

RECORDED MARCH 9, 1973, BK 193 PG 2, NO. 622774, B. B. HUME, COUNTY CLERK
SPECIAL WARRANTY DEED

THIS INDENTURE, made this 16th day of February, 1973,
 between HOLLY SUGAR CORPORATION, a New York corporation with principal offices at 100 Chase Stone Center, Colorado Springs, Colorado, hereinafter referred to as "Grantor," and HOMER A. SCOTT, an individual, whose address is 840 Pioneer Road, Sheridan, Wyoming, hereinafter referred to as "Grantee,"

WITNESSETH: That

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10) currency of the United States of America, and other good and valuable consideration to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said Grantee and to his heirs and assigns forever, subject to the reservations and exceptions hereinafter set forth, the following described real estate, situate, lying and being in the County of Sheridan, State of Wyoming, and more particularly described as follows, to-wit:

A tract of land located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 35, Township 56 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at a point on the Easterly right-of-way line of Highway U. S. 87, said point being located East 40 feet and North 60 feet from the South one-quarter corner of said Section 35; thence N. 0° 20' East 2981.7 feet along said Easterly right-of-way to a point; thence S. 89° 40' East, 112 feet to a point; thence S. 41° 10' E. 1769.6 feet, more or less, to a point on the West right-of-way of Highway I-90; thence along said right-of-way S. 0° 14' West, 1725.6 feet, more or less, to the South boundary line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 35; thence along said boundary N. 89° 13' West, 1218.6 feet, more or less, to a point on the East boundary line of the tract conveyed by Grantor to Montana-Dakota Utilities Company, by Deed dated June 12, 1950, filed June 15, 1950, in Book 80 of Deeds, Page 37; thence along the East boundary of said tract N. 0° 20' East, 60 feet

With reference to the property herein conveyed, Grantor excepts and reserves for itself, its successors and assigns, forever, all of the right, title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereinafter discovered, regardless of present value, upon, within, or underlying said premises, or that which may be produced therefrom, including, without limiting the generality of the foregoing language, all petroleum, oil, natural gas, coal and other hydrocarbon substances and products derived therefrom, or fissionable materials, together with all of the exclusive and perpetual right thereto, without, however, the right to use or to penetrate the surface of, or to enter upon, said land within five

together with all improvements thereon, all water, including without limitation Two Hundred Five (205) shares of Park Reservoir Company and any prior appropriation of water for domestic use from Little Goose Creek, particularly for .50 second foot from appropriation dated July 21, 1915 and for 9.5 second foot from appropriation dated July 21, 1915.

Beginning at a point located N. 9° 14' 05" East a distance of 1602.4 feet from the South one-quarter corner of said Section 35; thence S. 89° 44' East, 201.10 feet to a point; thence N. 0° 17' East, 529.95 feet to a point; thence N. 89° 44' West, 201.10 feet to a point; thence S. 0° 17' West 529.95 feet to the point of beginning;

A tract of land located in the NW 1/4 of Section 35, Township 56 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, described as follows:

together with all improvements thereon, water, rights and ditch rights appertaining thereto, excepting and reserving unto the Grantor the following described tract of land:

to a point; thence along the North boundary of said tract, and the North boundary of the tract conveyed by Grantor to Northwest States Utilities Company by Deed dated September 30, 1930, filed December 16, 1930, in Book 30 of Deeds, Page 533, N. 89° 13' West 70 feet to the point of beginning;

hundred (500) feet of the surface thereof, to extricate or remove the same.

With reference to the property herein conveyed, Grantor reserves the right of ingress and egress for and across the westerly portion of the property conveyed. The means of ingress and egress shall be that as presently used until Grantee, his heirs or assigns, advises Grantor, its successors or assigns, of a specific location of ingress and egress after which time the parties shall agree upon the same and a written right-of-way, forty (40) feet wide, the southerly boundary of which shall be contiguous to and coextensive with the northerly boundary of Grantor's premises, shall be granted from Grantee to Grantor and Grantor's right of ingress and egress shall be limited to that specified in the right-of-way grant.

With reference to the property herein conveyed, Grantor reserves and excepts the following:

(1) An easement to operate, maintain, repair, remove or replace a water line within a twenty-foot strip, the center line of which is the location of a presently existing water line used as a fire protection line and which will be used to service the factory building, which said easement is described as follows:

Beginning at the East right-of-way line of U. S. Highway No. 87, that point being located North $0^{\circ} 20'$ E. 2,015.7 feet and East 40 feet from the South one-quarter corner of said Section 35; thence North $89^{\circ} 50'$ E., 209 feet, more or less, to the West boundary of the retained property of Grantor.

(2) An easement to operate, maintain, repair, remove or replace the presently existing fire loop and fire hydrants which encircles the retained property of Grantor.

(3) An easement to maintain and use the presently

constructed sewer line which extends from the west side

of the factory building located on Grantor's retained

property across the western portion of the property here-

in conveyed and empties into Little Goose Creek near the

bridge on Avoca Avenue.

(4) An easement for the presently existing gas pipe-

line connecting Grantor's factory building and crossing

the westerly portion of the property herein conveyed.

(5) An easement for electric lines crossing the

northerly portion of the property herein conveyed to

the factory building on the property being retained by

Grantor.

(6) An easement for telephone lines running

generally across the westerly portion of the property

herein conveyed to the factory building on the property

being retained by Grantor.

Grantee, his heirs and assigns, shall have the right

to move, relocate or change any of the foregoing utilities at his

cost, provided that he first secure the approval of Grantor, its

successors or assigns, in writing and that the relocation of any

of said services will not unduly interrupt the operations of

Grantor, its successors or assigns, or lessees.

Said conveyance herein made by Grantor to Grantee is

made subject to the following exceptions, reservations and pro-

visions, to-wit:

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(1) Any portion of the real property which may have been conveyed by Grantor or the predecessor of Grantor for highway and road purposes.

(2) All rights outstanding, if any, under the reservations and exceptions contained in the patents to said real property.

(3) All taxes and assessments including water assessments and drainage district assessments, if any, for the year 1973 and subsequent years.

(4) All easements, rights of way, leases, permits and licenses of record, including but not thereby limiting the generality of the foregoing, those easements and rights of way enumerated in Exhibit "A" which is attached hereto.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, subject to said exceptions and reservations herein contained, together with the appurtenances, unto the said Grantee, and to his heirs and assigns forever. And the said Grantor does hereby covenant that it will forever warrant and defend all right, title and interest in and to the said premises and the quiet and peaceable possession thereof unto Grantee, his heirs and assigns, against the acts and deeds of Grantor, and all and every person and persons whomsoever lawfully claiming or to claim the same, provided that the warranting of title by the Grantor herein shall be only against all persons claiming by, through or under Grantor, and the Grantor does not warrant title to any water or water rights

EXHIBIT "A"

TO SPECIAL WARRANTY DEED, DATED February 16, 1973.

1. Pipeline easement, dated September 30, 1930, between Grantor and Northwest States Utilities Company
2. Water line agreement between Grantor, Montana-Dakota Utilities Company and Sheridan Flouring Mills, Inc., dated February 15, 1940.

3. Pipeline easement between Grantor and Montana-Dakota Utilities Company, dated March 22, 1950.

4. Right-of-way easement between Grantor and Montana-Dakota Utilities Company, dated November 13, 1950.

5. Electric line easement between Grantor and Montana-Dakota Utilities Company, dated July 13, 1961.

6. Pipeline easement between Grantor and Montana-Dakota Utilities Company, dated October 27, 1965.

All rights that Grantor has under the foregoing agreements,

insofar as they pertain to the lands herein conveyed, are hereby

assigned to the Grantee, his heirs and assigns.

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which pertain to or may pertain to, nor warrant the validity of any certificate of appropriation or irrigation rights with respect to the above-described property.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its _____ President and attested by its Assistant Secretary and its Corporate Seal to be hereto affixed this 16th day of February, A. D., 1973.

HOLLY SUGAR CORPORATION



Copy
Assistant Secretary

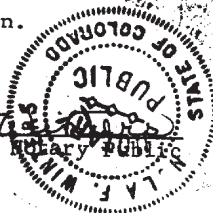
By John B. Bunker
President

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

The foregoing instrument was acknowledged before me this 16th day of February, 1973, by John B. Bunker,

President of Holly Sugar Corporation.

WITNESS my hand and official seal.



My commission expires:

My Commission Expires June 29, 1978