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SURFACE OWNER'S AGREEMENT

THIS AGREEMENT, made and entered into this first day of October, 1955, by and between L. W. ROBERTS, JR., and GERTRUDE A. ROBERTS, his wife (hereinafter for convenience collectively called the "Land Owner"), first parties, and SANTA FE PACIFIC RAILROAD COMPANY, a corporation (hereinafter for convenience called "Santa Fe Pacific"), second party.

W I T N E S S E T H

RECITALS:

Land Owner is the owner of the following described premises included in a certain deed of conveyance given by Santa Fe Pacific, hereinafter referred to as "described premises," and situated in the County of Apache, State of Arizona, to wit:

GILA AND SALT RIVER MERIDIAN, ARIZONA

Township twenty-one North, Range twenty-nine East

Sections 13^x, 14[^], 23^x, 24[^], 25^x, 26^x and 35^x.

Subject, however, to exceptions and reservations of minerals and rights of entry to prospect for, mine and remove the same and to use so much of the surface of said lands as may be necessary and convenient contained in said deed of conveyance of the described premises given by Santa Fe Pacific.

Santa Fe Pacific has heretofore leased most of the described premises for the purpose of prospecting for bentonite and mining and removing the same. These leases are in full force and effect and mining operations have already been carried on for a considerable period of time and will probably continue for many years.

It is desired at this time to avoid any future dispute as to what surface uses are permissible with respect to the described premises under said rights of entry and

surface use, expressed or implied, and as to what uses would or might be considered excessive thereunder, and to provide an equitable consideration to the Land Owner for the right to make such uses.

AGREEMENT:

NOW, THEREFORE, it is mutually understood and agreed between the parties hereto as follows:

*Order # 3579
Dated 10-21-55*

Section 1. Santa Fe Pacific agrees to pay to the Land Owner and the Land Owner agrees to accept the sum of Four thousand and no/100 Dollars (\$4,000.00), receipt whereof is hereby acknowledged, as full compensation for any and all damages caused by prospecting and mining under the aforementioned lease or leases prior to October 1, 1955, and the Land Owner hereby confirms, extends, and grants to Santa Fe Pacific its lessees, successors and assigns, the easements and rights to enter upon the described premises and to prospect for, mine, store and remove bentonite, using any means or methods of mining, stripping, quarrying, drilling or any other or different process of extraction or development, and to construct, maintain and use upon, within, and over said premises, machinery, tanks, engines, pipe, power and telephone lines, water wells, not including water from Land Owner's wells, roadways, and, without limitation by reason of the foregoing enumeration, any and all other structures, equipment, fixtures, appurtenances, or facilities (all the above being included under the term "facilities") necessary or convenient in prospecting for and developing, producing, storing, transporting and marketing bentonite produced from any portion of the described premises.

Section 2. Santa Fe Pacific agrees, so long as bentonite is being mined and shipped from the described premises, to pay or cause to be paid to Land Owner one cent (1¢) for each ton of bentonite mined and shipped on and after October 1, 1955, said payments to be made quarterly and shall be based upon railway shipping weights. The said one cent (1¢) a ton shall be in lieu of any other payment expressed or implied in deed of conveyance of the described premises given by Santa Fe Pacific.

Section 3. Nothing herein contained shall be construed as a covenant to mine by Santa Fe Pacific, or its lessees, or as a grant of any mineral right to the Land Owner.

Section 4. The easements, rights and uses herein

shall be binding upon the described premises and each and every part thereof, and the present and future owners thereof, and shall continue for the benefit of the present or future owners of the bentonite rights in the described premises and each and every part thereof, and their lessees.

Section 5. This agreement and the easements, rights and uses granted herein shall terminate when all commercial bentonite shall have been mined and removed from the described premises unless terminated sooner by mutual agreement of the parties hereto; provided, however, that such termination shall not terminate the rights of entry and of surface use expressed or implied in the deed or deeds of conveyance from Santa Fe Pacific.

Section 6. This agreement shall inure to the benefit of, and shall be binding upon the heirs, executors, administrators and assigns of the Land Owner, and the successors and assigns of Santa Fe Pacific.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

SANTA FE PACIFIC RAILROAD COMPANY

(Corporate Seal)

By (Sgd) R. G. Rydin
Vice-President

ATTEST:

(Sgd) R. D. Brown
Assistant Secretary

(Sgd) L. W. Roberts, Jr.

(Sgd) Gertrude A. Roberts

FORM APPROVED
FENNEMORE, CRAIG, ALLEN & McCLENNEN
By (Sgd) Henry W. Allen
Solicitors for Arizona

Recorded in Book 17, Official
Records Pages 164-166, Apache
County. May 23, 1956

Extra
Decy's No. 107109

SURFACE OWNERS' AGREEMENT

THIS AGREEMENT, made and entered into this first day of April, 1956, by and between C. G. WALLACE and Elizabeth J. Wallace, his wife (hereinafter for convenience collectively called the "Land Owner"), first parties, and SANTA FE PACIFIC RAILROAD COMPANY, a corporation (hereinafter for convenience called "Santa Fe Pacific"), second party.

W I T N E S S E T H

RECITALS:

Land Owner is the owner of the following described premises included in a certain deed of conveyance given by Santa Fe Pacific, hereinafter referred to as "described premises," and situated in the County of Apache, State of Arizona, to wit:

GILA AND SAINT RIVER WATERSHED, ARIZONA

Township twenty-one North, Range twenty-nine West

Sections 15 and 21, East and West section 22, and sections 27, 28 and 30.

Subject, however, to exceptions and reservations of minerals and rights of entry to prospect for, mine and remove the same and to use so much of the surface of said lands as may be necessary and convenient contained in said deed of conveyance of the described premises given by Santa Fe Pacific.

Santa Fe Pacific has heretofore leased most of the described premises for the purpose of prospecting for bentonite and mining and removing the same. These leases are in full force and effect and mining operations have already been carried on for a considerable period of time and will probably continue for many years.

It is desired at this time to avoid any future dispute as to what surface uses are permissible with respect to the described premises under said rights of entry and

*Intro'd
McCormack
Exhibit*

surface use, expressed or implied, and as to what uses would or might be considered excessive thereunder, and to provide an equitable consideration to the Land Owner for the right to make such uses.

AGREEMENT:

NOW, THEREFORE, it is mutually understood and agreed between the parties hereto as follows:

Section 1. Santa Fe Pacific agrees to pay to the Land Owner and the Land Owner agrees to accept the sum of Five hundred and no/100 Dollars (\$500.00), receipt whereof is hereby acknowledged, as full compensation for any and all damages caused by prospecting and mining under the aforementioned lease or leases prior to April 1, 1956, and the Land Owner hereby confirms, extends, and grants to Santa Fe Pacific, its lessees, successors and assigns, the easements and rights to enter upon the described premises and to prospect for, mine, store and remove bentonite, using any means or methods of mining, stripping, quarrying, drilling or any other or different process of extraction or development, and to construct, maintain and use upon, within, and over said premises, machinery, tanks, engines, pipe, power and telephone lines, water wells, not including water from Land Owner's wells, roadways, and, without limitation by reason of the foregoing enumeration, any and all other structures, equipment, fixtures, appurtenances, or facilities (all the above being included under the term "facilities") necessary or convenient in prospecting for and developing, producing, storing, transporting and marketing bentonite produced from any portion of the described premises.

Section 2. Santa Fe Pacific agrees, so long as bentonite is being mined and shipped from the described premises, to pay or cause to be paid to Land Owner one cent (1¢) for each ton of bentonite mined and shipped on and after April 1, 1956, said payments to be made quarterly and shall be based upon railway shipping weights. The said one cent (1¢) a ton shall be in lieu of any other payment expressed or implied in deed of conveyance of the described premises given by Santa Fe Pacific.

Section 3. Nothing herein contained shall be construed as a covenant to mine by Santa Fe Pacific, or its lessees, or as a grant of any mineral right to the Land Owner.

Section 4. The easements, rights and uses herein

shall be binding upon the described premises and each and every part thereof, and the present and future owners thereof, and shall continue for the benefit of the present or future owners of the bentonite rights in the described premises and each and every part thereof, and their lessees.

Section 5. This agreement and the easements, rights and uses granted herein shall terminate when all commercial bentonite shall have been mined and removed from the described premises unless terminated sooner by mutual agreement of the parties hereto; provided, however, that such termination shall not terminate the rights of entry and of surface use expressed or implied in the deed or deeds of conveyance from Santa Fe Pacific.

Section 6. This agreement shall inure to the benefit of, and shall be binding upon the heirs, executors, administrators and assigns of the Land Owner, and the successors and assigns of Santa Fe Pacific.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

SANTA FE PACIFIC RAILROAD COMPANY

By (Sgd.) R. D. Lutton
President

ATTEST:

(Sgd.) C F Mappes
Secretary
SEAL

(Sgd.) C. G. Wallace

(Sgd.) Elizabeth J. Wallace

No. 8871 State of Arizona, County of Apache ss.
Filed & Recorded at the request of Santa Fe
Pacific Railroad Co. This instrument is filed
for record at 3:30 P.M. on this 23rd day
of May, 1956 and recorded in Book No. 17
of Official Records at pages 161-163 Records
of Apache County, Arizona.

(Seal)

(Sgd) Virgie Heap County Recorder

Form Approved
Fennemore, Craig, Allen & McLennen
By W. E. Craig
Solicitors for Arizona