6/20/2013 3:47 PM PAGE: BOOK: 541 PAGE: 272 FEES: \$14.00 MD EASEMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

Corporate Easement

The undersigned, SHANKER MOTEL, INC., hereinafter 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 dba CenturyLink QC, herein referred to as the ("Grantee"), a Colorado Corporation, whose address is 1801 California Street, 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 underground buried telecommunications facilities, for the purpose of extending telephone service to the Duke Energy and AT&T facility, from time to time, as Grantee may require upon, 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 16 foot wide easement located in the southern part of Tract 5 of the Brundage Place Addition to the City of Sheridan and described briefly as follows: beginning at a point where the east property line intersects with the south boundary of said Tract 5; thence being 16 feet wide along the east boundary of Tract 5; thence turning westerly being 16 feet wide from the south boundary and being adjacent to and running parallel with the south boundary to the west boundary of Tract 5; thence southerly along the west boundary to a point where the west boundary intersects with the south boundary of said Tract 5. The Grantee reserves the right to have and obtain an "as built" defining the legal description and a location plat completed by a registered and certified surveyor of the state of Wyoming, should the Grantee deem it's necessary. The documentation defined as an "as built" will replace Illustration "A" and will be made a part of this easement agreement for recordation purposes.

- 1). 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 the Easement Area 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. Except in the case of an emergency, Grantee will give Grantor at least 24 hours prior written notice of its intended entry.
- 2). Grantee shall pay Grantor for damages, including surface disturbance, caused by Grantee in exercise of the rights and privileges granted herein. Grantee shall indemnify Grantor of all damages caused to Grantor as a result of Grantee's negligent exercise of rights and privileges herein granted. Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee. Grantee shall, at its expense, restore, reseed and reclaim all surfaces it disturbs.
- 3). Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.
- 4). 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.
- 5). Grantor hereby covenants that it will not construct nor authorize others to construct any excavation, structure or obstruction on the Easement Area and Grantor will make no change by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area
- 6). It is understood by both Grantor and Grantee, that 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 administrators, heirs, successors and assigns.

Dated this 9 day of MAY GRANTOR: SHANKER MOTEL, INC. by: Tyesh J law Title: 1 cure ... Authorized Representative of Shanker Motel, Inc.

(Corporate Seal if Applicable)

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ACKNOWLEDGEMENT

STATE OF WYOMING)					
) ss:					
COUNTY OF SHERIDAN)					
The foregoing instrum , 2013, by	nent was a	acknowledged Pate 1	before	me this	<u></u> day	of
whose title is Owney of	Shanker	Notel				
And is a authorized representa	tive of Shanl	ker Motel, Inc.	, a Wyon	ning Corpo	ration and	has
signed on behalf of the Corporat			,	0 1		
- ·						
Witness my hand and official seal:						
My commission expires:	5.16	1		_	-	
		- Co	ther	4.4	also	
		,		,	Notary Pu	ıblic

Please Place Notary Seal Below:

HEATHER N. MADSON, NOTARY PUBLIC
County of Sheridan
MY COMMISSION EXPIRES OCTOBER 30, 2016

[NOTARY SEAL] — in accordance to regulations that govern the Notary Public, the notary seal must be stamped so it is of a readable manner in order for the document to be recorded, the County Clerk reserves the right to refuse the recordation if the seal is not readable.

Job: E.398305 R/W: 40259 Exchange: Sheridan

Legal: part of Tract 5 of the Brundage Place Addition to the City of Sheridan

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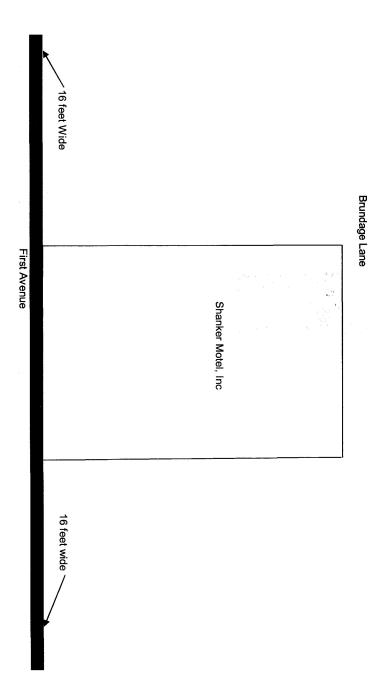


Illustration "A" is for a visual Aid only and not a survey or an "as built" survey. Illustration is not to scale as of what is of record in Sheridan County Clerk Office or Sheridan County Engineer Office