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gave me this day in person and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this twenty ninth day of June A.D. 1915.

My commission expires February 10th, 1916.



Elisha P. Webster
Notary Public

Filed for record May 31 1917 at 11 o'clock P.M.

COMPALED

111 Deed Records 508

*65226 Form 3332X

Union Pacific Railroad Company

Contract No-11346-B-
8-25-11-300
Deed No-11878

Know all Men by these Presents, That Union Pacific Railroad Company, a corporation existing under and by virtue of the laws of the State of Utah, in consideration of the sum of three ten hundred and twenty and ¹¹⁰/₁₀₀ (\$1920.00) Dollars, to it paid, the receipt of which is hereby acknowledged, doth, subject however to the exceptions, reservations and conditions hereinafter written, hereby grant, bargain, sell and convey unto Frank W. Asquith and Frank N. Asquith of the County of Hancock in the State of Iowa the following described real estate, situate, lying and being in the County of Albany and in the State of Wyoming to-wit: All of Section No. Eighteen (18) in Township No. Fifteen (15) North of Range No. Twenty-three (23) West of the Tenth Principal Meridian, containing according to the United States Survey thereof - Six hundred and Forty (640) acres, more or less, subject however to a right of way of lawful width for any mineral county roads heretofore established upon and across the premises herein described.

COMPALED

Excepting and Reserving to said Union Pacific Railroad Company, its successors and assigns,

First: A strip of land two hundred (200) feet wide on each side of the center line of the railroad of said Union Pacific Railroad Company as said road is now constructed over and across said land.

Second: Oil, coal and other minerals within or underlying said lands.

Third: The exclusive right to prospect for and upon said land for oil, coal and other minerals therein, or which may be supposed to be therein, and to mine for and remove from said land, all oil, coal and other minerals which may be found thereon by any one.

Fourth: The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such oil, coal or other minerals, and the right to use so much of said land as may be convenient or necessary for the right of way to and from such prospect places or mines, and for the convenient and proper operation of such prospect places, mines, and for roads and approaches thereto or for removal therefrom of oil, coal, mineral, machinery or other material.

Fifth: The right to said Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said railroad, and subject also to the covenants and conditions that said grantee, their heirs and assigns, shall erect and forever maintain a lawful and sufficient fence along and upon each of the side lines of the said four hundred (400) feet strip of land above reserved.

To Have and to hold, subject to said exceptions, reservations and covenant

COMPALED

and condition, the said premises with all the rights and appurtenances thereto belonging unto the said Grant, to wit, to quit and Grant to said grantee, their heirs and assigns forever, and the said Union Pacific Railroad Company doth hereby covenant with the said grantee that at the making of this instrument it is well seized of the said premises as of a good and indefeasible estate in fee, and hath good right to sell and convey the same, and that it will warrant and defend the title to said premises unto the said grantee, their heirs and assigns forever against the lawful claims of all persons whomsoever.

Excepting as against all taxes and assessments levied upon said premises for the year 1908 and subsequent years; and excepting against any rights, liens or incumbrances created or permitted by any other person than the said grantor, since the 10th day of March, 1907.

And whereas, said Union Pacific Railroad Company, did, on the 1st day of July, 1897, execute and deliver to The Mercantile Trust Company, of New York, a certain mortgage deed wherein said Railroad Company conveyed to the said The Mercantile Trust Company as Trustee, for the uses and purposes therein mentioned, amongst other things, the lands hereinbefore described; and

Whereas, said The Mercantile Trust Company was on the 10th day of August, 1916, merged into the Bankers Trust Company, a corporation of the State of New York, pursuant to the provisions of Chapter 2 of the Laws of 1903, of the State of New York, being Chapter 2 of the Consolidated Laws of the State of New York, known as the Banking Law; and thereby all and singular the rights, franchises and interests of said The Mercantile Trust Company in and to every species of property, real, personal and mixed, and things in action therunto belonging, were transferred to and vested in the said Bankers Trust Company, and the Trust Company last mentioned has succeeded to all relations, obligations, trusts and liabilities of said The Mercantile Trust Company, and has assumed the performance of all trusts of said The Mercantile Trust Company; and

Whereas, said Union Pacific Railroad Company, with the consent of the said Bankers Trust Company, Trustee under the mortgage aforesaid, has sold and conveyed, as above set forth, the real estate hereinbefore described, unto the said grantee for and in consideration of the sum of \$100,000 as aforesaid to Union Pacific Railroad Company by said grantee, which sum of money has been paid to the said Bankers Trust Company in its capacity as Trustee, or has been otherwise properly paid or accounted for, under said mortgage, for the uses and purposes mentioned in said mortgage deed.

Now, Therefore, Know all Men by these Presents, that the said Bankers Trust Company, Trustee of the aforesaid mortgage deed, in consideration of the premises and of the payment as aforesaid of said sum so paid by said Railroad Company to said Trust Company for the uses and purposes aforesaid, doth hereby remise, release and forever Quit Claim, subject to the exceptions, reservation and conditions above written, unto the said Grant, to wit, to quit and Grant unto the said real estate described aforesaid, to be held by the said grantee, their heirs and assigns forever, from all liens, incumbrances and charges of said mortgage deed of the first day of July, 1897.

In Witness Whereof, the said grantor, Union Pacific Railroad Company, has caused these presents to be stated with its corporate seal, and to be signed by its Vice President and attested by its Assistant Secretary, and countersigned by its Land Commissioner and its Auditor, and the said Bankers Trust Company, under said mortgage deed of July 1st, 1897, has caused these presents to be stated with its corporate seal, and to be signed by its Vice President, who is therunto duly authorized and empowered by the by-laws of the Company and by resolution of its Board of Directors, this 17th day of April A. D. 1917.

In Presence of W. L. Stewart
Notary P. Nimble



Union Pacific Railroad Company
By C. C. Starnes Vice President

COMPALED

FORWARD

COMPALED

Attest Thomas Price
Westchester County
In Presence of C. P. ...
G. Wright



President Trust Company, New York
By ...
Attest ...

Countersigned by J. C. Griffith, Land Commissioner

Appraised by ...
Checked by ...

State of New York }
County of New York }

Be it Remembered, that on the 17 day of April A.D. 1917, before me a Notary Public in and for said County, appeared the National Pacific Railroad Company, by C. C. ... Vice President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said Vice President, and then and there acknowledged the execution and sealing of said instrument to be his voluntary act and deed; and the voluntary act and deed of said Company.

In Witness Whereof, I have hereunto set my hand and official seal this 17 day of April A.D. 1917, at the City of New York, in said County and State.
My commission expires March 30, 1919.



Frank E. Bailey Notary Public
Notary Public, Kings County
121 Cal. filed in N.Y. Co. No. 87

State of New York }
County of New York }

Be it Remembered, that on this 19th day of April A.D. 1917, before me, a Notary Public in and for said County, appeared the ... Company, by H. M. Wilson, Jr. its Vice President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said Vice President, and then and there acknowledged the execution and sealing of said instrument to be his voluntary act and deed; and the voluntary act and deed of said Company.

In Witness Whereof, I have hereunto set my hand and official seal this 19th day of April A.D. 1917, at the City of New York, in said County and State.
My commission expires March 30, 1919.



G. W. Campbell Notary Public
Notary Public, Nassau County, New York
100 Cal. filed in New York County No. 101
New York Magistrate No. 916
My commission expires March 30, 1919

Filed for record June 11, 1917 at 9 o'clock, A.M.

* 65239

RECORDED

~~This Indenture made and entered into this 12th day of January A.D. 1917, by and between Luaua Suburban Homes Co., a corporation organized and existing under and by virtue of the laws of the State of Wyoming, party of the first part, and First Savings Bank & Trust Co. of the County of Davidson and State of Tennessee, party of the second part, Witnesseth: That for and in consideration of the sum of Forty Eight Thousand One hundred and ... Dollars, to the said party of the first part by the said party of the second part, the receipt whereof is hereby acknowledged, and in further consideration of the assumption and agreement to pay, by the party of the second part, the bonded indebtedness and taxes hereinafter referred to, the said party of the first part has granted, conveyed, sold and conveyed and by these presents do~~

WARRANTY DEED

11557/636708

Gerry D. Strom, Trustee of the Richard E. Strom Revocable Trust, dated January 4th, 2001, "GRANTOR", for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, CONVEYS AND WARRANTS to Jon James Sweckard, a.k.a as "James Sweckard", "GRANTEES, whose address is 1312 B. South 3rd St, Laramie, WY 82070, Wyoming, the following described real property, to-wit:

A parcel of land located in the South ½ of Section 15, Township 15 North, Range 73 West, 6th P.M., Albany County, Wyoming, more particularly described as follows:

Commencing at the southeast corner of said Section 15, being a found 3.25 inch diameter aluminum cap set in 1985 by Hammond Land Surveying, Inc., thence North 00°00'01" East, 1930.09 feet (North 00°00'20" East, 1929.73 feet – Recorded in Book 500, Page 410 in the Albany County Clerk's Office) to the northeast corner of the east Olson Tract recorded in Book 500, Page 410 in said Clerk's Office being a found 1.5 inch diameter aluminum cap marked "HLS LS 2337";

thence North 00°00'01" East, 717.04 feet on the east line of said Section 15 to the East ¼ of said Section 15 being a found 1.5 inch diameter aluminum cap marked "PE 171";

thence North 88°56'09" West, 165.03 feet (North 88°40'15" West, Document No. 2001-5648, Record) on the east/west centerline of said Section 15 to the southwest corner of the Wilmot Tract being a set 1.5 inch aluminum cap marked "Coffey 2005 PE/LS 4259" hereafter referred to as a set Coffey cap. The Wilmot Tract is recorded as Document No. 2001-5648 in said Clerk's Office;

thence North 89°36'49" West, 223.57 feet to the True Point of Beginning being a set Coffey cap on a line between the southwest corner of the said Wilmot Tract and the southeast corner of the north Martin Tract being a found 1.5 inch aluminum cap marked "HLS LS 2337". The north Martin Tract is recorded at Book 506, Page 43 in said Clerk's Office, and from the True Point of Beginning proceeding:

thence North 89°36' 49" West, 2281.24 feet on the said Wilmot/Martin line to the southeast corner of the north Martin Tract also being the northeast corner of the south Martin Tract recorded as Document No. 2003-1278 in said Clerk's Office;

thence South 02°34'36" East, 742.07 feet (South 02°19'38" East, 741.93 feet – record south Martin Tract) on the east line of said south Martin Tract to a set Coffey cap on the north line of the west Olson Tract recorded in Book 423, Page 482 of said Clerk's Office. The east line of said south Martin Tract is the prolongation of the east line of the north Martin Tract between the found northeast and southeast corners of said north Martin Tract, both being found 1.5 inch aluminum caps marked "HLS LS 2337";

thence North 89°54'22" East, 2242.96 feet (North 89°55'05" East – record west and east Olson Tracts) on the north lines of said west and east Olson Tracts to a set Coffey cap;

thence North 00°23'11" East, 722.28 feet, more or less, to the Point of Beginning.

Said parcel contains 38.00 acres, more or less, and is subject to all rights-of-way, easements, and restrictions of record.

The basis of bearings for this description is South 00°00'01" West on the east line of the SE1/4 of said Section 15.

TOGETHER WITH all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all improvements thereon; and,

TOGETHER WITH a non-exclusive easement for ingress and egress and placement of utilities, over, under and across that easement as reserved by Richard E. Strom and Gerry D. Strom, Co-Trustees of The Richard E. Strom Revocable Trustee, established January 4th, 2001, in Warranty Deed recorded February 19, 2003, as document No. 2003-1278,

Exhibit "B"

R. E. Strom Ranch Protective Covenants & Deed Restrictions

1. **PURPOSE.** It is the purpose and intent of these covenants to protect and enhance the value and attractiveness of and promote the harmonious use of the subject parcel for agricultural, recreational and residential purposes.

2. **LOT SIZE.** No lot shall be divided into sub lots of less than five (5) acres.

3. **LAND USE AND BUILDING TYPE.** No building shall be erected, placed or permitted to remain on any lot or sub lot except a stick built single-family dwelling with a private attached or unattached garage, unattached pump house, non-residential outbuildings and structures such as a private workshop, barn, stable, or corral for use specifically in connection with the care of livestock permitted under these covenants. No more than one indoor roping arena per 35-acre tract. If subdivided no outbuilding larger than 4000 square feet will be allowed on any lot smaller than 35 acres.

4. **STRUCTURE QUALITY AND SIZE.** No dwelling of the trailer house, mobile home or modular type (manufactured or built at one site and delivered to and assembled upon a permanent foundation) will be permitted. No family dwelling shall be permitted on any lot where the ground floor area of the structure, exclusive of awnings, cornices, canopies, porches and garages, is less than 1,250 square feet in the case of a one story structure, or less than 1,000 square feet for the ground floor in the case of a dwelling which is more than one story. In the case of a split level house, the lower floor of which is not over twenty-four (24) inches below the finished grade, and where there is less than a story height difference in levels shall be considered as the ground floor area. A split-level house of three (3) levels with one (1) level directly above another shall be considered as a structure of more than one (1) story. No dwelling shall exceed three (3) stories in height. No building, outbuilding or structure of any kind that has been used in another location shall be moved onto any lot. No building, outbuilding or structure of any kind shall be constructed or partially constructed from previously used materials, where such material is exposed after the building or structure is completed, except for used brick or stone.

A water or sewer facility constructed or installed by an owner on any lot shall strictly comply with all building codes and health department regulations of Albany County, Wyoming, or such other governmental entity as may have jurisdiction over the lot.

No permitted dwelling or accessory building or structure shall be located closer than fifty (50) feet from any boundary line of any lot or sub lot or as to interfere with any right-of-way easement. There shall be a right-of-way easement thirty (30) feet in each direction from the center line of all access roads. There shall be a twenty (20) foot utility easement adjacent to and parallel with all road right-of-ways, lot lines, and section lines. There shall be utility guying easements on all lots required by the appropriate utility companies.

5. **TEMPORARY RESIDENCE.** No mobile home, pickup camper, camper trailer, or motor home or structure of a temporary character such as a basement, or accessory building shall be occupied as a residence.

6. **FENCES.** Fences may be constructed on the exterior boundary of the lots provided, however, that no fence shall be constructed as to interfere with the easement required for access to any lot. Cattle guards may be installed but in the event of the installation of a cattle guard, a manual gate

shall also be installed. New or like new material must be used in the construction of the fence and cattle guard. No railroad ties shall be used in the construction of fences.

7. LIVESTOCK AND ANIMAL CONTROL. Lots may be used for the grazing and production of livestock such as but not limited to, cattle, horses, goats and sheep. Livestock shall be properly cared for with adequate maintenance, food, water and shelter. The owner shall fence the lot prior to the time livestock are allowed on the lot.

No domestic animal, including, but not limited to, dogs, cattle, horses, goats and sheep, may be allowed at any time to run free, roam at large, or leave the confines of the owners' lot.

8. REFUSE, RUBISH AND SOLID WASTE DISPOSAL. Rubbish, refuse, garbage, and other solid waste will be kept within covered containers, shall not be allowed to accumulate on a lot, and shall be disposed of in a sanitary dumping ground for such materials. All containers shall be kept in a neat, clean, sanitary condition. No trash, litter, or junk shall be permitted to remain exposed upon a lot and shall not be visible from public or access roads, adjoining or nearby lots. No part of the lot shall be used as a dumping grounds, landfill, or for the accumulation of solid waste. No hazardous or toxic waste may be disposed of on any lot.

9. WELLS AND SEWAGE. All wells shall be completed according to current state and county standards and in addition shall be cemented to the top of the first aquifer. Wells shall be permitted as domestic wells. All sewage facilities shall be constructed within the permitted dwelling and shall be connected to outside sewage disposal systems which must be permitted and conform to the standards established by the State of Wyoming. The owner/installer must provide an affidavit stating compliance and results of percolation tests.

10. NUISANCE. No obnoxious or offensive activity shall be allowed. No industrial development or mining of limestone is allowed. Ungaraged, inoperative automobiles, machines, or other equipment shall not remain on the lot for more than ninety (90) days.

A home occupation shall be considered as an allowed accessory use provided the home occupation is subject to the following limitations:

(a) The use shall be clearly incidental and secondary to the use of the dwelling and shall not change the character thereof;

(b) There shall be no exterior advertising or other display;

(c) The use shall be conducted and carried on by the inhabitants living there with no more than two other employees (per 35-acre tract);

(d) There shall be no exterior storage on the premises of material or equipment used as part of the home occupation;

(e) A home occupation shall be operated primarily within an enclosed building, that traffic and traffic hazards are minimized, that lights are directed away from any adjoining residences.

11. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.