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INDEXED RECORDED IN THE
MICROFILM RECORDS
JACOB R. GONZALES
COUNTY CLERK

DEED WITHOUT WARRANTY

UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Nebraska, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid, conveys to RICHARD L. GOODMAN, a married man dealing in his sole and separate properties, with address of P.O. Box 45, Cheyenne, Wyoming 82003, Grantee, the real estate situate in the Counties of Albany and Laramie, State of Wyoming, described in Exhibit A hereto attached and hereby made a part hereof.

EXCEPTING from this grant and RESERVING unto the Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including without limiting the generality of the foregoing, sand and gravel and associated borrow material, precious metals and gems, diamonds, coal, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove, process and dispose of, said minerals by any means or methods suitable to Grantor, its successors and assigns, including the right of access to and use of, such parts of said described lands, upon or below the surface thereof, as may be necessary or convenient for any purpose in connection with exploration for, removal, storage, disposition and transportation of, said minerals and the deposit of tailings; and together also with the perpetual right to remove the subjacent support from the surface of said described lands (except such as is necessary for the support of permanent structures erected thereon prior to the time such right is exercised) without thereby incurring any liability whatsoever for damages so caused.

Grantee specifically acknowledges Grantor's title to the minerals and mineral rights herein reserved, and that other than payment for damages mentioned below, no other payments will be due.

It is expressly understood and agreed that should payment become due Grantee, its successors or assigns, as a result of damage to the real estate described in Exhibit A in the exercise by Grantor, its successors and assigns, of the rights herein reserved, by statute or as a result of excessive use (it being understood that, at common law, the retained interest of Grantor is the dominant estate, and Grantee's interest is the subservient estate), the amount due shall not exceed the value (as determined by the use of the real estate described in Exhibit A at the time the damage is sustained) of that portion of the real estate described in Exhibit A actually used by the Grantor, its successors and assigns, and in no event shall the amount per acre used to calculate such damages exceed the per acre amount used to determine the sale price stated in contract between the Grantor and Grantee covering purchase and sale of the real estate described in Exhibit A. It is also understood that this covenant with respect to payment of damages resulting from exercising reserved mineral rights shall be a covenant running with the surface ownership of the real estate

X

described in Exhibit A and shall not be separated therefrom.

As special consideration, without which this grant would not be made, it is understood and agreed that Grantee, its successors and assigns, will not withhold such surface owner's consent as may be requisite prior to Grantor, its successors and assigns exercising the rights to minerals herein reserved. It is also agreed that the covenant to not withhold surface owner's consent as aforesaid shall be a covenant running with the surface ownership and shall not be separated therefrom.

This deed is made SUBJECT to the following:

(a) All taxes and assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the premises described in Exhibit A which became or may become due and payable in the year 1995 shall be prorated as of the date of delivery of this deed by Grantor to Grantee, said date being the 34th day of May, 1995; and Grantee assumes and agrees to pay, or to reimburse Grantor for, if paid by it, all such taxes and assessments and installments of assessments applicable to the period subsequent to the date of delivery of this deed and assumes all taxes and all assessments and all installments of assessments which may become due and payable after said year.

(b) All liens, encumbrances, clouds upon, impairments of and defects in the title created or permitted to be created by Grantee on and after the date of delivery of this deed by Grantor to Grantee, and any and all restrictions and limitations imposed by public authority, and any easements, restrictions and/or outstanding rights of record, and exceptions, reservations and conditions contained in prior deeds or open and obvious on the ground.

It is expressly understood that the subjacent support of the premises hereby conveyed may have been impaired by mining operations heretofore carried on beneath the surface thereof, and the sale and conveyance of said premises is upon the condition that Grantor, its successors and assigns, shall not be liable for damages resulting therefrom.

TO HAVE AND TO HOLD, subject to the aforesaid exceptions reservations and other provisions, the said premises with all the rights and appurtenances thereunto belonging unto Grantee, its heirs and assigns, forever, and Grantor hereby covenants with Grantee that the conveyance made hereunder is without warranty, express or implied.

In accordance with Section 1445 (b) (2) of the Internal Revenue Code, Grantor, Federal ID No. 13-2678588, certifies that it is not a foreign corporation and withholding of Federal Income Tax from the amount realized will not be made by Grantee. Grantor understands that this certification may be disclosed to the

Internal Revenue Service by the Grantee and that any false statement made here could be punished by fine, imprisonment, or both.

Also, as special consideration, without which this grant would not be made, Grantee, its successors and assigns, agrees to indemnify, protect and hold harmless Grantor, its directors, officers, shareholders, employees and agents, and their respective heirs, successors, personal representatives and assigns, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, punitive damages, losses, costs, liabilities, interest, attorney's fees, including without limitation, environmental pollution damages of whatever nature or kind arising out of or in any way connected with the ownership or use of the real estate described in Exhibit A or development of ground water resources underlying the real estate described in Exhibit A, or arising out of or in any way connected with any activities of any nature on the real estate described in Exhibit A after February 15, 1995.

IN WITNESS WHEREOF, UNION PACIFIC LAND RESOURCES CORPORATION has caused these presents to be signed by its Attorney-in-Fact this 22nd day of May, 1995.

NO SEAL AVAILABLE

UNION PACIFIC LAND RESOURCES CORPORATION

By: [Signature]
Its: Attorney-in-Fact

STATE OF TEXAS)
) ss:
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 22 day of May, 1995, by G.E. Peters as Attorney-in-Fact of UNION PACIFIC LAND RESOURCES CORPORATION.

WITNESS my hand and official seal.



Alicia K Powell
Notary Public

EXHIBIT "A"

All of the East Half (E1/2) of Section Seven (7), Township Thirteen (13) North, Range Seventy (70) West of the Sixth (6th) Principal Meridian, Laramie County, Wyoming, excepting therefrom that portion previously conveyed to the State of Wyoming by Quitclaim Deed dated April 3, 1962, recorded April 28, 1962, in Book 727, Page 234, Laramie County Records and the Union Pacific Railroad Company right-of-way; and

7-13-70 ✓
All of the West Half (W1/2) of Section Seven (7), Township Thirteen (13) North, Range Seventy (70) West of the Sixth (6th) Principal Meridian, Albany County, Wyoming, excepting therefrom that portion previously conveyed to the State of Wyoming by Quitclaim Deed dated April 3, 1962, recorded April 28, 1962, in Book 120, Page 131, Albany County Records and the Union Pacific Railroad Company right-of-way; and I-80 ROW

3-13-71
All of Section Three (3), Township Thirteen (13) North, Range Seventy-one (71) West of the Sixth (6th) Principal Meridian, Albany County, Wyoming, situated north of the northerly boundary of Interstate Highway 80 as described in that Quitclaim Deed to the State of Wyoming dated April 3, 1962, recorded April 28, 1962, in Book 120, Page 131, Albany County Records; and

6-13-71
All of the North Half (N1/2) of the Northwest Quarter (NW1/4) of Section Six (6), Township Thirteen (13) North, Range Seventy-one (71) West of the Sixth (6th) Principal Meridian, Albany County, Wyoming, excepting therefrom that portion previously conveyed to the State of Wyoming by Donation Quitclaim Deed dated September 7, 1983, recorded June 29, 1984, in Book 340, Page 167, Albany County Records; and

13-13-71
All of Section Thirteen (13), Township Thirteen (13) North, Range Seventy-one (71) West, Albany County, Wyoming; and

15-13-71
All of Section Fifteen (15), Township Thirteen (13) North, Range Seventy-one (71) West of the Sixth (6th) Principal Meridian, Albany County, Wyoming, lying south and east of the Union Pacific Railroad Company operating right-of-way; and

31-14-71
All of Section Thirty-one (31), Township Fourteen (14) North, Range Seventy-one (71) West, Albany County, Wyoming, excepting therefrom that portion previously conveyed to AT&T by Warranty Deed dated May 27, 1941, recorded June 24, 1941, in Book 136, Page 472, Albany County Records; and QX TR #E-1

33-14-71
All of Section Thirty-three (33), Township Fourteen (14) North, Range Seventy-one (71) West of the Sixth (6th) Principal Meridian, Albany County, Wyoming, excepting therefrom that portion previously conveyed to State Highway Commission of Wyoming by Quitclaim Deed dated July 10, 1964, recorded August 19, 1964, in Book 139, Page 579, Albany County Records. Not drawn

The above described lands contain an area of 3,152.30 acres, more or less.