

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

The undersigned, **Daniel Philip Dowdy**, 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, 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 telecommunication line will be placed within 10 foot adjacent to Highway 14 Ranchester-Dayton approximately 102 feet long, Dayton original town plate block 07 East 158 of South 200 lying South of the Centerline of Tongue River 58, Section 32, Range 87 West, Township 57 North, 6th PM, Sheridan County, Wyoming as shown on ILLUSTRATION "A" attached hereto and by this reference made a part hereof, Grantee reserves the right to replace ILLUSTRATION "A" defining the legal description and location plat done by a registered and certified surveyor of the state of Wyoming.

- 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). 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.
- 7). The Grantee will install the usual above ground markers and appurtenance cases as warnings and protection to the Grantee's facility.
- 8). The parties their representatives agree to keep confidential all terms related to the consideration paid for the Easement Agreement as set forth in the Letter of Agreement, and will not discuss the same, or disseminate any information pertaining to the same, with any third parties, except as otherwise agreed by the other party or to the extent necessary to obtain professional advice from attorneys, accountants and financial advisors.
- 9). The Grantee will be responsible for the recordation of the Easement Agreement, and upon receipt of the recorded Easement Agreement, the Grantee will make the final payment of any unpaid balance due the Grantor.

Dated this 14 day of May, 2014

GRANTOR: Daniel Philip Dowdy.

By: Daniel Philip Dowdy
Daniel Philip Dowdy, Grantor

ACKNOWLEDGEMENT

STATE OF WYOMING)
) ss:
COUNTY OF SHERIDAN)

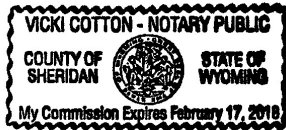
The foregoing instrument was acknowledged before me this 14 day of May, 2014, by Daniel Philip Dowdy, being the individual who has appeared before me an who has attached his signature above.

Witness my hand and official seal:

My commission expires: Feb 17, 2018

Wicki Cotton
Notary Public

Please Place Notary Seal Below:



[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.

R/W 40085 - Job E.1271EUE – Dayton original town plate block 07 East 158 of South 200 lying South of the Centerline of Tongue River 58, Section 32, Range 87 West, Township 57 North, 6th PM, Sheridan County, Wyoming,



Illustration "A" - Job No. E.321543 - R/W No. 40085

Property address: 100 W US HWY 14, DAYTON WY 82836

Legal: Dayton original town plate block 07 East 158 of South 200 lying South of the Centerline of Tongue River 58, Section 32, Range 87 West, Township 57 North, 6th PM, Sheridan County, Wyoming

