

RECORDING INFORMATION ABOVE

**EASEMENT AGREEMENT**

**Private Easement**

The undersigned, P. KEITH BAILEY and MARTA G. BAILEY, Trustees of the BAILEY LIVING TRUST, dated March 24, 1995, ("Grantor") for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto QWEST CORPORATION, a Colorado corporation ("Grantee"), whose address is 1801 California St., Suite 5200, Denver, CO 80202, and its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove such telecommunication lines, facilities, and other appurtenances, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of Sheridan, State of Wyoming, which Grantor owns or in which Grantor has an interest ("Easement Area"), to wit:

**A sixteen foot (16') wide easement which is described in its entirety on EXHIBIT "A" and EXHIBIT "B", attached hereto and by this reference made a part hereof, all of which is situated in the SE/4SE/4 of Section 3, Township 54 North, Range 84 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming.**

Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. Grantor will warrant and defend title to the Easement Area against all claims.

Grantor hereby covenants that no excavation, structure or obstruction will be constructed, or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

R/W # 38367

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Initials \_\_\_\_\_

## RECORDING INFORMATION ABOVE

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Easement Area is situated.

Executed this 10 day of March, 2004.

GRANTOR:

GRANTOR:

P. Keith Bailey  
P. Keith Bailey, Trustee of the Bailey  
Living Trust, dated March 24, 1995

Marta G. Bailey  
Marta G. Bailey, Trustee of the Bailey  
Living Trust, dated March 24, 1995

FLORIDA  
STATE OF WYOMING )  
PALM BEACH ) ss:  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me this 10 day of March, 2004, by P. Keith Bailey and Marta G. Bailey, Trustees of the Bailey Living Trust, dated March 24, 1995.

Witness my hand and official seal:

[NOTARY SEAL]



Andree Kalina  
My Commission DD238573  
Expires September 13, 2007

Andree Kalina  
Notary Public

My commission expires: 9/13/2007

R/W# 38367                      Job # 327B008  
Exchange Sheridan              County Sheridan  
SE/4SE/4, Section 3, Township 54 North, Range 84 West

## EXHIBIT "A"

Record Owners: P. Keith Bailey & Marta G. Bailey, Trustees  
February 3, 2004

Re: 16.0' Telecommunications Easement for Qwest Communications, Inc., and or any of their respective successors and assigns.

A telecommunications easement sixteen (16) feet wide, being eight (8) feet each side of the following described centerline situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 3, Township 54 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the southeast corner of said Section 3 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615); thence N87°55'09"W, 1106.83 feet to the **POINT OF BEGINNING** of said easement; thence, eight (8) feet north of and parallel to the northerly right-of-way line of Bird Farm Road (AKA County Road No. 28), N89°37'24"W, 200.00 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point lying on the easterly right-of-way line of McCormick Road (AKA County Road No. 109), and being N87°55'34"E, 1339.05 feet from the south quarter corner of said Section 3 (Monumented with a 1 $\frac{1}{2}$ " Aluminum Cap per PLS 102).

Basis of Bearings is Wyoming State Plane (East Central Zone).

SW1/4SE1/4

# EXHIBIT "B"

SE1/4SE1/4

MCCORMICK ROAD  
(AKA COUNTY ROAD NO. 109)

RECORD OWNERS:  
P. KEITH BAILEY & MARTA G. BAILEY, TRUSTEES  
(BK 374, PG 58)

SW1/4SW1/4

KRUSE CREEK ROAD  
(AKA COUNTY ROAD NO. 30)

## NOTES:

1. TELECOMMUNICATIONS EASEMENT FOR QWEST COMMUNICATIONS, INC., AND OR ANY OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.
2. SEE H&M & ENTECH ENGINEERING, SHERIDAN COUNTY ROAD IMPROVEMENTS, KRUSE CREEK ROAD, COUNTY ROAD NO. 30 AND BIRD FARM ROAD, COUNTY ROAD NO. 28, PLAN AND PROFILE SHEETS FOR PROPOSED CENTERLINE, DATED 10/30/2003
3. THE H&M & ENTECH ENGINEERING, SHERIDAN COUNTY ROAD IMPROVEMENTS, PLAN AND PROFILE SHEETS DO NOT REFLECT THE LEGAL ROAD RIGHT-OF-WAY.

## SURVEYOR'S CERTIFICATE

STATE OF WYOMING  
COUNTY OF SHERIDAN :ss  
I, THOMAS D. TUCKER, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE THAT THIS PLAN REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



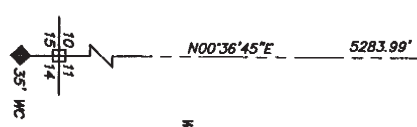
## LEGEND

- FOUND 1-1/2" ALUMINUM CAP PER PLS 102
  - ◆ FOUND 3-1/4" ALUMINUM CAP PER PLS 2815
  - ◆ FOUND 2" IRON PIPE 1-1/2" ALUMINUM CAP PER PLS 102
  - FOUND REBAR
  - CALCULATED, NOTHING FOUND/NOTHING SET
  - (M) MEASURED
  - (R) RECORD
  - (C) CALCULATED
  - WC WITNESS CORNER
  - SECTION LINE
  - INTERIOR SECTION LINE
  - PROPERTY LINE
  - EXISTING COUNTY ROAD RIGHT-OF-WAY
  - CENTERLINE OF PROPOSED 16.0' TELECOMMUNICATIONS EASEMENT
  - PROPOSED TELECOMMUNICATIONS EASEMENT LINE
- TOTAL (±12.12 RODS)

BIRD FARM ROAD  
(AKA COUNTY ROAD NO. 28)

NE1/4NE1/4

NW1/4NW1/4



DATUM: NAD 83(1983), NAVD 86 (U.S. FEET)  
BASIS OF BEARING IS  
WYOMING STATE PLANE (EAST CENTRAL ZONE)

SE1/4SE1/4, Sec. 3  
T-54-N, R-84-W  
SHERIDAN COUNTY, WYOMING

RESITFELDT  
SURVEYING

PO BOX 3082  
SHERIDAN, WY 82801  
307-672-7415  
FAX 674-5000

ME: 23099  
DN: 2003/200399E5  
PR: 1200359

Date: FEBRUARY, 2004  
Job No. 3278008  
RL No.

QWEST Communications  
EXHIBIT FOR RIGHT OF WAY NO.  
GRANTOR P. KEITH BAILEY & MARTA G. BAILEY, TRUSTEES

THIS IS VALID ONLY IF PRINT HAS  
ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED