

641209 EASEMENT  
BOOK 506 PAGE 0221  
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AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

**CONVEYANCE OF SEPTIC SYSTEM EASEMENT**

This Easement Conveyance is entered into effective the 20<sup>th</sup> day of May, 2009, by THE COUNTY OF SHERIDAN, STATE OF WYOMING ("Grantor"), whose address is 224 South Main Street Suite B-1, Sheridan, Wyoming 82801 in favor of MELVYN KLAUS ("Grantee"), whose address is 13 Crooked Street, Story, Wyoming 82832.

**RECITALS**

A. Grantee is the owner of certain lands as shown on the Certificate of Survey attached hereto as **Exhibit A** and described as follows:

A tract of land situated in the SE¼SE¼ of Section 7, Township 53 North, Range 83 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at a point which bears N 13°24'26" W a distance of 760.14 feet from the Southeast Corner of said Section 7; thence S 0°25'41" W for a distance of 57.38 feet; thence S 31°25'20" E for a distance of 19.30 feet; thence S 58°44'42" W for a distance of 11.97 feet; thence S 0°25'41" W for a distance of 61.86 feet; thence S 60°47'13" for a distance of 11.51 feet; thence N 29°30'06" W for a distance of 127.94 feet; thence N 63°58'38" E for a distance of 82.47 feet to the point of beginning.

("Grantee's Land").

B. Grantor is the owner of certain lands which include but are not limited to the following:

A tract of land situated in the SE¼SE¼ of Section 7, Township 53 North, Range 83 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at a point which bears N 9°03'55" W a distance of 859.58 feet from the Southeast Corner of said Section 7; thence S 88°14'34" W for a distance of 40.03 feet; thence S 0°25'41" W for a distance of 165.58 feet; thence S 31°25'20" E for a distance of 19.30 feet; thence S 58°44'42" W for a distance of 11.97 feet; thence S 0°25'41" W for a distance of 11.97 feet; thence S 0°25'41" W for a distance of 61.86 feet; thence S 31°18'45" E for a distance of 76.03 feet; thence N 0°25'41" E for a distance of 316.31 feet to the point of beginning.

Said tract of land contains 0.257 of an acre.

("Grantor's Land").

C. Grantor wishes to convey to Grantee an easement for an existing septic system, described as follows, in accordance with the terms of this instrument:

A tract of land situated in the SE¼SE¼ of Section 7, Township 53 North, Range 83 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at a point which bears N 14°03'17" W a distance of 686.11 feet from the Southeast Corner of said Section 7; thence N 29°08'35" E for a distance of 15.96 feet; thence N 8°26'44" E for a distance of 20.63 feet; thence N 15°23'56" W for a distance of 24.66 feet; thence West for a distance of 14.00 feet; thence S 0°25'41" W for a distance of 41.65 feet; thence S 31°25'20" E for a distance of 19.30 feet to the point of beginning.

#### **GRANT OF EASEMENT**

**NOW, THEREFORE**, for good and valuable consideration, including the mutual promises and covenants contained herein, it is agreed by and among the parties as follows:

##### **1. Grant of Easement**

Grantor does hereby grant and convey to Grantee, and the successors and assigns of Grantee, a septic system access easement for maintenance and use of the septic system as described above.

##### **2. Terms of Use.**

A. Grantee shall have the right to access and maintain the septic system within the easement to Grantee's specifications, and at Grantee's expense. The surface of Grantor's Land disturbed by Grantee's activities (and by any future maintenance or access) shall be reclaimed and repaired by Grantee.

B. The septic system easement shall not be fenced without the written permission of Grantor.

C. The easement created by this instrument shall not preclude Grantor's use of Grantor's Land, except to the extent that Grantor shall not in any way at any time obstruct the septic system easement or otherwise interfere with Grantee's rights to use the easement for the purposes allowed by this instrument.

##### **3. Release.**

This easement is given subject to the express understanding that the Grantee, in accepting this easement, shall not hold the Grantor liable for any liability, loss, damage or claims arising out of the use of the septic system easement by the Grantee, or his invitees, agents, employees, assigns or successors in interest.

##### **4. Appurtenant to Benefitted Land.**

The easement conveyed by this instrument shall run with Grantee's Land and

shall be for the benefit and use of the Grantee and the heirs, successors and assigns of Grantee.

DATED effective the 20<sup>th</sup> day of May, 2009.

Robert L Rolston

STATE OF WYOMING     )  
                                      ) :ss  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2009, by Robert L Rolston

WITNESS my hand and official seal.

Carla I Raymond  
Notary Public

My commission expires: April 22, 2011

