

AGREEMENT FOR SEWER LINE EASEMENT

Agreement made the 13th day of August 2007, between Sheridan County Historical Society, a Wyoming corporation, to whom reference is made hereinafter as "Grantor," which expression shall be deemed to include it and its assigns, and Prime Lodging, Inc., a Wyoming corporation, to whom reference is made hereinafter as "Grantee," which expression shall be deemed to include it and its assigns.

The Grantor is the owner of a parcel of land described as follows:

Lot 1 of the Mountain View Business Park, a subdivision in Sheridan County, Wyoming, filed May 1, 1998 in Drawer "M", Plat No. 51, Records of Sheridan County Clerk.

The Grantee is the owner of a certain other parcel of land described as follows:

Lot Three of Mountain View Business Park Subdivision, a subdivision in Sheridan County, Wyoming, as recorded May 1, 1998 in Drawer M, Plat Number 51.

A sanitary sewer line for the use of the above described premises of Grantee is situated on Grantor's property described above. Maintenance of said sanitary sewer line will necessitate Grantee's use of Grantor's property where the sanitary sewer line is situated and the surrounding narrow portion of Grantor's property;

NOW THEREFORE, in consideration of the above and foregoing, in further consideration of other good and valuable consideration, Grantor does hereby grant unto the Grantee and to its successors in interest and assigns, an easement for the above-described sanitary sewer line and maintenance of the sanitary sewer line, located in Sheridan County, and State of Wyoming, to-wit:

A 20.0 foot wide sanitary sewer line easement located in Lot 1 of Mountain View Business Park Subdivision, City of Sheridan, Sheridan County, Wyoming, said easement being 10.0 both sides of the following described line:

Beginning at a point on the southerly line of Lot 3, Mountain View Business Park Subdivision, said point also being on the northerly line of Lot 1 of said Mountain View Business Park, said point being located N56°25'15"W, 129.39 feet from the corner common to Lots 1, 2 and 3 of said Mountain View Business Park, said point being the southwest corner of said Lot 2 and the southeast corner of said Lot 3; thence S36°44'05"W, 170.26 feet to the point of ending, said point being on the southerly line of said Lot 1, Mountain View Business

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Park, lengthening or shortening the sidelines of said easement to intersect property boundary lines.

This easement is granted for the purposes of constructing, inspecting, operating, maintaining, repairing and replacing a sanitary sewer line, together with all appurtenances that may be necessary and convenient for the sanitary sewer line, under and through the above-described property subject to the easement, together with the right of ingress and egress upon and across the real property of Grantor at reasonable places for the aforesaid purposes.

Grantor and Grantee hereby agree as follows:

1. The Grantee agrees to lay said sewer line at sufficient depth to not interfere with the Grantor's use and enjoyment of said property.
2. The Grantor, its successors in interest and assigns reserve the right to use said property of Grantor at all times, this use being subject to Grantee's use of it to repair and maintain said sanitary sewer line.
3. Grantee agrees to restore all areas of Grantor's property disturbed by its use of the easement, by compacting and resurfacing it; so that it is substantially restored to the condition it was in before its disturbance and to pay to the Grantor any damage which may result to its property by reason of the laying, maintaining, repairing and operation of said sewer line.
4. This easement and the covenants herein contained shall be construed as running with the lands for the private use and benefit of the Grantee, its successors in interest and assigns.
5. This agreement for easement shall run with the land owned by the Grantor, and is binding upon Grantor's successors and assigns; it shall be perpetual so long as the easement is used for the purposes above recited.

IN WITNESS WHEREOF, the parties hereto have set their hands this 8th day of August 2007.

Prime Lodging, Inc.
A Wyoming corporation

By: [Signature]

(SEAL) NO

Attest:

N/A

Office: _____

Sheridan County Historical Society
A Wyoming corporation

By: [Signature]

(SEAL) NO

Attest:

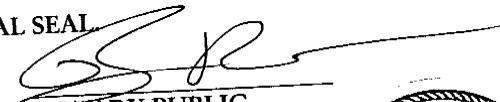
[Signature]
Office: _____

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STATE OF WY)
COUNTY OF Sheridan) : SS

On this 13th day of August, 2007, Mumtaz Khan personally appeared before me, Brian T. Kinnison, a Notary Public within and for the aforesaid County and State, (s)he being known to me to be the said President; after being duly sworn upon oath, (s)he did acknowledge that (s)he was the President [office held] of Prime Lodging, Inc., a Wyoming corporation, that (s)he executed the within and foregoing instrument, that the seal affixed thereto is the corporate seal of Prime Lodging, Inc., a Wyoming corporation, that the same was signed on behalf of said corporation by the authority of the board of directors, or trustees thereof, and that the same is the free act and deed of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL


NOTARY PUBLIC

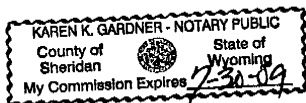
My Commission Expires: 5-13-10

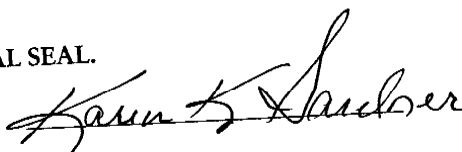
STATE OF WYOMING)
COUNTY OF SHERIDAN) : SS



On this 8th day of August, 2007, Linda J. Prill personally appeared before me, Karen K. Gardner, a Notary Public within and for the aforesaid County and State, (s)he being known to me to be the said president; after being duly sworn upon oath, (s)he did acknowledge that (s)he was the president [office held] of Sheridan County Historical Society, a Wyoming corporation, that (s)he executed the within and foregoing instrument, that the seal affixed thereto is the corporate seal of Sheridan County Historical Society, a Wyoming corporation, that the same was signed on behalf of said corporation by the authority of the board of directors, or trustees thereof, and that the same is the free act and deed of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL.




NOTARY PUBLIC

My Commission Expires: 7-30-09

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