

738

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

Private Easement
Individual(s) as Grantor

The undersigned ("Grantor") for and in consideration of Ten and no/100 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 ("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, electrical and gas 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 which is described in its entirety on EXHIBIT "A", which is attached hereto and by this reference made a part hereof, all of which is situated in the SE1/4NW1/4 of Section 25 of Township 56 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming.

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.

GRANTOR:


GRANTOR:

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 11 day of January, 2007, Walter R. Orum, Sr.

[NOTARY SEAL]

Witness my hand and official seal:


Notary Public

My commission expires: June 30, 2009

R/W# 39169
Job # 627e412
Exchange: Sheridan
County: Sheridan
SE1/4NW1/4 of Section 25 of Township 56 North, Range 84 West.

EXHIBIT "A"

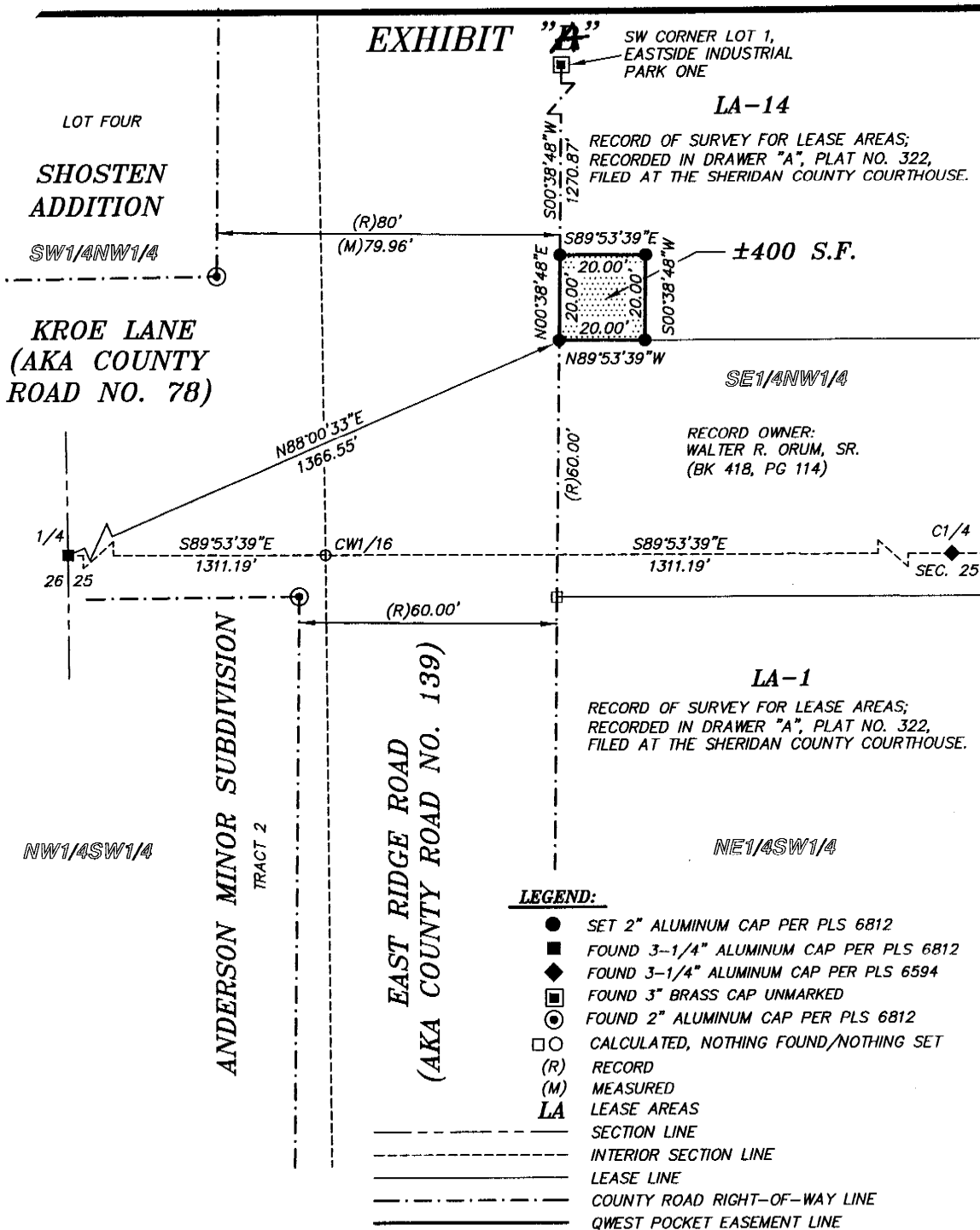
Record Owner: Walter R. Orum, Sr.
November 12, 2006

Re: Telecommunications Easement for QWEST Communications, Inc., and or any of their respective successors and assigns.

A telecommunications easement situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25, 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 easement being more particularly described as follows:

Commencing at the west quarter corner of said Section 25 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 6812); thence N88°00'33"E, 1366.55 feet to the **POINT OF BEGINNING** of said easement, said point lying on the east right-of-way line of East Ridge Road (AKA County Road No. 139); thence N00°38'48"E, 20.00 feet along said east right-of-way line to a point; thence S89°53'39"E, 20.00 feet to a point; thence S00°38'48"W, 20.00 feet to a point lying on the south line of Lease Area 14 (LA-14) as recorded in Drawer "A", Plat No. 322 at the Sheridan County Courthouse; thence N89°53'39"W, 20.00 feet along said south line of Lease Area 14 (LA-14) to the **POINT OF BEGINNING** of said easement.

Said telecommunications easement contains 400 square feet of land, more or less.
Basis of Bearings is the Wyoming Coordinate System NAD 1983, East Central Zone.

EXHIBIT "A"**SURVEYOR'S CERTIFICATE**

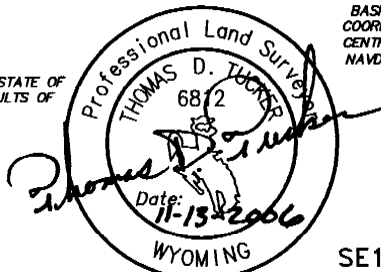
STATE OF WYOMING :ss
COUNTY OF SHERIDAN

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.

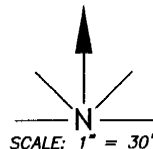
Date: NOVEMBER 13, 2006

Job No. 627E412

RL No. _____



BASIS OF BEARING IS THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE, DATUM: NAD 83(1993), NAVD-88 (U.S. FEET) DAF: 1.000235 DISTANCES ARE SURFACE



SE1/4NW1/4, Sec.25
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 WALTER R. ORUM, SR.

RESTFELDT
SURVEYING

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

JN: 26110
DN: 2006/20061100
PF: T2006058