

PLAT OF
"LIERD & MIRACLE ADDITION NO. 2"
 TO THE TOWN OF EVANSVILLE
 BEING A REPLAT OF A PORTION OF
 LOT 3, LIERD & MIRACLE ADDITION
 TO THE TOWN OF EVANSVILLE, WYOMING
 AND A SUBDIVISION OF A PORTION OF THE
 NW1/4SE1/4, SECTION 1
 TOWNSHIP 33 NORTH, RANGE 79 WEST
 SIXTH PRINCIPAL MERIDIAN
 NATRONA COUNTY, WYOMING

SCALE: 1"=80'

CERTIFICATE OF DEDICATION

NORWEST BANK WYOMING, N.A. TRUSTEE FOR THE LIERD-MIRACLE TRUST hereby certify that they are the owners and proprietors of the foregoing described lands being a replat of a portion of Lot 3, Lierd & Miracle addition to the Town of Evansville, Wyoming and also a subdivision of a portion of the NW1/4SE1/4, Section 1, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described as follows:

Beginning at the northwesterly corner of the Parcel being described and also a point in the westerly line of said NW1/4SE1/4, Section 1 and from which point the northwesterly corner of said NW1/4SE1/4, Section 1 bears N0°00'19"W., 512.43 feet; thence from said Point of Beginning and along the northerly line of said Parcel, N76°25'E., 235.00 feet to a point; thence N71°25'E., 467.09 feet to the northwesterly corner of said Parcel; thence along the easterly line of said Parcel, S0°02'E., 978.48 feet to the southeasterly corner of said Parcel and a point in the northerly right-of-way line of Lothrop Road; thence along the southerly line of said Parcel and the northerly right-of-way line of said Lothrop Road, S89°59'21"W., 157.10 feet to a point; thence along the arc of a true curve to the right, having a radius of 1045.92 feet and through a central angle of 17°18'43", northwesterly, 315.42 feet and the chord of which bears N51°29'23"W., 314.22 feet to a point of tangency; thence along the southwesterly line of said Parcel and the northeasterly line of said Lothrop Road, N42°38'18"W., 443.68 feet to a point of curve; thence along the arc of a true curve to the left, having a radius of 1245.92 feet and through a central angle of 1°12'53", northwesterly, 26.42 feet to the southwesterly corner of said Parcel; thence along the westerly line of said Parcel, N0°00'19"W., 109.47 feet to a point; thence S63°25'E., 55.91 feet to a point; thence N0°00'19"W., 148.82 feet to the Point of Beginning and containing 10.941 acres, more or less.

The subdivision of the above described lands as appears on this plat is with the free consent and in accordance with the desires of the above named owners and proprietors; the name of said subdivision shall be known as "LIERD & MIRACLE ADDITION NO. 2" to the Town of Evansville, Wyoming and all streets, drives and public ways as shown hereon are hereby dedicated to the use of the public and all easements as shown hereon are hereby reserved as utility easements for purposes of construction, operation and maintenance of conduits, lines and ditches as required for the proper development of said subdivision.

NORWEST BANK WYOMING, N.A. TRUSTEE
 LIERD-MIRACLE TRUST
 P.O. BOX 2799
 CASPER, WYOMING 82602

Don W. Guertman
 DON W. GUERTMAN, SENIOR VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF WYOMING)
 COUNTY OF NATRONA) ss
 The foregoing instrument was acknowledged before me by Don W. Guertman on this 17th day of January, 1995.
 Witness my hand and official seal.
 My commission expires: June 11, 1997

Don W. Guertman
 NOTARY PUBLIC

APPROVALS

APPROVED: Town Council of the Town of Evansville, Wyoming this 20th day of DECEMBER, 1995.

Attest: *Janice Lindquist*
 TOWN CLERK

APPROVED: Board of County Commissioners of Natrona County, Wyoming by Resolution duly passed on the 21 day of November, 1995.

Attest: *Mary Ann Corbin*
 COUNTY CLERK

INSPECTED AND APPROVED on this 7th day of DECEMBER, 1995.

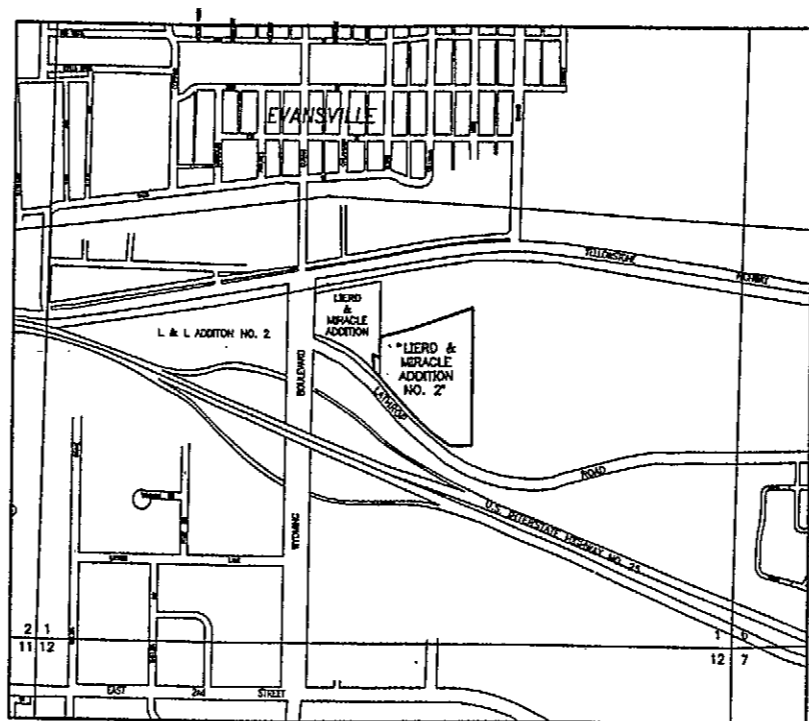
My term of office expires
 January 4, 1996

INSPECTED AND APPROVED on this 27th day of November, 1995.

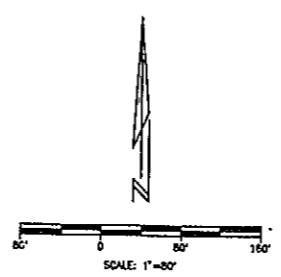
INSPECTED AND APPROVED on this _____ day of _____, 1995.

FILED for record in the Office of the County Clerk of Natrona County, Wyoming this _____ day of _____, 1995.

COUNTY CLERK



LOCATION & VICINITY MAP
SCALE: 1"=600'



LEGEND:
 BRASS CAP CORNER
 EASEMENT
 SUBDIVISION BOUNDARY

PLAT CLOSURE RATIO: 1:2,487,637

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
 COUNTY OF NATRONA) ss

I, Steve M. Castle of Casper, Wyoming hereby state that this plat was prepared from notes taken during actual surveys made by me during the months of November, 1994 to January, 1995 and that this plat correctly and accurately represents said surveys. All perimeter corners are well and accurately marked by Brass Caps and all dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, all being true and correct to the best of my knowledge and belief.

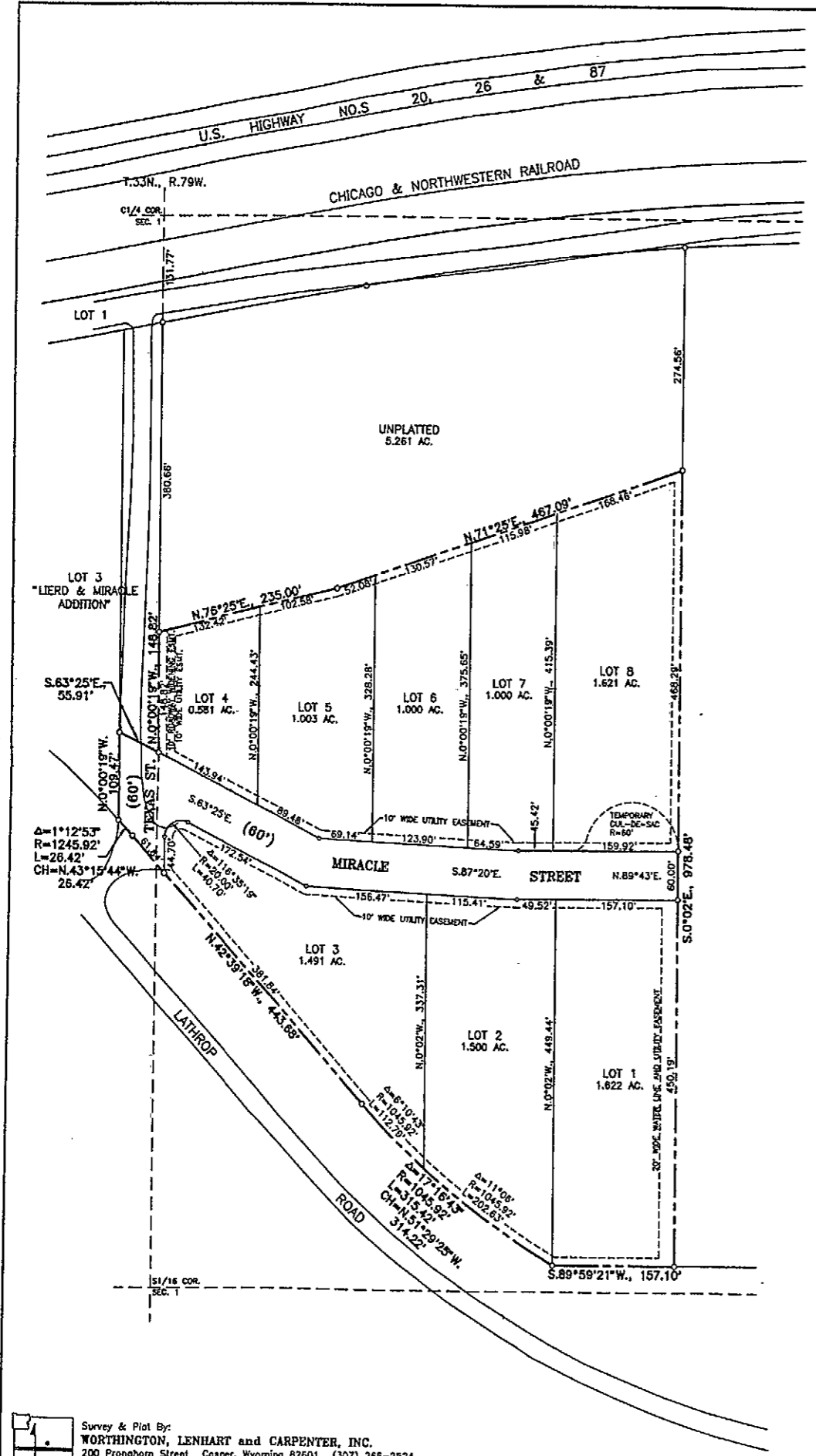
Wyoming Registration No. 6010 L.S.



Subscribed in my presence and sworn to before me by Steve M. Castle this 20th day of January, 1995.

My commission expires: JUNE 20, 1997

Steve M. Castle
 SURVEYOR



Survey & Plat By:
WORTHINGTON, LENHART and CARPENTER, INC.
 200 Pronghorn Street Casper, Wyoming 82601 (307) 268-2524
 W.O. No.: 90340300 Date: 1-13-95 Acad Dwg.: LIERD

WARRANTY DEED

OILCAP ACRES, a general partnership consisting of F.E. Miracle, C.L. Lierd, Betty Jayne Luker and William B. Luker,

grantor of Natrona County, and State of Wyoming, for and in consideration of \$10.00 and other good and valuable considerations DOLLARS

in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO C.L. LIERD and F.E. MIRACLE, as tenants in common,

grantee of Natrona County and State of Wyoming,

the following described real estate, situate in Natrona County, and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Beginning at a point on the southerly boundary of the presently existing operating right of way of the Chicago and Northwestern Railroad Co., which point bears N. 79°42' E., a distance of 2068.7 feet from a point on the west boundary of Section 1, Township 33 North, Range 79 West of the 6th P.M., from which the southwest corner thereof bears S. 0°06' W., a distance of 2030.1 feet; thence S. 0°02' E., a distance of 177.0 feet; thence S. 68°42.5' E., a distance of 93.97 feet to the point of beginning of a circular curve to the right, the radius of which is 1,245.92 feet; thence along said curve through a central angle of 26°00' a distance of 553.2 feet to a point; thence N. 0°05' W., a distance of 608.82 feet, more or less to point on the southerly boundary of the right of way of the Chicago and Northwestern Railroad Co.; thence S. 79°42' W., a distance of 549.0 feet, more or less to the point of beginning. Said parcel containing 4.46 acres more or less.

This deed subject to a 20 feet wide utility easement along the north boundary of said tract, parallel to and abutting the Chicago and Northwestern southerly right of way and extending east and west a distance of 549.0 feet more or less.

Land subject to memorandum of agreement re sewer and water with Town of Evansville, Wyoming dated June 21, 1967.

IN WITNESS WHEREOF grantor has caused this deed to be executed this 23rd day of September, 1967.

WITNESS _____ head _____ this _____ day of _____, 1967.

OILCAP ACRES, a general partnership
By: Betty Jayne Luker
William B. Luker
General Partners

State of Wyoming
County of Natrona

Witness my hand and official seal, this 23rd day of September, 1967.



Carolyn M. Melton
Signature
Notary Public
Title of Officer

My Comm. for Expires: _____

Compliments of:
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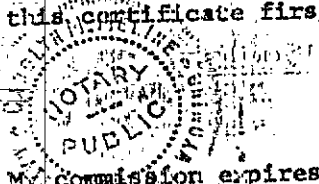


Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

On this 28th day of September, 1967, before me personally appeared Betty Layne Luker and William B. Luker, general partners in Gilcap Acres, a general partnership, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed as such general partners.

Given under my hand and notarial seal, the day and year in this certificate first above written.



Paul M. Melius
Notary Public

My Commission expires:
Aug. 12, 1969

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54222

WARRANTY DEED

Edna, Doris
TO

E. & F. Melius, et al

THE STATE OF WYOMING,
County of NATRONA

This instrument was filed for rec. 2.00

o'clock 10 M., on the
Day of OCT 2 - 1967

and duly recorded in Book

on Page

County Clerk and Ex-Officio Register of Deeds

By _____ Deputy

No. _____ Fees, \$ 3.00

E & F Melius
Box 409

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RECORDED July 6 11 72 AM 11:15 o'clock AM
IN BOOK 18 OF Corps. PAGE 465
NO. 128926 JOHN J. TOBIN
COUNTY CLERK

A G R E E M E N T

THIS AGREEMENT, made, dated and signed at Casper, Wyoming this 24 day of April, 1972, by and between F.E. MIRACLE, C.L. LIERD, BETTY JAYNE LUKER and W.B. LUKER, designated as "Partners" or by their respective surnames,

WITNESSETH:

WHEREAS the Partners have been engaging in a partnership business known as Oilcap Acres, pursuant to an agreement dated May 11, 1964; and

WHEREAS it is the desire of the Partners to terminate the partnership and to arrive at a mutually agreeable basis for distribution of the partnership assets; and

WHEREAS one of the assets of the partnership is a water and sewer system serving lands in or adjacent to the town of Evansville, Wyoming, the use of which as between the Partners and lands owned by them is to be allocated under the terms of this agreement;

NOW, THEREFORE, it is agreed between the parties as follows:

1. The partnership is hereby dissolved, effective upon the execution of this agreement. No further business shall be conducted by any of the Partners and no obligations shall be incurred by any of the Partners for or on behalf of the part-

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nership except as herein specifically provided.

2. The two sleeves under the fill on the highway right-of-way of U.S. Highway I-25 shall be written off the books of the partnership, with each Partner to take his respective twenty-five per cent of the tax benefits accruing by reason of said write-off. All of the other accounts and books of the partnership shall be closed, and upon such closing all of the Partners acknowledge that there are no obligations among them except as contained in this agreement.

3. The partnership shall assign and quit-claim to Lukers all of its right, title and interest in and to that certain easement along the south right-of-way of the Chicago and North Western Railway Company, more specifically described on Exhibit "B", together with all of the partnership's right, title and interest in the agreement with the Wyoming State Highway Department for switch and track construction, which is outlined in paragraph 13 of the Memorandum of Agreement between the partnership and the Wyoming Highway Department which is attached hereto as Exhibit "C".

4. Lukers agree to grant to Northern Utilities, Inc., concurrent with the execution hereof, in recordable form, an easement five feet in width for a natural gas pipeline across lands owned by them and conveyed by the partnership in



that certain warranty deed dated September 29, 1967 and recorded October 2, 1967 in Book 217 at page 210, Natrona County, Wyoming, in order that Northern Utilities, Inc. may extend the present easement across such lands, granted August 7, 1968 and recorded August 9, 1968 in Book 135 at page 343; the purpose of such agreement being to allow the extension of the Northern Utilities gas pipeline to a point which will allow gas utility service to be furnished by that company to a tract of land owned by The Wyoming National Bank of Casper as trustee for Lierd and Miracle and described in a deed from the partnership dated September 28, 1967 and recorded in Book 217 at page 208 in the records of Natrona County, Wyoming and by the Chicago and North Western Railway Company to the Wyoming National Bank, trustee, dated June 25, 1969 and recorded May 13, 1970 in Book 230 of Deeds at page 190. Attached as Exhibit "D" is a description of the proposed extension.

5. The partnership does by this instrument (or, upon the request of the Town of Evansville, each of the Partners shall execute a separate instrument) sell, quitclaim and convey to the Town of Evansville, Natrona County, Wyoming all of the parties' and of Chicago Acres' interest in the water and sewer system owned by the partnership which is now connected with the Town of Evansville pursuant to the indenture between the partnership and the Incorporated Town of

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Evansville, attached hereto as Exhibit "E", and as reflected by the plans and provisions thereof prepared by Robert L. Streater. Such transfer and conveyance is made with the understanding that the transferees (or Lierd and Miracle individually) or their assigns shall have the right to utilize such system, without hookup costs, for the benefit of any real property now owned or hereafter acquired by any of them, including lands now owned but which may be transferred or conveyed to third parties, so long as the capacity of the system is capable of serving such lands. It is a specific condition of this dissolution, without which Lierd and Miracle would not execute the same, that they, either of them or their successors in title interest shall have the right to use said water and sewer system to furnish said facilities to 16 acres, more or less, to be acquired by them immediately adjacent to lands now owned by them or by The Wyoming National Bank of Casper as trustee for them on the east of Curtis Drive in Natrona County, Wyoming.

6. The following described easements shall be relinquished by the partnership or the individual partners to the owners of the property which they traverse:

- (i) That certain 20-foot wide utility easement along the north boundary of the tract of land conveyed by the partnership to Lukers in the deed dated September 29, 1967 and referred to in Paragraph 4 hereof; such easement being parallel to and abutting the Chicago and North Western southerly right-of-way and extending east and west a dis-

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tance of 1162.0 feet, more or less.

(ii) That certain 20-foot wide utility easement along the north boundary of the tract of land conveyed by the partnership to Lierd and Miracle in a deed dated September 28, 1967 and recorded October 2, 1967, in Book 217 at page 208, Natrona County, Wyoming, is to be assigned to the Wyoming National Bank, Trustee for Lierd and Miracle.

(iii) That certain easement lying along the westerly edge of the land retained by C.L. Lierd and wife and F.E. Miracle and wife in a warranty deed dated January 12, 1959 and recorded in Book 178 of Deeds at page 72 in the office of the County Clerk, Natrona County, Wyoming and described as follows:

An easement along the westerly portion of the above described tract 15 feet in depth in an east west direction for the installation, maintenance, repair and replacement of water, sewer, gas, electric and all other utility lines with full rights of ingress and egress thereto; provided, however, that grantors, their successors or assigns, will refill all ditches excavated by them.

7. Lierd and Miracle agree that they will execute

a conveyance of Blocks A and B, Oilcap Acres, to Lukers or their designees, a description of which is attached hereto as Exhibit "A".

8. Lukers agree that they will execute, acknowledge and deliver a conveyance of easement and rights twenty feet in width which will give, grant and convey unto Lierd and Miracle or to The Wyoming National Bank, Trustee for Lierd and Miracle, and their successors in title interest the right to use the water and sewer lines across lands now owned by the Lukers and particularly described in a warranty deed from Oilcap Acres as

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grantor dated September 29, 1967, recorded October 1, 1967 in Book 217 of Deeds at page 210 in the office of the County Clerk of Natrona County, Wyoming, together with all rights of ingress and egress in, upon and across the lands owned by Lukers for the purpose of making use of said water and sewer lines and to repair, maintain and make replacements from time to time as may be required. Lukers and their successors in title interest to the subservient estate over which said easement and rights-of-way shall traverse reserve the right to use the surface of the easement subject only to removal of any improvements for the purpose of making the inspection, maintenance, substitution or repair of the water and sewer lines therein situated.

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9. Each Partner acknowledges that, except for such rights as may be granted under the provisions of this agreement, he has no claim whatsoever against any of the other Partners arising out of transactions heretofore conducted between them as partners in Oilcap Acres. Such release is conditioned upon the representation by each of the Partners that he has made a full disclosure and caused to be reflected in some manner on the books and records of the partnership all transactions which he has conducted on behalf of the partnership or of which he has knowledge.

10. The parties agree to pay in equal shares the cost of dissolution, including accounting, legal and recording expenses.

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

[Signature]
F.E. Miracle

[Signature]
C. H. Liard

[Signature]
Betty Jayne Luker

[Signature]
W.B. Luker

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STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 24th day of April, 1972.

Witness my hand and official seal.

JEAN GIBBER Notary Public
County of State of
Natrona Wyoming
My Commission Expires: APR 12, 1975

[Signature]
Notary Public

My commission expires: August 19, 1972

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Portion of Tract 10, Block A and Block B, Oilcap Acres Plat)

A tract of land being a part of the SW/4, Section 1, T. 33 N., R. 79 W. of the 6th P. M., Natrona County, Wyoming, and being more particularly described as follows:

Starting at the SW corner of the NW/4SW/4, Section 1, T. 33 N., R. 79 W.; thence N. 0°06' E., a distance of 158.26 feet to the point of beginning. Thence continue N. 0°06' E., a distance of 542.32 feet to a point located on the south right of way boundary of the Chicago and North Western Railroad; thence N. 79°42' E., a distance of 150.0 feet along said boundary to a point; thence S. 0°06' W., a distance of 119.24 feet to a point located on the south right of way boundary of the Wyoming Highway Dept.; thence S. 68°42'30" E., a distance of 863.33 feet along said boundary to a marker point; thence S. 50°09' E., a distance of 18.05 feet along said boundary to a marker point; thence S. 79°42' W., a distance of 706.93 feet to a point; thence N. 0°06' E., a distance of 50.84 feet to a point; thence S. 79°42' W., a distance of 281.06 feet to the point of beginning. Said parcel of land containing approximately 6.3 acres.

Subject to easements, rights of way and reservations of record and 1971 taxes.

EXHIBIT "A"

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That certain easement granted the partnership by North Western Railway Company, a Wisconsin corporation, in that certain Deed No. 70909 dated March 31, 1964 and recorded April 14, 1964 in Book 200 of Deeds at page 618 and described as follows:

An easement for the installation, maintenance and replacement of sewer lines and other utilities, together with the right of ingress and egress over and across the following described parcel of land:

A strip of land 20 feet in width, in the NW¹/₄ of the SW¹/₄ of Section 1, the NW¹/₄ of the SW¹/₄ of Section 2, all in Township 33 North, Range 79 West of the 3th Principal Meridian, lying between two lines drawn parallel with and distant 30 feet and 100 feet, respectively, westerly of, as measured at right angles from, the center line of the main track of the Chicago and North Western Railway Company, as now located and established, bounded on the east and west by lines drawn at right angles from the center line of said main track, distant 32 feet easterly of and 1218 feet, more or less, westerly to the Pineview Sewer, as measured along the center line of said main track from the westline of said Section 1.

EXHIBIT "B"



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(Extension of August 7, 1963 Easement)

Thence continue N. 00° 30' W. a distance of 47.5 feet to a point, and centerline of a 5 foot in width easement; thence N. 89° 54' E. along said centerline of the 5-foot easement, a distance of 147.5 feet to a point on the centerline of a north-south trending 5-foot easement; thence N. 0° 43' W. a distance of approximately 30 feet to a point - said point being the junction of a 3-inch gas line extending east, across Curtis Street. A total distance of 1090.19 feet.

Provided, however, Lukers reserve the right to relocate said gas pipeline within a similar easement at their sole cost and expense, should it be necessary to do so, and the present easement would, in such event, be abandoned.

EXHIBIT "D"



AMENDMENT TO AGREEMENT

WHEREAS, on or about April 24, 1972, F.E. Miracle, C.L. Lierd, Betty Jayne Luker and W.B. Luker, as general partners in Oilcap Acres, a partnership formed May 11, 1964, entered into an agreement for the dissolution of said partnership and a disposition of the assets of the partnership as provided in said April 24, 1972 agreement; and

WHEREAS the parties desire to amplify said April 24, 1972 agreement by providing a specific description of the water and sewer easement referred to in Paragraph 8 of said original agreement;

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable considerations, it is agreed between the parties as follows:

1. That the 20-foot wide easement for sewer and water across lands owned by Lukers, reference to which is made in said Paragraph 8 of the April 24, 1972 agreement, shall be described by metes and bounds as particularly specified in the attached Exhibit "F" to this supplement and incorporated into both this supplement and the April 24, 1972 agreement by reference.

2. There is likewise attached hereto, marked Exhibit "G" and incorporated by reference into both this supplement and the April 24, 1972 agreement, a plat of the lands owned by William B. Luker and Betty Jayne Luker upon which there has been imprinted the course



of said 20-foot wide water and sewer easement across said lands.

3. Each and all of the other terms, provisions and conditions of said April 24, 1972 agreement between the parties signatory are hereby ratified, approved and confirmed.

DATED this 28th day of June, 1972.

F.E. Mirzale
F.E. Mirzale

C.L. Lierd
C.L. Lierd

Betty Jayne Luker
Betty Jayne Luker

William B. Luker
W.B. Luker

STATE OF WYOMING)
) ss
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 28th day of June, 1972.

Witness my hand and official seal.

JEAN GEHRER Notary Public
County of Natrona State of Wyoming
My Commission Expires Aug. 19, 1975

Jean Gehrer
Notary Public

My commission expires: August 19, 1975

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SEWER AND WATER EASEMENT

A tract of land located in the N $\frac{1}{2}$ SW $\frac{1}{4}$, Section 1, T.33N., R.79W., 6th Principal Meridian, Natrona County, Wyoming and being more particularly described as follows:

Starting at the NE corner of L & L Addition No. 1 to the Town of Evansville, Wyoming; thence S.0 $^{\circ}$ 01' E., a distance of 60.82' to the point of beginning and centerline of a 20 foot wide south west trending sewer and water easement, such point of beginning also lying on the west right-of-way line of "Curtis Street", thence S.79 $^{\circ}$ 42' W., along said centerline a distance of 240 feet to a point being the centerline of a north south trending 20-foot wide sewer and water easement; thence N. 0 $^{\circ}$ 01' E., along said center line a distance of 60.82 feet to a point located on the southerly right-of-way line of the Chicago and Northwestern Railway Co..

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