

## **SEWER LINE EASEMENT**

This grant of easement is made effective this 1<sup>st</sup> day of August, 2009, by and between **Hamilton Properties**, hereinafter collectively referred to as "**Grantor**", and the **Royal Elk Properties, LLC.**, hereinafter referred to as "**Grantee**".

Witnesseth, that Grantor for and in consideration of the sum of \$10.00 and other good and valuable considerations, the sufficiency of which is hereby acknowledged, does hereby grant and convey to Grantee a non-exclusive Easement, twenty feet in width for a single eight (8) inch sewer line and mandatory manholes for the purpose of transmitting sewage under, along and through a strip of land being more particularly described on Exhibits "A" and "B", attached hereto and made a part hereof, showing the dimensions and location of the Easement.

### **SEE ATTACHED EXHIBITS "A" and "B"**

Grantor does hereby grant to Grantee, its employees, agents, contractors and its invitees and assigns, the right to enter upon and use the Easement for the purposes of constructing, installing, maintaining, inspecting, repairing, or replacing a single 8 inch sewer line. This grant includes the right to operate machinery upon the Easement, with the permission to use up to an additional twenty feet wide strip along said Easement, during construction for these purposes and the right of ingress and egress upon and across Grantor's property adjacent to the Easement for reasonable access thereto. This Easement shall be binding upon Grantor's heirs and assigns and shall run with the land. This Easement specifically excludes the right or privilege to make additional tap(s), construct sewer laterals or install pump station(s) on the sewer line on the Easement without the express prior written permission of the Grantor, its successors or assigns, at this time or any time in the future. No building or structure of any kind, except such as constructed by the Grantor, shall be located or erected upon the Easement.

The Grantee, their successors and assigns will at all times exercise their rights herein according to the requirements of all applicable statutes, orders and regulations of any public authority having jurisdiction. To the fullest extent permitted by law, Grantee, their successors, assigns and heirs, shall indemnify, defend and hold harmless the Grantor, its employees, agents, contractors, and invitees, from and against all claims arising out of or resulting from the performance of the granting of the Easement. "Claim" as used in this document means any financial loss, claim, suit, action, damage or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from. Grantee's obligation to indemnify, defend, and hold harmless includes any claim by the Grantee and its agents, employees, representatives, or any subcontractor or its employees, and their performance or failure to perform the conditions herein.

All work to be performed by the Grantee, their successors and assigns will be completed in a careful and competent manner, free of claims or liens. Upon completion of any work performed on the Easement by the Grantee, their successors and assigns, the Grantee will promptly remove all debris and promptly restore the easement area to the condition it was before commencement of such construction, including but not limited to the soil compaction, roads, irrigation, landscaping, and the replacement of fencing, stored items and other equipment.

There is excepted and reserved to Grantor from this Easement granted hereby: (i) all rights to utilize the easement area for any and all purposes, and (ii) all rights of the Grantor to grant at its sole discretion and at any time, any and all additional easements to any other person across the easement area provided that such additional easements do not interfere in a material or adverse manner with Grantee's rights hereunder. Specifically included, without limitation, in such reservations are the rights to grant easements and other rights to place facilities by the Grantor. Any use of the easement area, including installation and/or maintenance will not interfere with the Grantors' and the Grantor's occupant's use of the Easement, including but not limited to maintaining roads, paths, ditches, sidewalks and landscaping. Other than the grant of easement as set forth herein, nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Easement area to the general public or for any public purpose whatsoever.

651282 EASEMENT  
BOOK 509 PAGE 29  
RECORDED 09/10/2009 AT 04:45 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

In witness whereof Grantor and Grantee have hereunto signed this conveyance on the date above written.

GRANTOR:


[Signature]  
HAMILTON PROPERTIES

GRANTEE:

[Signature]  
ROYAL ELK PROPERTIES, LLC

STATE OF WYOMING )  
 ) ss  
COUNTY OF WASHAKIE )

The foregoing instrument was acknowledged before me by David L. Hamilton, the Partner of Hamilton Properties, and on oath, stated that he is authorized to execute the said instrument. This 19th day of August, 2009.

Witness my hand and official seal.  
  
 My Commission Expires 12/3/2012

[Signature]  
Notary Public

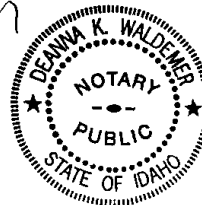
STATE OF IDAHO )  
 ) ss  
COUNTY OF Ada )

The foregoing instrument was acknowledged before me by Kevin E. Denison, the Grantee of Royal Elk Properties LLC, and on oath, stated that they are authorized to execute the said instrument. This 19th day of August, 2009.

Witness my hand and official seal.

My Commission Expires: 3/25/10

[Signature]  
Notary Public



## EXHIBIT "A"

**Record Owners: Hamilton Properties**

**Re: 20.0' Sewer Line Easement to the Royal Elk Properties, LLC., and or any of their respective successors and assigns.**

A sewer line easement twenty (20) feet wide, being ten (10) feet on each side of the following described centerline, the sidelines of which extend or shorten so as to terminate at the property lines, located in the NE1/4SW1/4 of Section 14, Township 55 North, Range 84 West of the 6<sup>th</sup> P.M., Sheridan County, Wyoming, as shown on EXHIBIT "B" attached hereto and by this reference made a part hereof, and being more particularly described as follows:

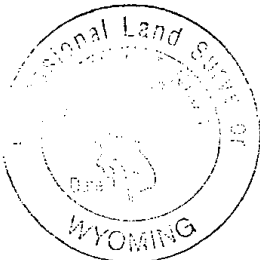
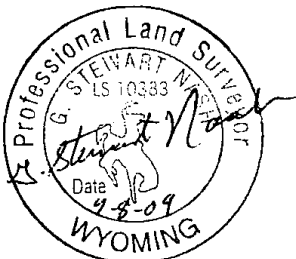
Commencing at the south ¼ corner of said Section 14 (Monumented with a 3½" Brass Cap); thence N.18°54'59"W., 1615.37 feet to the true Point Of Beginning of said easement, a point on the north right-of-way line of High View Road; thence N.00°40'29"W., 15.15 feet ; thence N.03°30'34"W., 404.97 feet to the end of said easement, a point on the north property line of Hamilton Properties as described in Deed Book 480, Page 181.

In addition, a temporary construction easement will be required, being a strip of land twenty (20) feet wide, the easterly side of said strip being along the westerly side of said twenty (20) foot wide sewer line easement as shown on EXHIBIT "B".

Said sewer line easement is subject to any right-of-way and or easements, reservations and encumbrances which have been legally acquired.

Said temporary construction easement will become null and void at the time that the project contractor's contractual warranty expires.

Bearings are based on the Wyoming Coordinate System, NAD 1983, East Central Zone.



WILLIAMSON, DEAN M. & CARMEN R.

RECORD OWNER:  
HAMILTON PROPERTIES  
(BOOK 480, PAGE 181)

ADSIT, DANIEL E. & VIRGINIA L.

**HIGH VIEW ROAD**

**E.O.E.**

N 03°30'34" W(C)  
404.97'(C)

**20.0'**

**PROPOSED 20' TEMPORARY  
CONSTRUCTION EASEMENT**








N 00°40'29" W(C)  
15.15'(C)

**P.O.B.**

N 18°54'59" W(C)  
1615.37'(C)

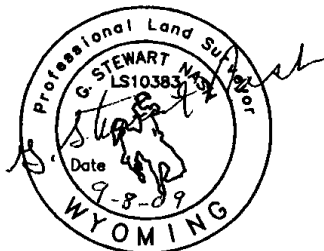
MONTANA DAKOTA UTILITIES CO.

### **LEGEND**

-  FOUND 1-1/2" ALUMINUM CAP PER PLS 3884  
 CALCULATED POSITION  
 FOUND 5/8" REBAR  
 CALCULATED: NOTHING FOUND/NOTHING SET  
 FOUND 3 1/2" BRASS CAP S 1/4 SEC. 14  
(R) RECORD  
(C) CALCULATED  
——— PROPERTY LINE  
——— CENTERLINE OF 20.0' SEWER LINE EASEMENT  
- - - EASEMENT LINE  
 EASEMENT BOUNDARY  
 TEMPORARY CONSTRUCTION EASEMENT  
P.O.B. POINT OF BEGINNING  
E.O.E. END OF EASEMENT

**CERTIFICATE OF SURVEYOR**

*I, G. Stewart Nash, do hereby certify that this plat was prepared from the results of a survey made by me or under my direct supervision, and is, to my knowledge, information, and belief, a true and correct representation of said survey.*



SCALE: 1"=100'

BEARINGS ARE BASED ON THE WYOMING  
COORDINATE SYSTEM  
NAD 1983, EAST CENTRAL ZONE

**HAMILTON PROPERTIES**

**EXHIBIT "B"**  
**20' SEWER LINE EASEMENT**

REVISIONS	
Date	By



**WWCENGINEERING**  
1840 TERRA AVE.  
SHEPARD, WY. 82801  
(307) 673-0761