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

WARRANTY DEED

grantor...of Natrona County, and State of Wyoming, for and in consideration of $10.00 and other good and valuable consideration, DOLLARS in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO:

C.L. LIERD and F.E. MIRACLE, as tenants in common.

grantees... 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. 00°05' W., a distance of 2030.1 feet; thence S. 00°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. 00°05' W., a distance of 508.82 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' E., a distance of 549.0 feet, more or less to 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 Evanston, Wyoming dated June 21, 1967.

IN WITNESS WHEREOF grantor has caused this deed to be executed this 24th day of September, 1967.

WITNESS

[Signature]

[Signature]

GENERAL PARTNERS

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]
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).

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82001 • (307) 237-8486

STATE OF WYOMING
COUNTY OF LARAMIE

On the 26th day of September, 1967, before me personally appeared Betty Jean Inker and William B. Inker, general partners in the firm of Inker and Inker, and being known to me to be the persons described in and who executed the foregoing instrument, and acknowledged the same as their free act and deed as such general partners.

Given under my hand and notarial seal, the day and year in

the certificate first above written.

WARRANT DEED

54272
AGREEMENT

THIS AGREEMENT, made, dated and signed at Casper, Wyoming this 24th 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, 1966; 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 is 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-
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 Lloyd 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.

3. The partnership does by this instrument (or, upon the request of the Town of Evansville, such the partnership shall execute a separate instrument) quitclaim and convey to the Town of Evansville, Natrona County, Wyoming all of the parties' and of "City 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
Evansville, attached hereto as Exhibit "E", and as reflect-ed by the plans and provisions thereof prepared by Robert L. Streeter. Such transfer and conveyance is made with the understanding that the transferees (or Lloyd 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 Lloyd 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 Lukens 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-
ence 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 Lied and Miracle in a deed dated September 28, 1967 and recorded October 2, 1967 in Book 217 at page 208, Natrona County, Wyoming, to be assigned to the Wyoming National Bank, Trustee for Lied and Miracle.

(iii) That certain easement, lying along the westerly edge of the land retained by C.L. Lied 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 easterly-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 grantees, their successors or assigns, will refill all ditches excavated by them.

7. Lied and Miracle agree that they will execute a conveyance of Blocks A and B, Oilcap Acres, to Lukacs or their designees, a description of which is attached hereto as Exhibit "A".

8. Lukacs agree that they will execute, acknowledge and deliver a conveyance of easement and rights-of-way 25 feet in width which will give, grant and convey unto Lied and Miracle or to The Wyoming National Bank, Trustee for Lied and Miracle, and their successors in title interest the right to use the water and sewer lines across lands now owned by the Lukacs and particularly described in a warranty deed from Oilcap Acres as
470

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 takers 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. Takers and their
successors in title interest to the subservient estate
over which said easement and rights-of-way shall tra-
verse reserve the right to use the surface of the eas-
ement subject only to removal of any improvements for the
purpose of making the inspection, maintenance, substi-
tution or repair of the water and sewer lines therein situ-
ated.

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 here-
before conducted between them as partners in Oilcap
Acres. Such release is conditioned upon the repre-
sentation 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.

[Signatures]

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this 19th day of April, 1972.

Witness my hand and official seal.

[Signature]

Notary Public

By: Commission expires: August 12, 1972
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 SW/4, Section 1, T. 33 N., R. 79 W.; thence N. 0°06' E., a distance of 150.26 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' N., a distance of 119.24 feet to a point located on the south right of way boundary of the Wyoming Highway Dept.; thence S. 50°42'30" E., a distance of 363.33 feet along said boundary to a marker point; thence S. 50°00' E., a distance of 12.00 feet along said boundary to a marker point; thence S. 79°42' N., a distance of 706.33 feet to a point; thence N. 0°06' E., a distance of 50.94 feet to a point; thence S. 79°42' N., a distance of 201.06 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"
That certain easement granted the partnership by North Western Railway Company, a Wisconsin corporation, in that certain Deed No. 70899 dated March 31, 1964 and recorded April 14, 1964 in Book 300 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 30 feet in width, in the
S\N of the SE\NE of Section 1, the NE\NE of the
SW\SE of Section 2, all in Township 33 North,
Range 79 West of the 5th Principal Meridian, lying between the lines drawn parallel with
and distant 30 feet and 100 feet, respectively,
southwestly 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 to the center line of said main track,
eastward 31 feet center line of said
31 feet center line of said main track, and
westward 25 feet center line of said main track from the east line of said
Section 1.
474
(Extension of August 7, 1968 Enactment)

Thence continue N. 00° 30' W., a distance of 47.5 feet to a point, and centerline of a 3-foot in width easement; thence N. 69° 51' 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 199.1 feet.

Provided, however, Lukes 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.
AMENDMENT TO AGREEMENT

WHEREAS, on or about April 24, 1972, F.E. Micale, 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 "A" to this supplement and incorporated into both this supplement and the April 24, 1972 agreement by reference.

2. There is likewise attached hereeto, marked Exhibit "B" and incorporated by reference into both this supplement and the April 24, 1972 agreement, a plot 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.

[Signatures]

STATE OF WYOMING
COUNTY OF NATRONA

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

witness my hand and official seal.

[Notary Public Signature]
SEWER AND WATER EASEMENT

A tract of land located in the NE 1/4 SW 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.00°01' E., a distance of 60.42' 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°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. 00°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.