

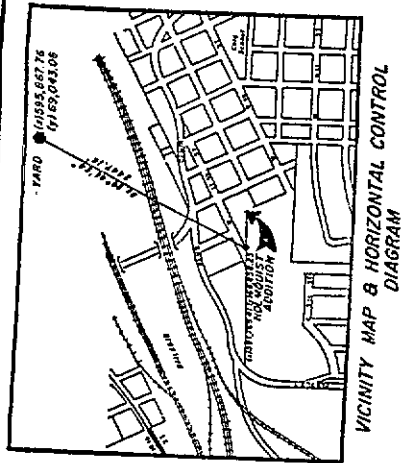


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Block 460 B 461, ORIGINAL CITY OF CHEYENNE



VICINITY MAP & HORIZONTAL CONTROL DIAGRAM

APPROVALS

Approved by the Cheyenne - Laramie County Regional Planning Commission this 17th day of September, 1973.  
 A18801 Secretary *Richard J. Smith* Chairman

Approved by the City Council of the City of Cheyenne, Wyoming this 17th day of September, 1973.  
 Mayor *Robert J. Holmquist*  
 City Clerk *John C. McDaniel*  
 The Seal of the City of Cheyenne, Wyoming  
 County of Laramie  
 This instrument was filed for record in the office of the County Clerk of Laramie County, Wyoming on the 17th day of September, 1973.  
 Recorder *John C. McDaniel*  
 and duly recorded in Book 336, Page 336.



HOLMQUIST ADDITION  
 LOT 1 & 2, BLOCK 512,  
 A REPLAT FOR  
 BLOCK 512 AND 513,  
 ORIGINAL CITY OF CHEYENNE,  
 WYOMING

WESTERFIELD ENGINEERING  
 P.O. BOX 2301  
 CHEYENNE, WYOMING  
 PHONE: (307) 632-9343

JOB NO. 79-02-181 DATE: JULY 25, 79 DRAWN BY: M.P.



320.14 AVENUE (80' R/W)

DILLON (80' R/W)

Az. 154°24'49"

163.35  
 Az. 249°26'43"  
 15' Utility Easement  
 BLOCK 523 ORIGINAL CITY OF CHEYENNE

STREET  
 542.56  
 350.83  
 192.71  
 Az. 64°30'37"  
 WEST  
 ELEVENTH (80' R/W)

BLOCK 512

BLOCK

INTERIOR  
 9057.5 sq. ft.  
 203.78  
 South line Lot 5, Section 6, T.13 N., R. 66 W.

LOT 2  
 81,430.5 sq. ft.  
 16' Utility Easement

HEIGHTS  
 401.64  
 210.96  
 East line Lot 5, Section 6, T.13 N., R. 66 W.

SURVEYOR'S CERTIFICATE

I, R.M. Westerfield, a professional Land Surveyor registered in the State of Wyoming, do hereby certify that this replat has been prepared from recorded data and that the lot and block numbers and area shown hereon are correct and that it correctly represents the monumented boundaries of the lots and blocks as shown hereon and that the replat is a resubdivision embracing all of the following described land:  
 Fractional parts of Blocks 512 and 513, Original City of Cheyenne; portion of Amas Addition to Lot 3 and 5, Section 6, Township 13 North, Range 66 West, of the 6th Meridian, Laramie County, Wyoming; being more particularly described as:  
 Considering the South line of said Lot 5 to bear an azimuth of 270°44'23" and with all azimuths contained herein relating thereto:  
 Beginning at a point on the South line of said Lot 5, which point is the intersection of an azimuth of 64°30'37" with the West line of said Lot 5, and the South line of Lot 5, there is a corner on the West line of Dillon Avenue a distance of 320.14 azimuth of 154°24'49" to the West line of Dillon Avenue a distance of 320.14 azimuth of 244°26'43" to the Southeast corner of said Lot 5, thence along the South line of said Lot 5 an azimuth of 270°44'23" a distance of 401.64 feet to the Point of Beginning. Said tract of land contains 2.08 acres, more or less.



*R.M. Westerfield*  
 R.M. Westerfield  
 Wyoming P.E. and L.S. No. 643

DEDICATION

Know all persons by these presents that the Laramie County Construction Company, a State of Wyoming corporation, vests in fee simple of all the land embraced in this subdivision, does hereby dedicate the subdivision of the above described land, as appears on this replat to be its own and voluntary the public forever the utility easements shown hereon.

*Thomas D. Newman*  
 Thomas D. Newman, President  
 K. Leffler, Secretary

ACKNOWLEDGMENT

State of Wyoming  
 County of Laramie  
 The dedication instrument was acknowledged before me by Laramie County Construction Company, Thomas D. Newman, President; K. Leffler, Secretary; this 25th day of July, 1973.



*Richard J. Smith*  
 County Clerk of Laramie County, Wyoming

RECORDED APR 14 1978 AT 230 O'CLOCK P.M.  
**479476**

Reception No. JANET G. WHITEHEAD, Recorder

SPECIAL WARRANTY DEED

Photographed [Signature]  
Indexed [Signature]  
Filed [Signature]  
Assessor [Signature]

UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Nebraska, Grantor, for and in consideration of the sum of Four Thousand Eight Hundred Forty-Three Dollars and Thirty-Six Cents (\$4,843.36) in hand paid, conveys and warrants to R. W. HOLMQUIST, an individual, whose address is 321 East 18th Street, Cheyenne, Wyoming 82001, Grantee, the three (3) parcels of real estate situate in the Northwest Quarter (NW 1/4) of Section 6, Township 13 North, Range 66 West of the Sixth Principal Meridian in Laramie County, 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, 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, his heirs and 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 1978 shall be prorated as of the date of delivery of this deed by Grantor to Grantee, said date being the 17 day of April, 1978; 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;

(c) That certain Agreement made and entered into on February 9, 1949 between Union Pacific Railroad Company and The Mountain States Telephone and Telegraph Company, identified in the records of Grantor as C.D. No. 34534, Audit No. 70725, as supplemented and extended, covering the construction, maintenance and operation of an overhead telephone wire line on a portion of the land described in Exhibit A;

(d) That certain Agreement made and entered into on August 19, 1954 between Union Pacific Railroad Company and Cheyenne Light, Fuel and Power Company, identified in the records of Grantor as C.D. No. 24173-1, Audit No. 74676, as supplemented and extended, covering continued maintenance and operation of a power wire line on and over a portion of the land described in Exhibit A; and

(e) That certain Agreement made and entered into on May 2, 1955 between Union Pacific Railroad Company and The Mountain States Telephone and Telegraph Company, identified in the records of Grantor as C.D. No. 24173-3, Audit No. 84904, covering construction, maintenance and operation of an overhead telephone wire line across and over a portion of the land described in Exhibit A.

It is expressly understood that the subjacent support of the premises described in Exhibit A 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, his heirs and assigns, forever, and Grantor hereby covenants with Grantee that it will warrant and defend the title to the said premises unto Grantee, his heirs 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 Executive Vice President and attested by its Assistant Secretary, and its corporate seal to be hereunto affixed this 27<sup>th</sup> day of April, 1978.

In Presence of:

UNION PACIFIC LAND RESOURCES CORPORATION

C. H. Peck

BY [Signature]  
Executive Vice President

Attest:

[Signature] (SEAL)  
Assistant Secretary



STATE OF NEBRASKA)  
  ) ss:  
COUNTY OF DOUGLAS)

On this 20th day of April, 1978,  
before me, a Notary Public in and for said County in the  
State aforesaid, personally appeared H. F. Hansen,  
to me personally known, and to me personally known to be  
Executive Vice President of UNION PACIFIC LAND  
RESOURCES CORPORATION, and to be the same person whose  
name is subscribed to the foregoing instrument, and who,  
being by me duly sworn, did say that he is  
Executive Vice President of Union Pacific Land  
Resources Corporation; that the seal affixed to said in-  
strument is the corporate seal of said corporation; and  
that said instrument was signed and sealed on behalf of  
said corporation by authority of its board of directors;  
and the said H. F. Hansen acknowledged said  
instrument to be his free and voluntary act and deed, and  
the free and voluntary act and deed of said corporation,  
by it voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand  
and official seal the day and year last above written.

My commission expires July 21, 1979.

Paul B. Thornblad  
Notary Public

Residing at Quincy, Neb

(SEAL)


 GENERAL NOTARY - State of Nebraska  
PAUL B. THORNBLAD  
My Comm. Exp. July 21, 1979



EXHIBIT A



✓ PARCEL I:

A parcel of land being a portion of N $\frac{1}{2}$  of Block 512 in the City of Cheyenne, in the NW $\frac{1}{4}$  of Section 6, T. 13 N., R. 66 W. of the Sixth Principal Meridian in Laramie County, State of Wyoming, bounded and described as follows:

Beginning at the intersection of the southerly line of West Eleventh Street with the easterly line of Ames Avenue, both 80 feet wide as now established;

thence along the southerly line of said West Eleventh Street, N. 64 degrees 28 minutes 30 seconds E., a distance of 84.92 feet to the east line of Government Lot 5;

thence along said east line of Government Lot 5, S. 25 degrees 31 minutes 30 seconds E., a distance of 132 feet to the northerly line of an east-west alley 16 feet wide, as now established, in said Block 512;

thence along said northerly line, S., 64 degrees 28 minutes 30 seconds W., a distance of 84.92 feet to said easterly line of Ames Avenue;

thence along said easterly line, N. 25 degrees 31 minutes 30 seconds W., a distance of 132 feet to the point of beginning.

Containing an area of 11,209 square feet, more or less, or 0.26 acres.

✓ PARCEL II:

A parcel of land being a portion of Block 513 in the City of Cheyenne in the NW $\frac{1}{4}$  of Section 6, T. 13 N., R. 66 W. of the Sixth Principal Meridian in Laramie County, State of Wyoming, bounded and described as follows:

Beginning at the intersection of the westerly line of Ames Avenue with the southerly line of West Eleventh Street, both 80 feet wide as now established;

thence along said westerly line of Ames Avenue, S. 25 degrees 31 minutes 30 seconds E., a distance of 94.61 feet to the east-west center line of said Section 6, which is also the south line of Government Lot 5;

thence along said line, N. 89 degrees 15 minutes 30 seconds W., a distance of 213.78 feet to the southerly line of said West Eleventh Street;

thence along said southerly line, N. 64 degrees 28 minutes 30 seconds E., a distance of 191.71 feet to the point of beginning.

Containing an area of 9,068 square feet, more or less, or 0.21 acres.

/ PARCEL III:

A parcel of land situate in the Northwest Quarter (NW 1/4) of Section 6, Township 13 North, Range 66 West of the Sixth Principal Meridian being a portion of Block 512 in the City of Cheyenne, Laramie County, State of Wyoming, bounded and described as follows:

Beginning at the point of intersection of the east line of Government Lot 5 and the east-west centerline of said Section 6;

thence along said east line of Government Lot 5 North 25 degrees 31 minutes 30 seconds West, a distance of 28.0 feet, more or less, to the southerly line of an east-west alley in said Block 512, 16.0 feet wide as now established;

thence along said southerly line South 64 degrees 28 minutes 30 seconds West, a distance of 56.74 feet, more or less, to a point on said east-west centerline;

thence along said east-west centerline, South 89 degrees 15 minutes 30 seconds East, a distance of 63.27 feet, more or less, to the Point of Beginning.

Containing an area of 794 square feet, more or less, (0.02 acres, more or less).

