CITY OF CASPER - GREAT NORTHERN TOOL AND SUPPLY
SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of
October, 1974, by and between the City of Casper, a Munici-
pal Corporation, in Natrona County, Wyoming, hereinafter referred
to as "City", and Great Northern Tool and Supply Company, a
Montana Corporation, referred to as "Owner".

WITNESSETH:

WHEREAS, "Owner" is the owner of all of the lands that
comprise the Great Northern Tool and Supply Subdivision, an
addition to the City of Casper, Natrona County, Wyoming, a copy
of a plat of which is attached as Exhibit "A" and made a part
hereof and which plat hereto fore has been approved by City, and
which approval is a simultaneous act with the execution of this
Agreement; and

WHEREAS, it is the mutual desire of the parties hereto
has said lands platted and made a subdivision within the City of
Casper and to provide the necessary improvements in said Subdi-
vision.

NOW, THEREFORE, the parties hereto agree as follows:

1. OBLIGATIONS OF OWNER

Great Northern Tool and Supply Company shall at their
sole cost and expense do or cause to be done the following:

1.1 Surveying:

(a) Set all subdivision corners and 1/16th corner
with 2" diameter brass caps. These caps shall
be set in concrete and shall show the number
of the corner, elevation of the corner, identifi-
ing initial or the surveyor company making
this survey and the license number of the sur-
veyor making the survey or the certificate of
the survey. 1/16th corner shall be properly
marked for identification as to location, shall
carry the true elevation, shall be referenced
subject to destruction and shall show the proper
identification and the license of the certified
surveyor.
(b) Block and lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by 1/2" by 18" iron pin or pipe driven flush with the ground. Upon completion of construction of sidewalks, the points of intersection (PT's) and all points of return (POR's) of all blocks shall be referenced in the sidewalk by an iron pin. Also, the (PC's) and the (PT's) of all curves shall be so referenced in the sidewalk. Block and lot corners shall be marked after initial dirt moving work has been completed so that duplicate marking of block and lot corners will not be necessary. Such markers shall be in place for final inspection of the City Engineer upon completion of construction of the sidewalk and curb.

(c) Surface improvement, sidewalks, curbs and gutters, storm sewers and any other such necessary improvements which shall be constructed by the subdivider in accordance with the current specifications and ordinances, or any amendments thereto which has been adopted by the City Council of Casper, and after such construction will be subject to the inspection and approval of the City Engineer. All required improvements shall be completed in accordance with the grades officially approved by the city.

1.2 Construction of Sidewalk, Curb, Gutter and Storm Sewer:

(a) Upon demand of the City Council, the subdivider will, at his own expense, install curb, gutter and sidewalk along the northern boundary of his property abutting Midwest Avenue.

(b) Upon demand of the City Council, the subdivider shall, at his own expense, pay his proportional share of the cost of a 30" storm sewer on Midwest Avenue.

II.

OBLIGATIONS OF THE CITY

2.1 Water and Sanitary Sewer Services:

(a) The city shall continue to furnish water, sanitary service and all other city services to said subdivision.

THIS AGREEMENT shall be binding upon, and shall inure to the benefit of the parties, hereof, their successors and assigns.
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

CITY OF CASPER, WYOMING,
A Municipal Corporation

By: [Signature]
Mayor

Great Northern Tool & Supply Co.
A Montana Corporation

By: [Signature]
President

Secretary
THE GRANTOR, Chicago and North Western Railway Company, a Wisconsin corporation, for the consideration of FOURTEEN THOUSAND ONE HUNDRED FORTY-FOUR and $3/100 DOLLARS ($14,144.63), conveys and quitclaims to GREAT NORTHERN TOOL & SUPPLY COMPANY, a Montana corporation of Billings, Montana.

GRANTEE, all interest in the following described real estate situated in the City of Casper, County of Natrona, and the State of Wyoming.

to wit:

That part of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) of Section Nine (9), Township Thirty-Three (33) North, Range Seventy-Nine (79) West of the Sixth Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the westerly line of South Ash Street with the southerly line of West Midwest Avenue; thence South Sixty-Four Degrees Four Minutes (64º 04') West, along said southerly line of West Midwest Avenue, a distance of Two Hundred Eighty-Six and Eighty-Nine One-Hundredths (286.89) feet to the point of beginning of the parcel of land herein to be described; thence South Twenty-Six Degrees Ten Minutes (26º10') East, a distance of One Hundred Sixty-One and Sixteen One-Hundredths (161.16) feet; thence South Sixty-Nine Degrees Twenty-Six Minutes (69º 26') West, a distance of Eighty and Sixteen One-Hundredths (80.16) feet; thence North Twenty-Six Degrees Four Minutes (26º 04') West, a distance of One Hundred Fifty-Three and Eighty-One-Hundredths (153.81) feet to a point on the south line of said West Midwest Avenue; thence North Sixty-Four Degrees Four Minutes (64º 04') East, along said south line, a distance of Seventy-Nine and Ninety-Eight One-Hundredths (79.98) feet to the point of beginning. EXCEPT that portion of the above described parcel of land that lies within a line drawn parallel with and distant Nine (9) feet northwesterly of, as measured radially from, the center line of the Chicago and North Western Railway Company spur track ICC Number 96, as now located and established.

Excepting and reserving, however, unto the Grantor, its successors and assigns forever, the ownership of all coal, oil, gas, casinghead gas, and all minerals of every kind and nature in, on or under the surface of the land hereinabove described, together with the full right and license at any and all times to enter upon said land to explore or drill for, and to protect, conserve, mine, drill, take, remove and market any and all such products in any manner which will not interfere with the use by the Grantee of the surface of the property hereby conveyed.

Reserving, also, unto the Grantor, its successors and assigns, the spur tracks now located on said above described property, together with the right to use, occupy and enjoy the Northwesterly Seventeen (17) feet of the above described
parcel of land for the proper maintenance and operation of said tracks until such
time as said Grantor, its successors or assigns, shall permanently abandon the
use of said tracks and remove the same from said premises.

Reserving, also, unto said Grantor, its lessees, licensees, successors
and assigns, the water, sewer and gas lines now located upon said premises, to-
gether with the right to maintain and reconstruct the same until such time as they
are permanently removed by said Grantor, its lessees, licensees, successors or
assigns, and by the acceptance of this conveyance the Grantee for itself, its
successors and assigns, agrees to assume the entire cost and expense of removing
said water, sewer and gas lines from the premises herein conveyed, in the event
such removal is desired by said Grantee, its successors and assigns.

Dated this Twenty-Eighth day of March, 1966.

Signed, Sealed and Delivered in
Presence of:

[Signature]

[Signature]

Chicago and North Western Railway Company

By

T. Robert Dillim

Attst

T. A. Ross

Approved

L. J. Postmus, Chief Closing Officer
STATE OF ILLINOIS}
COUNTY OF COOK

A. S. Fleck

I, the undersigned, being a Notary Public duly commissioned and qualified, in and for the County of Cook and the State aforesaid, do hereby certify that I, ROBERT MALIN and T. A. ROSE, to me personally known and known to be, respectively, President and Vice President of the Chicago and North Western Railway Company, a Wisconsin corporation, and the identical persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, President and Vice President of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation; and that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the use and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, in and for the County of Cook, in the State of Illinois.

A. S. Fleck
Notary Public

August 23, 1966

QUIT CLAIM DEED

CHICAGO AND NORTH WESTERN RAILWAY COMPANY

TO

[Names redacted]

This instrument was filed for record in the Office of the Recorder of Deeds of the County of Cook, in the City of Chicago, in the State of Illinois, on the 18th day of April, 1965, at 10:00 o'clock A.M. A.D. 1965, and recorded on page...