
RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

The undersigned, GARBER AGRI-BUSINESS, INC., ("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 S/2SW/4 and SW/4SE/4 of Section 3 and the SE/4SE/4 of Section 4, Township 54 North, Range 84 West, 6th 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, provided Grantee provides signage to allow reasonable location of Grantee's easement.

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 # 38365

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Initials

R66

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 3rd day of March, 2004.

GRANTOR:

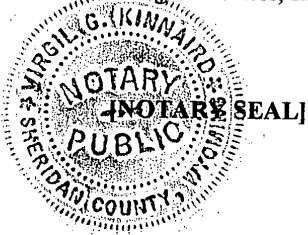
GARBER AGRI-BUSINESS, INC.

Roy Garber
Roy Garber

Title: Treas.

STATE OF WYOMING)
) ss:
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 3 day of March, 2004, by Roy Garber, as Treasurer of Garber Agri-Business, Inc..



Witness my hand and official seal:

Virgil G. Kinnard
Notary Public

My commission expires: February 3, 2006

R/W# 38365 Job # 327B008
Exchange Sheridan County Sheridan
S/2SW/4 & SW/4SE/4, Section 3 and SE/4SE/4, Section 4
Township 54 North, Range 84 West

EXHIBIT "A"

Record Owner: Garber Agri-Business, Inc.
January 6, 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 SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 3, and the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, 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 4 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 2615); thence N03°37'35"W, 687.35 feet to the **POINT OF BEGINNING** of said easement, said point lying on the east line of a tract of land described in Book 407 of Deeds, Page 490; thence, eight (8) feet north of and parallel to the northerly right-of-way line of Bird Farm Road (AKA County Road No. 28), S67°09'01"E, 17.44 feet along said centerline to a point; thence, along said centerline eight (8) feet north of and parallel to said northerly right-of-way line, through a curve to the left, having a radius of 796.00 feet, a central angle of 22°54'03", an arc length of 318.16 feet, a chord bearing of S78°36'02"E, and a chord length 316.04 feet to a point; thence, eight (8) feet north of and parallel to said northerly right-of-way line, N89°56'56"E, 1328.23 feet along said centerline to a point; thence, along said centerline eight (8) feet north of and parallel to the PROPOSED northerly right-of-way line of Bird Farm Road (AKA County Road No. 28), through a curve to the left, having a radius of 1062.00 feet, a central angle of 10°19'24", an arc length of 191.35 feet, a chord bearing of N84°47'14"E, and a chord length 191.09 feet to a point; thence, eight (8) feet north of and parallel to said PROPOSED northerly right-of-way line, N79°37'32"E, 278.58 feet along said centerline to a point; thence, along said centerline eight (8) feet north of and parallel to said PROPOSED northerly right-of-way line, through a curve to the right, having a radius of 1438.00 feet, a central angle of 36°25'07", an arc length of 914.03 feet, a chord bearing of S82°09'54"E, and a chord length 898.72 feet to the **POINT OF TERMINUS** of said easement, said point being N30°01'46"E, 643.01 feet from the south quarter corner of said Section 3 (Monumented with a 1 $\frac{1}{2}$ " Aluminum Cap per PLS 102).

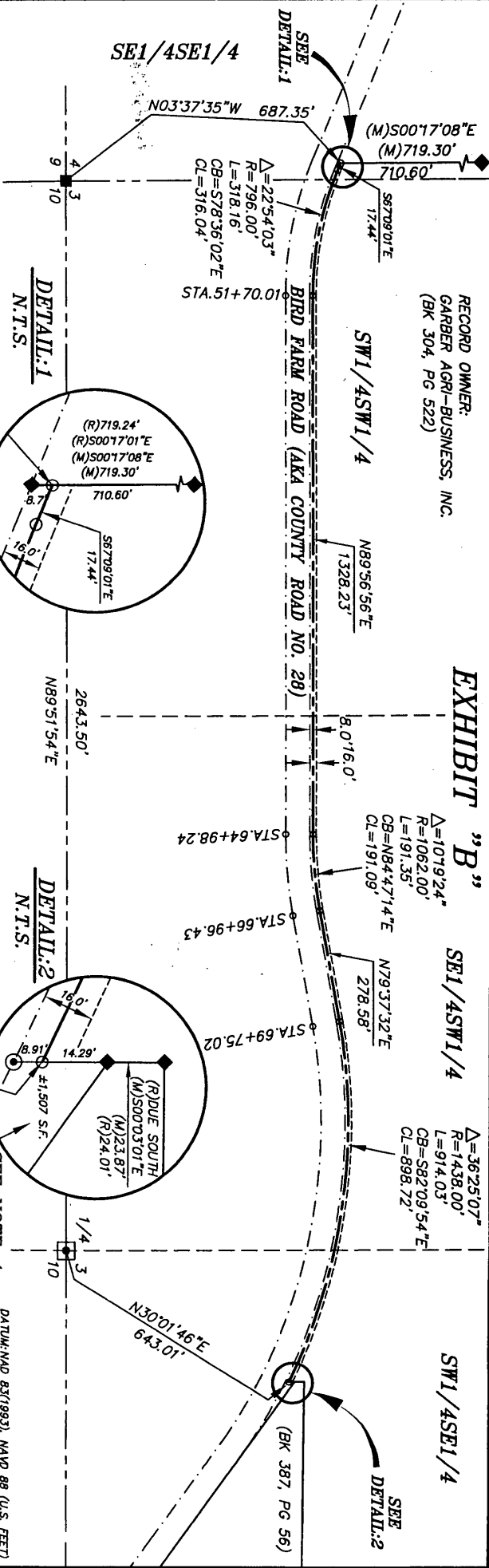
Basis of Bearings is Wyoming State Plane (East Central Zone).

RECORD OWNER:
GARBER AGRI-BUSINESS, INC.
(BK 304, PG 522)

EXHIBIT "B"

SE1/4SW1/4

SW1/4SE1/4



SURVEYOR'S CERTIFICATE

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

NOTES:

1. TELECOMMUNICATIONS EASEMENT FOR QWEST COMMUNICATIONS, INC., AND OR ANY OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.
2. SEE HWM & ENTCH ENGINEERING, SHERIDAN COUNTY ROAD IMPROVEMENTS, BIRD FARM ROAD, COUNTY ROAD NO. 26, PLAN AND PROFILE SHEETS FOR PROPOSED CENTERLINE, DATED 10/30/2003
3. THE HWM & ENTCH ENGINEERING, SHERIDAN COUNTY ROAD IMPROVEMENTS, PLAN AND PROFILE SHEETS DO NOT REFLECT THE LEGAL ROAD RIGHT-OF-WAY.
4. A TRANCESE OF $\pm 1,507$ S.F. OF LAND BETWEEN GARBER AGRI-BUSINESS, INC. (SELLER), AND JOHN LEWARD & KATHLEEN-AGNES TENESSON (BUYERS) HAS NOT BEEN RECORDED AT THE SHERIDAN COUNTY COURT HOUSE AT THE TIME OF THIS EXHIBIT. THE 16.0 FOOT TELECOMMUNICATIONS EASEMENT HAS BEEN GRANTED BY BOTH PARTIES (VERBALLY) WITH THE TENESSON'S BEING COMPENSATED.

LEGEND:

- FOUND 3-1/4" ALUMINUM CAP PER PLS 2615
- ◆ FOUND 1-1/2" ALUMINUM CAP PER PLS 102
- FOUND 1-1/2" ALUMINUM CAP PER PLS 2615
- SET 1-1/2" ALUMINUM CAP PER PLS 6812 (AFTER CONSTRUCTION)
- CALCULATED, NOTHING FOUND/NOTHING SET
- (R) RECORD
- (M) MEASURED

SEE NOTE-4
FOR THIS AREA

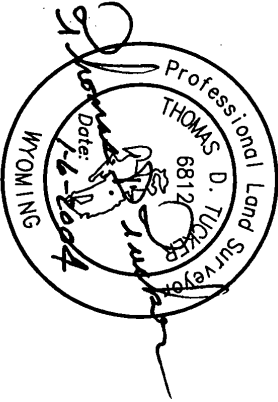
DATUM: NAD 83(1993), NAVD 88 (U.S. FEET)
P.A.F.: 1.000258652
BASIS OF BEARING IS
WYOMING STATE PLANE (EAST CENTRAL ZONE)

SCALE: 1" = 300'

SECTION LINE
INTERIOR SECTION LINE
PROPERTY LINE
COUNTY ROAD RIGHT-OF-WAY LINE
CENTERLINE OF PROPOSED 16.0' EASEMENT
PROPOSED TELECOMMUNICATIONS EASEMENT LINE

TOTAL (± 184.71 RODS)

S1/2SW1/4 &
SW1/4SE1/4, Sec.3
SE1/4SE1/4, Sec.4
T-54-N, R-84-W
SHERIDAN COUNTY, WYOMING



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

RESITFELDT
SURVEYING

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

AN: 23099
DN: 2003/200399E3
PP: 1200389

Date: DECEMBER 30, 2003
Job No. 327B008
RL No.

QWEST Communications
EXHIBIT FOR RIGHT OF WAY NO. 38305
GRANTOR GARBER AGRI-BUSINESS, INC.