



COVENANT FOR AGRICULTURAL PURPOSES EXEMPTION

STATE OF Wyoming)
COUNTY OF Sheridan) ss.

The undersigned, being Grantors (and owners) and Grantees of a certain conveyance to which this Covenant is attached, being presented to the Sheridan County Clerk and Recorder for recording purposes, and all being of lawful age, and first duly sworn upon our oaths depose and state as follows:

1. That Grantors are the present owners of property described on Exhibit "A" which is attached hereto and made a part hereof and have this date delivered a Deed conveying Grantors' right, title and interest in and to such property to Grantees, and all of the parties hereto making application to the County Clerk of Sheridan County, Wyoming, to record such Deed pursuant to the agriculture exemption set forth in the State of Wyoming subdivision laws, and Grantors and Grantees hereby claiming that such conveyance is in fact exempt from the subdivision requirements set forth in such laws as well as other applicable County subdivision regulations for the reason that the lands described in this conveyance are agricultural lands, and the undersigned hereby stating and covenanting that such property as set forth on Exhibit "A" shall be used only for agricultural purposes (production of crops, livestock or other agrarian industry for the primary purpose of obtaining a monetary profit).

2. The parties hereto understand and acknowledge that this Covenant (that the property will be used for agricultural purposes) is binding upon the property and shall inure to the benefit of the respective successors, assigns and heirs of the Grantees. The undersigned further acknowledge that if the property is not used as stated and agreed herein, both parties may be subject to prosecution under the laws of the State of Wyoming and the *Rules and Regulations Governing the Division of Land in Sheridan County, Wyoming*. The parties further understand that the property will be used exclusively for agricultural purposes until a proper request is made and the County grants a subdivision permit allowing this division of property for non-agricultural purposes. The Grantees specifically acknowledge that any future conveyance of the subject property will be subject to the Covenant contained herein.

3. The undersigned state and agree that they have executed this Covenant in good faith and not for the purpose of evading the *Rules and Regulations Governing the Division of Land in Sheridan County, Wyoming*. Further, it is understood that this covenant shall have no bearing on taxation that the property may be subject to pursuant to Wyoming Statutes, Title 39.

DATED and signed this 21st day of August 2019.

Leroy D. Taylor
(Signature)
LEROY D. TAYLOR
(Print) Grantor

(Signature)

Penny M. Preston
(Signature)
Penny M. Preston
(Print) Grantee
James C. Preston
(Signature)

James C. Preston
(Print) Grantee



ACKNOWLEDGMENT

STATE OF WYOMING)
COUNTY OF Sheridan) ss.

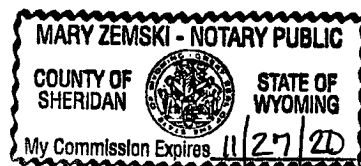
The following instrument was acknowledged before me by Leroy D. Taylor

this 14th day of August 2019.

Witness my hand and official seal.

Mary Zemski
Notary Public

My Commission Expires: 11/27/20





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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

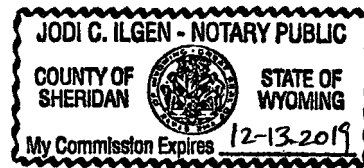
ACKNOWLEDGMENT

STATE OF WYOMING)
COUNTY OF Sherida)ss.

The following instrument was acknowledged before me by Penny M. Preston
+ James C. Preston

this 21st day of August 2019
Witness my hand and official seal.

[Signature]
Notary Public
My Commission Expires: 12-13-2019



RECORDED MARCH 29, 2000 BK 413 PG 345 NO 342711 AUDREY KOLTISKA, COUNTY CLERK

WARRANTY DEED

LEGERSKI RANCH, a Wyoming Co-partnership, Grantor, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, receipt whereof is acknowledged, CONVEYS AND WARRANTS to TAYLOR INVESTMENTS, LLC, a Wyoming Limited Liability Company, Grantee, whose address is %Leroy Taylor, 4 Cloud Peak Court, Sheridan, WY 82801, the following described real estate, situate in Sheridan County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

See attached Schedule C which is incorporated herein by this reference.

TOGETHER WITH all water, water rights, ditches and ditch rights, all improvements situate thereon, and all easements and appurtenances thereunto belonging; and

SUBJECT TO the existing grazing lease with Sean and Kelly Carroll which expires October 1, 2000, and the reservations, restrictions, covenants, easements and rights of way set forth on attached Schedule B - Section II, items 8 through 20, to the extent they actually apply to the described lands.

RESERVING TO GRANTOR its successors in interest and assigns one half of all minerals and mineral rights owned by Grantor. For purposes of this reservation scoria shall be considered a mineral. This reservation of minerals is intended to create in Grantor a non-executive mineral interest whereby the Grantee shall have the exclusive right, the so called "executive right", to negotiate all mineral leases but Grantor shall receive its share of all bonus, delay rental, and royalty payments. Future compensation pursuant to the existing Materials Agreement for scoria shall be paid one-half to Grantor and balance to Grantee.

WITNESS our hands this 28th day of March, 2000.

LEGERSKI RANCH, a Wyoming Co-partnership

By: 

ROMAN J. LEGERSKI
Managing General Partner

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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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By: John D. Legerski
JOHN D. LEGERSKI
Managing General Partner

By: Elizabeth Lucille Stanko
ELIZABETH LUCILLE STANKO
Managing General Partner

STATE OF WYOMING)

COUNTY OF SHERIDAN)

) ss.

The foregoing instrument was acknowledged before me by JOHN D. LEGERSKI, ROMAN J. LEGERSKI, and ELIZABETH LUCILLE STANKO, a/k/a BETTY ELIZABETH STANKO, Managing General Partners of LEGERSKI RANCH, this 29th day of March, 2000.

WITNESS my hand and official seal.

E. Marie Wright
Notary Public

My Commission expires: 6-18-2000





SCHEDULE C

Township 57 North, Range 84 West of the Sixth Principal Meridian,
Sheridan County, Wyoming.

Section 18: All that portion of Lot 4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$) lying north of the northerly right of way line of Interstate Highway No. 90, said northerly right of way line being of hereinafter stated distances to the left or northerly side measured at right angles or radially to the following described survey line of highway, said parallel right of way line beginning on the west boundary and ending on the east boundary of said Lot 4; beginning at a point on said west boundary from which the southwest corner of Section 18 bears S.0°30'E. a distance of 862.5 feet; thence with said parallel right of way lines 270 feet to the left or northerly side, S. 81°23.6'E. a distance of 876.2 feet; thence with said parallel right of way line 210 feet to the left or northerly side, continuing S.81°23.6'E. a distance of 455 feet, more or less, to a point on said east boundary. ALSO, NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$

Excepting that portion conveyed to The State of Wyoming Highway Commission of Wyoming by Warranty Deed recorded February 10, 1981 in Book 255, Page 70.

Township 57 North, Range 85 West of the Sixth Principal Meridian,
Sheridan County, Wyoming.

Section 11: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 12: SW $\frac{1}{4}$ SW $\frac{1}{4}$, also the South half of the Northeast quarter, the Southeast quarter of the Northwest quarter, the Southeast quarter and the East half of the Southwest quarter.

Section 13: NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, and also all of the SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ except that portion thereof lying South of U.S. Highway No. 87 (now Interstate 90), also the North half of the Northeast quarter and the Northeast quarter of the Northwest quarter, and all that part of the South half of the Southwest quarter and the Southwest quarter of the Southeast quarter lying South of the State Highway; also all that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying north of the northerly right of way line of Interstate Highway No. 90, said northerly right of way line being 270 feet to the right or northerly side when measured at right angles to the following described survey line of highway, said northerly right of way begins



on the east boundary and ends on the north boundary of said SE~~X~~SE~~X~~; beginning at a point on said east boundary from which the southeast corner of said section 13, bears S.0°30'E, a distance of 862.5 feet; thence N.81°23.6'W. a distance of 82.9 feet to the point of beginning of a 1°00' circular curve to the right, the radius of which is 5,729.6 feet; thence along said curve through a central angle of 10°38.4' a distance of 1,064.1 feet to the point of ending of said curve; thence N.70°45.1'W. a distance of 45 feet, more or less, to a point on the west boundary of said SE~~X~~SE~~X~~ from which the northwest corner thereof bears northerly a distance of 230 feet, more or less.

Excepting the right-of-way of the C.B.&Q. Railroad, also excepting the right-of-way of the Grand Island and Northern Wyoming Railroad Company as recorded July 11, 1893 in Book E, Page 253 of Deeds, and recorded June 11, 1894 in Book E, Page 427 of Deeds,

Also excepting that portion conveyed to The State Highway Commission of Wyoming by Warranty Deed recorded February 10, 1981 in Book 255, Page 70.

Section 14: E~~X~~N~~E~~X, and all of the NE~~X~~SE~~X~~ excepting therefrom the following tract of land, to-wit: Beginning at the Southeast corner of said NE~~X~~SE~~X~~; thence West to the Southwest corner of said NE~~X~~SE~~X~~; thence North 205 feet to the South line of the County Road; thence Southeasterly along said road to the East line of said Section 14; thence South 27 feet to the point of beginning.

Excepting a portion conveyed to The State Highway Commission of Wyoming by Warranty Deed recorded February 10, 1981 in Book 255, Page 70.

Section 23: SE~~X~~, E~~X~~SW~~X~~, SE~~X~~NW~~X~~, S~~X~~N~~E~~X and all that portion of NE~~X~~NW~~X~~ and N~~X~~N~~E~~X lying South of Tongue River.

Excepting that portion conveyed to Clinton E. Horsley and Pauline E. Horsley by Warranty Deed recorded April 12, 1977 in Book 158, Page 374.

Also excepting that portion conveyed to Mike R. Haratyk by Warranty Deed recorded September 30, 1947 in Book 68, Page 194.

Section 24: All that part of the North half of the Northwest quarter and the Northwest quarter of the Northeast quarter of said Section 24 lying North of Tongue River; also the SE~~X~~, W~~X~~SW~~X~~, and all that portion of



the NW of said section lying South of the center of Tongue River.

Except three small tracts described as follows: (1) Beginning at the Southwest corner of the SE~~W~~NE~~W~~ of said Section; thence N. 277 feet; thence E. 157.3 feet; thence S. 277 feet; and thence W. 157.3 feet to the point of beginning; (2) Commencing at a point 1320 feet North from a point 1320 feet West from the East quarter corner of said Section 24; thence East 279.2 feet; thence South 390 feet; thence West 71.2 feet; thence South 225.5 feet; thence West 208 feet; thence North 615.5 feet, more or less, to the point of beginning; (3) Beginning at a point on the quarter section line 625.5 feet South of the Northwest corner of said SE~~W~~NE~~W~~; thence East 208 feet; thence South at right angles 417.5 feet; thence West 208 feet to a point on the quarter section line; thence North on said section line 417.5 feet, more or less, to the place of beginning.

Section 25: W~~W~~NW~~W~~, N~~W~~SW~~W~~, NE~~W~~, also the South half of the Southwest quarter.
Section 26: NW, SE~~W~~
Section 35: NE~~W~~
Section 36: NW~~W~~