

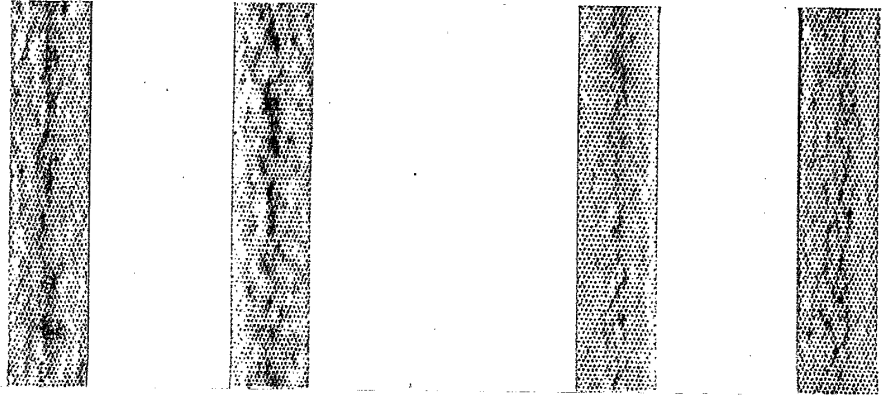
SPECIAL WARRANTY DEED

UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Nebraska, Grantor, for and in consideration of the sum of Three Thousand Nine Hundred Ninety-Two Dollars and Thirty Cents (\$3,992.30) in hand paid, conveys and warrants to REYNOLDS STREET PARTNERS, a partnership of the State of Wyoming, consisting of Conrad F. Doblner and Clifford F. Doblner, Partners, whose postal address is 208-D McConnell Street, Laramie, Wyoming 82070, Grantee, the parcel of real estate situate in the East Half of the Northwest Quarter (E 1/2 NW 1/4) of Section 28, Township 16 North, Range 73 West of the Sixth Principal Meridian in the County of Albany, State of Wyoming, described in Exhibit A hereto attached and hereby made a part hereof.

EXCEPTING from this grant and RESERVING unto Grantor, its successors and assigns, forever,

(a) 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, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors or assigns; and

(b) the exclusive right to drill for, produce or pump and use the underground water in or from the land hereby conveyed for all purposes other than domestic or stock-watering purposes, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use



thereof by Grantee, Grantee's successors or assigns.

This deed is made SUBJECT to the following:

(a) All taxes and all 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 1983 shall be prorated as of the date of delivery of this deed by Grantor to Grantee, said date being the 5 day of March, 1983; 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; and

(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, including, without limiting the foregoing,

(i) that certain Contract and Grant of Easement dated August 26, 1940 between United States of America and Union Pacific Railroad Company, identified in the records of Grantor as C.D. No. 23874-1, Deed No. 5697, and filed of record on September 13, 1940 in the Office of the County Clerk of Albany County, Wyoming in Book 136 at Page 307, covering the construction, operation and maintenance of an electric transmission



line, with necessary appurtenances, through, over and across a portion of the lands hereby conveyed; and

(ii) that certain Deed dated October 18, 1939 from Union Pacific Railroad Company to County of Albany, State of Wyoming, identified in the records of Grantor as C.D. No. 24254, Deed No. 5672, and filed of record on November 20, 1940 in the Office of the County Clerk of Albany County, Wyoming in Book 136 at Page 355, covering a PERPETUAL EASEMENT solely for public highway purposes over and across a portion of the lands hereby conveyed.

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.

It is further expressly understood and agreed that Grantor, its successors and assigns, shall have no obligation to pay any portion of the cost and expense for the construction of street improvements upon that portion of the lands hereby conveyed known as Beaufort Street lying between the west line of Fourth Street and the east line of U. S. Highway 30 (also known as Third Street), including but not limited to special assessments therefor, and Grantee, its successors and assigns, shall indemnify and hold harmless Grantor, its successors and assigns, from and against any and all liability, costs, expenses, claims and demands arising out of the cost and expense of such construction.

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 successors and assigns, forever, and Grantor hereby covenants with Grantee that it will warrant and defend the title to the said premises unto Grantee, its successors and assigns, forever, except as hereinbefore mentioned, against the lawful claims of all







A parcel of land situate in the East Half of the North-west Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section 28, Township 16 North, Range 73 West of the Sixth Principal Meridian, Albany County, State of Wyoming, bounded and described as follows:

Commencing at the intersection of the north-south centerline of said Section 28 with the east-west centerline of said Section, as set from the north, said point bears South 89 degrees 43 minutes 50 seconds East, 2627.82 feet from the west quarter corner of said Section;

thence along said east-west centerline, North 89 degrees 43 minutes 50 seconds West, 909.65 feet to the southeast corner of that certain parcel of land deeded to Safeway Stores, Inc., by the Union Pacific Railroad Company by Warranty Deed dated February 16, 1956, Audit No. 2489;

thence along the east line of said deeded parcel, North 00 degrees 04 minutes 10 seconds East, 396.00 feet to the north-east corner of said deeded parcel;

thence along the north line of said deeded parcel, North 89 degrees 43 minutes 50 seconds West, 153.89 feet to a point on the centerline of a 30-foot wide perpetual easement granted by the Union Pacific Railroad Company to the United States of America, Audit No. 5697, and the TRUE POINT OF BEGINNING;

thence continuing along the north line of said deeded parcel, North 89 degrees 43 minutes 50 seconds West, 80.23 feet;

thence North 04 degrees 36 minutes 29 seconds East, 727.42 feet;

thence North 89 degrees 43 minutes 50 seconds West, 308.71 feet to a point on the centerline of U. S. Highway 30;

thence along said centerline, North 04 degrees 38 minutes 04 seconds East, 100.29 feet;

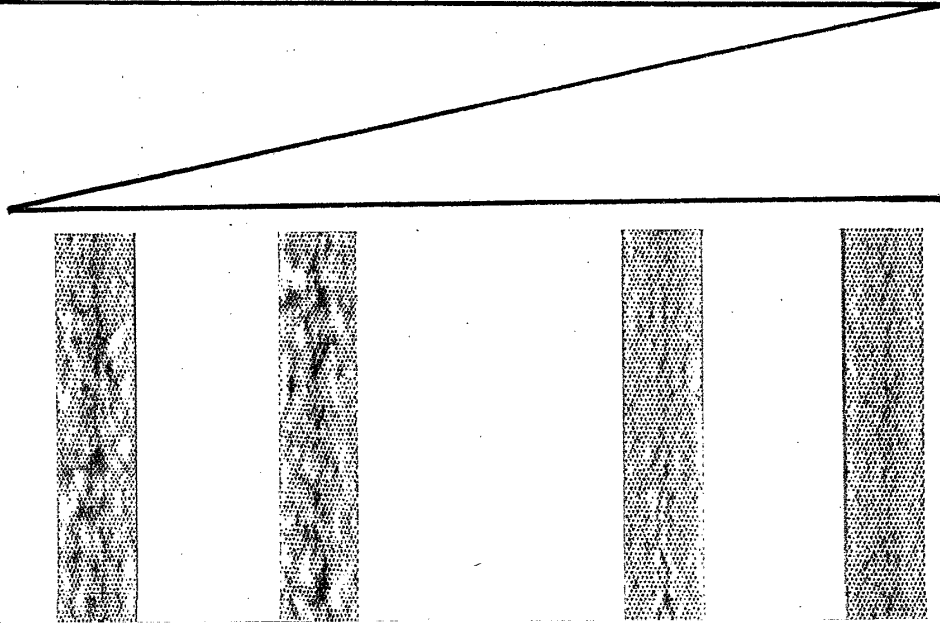
thence South 89 degrees 43 minutes 50 seconds East, 308.67 feet;

thence North 04 degrees 36 minutes 29 seconds East, 348.29 feet;

thence South 89 degrees 43 minutes 50 seconds East, 80.23 feet to a point on said centerline of a 30-foot wide perpetual easement;

thence along said centerline, South 04 degrees 36 minutes 29 seconds West, 1176.00 feet to the TRUE POINT OF BEGINNING.

Containing an area of 124,949 square feet, more or less (2.868 acres, more or less).



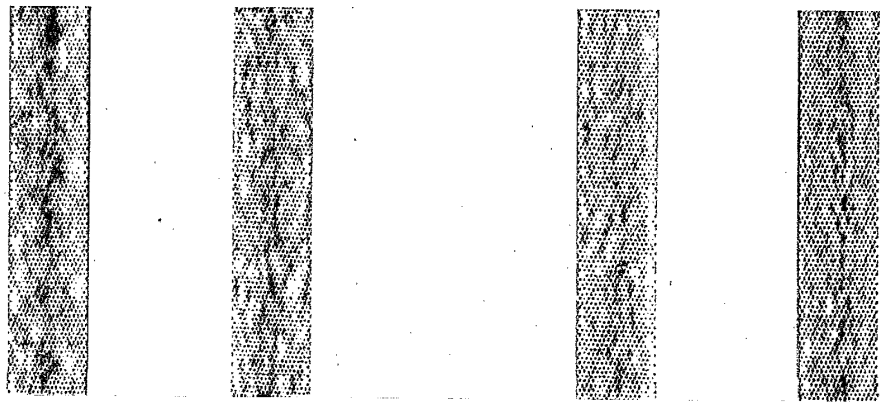
SPECIAL WARRANTY DEED

UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Nebraska, Grantor, for and in consideration of the sum of One Hundred Thirty-One Thousand Two Hundred Seventy-Six Dollars (\$131,276.00) in hand paid, conveys and warrants to REYNOLDS STREET PARTNERS, a partnership of the State of Wyoming, consisting of Conrad F. Dobler and Clifford F. Dobler, Partners, whose postal address is 208-D McConnell Street, Laramie, Wyoming 82070, Grantee, the parcel of real estate situate in the East Half of the Northwest Quarter (E 1/2 NW 1/4) of Section 28, Township 16 North, Range 73 West of the Sixth Principal Meridian in the County of Albany, State of Wyoming, described in Exhibit A hereto attached and hereby made a part hereof.

EXCEPTING from this grant and RESERVING unto Grantor, its successors and assigns, forever,

(a) 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, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors or assigns; and

(b) the exclusive right to drill for, produce or pump and use the underground water in or from the land hereby conveyed for all purposes other than domestic or stock-watering purposes, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use



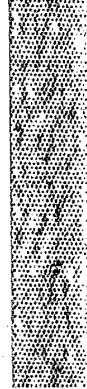
thereof by Grantee, Grantee's successors or assigns.

This deed is made SUBJECT to the following:

(a) All taxes and assessments, general and special, and all installments of assessments, lawfully levied upon or assessed against the premises described in Exhibit A which became or may become due and payable on or after July 17, 1981, 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; and

(b) All liens, encumbrances, clouds upon, impairments of and defects in the title created or permitted to be created by Grantee on and after July 17, 1981, 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, including, without limiting the foregoing, that certain Contract and Grant of Easement dated August 26, 1940 between United States of America and Union Pacific Railroad Company, identified in the records of Grantor as C.D. No. 23874-1, Deed No. 5697, and filed of record on September 13, 1940 in the Office of the County Clerk of Albany County, Wyoming in Book 136 at Page 307, covering the construction, operation and maintenance of an electric transmission line, with necessary appurtenances, through, over and across a portion of the lands hereby conveyed.

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



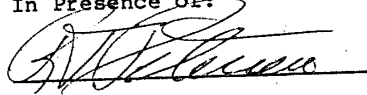


is upon the condition that Grantor, its successors and assigns, shall not be liable for damages resulting therefrom.

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 successors and assigns, forever, and Grantor hereby covenants with Grantee that it will warrant and defend the title to the said premises unto Grantee, its successors and assigns, forever, except as hereinbefore mentioned, against the lawful claims of all persons claiming by, from or under it, but against none other.

IN WITNESS WHEREOF, UNION PACIFIC LAND RESOURCES CORPORATION has caused these presents to be signed by its President and attested by its Assistant Secretary, and its corporate seal to be hereunto affixed this 25<sup>th</sup> day of February, 1983.

In Presence of:



UNION PACIFIC LAND RESOURCES CORPORATION

By  President

Attest:

 (Seal)  
Assistant Secretary

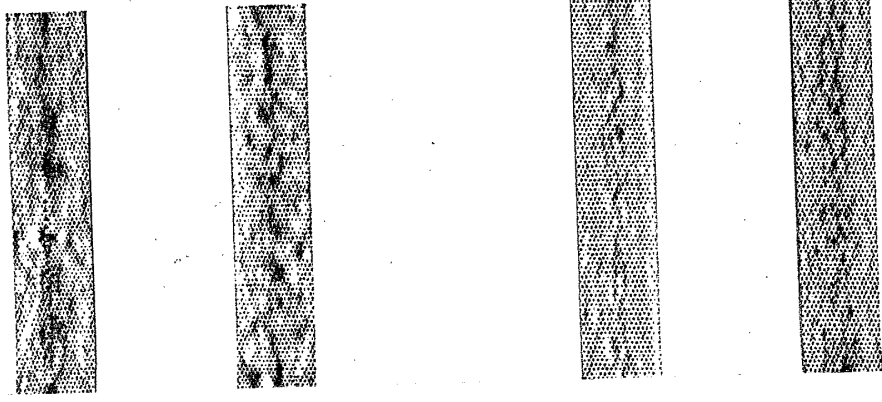




EXHIBIT A

A parcel of land situate in the East Half of the North-west Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section 28, Township 16 North, Range 73 West of the Sixth Principal Meridian, Albany County, State of Wyoming, bounded and described as follows:

Beginning at the intersection of the north-south centerline of said Section 28 with the east-west centerline of said Section, as set from the north, said point bears South 89 degrees 43 minutes 50 seconds East, 2627.82 feet from the west quarter corner of said Section;

thence along said east-west centerline, North 89 degrees 43 minutes 50 seconds West, 909.65 feet to the southeast corner of that certain parcel of land deeded to Safeway Stores, Inc., by the Union Pacific Railroad Company by Warranty Deed dated February 16, 1956, Audit No. 2489;

thence along the east line of said deeded parcel, North 00 degrees 04 minutes 10 seconds East, 396.00 feet to the northeast corner of said deeded parcel;

thence along the north line of said deeded parcel, North 89 degrees 43 minutes 50 seconds West, 153.89 feet to a point on the centerline of a 30-foot wide perpetual easement granted by the Union Pacific Railroad Company to the United States of America, Audit No. 5697;

thence along said centerline, North 04 degrees 36 minutes 29 seconds East, 1176.00 feet;

thence South 89 degrees 43 minutes 50 seconds East, 961.21 feet, more or less, to a point on said north-south centerline of Section 28;

thence along said centerline, South 00 degrees 16 minutes 09 seconds East, 1568.70 feet to the Point of Beginning.

Containing an area of 1,545,525 square feet, more or less (35.480 acres, more or less).

