

RECORDED JULY 27, 1954, BK 95 PG 127  
NO. 366196, B. B. HINES, COUNTY CLERK

WARRANTY DEED

THIS INSTRUMENT, made the 26th day of June, 1954, by and between the SHERIDAN-WYOMING COAL COMPANY, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having its principal place of business in the County of Sheridan, State of Wyoming, and the GRANTEE, WITNESSETH:

That the grantor, for and in consideration of the sum of One Dollar and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, does, by these presents, grant, bargain, sell, CONVEY AND WARRANT unto the said grantee, all of the surface rights in the following, in the County of Sheridan, State of Wyoming:

Township 57 North, Range 6th West, 6th Principal Meridian

Sec. 3 SW1/4, S34W1/4  
Sec. 7 E1/2  
Sec. 8 S1/4  
Sec. 9 NE1/4 SW1/4, S1/4  
Sec. 10 NE1/4 SW1/4, S1/4  
Sec. 15 NE1/4, NW1/4, NE1/4, NW1/4, E1/2 SW1/4 south of Tongue River, the SW1/4 excepting therefrom (1)

that part of SW1/4 south of Tongue River  
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Sec. 100

EXHIBIT

95/127

706

Township 57 North, Range 85 West, 6th Principal Meridian

A certain tract of land in Sections 14 and 23 as described in Warranty Deed dated January 26, 1916 from George Masters to Peter Kool, recorded in Book 2 of Deeds, Page 214, County Clerk's Office

Together with all such surface water and ditch rights as Grantor may have in the foregoing;

But subject as to all of the foregoing to all existing grazing and other surface leases made by Grantor as lessor, and the right of all tenants and lessees to remove buildings and other improvements placed on said leased premises by them;

And subject further, to one-half of the taxes for 1954 and all taxes for subsequent years;

And subject further, to all existing rights-of-way and easements in favor of third persons over and across the above described lands, including without limitation all streets and highways, County, State and Federal, and telephone and electric power transmission lines;

The Grantor reserving unto itself, its successors and assigns all gas, oil, coal and other minerals contained in all of the above described lands, together with the right to mine, explore, drill, extract and remove the same, and including the right to use so much of the surface of said lands as may be necessary or convenient in order to enable the Grantor, its successors and assigns to mine, explore, drill, extract and remove said oil, gas, coal and other minerals. And in the event that the Grantor, its successors or assigns, shall hereafter mine, drill, explore, extract and remove gas, oil, coal or other minerals and shall utilize any part of the surface of said lands in connection therewith, they shall be free from any liability or claim for damage to the surface of said lands that might be asserted by the Grantee, its successors and assigns, on account of subsidence or other injury to the surface of said lands resulting from such operations, except that in case of any such injury Grantor will pay such actual damage as the parties shall agree has been so caused to any said lands, or in default of such agreement, as shall be determined by arbitration to have been so caused; provided however, that in no event shall Grantor, its successors or assigns, be obliged to pay for such damage more than Ten Dollars (\$10.00) per acre for any of said lands damaged which are dry grazing lands, Fifty Dollars (\$50.00) per acre for any said lands damaged which are bottom lands, and Two Hundred Dollars (\$200.00) per acre for any of said lands damaged which are irrigated lands.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer, the day and year first above written.

(SEAL)

WITNESSES:

*J. P. Brown*  
Assistant Secretary

SHERIDAN-WYOMING COAL COMPANY, Inc.

By \_\_\_\_\_  
President