

EASEMENT AGREEMENT

Private Easement

The undersigned Sheridan School District No. 1, State of Wyoming ("Grantor") for and in consideration of Ten and no/100 dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto QWEST CORPORATION, d/b/a CenturyLink QC, a Colorado corporation ("Grantee"), whose address is 1801 California St., Suite 900, 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 telecommunications facilities, electrical and gas 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 portion of that parcel of land as recorded in Book 278, Page 505 in the records of Sheridan County, Wyoming and being in the NE1/4 of Section 24, Township 57 North, Range 86 West of the 6th P.M., Sheridan County, Wyoming, beginning at a point when described as a metes and bounds and where Wyoming State Hwy No. 14 north right-of-way boundary intersects with the Landowners east property line; thence 16 feet wide along the east property line; thence westerly running adjacent and parallel to the north right-of-way boundary of Wyoming State Hwy No. 14 to the Landowners west property line; thence 16 feet wide till the west property line intersects with the north boundary of Wyoming State Hwy No. 14. Said utility corridor is shown on Illustration "A," which by reference is attached hereto and incorporated herein. Said Illustration "A" if decided by the Grantee maybe substituted for a legal and as built location plat prepared by a registered and licensed surveyor in accordance with Wyoming State Statue §34-1-141 for recordation purposes.

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.

Dated this 5th day of November, 2011.

Rudy Steingass
Authorized Representative for Sheridan County School District #1

Technology Director
Title

ACKNOWLEDGEMENT

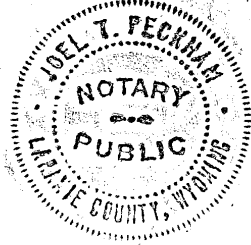
STATE OF WYOMING)
) ss:
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 5th day of November, 2011
by Joey Steingross

Witness my hand and official seal:

My Commission Expires: June 8, 2013.
[NOTARY SEAL]

Joel T. Peckham
Notary Public

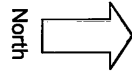


Job No. 127EUH R/W No. 40044 Exchange: Ranchester/Dayton
Description: NE1/4 of Section 24, Township 57 North, Range 86 West of the 6th P.M.

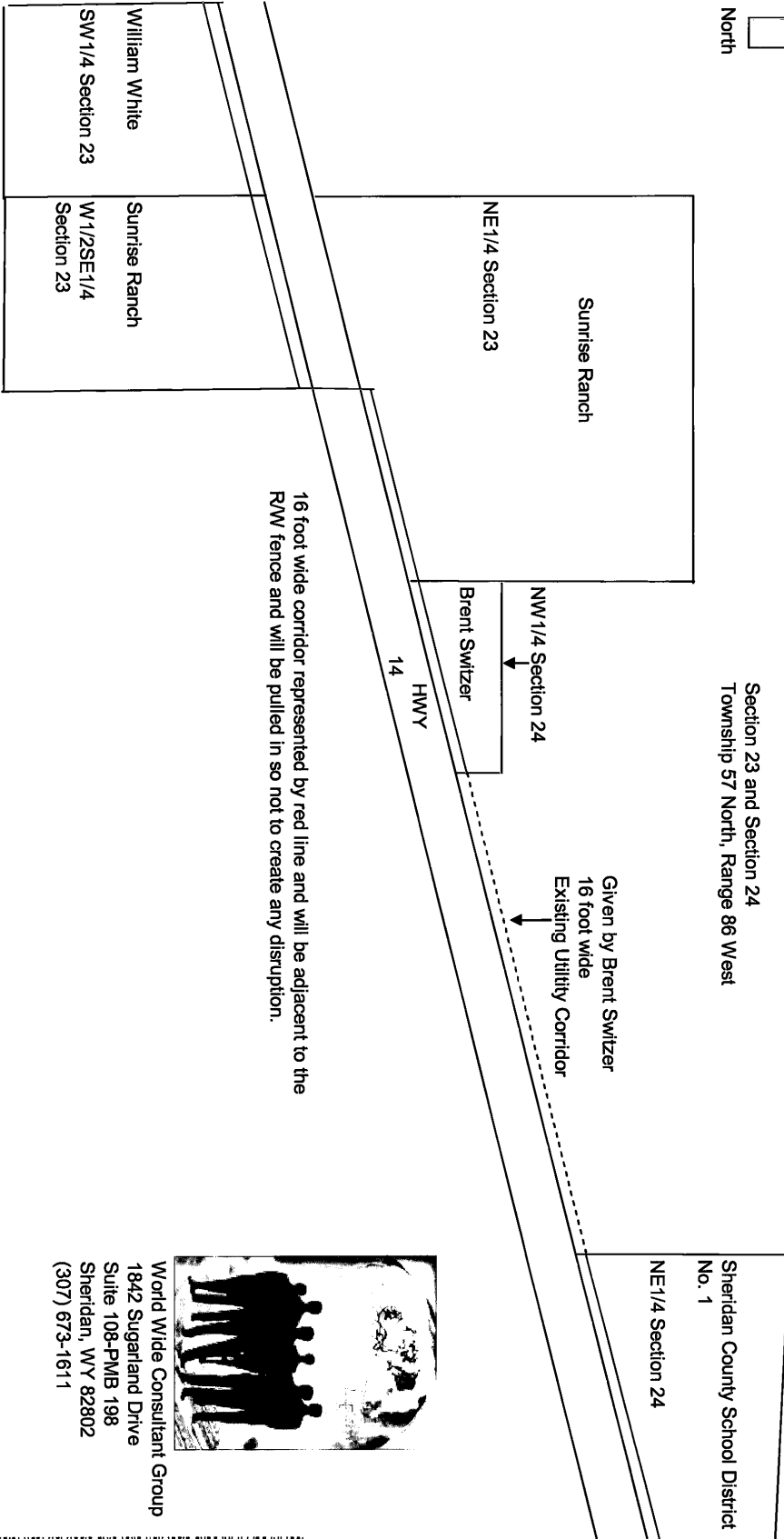


Illustration "A"

Disclaimer:
This illustration is for illustration purposes solely and does not represent a survey or an as-built by a registered and licensed surveyor, and is to be used only as visual aid.



Section 23 and Section 24
Township 57 North, Range 86 West



World Wide Consultant Group
1842 Sugarland Drive
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BOOK: 529 PAGE: 764 FEES: \$14.00 KH EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NO. 2011-692763 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WORLD WIDE CONSULTANT GROUP LLC 1842 SUGARLAND DR S
PMB 198 SHERIDAN WY 82801