago, Burlington and Quincy Railroad Company has caused these presents to be duly executed the day and year first above written.

Chicago Burlington and Quincy Railroad Company,

(SEAL)

By D. Miller

Attest: H. W. Weiss

President.

Asst. Secretary.

Form Approved

J. E. Kelby

General Solicitor.

State of Illinois,)

County of Cook:) ss.

Be it known, that on the 27th day of October, A.D., 1910, before me, the undersigned, a Notary Public duly commissioned within and for said County and State, came Darius Miller, President, and Thomas B. Howland, Secretary, of Chicago, Burlington and Quincy Railroad Company, a corporation, who, by me being duly sworn, did severally depose and say that they are respectively President and Secretary of the said Company; that they know the seal of said Company, and that the seal affixed to the foregoing instrument is the corporate seal of said Company and was affixed by order of said Company, that they signed their respective names thereto as such President and Secretary, by like order, and severally acknowledged the execution thereof to be the free act and deed of said Company and their own free act and deed for the purposes therein expressed, and I certify that they are personally known to me to be the persons they are both described to be and who executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, on the day and year last above named.

My commission expires February 3rd, 1913.

Frederick K. Warr

Notary Public. (SEAL)

Acme Coal Company and others,

Sheridan County Electric Co.
Filed at 3:00 P.M. Jan. 30, 1911
No. 40891

DEED OF MORTGAGE FOR TRACK.

THIS INDENTURE, made this 10th day of December, 1910, by and between ACME COAL COMPANY, a corporation created by and existing under the laws of the State of Wyoming, and John B. Kendrick and Ella W. Kendrick, his wife, of Sheridan, Wyoming, and William C. Irvine and Carolyn W. Irvine, his wife, of Douglas, Wyoming, parties of the first part, and SHERIDAN COUNTY ELECTRIC COMPANY, a corporation created by and existing under the laws of the State of New Jersey, party of the second part, WITNESSETH:

THAT each of the parties hereto of the first part, has, or claims to have, some right, title or interest in, and the parties of the first part, or some of them, are the owners in fee of the North one-half of the Southwest quarter of Section 15, Township 57 North, Range 64 West of the Sixth Principal Meridian, in the County of Sheridan, State of Wyoming, except a portion of the said lands heretofore granted to the party hereto of the second part, and

WHEREAS, pursuant to two certain deeds made to it by Chicago, Burlington and Quincy Railroad Company, the first bearing date the 26th day of October, 1910, and the second being undated, but acknowledged by the said grantor on the 27th day of October, 1910, the said Acme Coal Company, of the first part, is vested with the right and easement to maintain certain tracks and a runaround, (which said tracks and runaround are shown upon a certain tracing marked "Exhibit A", attached to a contract bearing date the 26th day of October 1910, made by the Chicago, Burlington and Quincy Railroad Company with said Acme Coal Company, a copy of which said tracing is hereto annexed and is hereby made a part of this instrument), over the northeast quarter of the northeast quarter of Section 21, and the southeast quarter of the southeast quarter of Section 16, and the southwest quarter of the southwest quarter of Section 15, Township 57 North, Range 64 West, of the Sixth Principal Meridian, County of Sheridan, State of Wyoming, and

WHEREAS, said Acme Coal Company, of the first part, has erected, or caused to be erected, certain tracks and switches, and a runaround, as shown in the tracing hereto annexed, commencing at a point on the main line of said Chicago, Burlington and Quincy Railroad Company, in the Northeast quarter of the northeast quarter of Section 21, in the Township and Range aforesaid, in Sheridan County, Wyoming, and running thence in a northeasterly direction over the aforesaid segment and right of way in said northeast quarter of the northeast quarter of Section 21, and the Southeast quarter of the Southeast quarter of Section 16, and the southwest quarter of the southwest quarter of Section 15, and over said north half of the southwest quarter of Section 15, with a certain switchback which connects the aforesaid tracks, switches and runaround with the power house and property of the party hereto of the second part, which said switchback is wholly situated in the North half of the Southwest quarter of Section 15, and

WHEREAS, it is the intention of the parties hereto of the first part, to the extent that each of the said parties has the legal right so to do, to invest the said party of the second part with a perpetual right and easement to maintain the runaround and switchback hereinbefore referred to, to the end that said party of the second part may be able to transport