

PIN: 945201002

OBJECTID: 4332

PIN: 945201002

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accountNo: R4516034

Owners Name: RUTH V. SWISHER REVOCABLE TRUST

Mailing Address1: 2701 WEST AVE

Mailing City: BURLINGTON

Mailing State: IA

Mailing ZIP: 52601-0000

W2 NE4 SECTION 20

T-5-N R86W

Parcel 945201002

6782 ft

5870 ft

Routt County ASSESSOR

Account: R4516034

Location		Owner Information		Assessment History	
Parcel Number	945201002	Owner Name	RUTHY, SWISHER REVOCABLE TRUST	Actual Value (2015)	\$2,000
Tax Area	51 - "RE3" MID-ROUTT Area east of CR-27, between Hayden & Oak Creek	Owner Address	2701 WEST AVE BURLINGTON, IA 52601-0000	Assessed	\$580
Situs Address				Tax Area: 51	Mill Levy: 66.625000
Legal Summary	W2NE4 SEC 20-5-86			Type	Actual
TOTAL 80A				Land	\$2,000
				Assessed	\$580
				Acres	80.000

Recorded Transfers — most recent four only (see "All Transfers" on left sidebar for full transfer history)

Sale Date	Sale Price	Doc Type	Reception Number	Book Page	Grantor
07/23/1997	\$0	SWD	481135	B: 736 P: 87	SWISHER, PAUL A.
04/25/1995	\$0	WD		B: 707 P: 464	

Tax History

Tax Year	Taxes
2015	\$38.64
2014	\$35.32

* Estimated

Images

Photo

GIS



PEABODY COLORADO MINING, LLC

Twentymile Mine
29515 Routt County Road 27
Oak Creek, CO 80467
970.879.3800

November 13, 2015

Mr. Paul A. Swisher, Trustee
Ruth V. Swisher Revocable Trust
2701 West Avenue
Burlington, IA 52601

RE: Surface Property Located in W2 NE4 Section 20, T5N, R86W, 6th P.M.
Containing 80 Acres

Dear Mr. Swisher:

On Thursday, November 12, 2015, Twentymile Coal, LLC submitted a request to the Colorado Division of Reclamation, Mining and Safety (CDRMS) for the review and approval of a Minor Revision to our existing approved Permit No. C-82-056 for the installation, operation, and reclamation of an access road and a utility borehole, to be located over our underground mining area identified as the 13-Left Outby Gateroad.

As allowed under the attached Warranty Deed granted by you and effective on January 6, 1997, the access road to this borehole site will cross your surface property located in the W2, NE4 of Section 20, T5N, R86W. The borehole will also be located on this same property designation as shown on the attached drawing.

I apologize that my first contact is by this letter, but I have not been able to find a telephone number for you. Once you review this letter and supporting documents, please feel free to give me a call.

Respectfully submitted,

Twentymile Coal, LLC

Michael A. Berdine
Manager – Technical Resources

Enclosures

Kendra Quick – Peabody Energy
Jerry Nettleton – Twentymile Coal, LLC

LC# 2000-080
DISPLAY # 1 BY 6.B.
SCAN DATE 6-21-04

WARRANTY DEED

Documentary Fee
Date 1/31/97
\$ none

THIS WARRANTY DEED is made effective the 6th day of January, 1997, by and between **PAUL A. SWISHER**, a single man, with an address at 2701 West Avenue, Burlington, Iowa 52601 (hereinafter referred to as "Grantor"), and **CYPRUS WESTERN COAL COMPANY**, a Delaware corporation, with an address at 29587 Routt County Road #27, Oak Creek, Colorado 80467 (hereinafter referred to as "Grantee").

WITNESSETH, THAT, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey unto the said Grantee, and to its successors and assigns forever, all of Grantor's right, title, interest, claim and demand, both at law and in equity, of, in and to *the Wadge seam of coal, including any and all coal bed methane gas which may be removed incidental to the mining and removal of the Wadge seam of coal (the "Coal"), and any other form of gas that may reside in the void left by mining, together with all the mining rights and other property rights and privileges connected therewith*, in and underlying that certain tract or parcel of land (the "Land") located in the County of Routt, State of Colorado, as further described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all of the rights, privileges and franchises thereunto incident, and all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said Grantor, both in law and in equity, of, in and to the above described Coal in and underlying the Land, with the hereditaments and appurtenances.

TOGETHER WITH, to the extent now owned by Grantor, the right to use as much of the surface and subsurface of the Land as may be found necessary, useful or convenient in carrying out the purposes of Grantee's underground mining operations in accordance with the methods adopted by Grantee nor shall Grantee be required to leave or provide subjacent or lateral support for the overlying strata or surface or anything located thereon, therein or thereunder.

TOGETHER WITH, to the extent now owned by Grantor, the free and uninterrupted right-of-way under said Land at such point or points and in such manner and at such times as the Grantee, its successors and assigns, may desire for the purpose of digging, mining, removing and carrying away all or any portion of the Coal in and underlying the Land; and with the right to dig, mine, remove and carry away under the said Land any adjoining or other coal now owned or that may hereafter be

cowd.004/ltg

- 1 -

acquired by the Grantee, its successors and assigns; and with the right to construct and maintain ways or passages under the said Land for the transportation, transmission or conducting of any and all supplies and other things which the Grantee, its successors and assigns, may desire to use in digging, mining, removing and carrying away said Coal or any adjoining coal or other coal now owned or that may hereafter be acquired by the Grantee, its successors and assigns.

TO HAVE AND TO HOLD the above described Coal in and underlying the Land with the appurtenances, unto said Grantee, its successors and assigns, forever; and the said Grantor, for his heirs, successors and assigns, does hereby covenant and agree to and with the said Grantee and its successors and assigns that Grantor is lawfully seized in fee of the aforesaid Coal in and underlying the Land; that the same are free of all encumbrances except as otherwise stated below:

This conveyance is made under and subject to all prior oil and gas leases; all prior conveyances of record of portions of the Coal underlying the Land or interests in the Coal, or of any rights, titles or interests herein; existing oil and gas wells; reservations of rights to drill for oil, gas, water and other minerals of record; and all exceptions, reservations, conditions, rights, privileges, easements, encumbrances or rights-of-way as are contained within prior instruments of record affecting the Coal underlying the Land or as are apparent from an inspection of the Land; and

that Grantor has good right to sell the same to Grantee as aforesaid; and that the before conveyed Coal Grantor will warrant and defend forever.

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed the date and year first above written.



Paul A. Swisher

INDIVIDUAL ACKNOWLEDGMENT - COLORADO

STATE OF IOWA

COUNTY OF

Des Moines

)
) ss.
)

The foregoing instrument was acknowledged before me this 8th day of January, 1997, by Paul A. Swisher.

Witness my hand and official seal.



Jason L. Clay
Notary Public

2208 Summer
Burlington, Iowa
Address

My Commission expires: 12-9-99

EXHIBIT "A"

Attached to and made a part of that certain Warranty Deed dated effective the 6th day of January, 1997 between Paul A. Swisher, Grantor, and Cyprus Western Coal Company, Grantee, covering the following described tract or parcel of land located in the County of Routt, State of Colorado, to-wit:

Township 5 North, Range 86 West, 6th P.M.
Section 20: W/2 NE/4

containing 80.00 acres, more or less.

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