Filed: 3/20/2024 12:03:45 PM WEQC

## **EXHIBIT**

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## WARRANTY DEED

THIS INDENTURE, made the 24th day of December, 1957, by and between R. L. Greene, Rose Greene, Elden Keith, Zola Keith, Lee Keith, Leon Keith and John Criswell, of Johnson County, Wyoming; W. B. Barnard, of Natrona County, Wyoming; A. C. Harding and Otis Reynolds, of Crook County, Wyoming; Harry T. Thorson, of Meston County, Wyoming; Evelyn Ilsley, of Laramie County, Wyoming and Waldo Teeter, of Albuquerque, Bernalillo County, New Mexico, GRANTORS, and Bethlehem Steel Company, a Delaware Corporation, of Bethlehem, Pennsylvania, GRANTEE, WITNESSETH:

That the Grantors for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged by the Grantors, do, by these presents, grant, bargain, sell, convey and warrant unto the said Grantee, its successors and assigns, all of the bentonite in, under and upon those certain placer mining lands and premises known as the Waldo Teeter No. 16, Waldo Teeter No. 17, Waldo Teeter No. 18, R. L. Greene No. 77, R. L. Greene No. 78, R. L. Greene No. 79, R. L. Greene No. 76, R. L. Greene No. 75, R. L. Greene No. 74, R. L. Greene No. 73, R. L. Greene No. 67, R. L. Greene No. 68, R. L. Greene No. 69, R. L. Greene No. 70, R. L. Greene No. 71, R. L. Greene No. 72, R. L. Greene No. 1, R. L. Greene No. 4, R. L. Greene No. 5, R. L. Greene No. 2, R. L. Greene No. 3, R. L. Greene No. 6, R. L. Greene No. 10, R. L. Greene No. 11, R. L. Greene No. 13, R. L. Greene No. 12, R. L. Greene No. 14, R. L. Greene No. 15 and R. L. Greene No. 16,

STATE OF WYOMING COUNTY OF JUHASUN Ss.

This instrument was filed for record on 1:30.1955

particularly described in a certain patent from the United States of America, numbered 1176995, to the above named Grantors, which said patent was dated November 29, 1957, filed for record in the office of the County Clerk and Ex-Officio Register of Deeds,

Johnson County, Wyoming, on the 6th day of December, 1957, and duly recorded in Mining Book A-15 at Pages 195-7, records of said county and state, and filed for record in the office of the County Clerk and Ex-Officio Register of Deeds, Natrona County,

Wyoming, on the <a href="lith">11th</a> day of <a href="December">December</a>, 1957,
and duly recorded in Deed Book <a href="169">169</a> at pages <a href="132">132</a>,
records of said county and state, as follows, to-wit:

## IN TOWNSHIP 41 N. R. 83 W., 6TH P.M.

R. L. Greene No. 70 claim, embracing; Sec. 24, NW4SE4

- R. L. Greene No. 71 claim, embracing; Sec. 24, E2SE1 Sec. 25, NEINE
- R. L. Greene No. 72 claim, embracing; Sec. 25, SEINEI; EZSEI
- 1 claim, embracing; R. L. Greene No. Sec. 13,  $NE_4$
- 4 claim, embracing; Sec. 13, SE R. L. Greene No.
- R. L. Greene No. 5 claim, embracing; Sec. 24, NE

## IN TOWNSHIP 41 N. R. 82 W., 6th P.M.

- R. L. Greene No. 2 claim, embracing; Sec. 18, Lots 1,2;  $E_2^2NW_4^2$
- 3 claim, embracing R. L. Greene No. Sec. 18, Lots 3,4; E2SW3
- R. L. Greene No. 6 claim, embracing; Sec. 19, Lot 2; SEANWA
- R. L. Greene No. 10 claim, embracing; Sec. 19, Lots 3,4; E2SW2
- R. L. Greene No. 11 claim, embracing; Sec. 30, Lots 1,2; E2NW4
- R. L. Greene No. 13 claim, embracing;
- Sec. 30, W2NE4

  R. L. Greene No. 12 claim, embracing Sec. 30, Lots 3,4; E2SW4
- R. L. Greene No. 14 claim, embracing; Sec. 30, SE}
- R. L. Greene No. 15 claim, embracing; Sec. 31, Lots 1,2; E2NW4
- R. L. Greene No. 16 claim, embracing; Sec. 31, NE<sup>1</sup>

The above described premises contain 4057.43 acres.

All of the above described lands are situate in Johnson County, Wyoming, except SE1 Section 25, T. 41 N. R. 83 West, 6th P.M.; also, Lots 3 and 4, E2SW1, SE1 Section 30; Lots 1 and 2,  $E_2^1NW_4^1$ ,  $NE_4^1$  Section 31, T. 41 N. R. 82 W., 6th P.M., all of which is situate in Natrona County, Wyoming.

That no portion of said 4057.43 acres, either in Johnson or Natrona Counties, has ever been used or occupied as homestead premises by any of the grantors or any of the members of their respective families, and said premises are not now being so used or occupied.

The Grantors, for themselves, their heirs, executors, administrators, and assigns, covenant and agree with the Grantee, its successors and assigns forever, to warrant and defend the title to the bentonite in, under and upon the aforesaid placer mining lands and premises unto the Grantee, its successors and assigns, against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

TO HAVE AND TO HOLD all of the bentonite in, under and upon the aforesaid placer mining land and premises, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, unto the said Grantee above named, its successors and assigns forever; subject, nevertheless, to the following conditions and stipulations:

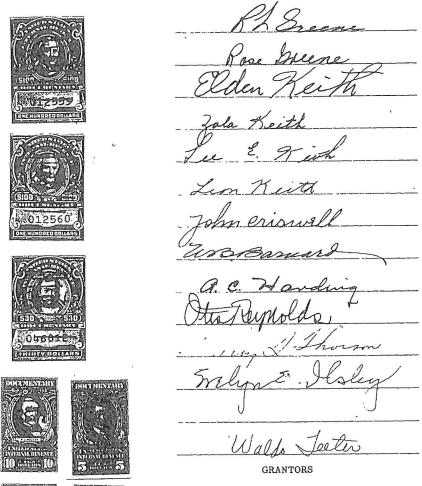
l. That the surface rights to the above described mining premises are hereby excepted from this deed and shall remain in the Grantors, together with the right to all other minerals, except the bentonite, which at all times shall remain the property of the Grantee, its successors and assigns; and said Grantee, its successors and assigns, shall at all times have the full and exclusive right to mine and remove the bentonite from the above described placer mining lands and premises. The Grantee, its successors and assigns, may enter, reenter, use and occupy so much of the surface thereof as may be required for all purposes reasonably incident to the mining and removal of said bentonite, including drilling, stripping of the overburden from the bentonite, depositing such overburden on the surface of said premises, and other activities connected with the mining, production and removal of bentonite therefrom, without any liability in damages

to the Grantors, or any of them, or to any person or persons claiming through or under them or any of them, for any injury to the surface of said premises by reason thereof.

- 2. The Grantee, its successors and assigns, to the extent reasonably practicable, shall conduct stripping, mining and related activities in such a manner as to cause the least inconvenience to anyone at the time exploiting other minerals on said premises, or carrying on ranching or grazing operations; but, the mining of bentonite shall at all times remain and be regarded as the dominant and primary use of said premises, and that in case of conflict as to the conduct of its bentonite mining operations, or activities thereon, the right of the Grantee, its successors and assigns, to use the premises and to conduct its mining activities, shall prevail.
- 3. That in the use of the surface of said mining lands for the purposes aforesaid, the Grantee will at all times protect the fences, gates, irrigation ditches, flumes, reservoirs, and roads which exist, or may hereafter be constructed on said premises, and will erect all necessary cattle guards through the fences of the Grantors on any roads it may build which may be necessary for, or connected with, its bentonite mining operations and activities.
- 4. That the Grantee may erect on said premises any buildings, installations, or drilling equipment pertinent to the mining, production or removal of bentonite, which may include the erection of any lines necessary to bring public utility service to the premises where drilling, mining or other activities connected with the mining, production or removal of bentonite may be carried on by the Grantee, its successors and assigns.

5. That this deed is made subject to the terms, reserva-

IN WITNESS WHEREOF the Grantors have hereunto set their hands on the day and year first above written.



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STATE OF WYOMING )
) SS.
County of Johnson)

On this 27th day of Delamber, 1957, before me, a Notary Public within and for said County and State, personally appeared R. L. Greene, Rose Greene, Elden Keith, Zola Keith, Lee Keith, Leon Keith and John Criswell, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they freely and voluntarily signed, executed and delivered the same for the purposes inergin stated.

My Commission expires Juliary 2/ 1960.

Witness my hand and seal in the County and State afore-

said, the day and year first above written.

STATE OF WYOMING )

One of Natrona)

SS.

On this 26 day of Occube, 1957, before me, a Notary Public within and for said County and State, personally appeared W. B. Barnard, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he freely and voluntarily signed, executed and verivered the same for the purposes therein stated.

My Commission expires by 20 th 1958
Witness my hand and seal in the County and State aforesaid, the day and year first above written.

N. h. Barnard

STATE OF WYOMING)
) SS.
County of Crook )

On this 7th day of farming, 1957, before me, a Notary Public within and for said County and State, personally appeared A. C. Harding and Otis Reynolds, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they freely and voluntarily signed, executed and delivered the same for the purposes therein stated.

My Commission expires with 23, 1961

Witness my hand and seal in the County and State aforesaid, the day and year first above written.

MOTARY PUBLIC

STATE OF WYOMING)

SS.

County of Weston)

On this day of MANNARY, 1958, before me, a Notary Public within and for said County and State, personally appeared Harry T. Thorson, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he freely and voluntarily signed, executed and delivered the same for the purposes therein stated.

Charles W Smith &

STATE OF WYOMING )

Ounty of Laramie)

On this 7 day of formula , 1957, before me, a Notary Public within and for said County and State, personally appeared Evelyn Ilsley, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she freely and voluntarily signed, executed and delivered the same for the purposes therein stated.

My Commission expires <u>August 3/955</u>.

Witness my hand and seal in the County and State aforesaid, the day and year first above written.

STATE OF NEW MEXICO )
) SS.
County of Bernalillo)

On this day of letter, personally and State, personally appeared Waldo Teeter, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he freely and voluntarily signed, executed and delivered the same for the purposes therein stated.

My Commission expires My Commission Expires Sept. 12, 1959

Witness my hand and seal in the County and State afore-

Gehrand ) Meth