

EASEMENT AGREEMENT

Corporate Easement

The undersigned **Rail Road Land & Cattle Company, LLC**, herein after referred to as the ("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, herein after referred to as the ("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 telecommunications 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:

An Easement being sixteen (16) feet in width, situated in the S1/2NE1/4, Section 35, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, more particularly described on Exhibit "A" and shown on Exhibit "B", which by reference is attached hereto and made a part hereof.

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 16th day of September, 2009

Attest

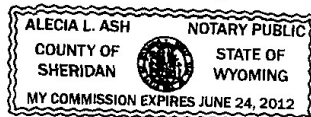
Corporate Secretary

Rail Road Land & Cattle Company, LLC

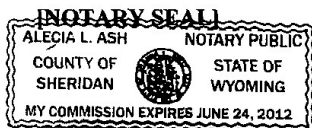
[CORPORATE SEAL]

By: David Sorenson
Name: David Sorenson
Title: Manager

STATE OF WYOMING)
) ss:
COUNTY OF SHERIDAN)



The foregoing instrument was acknowledged before me this 16th day of September, 2009, by David Sorenson as [President, Vice President] of Rail Road Land & Cattle Co., a Wyoming Corporation, on behalf of the Corporation.



Witness my hand and official seal:

Alecia L. Ash
Notary Public

My commission expires: June 24, 2012

Exchange: Sheridan

Job No.: 9271BMR

R/W No: 39699

EXHIBIT "A"

Record Owner: Rail Road Land & Cattle Company, LLC
September 3, 2009

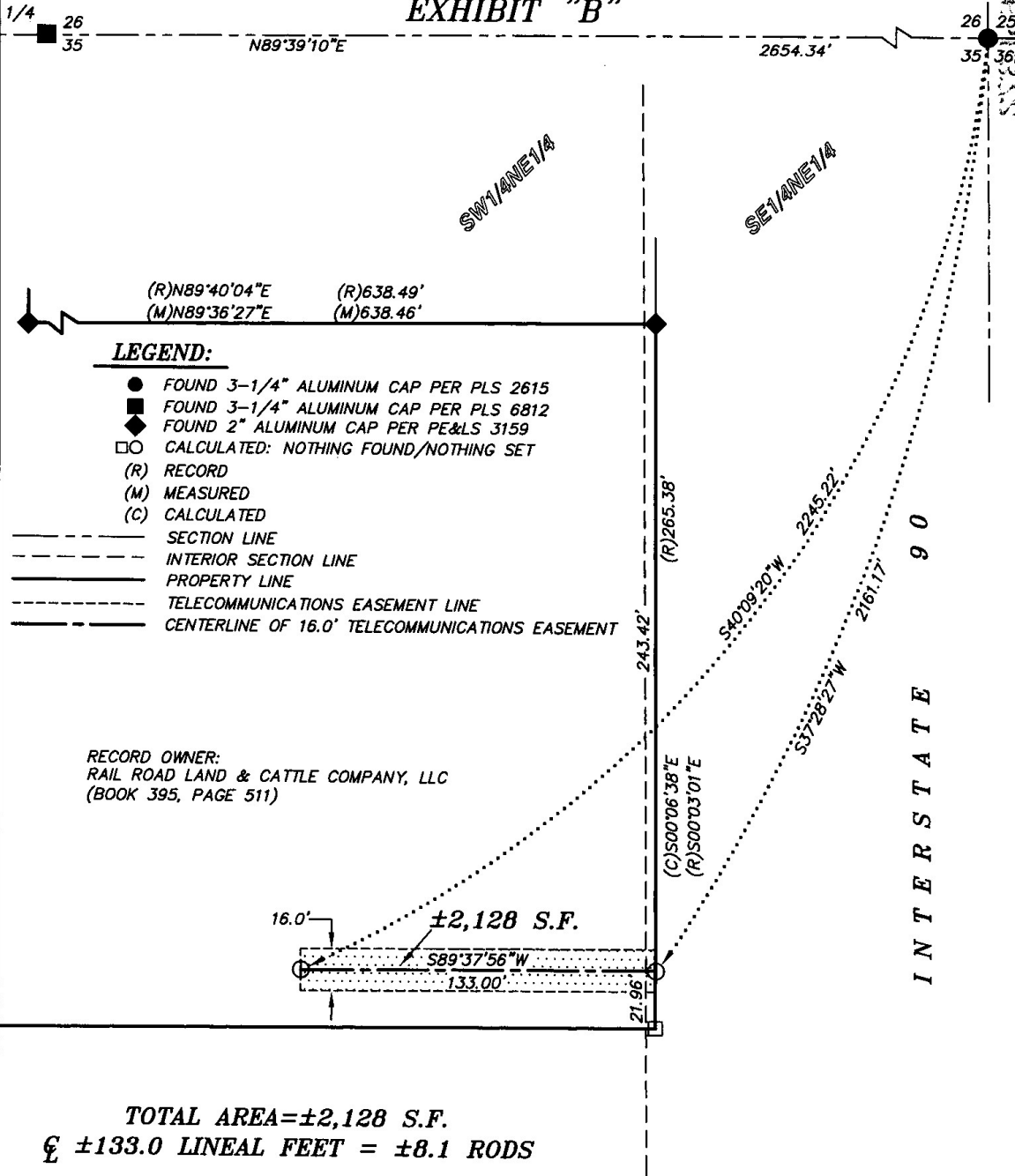
Re: 16.0' Telecommunications Easement to QWEST Communications, and or any of their respective successors and assigns.

A telecommunications easement sixteen (16) feet wide, being eight (8) feet each side of the following described centerline situated in the S½NE¼, Section 35, Township 56 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 northeast corner of said Section 35 (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence S37°28'27"W, 2161.17 feet to the **POINT OF BEGINNING** of said easement, said point lying on the east line of a tract of land described in Book 395 of Deeds, Page 511; thence S89°37'56"W, 133.00 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point being S40°09'20"W, 2245.22 feet from said northeast corner of Section 35. Lengthening or shortening the side line of said easement to intersect said boundary line.

Said telecommunications easement contains 2,128 square feet of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

EXHIBIT "B"



SURVEYOR'S CERTIFICATE

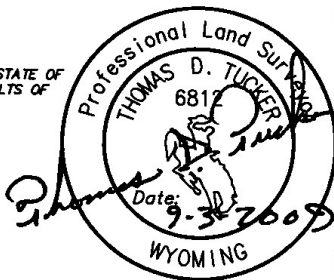
STATE OF WYOMING :ss
COUNTY OF SHERIDAN

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.

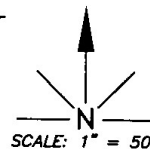
Date: SEPTEMBER 03, 2009

Job No. 9271BMR

RL No.



BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE, DATUM: NAD 83 (1993), NAVD 88 (U.S. FEET) DAF: 1.000235 DISTANCES ARE SURFACE



S1/2NE1/4, Sec.35
T-56-N, R-84-W
SHERIDAN COUNTY, WYOMING

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

QWEST Communications

EXHIBIT FOR RIGHT OF WAY NO.

GRANTOR RAIL ROAD LAND & CATTLE
COMPANY, LLC

757



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

JN: 29060
DN: 2009/2009060_E16
PF: T2009060