

Return to:
Right-of-Way Department
Qwest Corporation dba CenturyLink QC
1208 NE 64th St., 4th Floor
Seattle, WA 98115



2015-718361 3/27/2015 9:57 AM PAGE: 1 OF 4
BOOK: 552 PAGE: 398 FEES: \$21.00 SM EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

RECORDING INFORMATION ABOVE
EASEMENT

The undersigned ("Grantor") for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, do hereby grant and convey unto Qwest Corporation, a Colorado corporation d/b/a CenturyLink QC ("GRANTEE"), whose address is 100 CenturyLink Drive, Monroe, LA 71203, Attention: Construction Services, its permitted successors, assigns, lessees, licensees, and agents a perpetual non exclusive easement to construct, reconstruct, modify, change, add to, operate, maintain, and remove such telecommunications facilities, and electrical facilities as needed for Qwest equipment, provided by the local power utility and their contractors, and other appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of SHERIDAN, State of WYOMING, which the Grantor owns or in which the Grantor has any interest, to wit:

An easement which is described in its entirety on EXHIBIT "A" & "B" which is attached hereto and by this reference made a part hereof, all of which is situated in the SW1/4SW1/4 of Section 15, Township 56 North, Range 84 West of the 6th P.M. See Exhibits A & B Attached Hereto And By This Reference Made A Part Hereof.

Grantor further conveys to Grantee the following Incidental rights:

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 pre-existing environmental contamination.

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

Grantor Initials _____
WY021315BB01



Grantor covenants that Grantor is the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said 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.

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 judgment 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 located.

Dated this 13 day of February, 2015.

MULLINAX CONCRETE SERVICE CO., INC.
 GRANTOR

By N. H. Mullinax
 Name Nathan Mullinax
 Title President

STATE OF WYOMING }
 }ss
 COUNTY OF Sheridan }

The foregoing instrument was acknowledged before me this 13 day of February, 2015, by Nathan Mullinax the President of Mullinax Concrete.

[NOTARY SEAL]



Laura J Fink
 Notary Public

My commission expires: 4/19/18

Resides at: Sheridan County Sheridan Wyoming

R/W #: WY021315BB01 Job # E.492474

Exchange: SHRDWYMA County: SHERIDAN

SW1/4SW1/4 SECTION 15, TOWNSHIP 56N, RANGE 84W, 6TH P.M.



**LEGAL DESCRIPTION
EXHIBIT "A"**

**Record Owner: Mullinax Concrete Service Co., Inc.
June 24, 2013**

Re: 16.0' Underground Telecommunications Easement for CenturyLink, and or any of their respective successors and assigns.

An underground telecommunications easement sixteen (16) feet wide, being eight (8) feet each side of the following described centerline situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 15, 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 southwest corner of said Section 15 (Monumented with a 1 $\frac{1}{2}$ " Iron Rod per PE&LS 551); thence N27°22'11"E, 675.84 feet to the **POINT OF BEGINNING** of said easement, said point lying on the south line of a tract of land described in Book 480 of Deeds, Page 735; thence S00°16'19"W, 40.00 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point being N28°59'59"E, 640.49 feet from said southwest corner of Section 15.

Said underground telecommunications easement contains 640 square feet of land, more or less. Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

WY021319B001

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