

# EXHIBIT

# E

WARRANTY DEED

R. L. Greene and Rose Greene, husband and wife, grantors, of Buffalo, Johnson County, Wyoming, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, grant, bargain, sell, convey and warrant to Mitchell Johnson and Jean Johnson, husband and wife, as tenants by the entireties, and not as tenants in common; it being the intention hereto that in the event of the death of either of the last mentioned parties, the entire fee simple title shall vest in the surviving party, grantees, of Johnson County and State of Wyoming, the surface only of the following described real estate, situate in Johnson County, Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of said state, to-wit:

Twn. 41 N. R. 83 W., 6th P. M.

Section 1: Lots 1, 2, 3, 4, S 1/2 N 1/2

The above described premises contain 319.83 acres of land according to the government survey thereof.

TO HAVE AND TO HOLD said surface of said lands and premises, together with all rights, privileges, immunities and appurtenances of whatever nature thereunto belonging, unto said Grantees, above named, successors and assigns forever; subject, however, to the following conditions, restrictions and stipulations:

1. All mineral rights belonging or in anywise appertaining to the above described lands and premises, including bentonite, are hereby excepted from this deed and shall remain in the Grantors, their heirs, devisees, successors and assigns.

94523

STATE OF WYOMING }  
 COUNTY OF JOHNSON } ss.  
 This instrument was filed for record on 2-21-1956  
 at 4:30 P.M., and was duly recorded in Book 225 page  
 29-37 Fee \$  
 \_\_\_\_\_ Register of Deeds.  
 By \_\_\_\_\_ Deputy

2. That the bentonite belonging to said lands and premises was, on December 24, 1957, sold and conveyed to Bethlehem Steel Company, a corporation of Bethlehem, Pennsylvania, which deed was recorded in Johnson County, Wyoming, January 30, 1958, in Book A-15 of Deeds, page 362.

3. That said Bethlehem Steel Company, its successors and assigns, shall at all times have the full and exclusive right to mine and remove the bentonite from said lands and premises. They also 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 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 liability in damages for any injury to the surface of said premises by reason thereof.

4. That all stripping, mining and related activities shall be done in such a manner as to cause the least inconvenience to anybody at the time of exploiting or producing other minerals on said premises, or carrying on ranching or grazing operations.

5. That in the use of said premises for said mining purposes, all fences, gates, irrigation ditches, flumes, reservoirs and roads which exist, or may hereafter be constructed on said premises, will be protected at all times; and, when necessary, cattle guards through fences, and on any roads prepared by Bethlehem Steel Company, its successors

and assigns, will by them be constructed, which may be necessary for, or used in connection with, its bentonite operations and activities.

6. That necessary buildings, installations, or drilling equipment pertinent to the mining, production or removal of bentonite, may be erected by said company, its successors and assigns, or by said Grantors, including 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, or for any other mining or drilling purposes where the exploration or production of other minerals is concerned.

7. That aside from the mining and production of bentonite, the Grantors herein may at all times have the right of ingress and egress to said premises for the exploration and obtaining of minerals other than bentonite, and may use and occupy said premises in any reasonable manner pertinent to their exploration, mining, or drilling operations.

8. That in case of doubt, the deed mentioned in Paragraph 2 hereof may be referred to, and its provisions shall prevail.

IN WITNESS WHEREOF, the Grantors above named have hereunto set their hands this 31st day of July, 1961.

R. L. Greene

Rose Greene

Grantors

STATE OF WYOMING )  
 ) SS.  
County of Johnson )

On this 31st day of July, 1961, before me personally appeared R. L. Greene and Rose Greene, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the rights of homestead.

My commission expires My Commission expires January 21, 1964.



Witness my hand and seal in the county and state aforesaid, the \_\_\_\_\_ day and \_\_\_\_\_ year first above written.

*Robert A. Hill*  
NOTARY PUBLIC