

DRAINAGE EASEMENT AGREEMENT

Royal Wolf Development, LLC, a Wyoming limited liability company (herein "RWD"), and Linda Jones Mullinax, as Trustee of the Survivor's Trust under that certain John W. Jones and Patricia M. Jones Revocable Trust under Trust Agreement dated November 5, 1996, as amended (herein "Mullinax"), and In-Yarak Construction, Inc., a Wyoming corporation (herein "In-Yarak"), collectively referred to herein the Parties, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, do hereby grant, convey and agree to the terms of a drainage easement, as set forth as follows:

1. **Existing Drainage Pipe and Easement Route.** A six inch (6") drainage pipe (herein "drain pipe") was installed in the location approximately illustrated on *Exhibit A*, attached hereto (herein "easement route"), many years ago and has historically drained underground, sub-surface water from a location southwest of the In-Yarak Lot, draining the water to the north, across the Mullinax Lot and across the RWD and flowing north/east into the Alliance Lateral Ditch system.

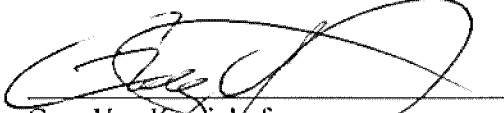
The Parties agree that the exact location is not specifically known or easily determined (or even if it physically crosses the In-Yarak Lot) since the drain pipe has been buried for many years and was only recently exposed on the RWD Lot. Therefore, the Parties specifically agree that the easement route shall be the actual location of the drain pipe when and as it may be discovered when digging for any improvements to be hereafter constructed. Further, if the drain pipe is discovered by any of the Parties, he shall have the right to re-route the drain pipe to accommodate the construction but such re-location shall not block the historic flow of water drainage in a manner that damages any of the Parties.

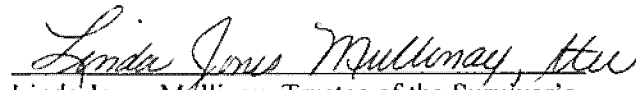
2. **Property Subject to this Agreement.** RWD is the record owner Lot 5 of *The Links – North Pond*, as filed in Drawer L, Plat No. 26, in the office of the Sheridan County Clerk, Sheridan County, Wyoming (herein RWD's Lot"). Mullinax is the record owner of Lot 1 of *The Links – Last Tee*, as filed in Drawer L, Plat No. 28, in the office of the Sheridan County Clerk, Sheridan County, Wyoming (herein "Mullinax Lot"). In-Yarak is the record owner of Lot 4 and Lot 5 of *The Links – Last Tee*, as filed in Drawer L, Plat No. 28, in the office of the Sheridan County Clerk, Sheridan County, Wyoming (herein collectively "In-Yarak Lot").
3. **Grant of Easement.** The Parties mutually grant to and for the benefit of the In-Yarak Lot, Mullinax Lot and RWD Lot, an easement for the sole purpose of allowing the continued flow of drainage through the drain pipe within the easement route, to the extent it is located on any of the lots subject to this agreement and as that drain pipe may be re-routed, if and as discovered any such lot. The intent of this Agreement is to ensure that no home constructed on the In-Yarak Lot, Mullinax Lot and RWD Lot be damaged by the blockage of the drainage from flowing through the lots to the historic point of discharge northeast of RWD's Lot, whether in the historic location or as re-routed.
4. **Reclamation.** If any of the Parties disturbs any portion of the easement route for the maintenance, repair or replacement of the 6" drain pipe, that party shall, at its sole cost and expense, restore and reclaim the disturbed soils by back-filling, compacting, re-grading to natural grade and re-seeding the surface to ensure a stand of the same grasses as surrounding the disturbed area as an express condition of this agreement.


5. **Indemnification.** None of the Parties, nor their successors in any lot, shall bear any responsibility or liability to any person or entity by reason of this easement agreement unless he/she/it intentionally terminates the drainage in the drain pipe in a manner that is likely to damage any of the lots benefitted herein. Other than such intentionally-caused damage, all of the Parties hereto shall indemnify and hold harmless the other of the Parties for any cause of action relating in any way to the drain pipe and/or easement route.

This easement shall run with the land and benefit and burden each of the lots described herein and the Parties, and their heirs and successors. The rights hereunder are not assignable by any of the Parties.

DATED EFFECTIVE April 8, 2020.


Greg Von Krosigk, for:
Royal Wolf Development, LLC



Linda Jones Mullinax, Trustee of the Survivor's
Trust under that certain John W. Jones and Patricia
M. Jones Revocable Trust under Trust Agreement
dated November 5, 1996, as amended


Tyler Baltz, for:
In-Yarak Construction, Inc.

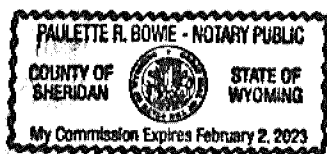
STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

This instrument was acknowledged before me on the 8th day of April, 2020, by Greg Von Krosigk, as member of Royal Wolf Development, LLC and by Linda Jones Mullinax, Trustee of the Survivor's Trust under that certain John W. Jones and Patricia M. Jones Revocable Trust under Trust Agreement dated November 5, 1996, as amended, and by Tyler Baltz, shareholder of In-Yarak Construction, Inc.

WITNESS my hand and official seal.


Notary Public

Title: Notary Public
My Commission expires: 02/02/2023

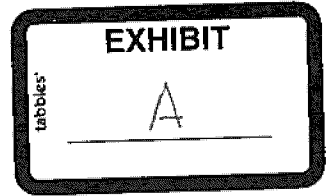
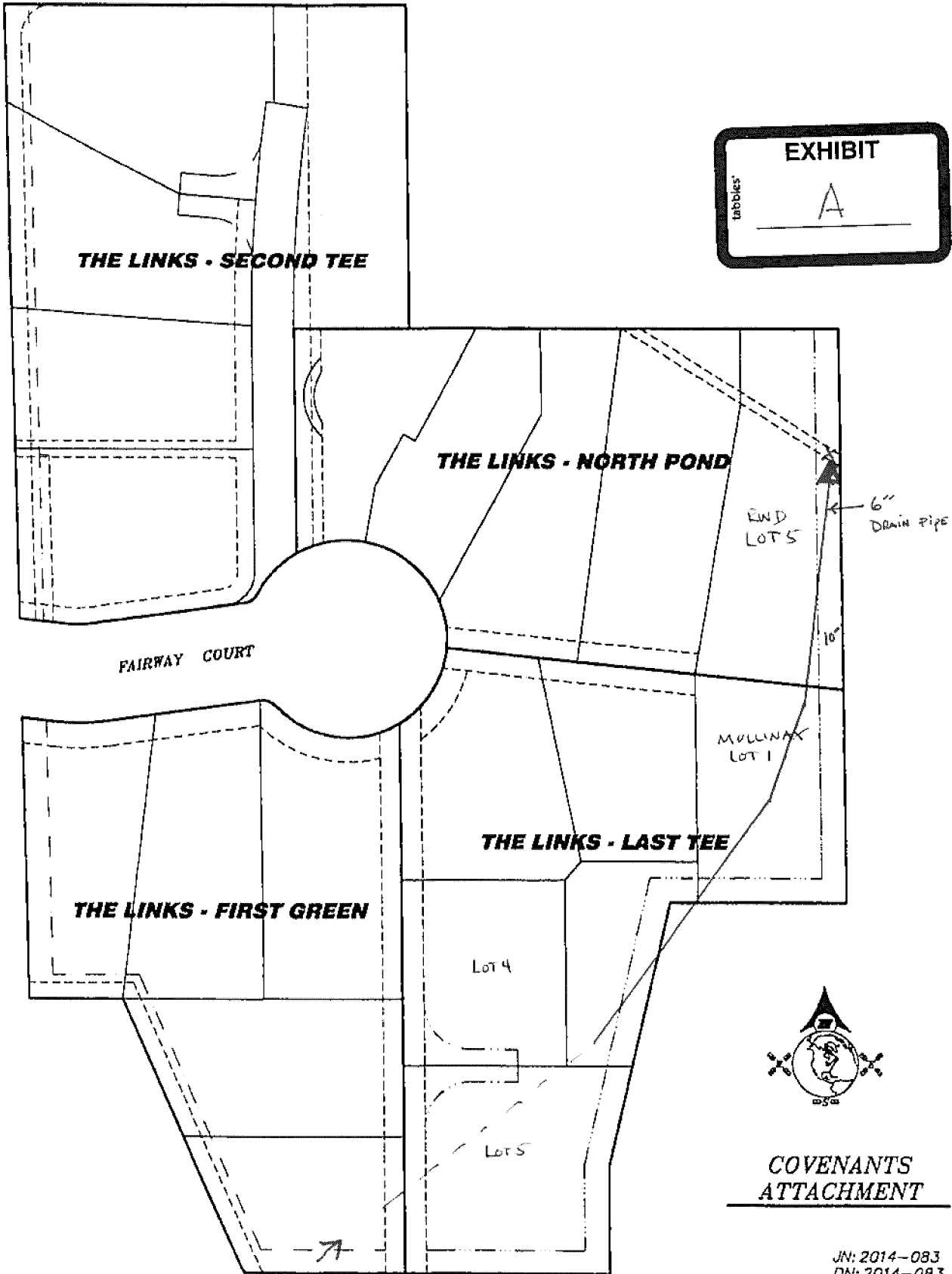




2020-757373 4/20/2020 3:07 PM PAGE: 3 OF 3
FEES: \$18.00 DO EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



2015-721984 9/10/2015 12:16 PM PAGE: 8 OF 12
BOOK: 555 PAGE: 485 FEES: \$45.00 PK DECLARATION OF COV
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



**COVENANTS
ATTACHMENT**

JN: 2014-083
DN: 2014-083
TAB: COVENANTS
SEPT. 08, 2015

NO. 2020-757373 EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX ABSTRACT & TITLE GUARANTY A 307 W BURKITT ST
SHERIDAN WY 82801-4109