

RAMACO

127
Brook Mine

RECORDED JULY 27, 1954, BK 98 PG 127
NO. 366196, B. B. HUME, COUNTY CLERK

WARRANTY DEED

THIS INDENTURE, made the 28th 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, the GRANTOR, and BIG HORN COAL COMPANY, of the County of Sheridan, State of Wyoming, 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 84 West, 6th Principal Meridian

- Sec. 3 SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$
- Sec. 7 E $\frac{1}{2}$ SE $\frac{1}{4}$
- Sec. 8 S $\frac{1}{2}$
- Sec. 9 NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$
- Sec. 10 NE $\frac{1}{4}$, SW $\frac{1}{4}$, Undivided one-half interest in NW $\frac{1}{4}$
- Sec. 15 NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ south of Tongue River, the SW $\frac{1}{4}$ excepting therefrom (i) the Acme townsite sold to Gothard Bylund in certain Agreement for Warranty Deed and Bill of Sale dated July 15, 1953, and (ii) certain tracts of land deeded to Montana-Dakota Utilities Company, described as follows: Beginning at a point 50 feet north 26° 54' 30" west of a point which is 1984.5 feet north 31° 23' east from the southwest corner; thence south 69° 6' west 100.51 feet; thence north 26° 54' 30" west 420.82 feet; thence north 24° 54' east 127.24 feet; thence south 86° 14' west 509.5 feet; thence south 26° 55' east 363.2 feet; thence south 69° 6' west 477.5 feet to the point of beginning.
- Sec. 14 That part of SW $\frac{1}{4}$ SW $\frac{1}{4}$ south of Tongue River
- Sec. 17 All
- Sec. 18 E $\frac{1}{2}$
- Sec. 19 NE $\frac{1}{4}$ NE $\frac{1}{4}$, All of SE $\frac{1}{4}$ NE $\frac{1}{4}$ except the SW $\frac{1}{4}$ thereof sold to William Long, also all that portion of NW $\frac{1}{4}$ NE $\frac{1}{4}$ lying east of Tongue River
- Sec. 20 NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, All NE $\frac{1}{4}$ north of C. B. & Q. Railroad Company right-of-way
- Sec. 21 All except tracts and lots of Model Townsite owned by parties of record, and except that portion of SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying between the North line of the C. B. & Q. Railroad right-of-way and the North line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, consisting of 4 acres, more or less, as conveyed to Bruno Romeo.
- Sec. 22 All
- Sec. 27 NE $\frac{1}{4}$ S $\frac{1}{2}$, and the N $\frac{1}{2}$, except a tract of land described as follows: Beginning 535.5 feet north 59° 30' east from the West Quarter corner of said Sec. 27; thence north 15° 12' east 200 feet; thence south 73° 48' east 200 feet; thence south 16° 12' west 200 feet; thence north 73° 48' west 200 feet to the point of beginning.
- Sec. 28 NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

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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 Kooi, 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)

ATTEST:

J.P. Brown
Assistant Secretary

SHERIDAN-WYOMING COAL COMPANY, Inc.

By _____
President

THE STATE OF WYOMING)
)SS
COUNTY OF SHERIDAN)

On this 28th day of June, 1954, before me personally appeared Walter J. Johnson to me personally known, who, being by me duly sworn did say that he is the President of SHERIDAN-WYOMING COAL COMPANY, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Walter J. Johnson acknowledged said instrument to be the free act and deed of said corporation.

My commission expires April 28th, 1956.
Given under my hand and notarial seal this 28th day of June, 1954.



H. Blinn

Notary Public

UNOFFICIAL