

After recording please return to:
CenturyLink
c/o Director of ROW local
1025 Eldorado Blvd.
Broomfield, CO 80021

Prepared by:
Mike Lascaro
1811 Auburn Ave.
Monroe, LA 71201

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

The undersigned ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to ***QWEST CORPORATION*** d/b/a CenturyLink QC, its successors, assigns, lessees, licensees, agents and affiliates ("Grantee"), having an address of 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Construction Service, a perpetual, non-exclusive easement ("Easement") to construct, operate, maintain, repair, expand, replace and remove *a communication system that Grantee from time to time may require, consisting of but not limited to, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines, poles and cables, and other facilities and structures, including utility service if required to operate such system, facilities and structures (collectively, the "Facilities")* over, under and across the following property located in the County of Sheridan, State of Wyoming, which Grantor owns ("Easement Tract"):

SEE THE DESCRIPTION SET FORTH ON **EXHIBIT A** ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT

Grantor further grants and conveys to Grantee the following incidental rights:

- (1) The right of ingress and egress over and across Grantor's lands to and from the Easement Tract; and
- (2) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract.

Grantor reserves the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract and will not alter the surface or subsurface of the Easement Tract or the ground immediately adjacent to the Easement Tract by grading or otherwise excavating, without Grantee's written consent.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims. Grantee will have no responsibility for environmental contamination unless caused by Grantee

The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Executed by Grantor this 16th day of August, 2019.

GRANTOR:

DMK Development - Sheridan, LLC

a Michigan limited liability company

By: Kettler Real Estate Services, LLC, manager

By: Chris Kettler

Printed Name: Chris Kettler


Title: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF MUSKEGON)

The foregoing instrument was acknowledged before me this 16th day of August, 20 19, by Chris Kettler, as Manager, of Kettler Real Estate Services, LLC a Michigan limited liability company, Manager of DMK Development - Sheridan, LLC, a Michigan limited liability company.

My commission expires: 2/10/23

WITNESS my hand and official seal.



Notary Public

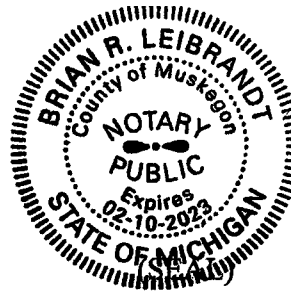


EXHIBIT "A"

LEGAL DESCRIPTION:

A 5 FOOT WIDE UTILITY EASEMENT AND A 10 FOOT WIDE UTILITY EASEMENT LOCATED IN LOT 1, DMK SUBDIVISION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT BEING THE TRUE POINT OF BEGINNING OF SUBJECT EASEMENT; THENCE N89°26'36"W 221.50 FEET MORE OR LESS ALONG THE SOUTH LINE OF SAID LOT 1 TO THE WEST END OF THE 5 FOOT WIDE UTILITY EASEMENT SHOWN ON DMK SUBDIVISION PLAT; THENCE N00°33'24"E 5.00 FEET ALONG SAID WEST END; THENCE S89°26'36"E 211.50 FEET MORE OR LESS TO THE WEST LINE OF THE 10 FOOT WIDE UTILITY EASEMENT SHOWN ON DMK SUBDIVISION PLAT; THENCE N00°31'35"E 354.95 FEET ALONG SAID WEST LINE TO A POINT LYING ON THE NORTH LINE OF SAID LOT 1; THENCE N89°53'05"E 10.00 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S00°31'35"W 380.07 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING CONTAINING 4658 SQUARE FEET, MORE OR LESS

SUBJECT TO PRIOR RECORDED EASEMENTS, EXCEPTIONS, RESERVATIONS, RESTRICTIONS, COVENANTS AND CONVEYANCES.

BASIS OF BEARINGS ARE
 US STATE PLANE, NAD 83 WYOMING EAST CENTRAL ZONE
 DISTANCES ARE GROUND (US SURVEY FEET)
 PAP-1.000235

