

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,

By D. Miller
President.

(SEAL)

Attest: H. W. Weiss
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 S. 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. Warner
Notary Public. (SEAL)

Acme Coal Company and others,

to

Sheridan County Electric Co.
Filed at 3:00 P.M. Jan. 30, 1911
No. 40591

DEED OF EASEMENT FOR TRACK.

THIS INDENTURE, made the 30th 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 V.

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:

WHEREAS, 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 84 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 & 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 & Quincy Railroad Company with said Acme Coal Company, a copy of which said tracing is hereunto 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 84 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 hereunto 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 easement 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

fuel and other materials between its said power house and the main line of the Chicago, Burlington and Quincy Railroad Company, over the said tracks referred to as the runaround and switchback, as aforesaid:

NOW THEREFORE, the parties hereto of the first part, for and in consideration of the sum of One Dollar (\$1.00), to each of them in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns forever, the easement, right and privilege to maintain the track hereinbefore referred to as a runaround and switchback, connecting the aforesaid power house of the said party of the second part with the main line of the Chicago, Burlington & Quincy Railroad Company, located upon and running over the premises hereinbefore referred to, and to use such track for the purposes of transporting fuel and other equipment or property from its said power house to the said main line of the said railroad.

TO HAVE AND TO HOLD the said property, rights and easements unto the said party of the second part, its successors or assigns forever.

IN WITNESS WHEREOF, the parties hereto Of the first part, other than said Acme Coal Company, have hereunto set their hands and seals, and the said Acme Coal Company has caused these presents to be signed by its appropriate corporate officers and its corporate seal to be hereunto affixed, on the day and year first above written.

Witness to signature _____	Acme Coal Co.
of A. K. Craig _____	By A. K. Craig, Pres't.
Chas. A. Kutcher _____	John B. Kendrick _____
Witness to signature _____ (Seal)	Eula M. Kendrick _____
of Isaac Tempofsky _____	Wm C. Irvine _____
B. L. Guthrie _____	Attent. Seal: Carolyn H. Irvine _____
Witness to signature of _____	Isaac Tempofsky _____
John B. Kendrick, Eula W. _____	Secretary.
Kendrick, William C. Irvine and _____	
Carolyn Irvine, _____	
D. W. Gill _____	