



## EASEMENT AGREEMENT

### Private Easement Individual(s) as Grantor

The undersigned **SUSAN K. LEWIS and JANET A. SHOBER, as Tenants in Common**, herein after 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**, a Colorado corporation, herein after referred to as the ("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, 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:

A strip of land 16.00 feet wide, situated in the Northwest Quarter (NW1/4) of Section Six (6), Township Fifty Five (55) North, Range Eighty Three (83) West of the 6<sup>th</sup> P.M. and lying within a parcel of land described in the Quitclaim Deed recorded in Sheridan County, Wyoming on November 2<sup>nd</sup>, 2010 as Instrument No. 682947, in Book 519, Page 792. Said strip being more particularly shown on Illustration "A" and described as beginning at the northeast corner of the property and proceeding in a southeasterly direction, contiguous with and parallel to the west right-of-way line of County Road No. 139 (East Ridge Road), a distance of 1650 feet (+/-); all of said strip being north of that portion of County Road No. 139 presently known as Peno Road.

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.

Grantee agrees to pay all physical damage to any landscape, structural or other improvements that may be caused by construction, maintenance, operation, replacement or removal of its facilities.

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.

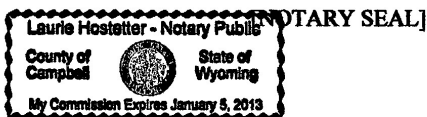
Dated this 9<sup>th</sup> day of June, 2011

ACKNOWLEDGEMENT

Janet A. Shober  
JANET A. SHOBER

STATE OF WYOMING )  
COUNTY OF Campbell ) ss:

The foregoing instrument was acknowledged before me this 9th day of June, 2011,  
by Janet A Shober.



Witness my hand and official seal:

My Commission Expires: Jan. 5, 2013

Laurie Hostetter  
NOTARY PUBLIC

ACKNOWLEDGEMENT

Susan K. Lewis  
SUSAN K. LEWIS

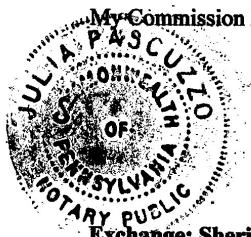
STATE OF Pennsylvania )  
COUNTY OF Greene ) ss:

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2011,  
by Susan K. Lewis.

[NOTARY SEAL]

Witness my hand and official seal:

My Commission Expires: Aug 4, 2013



Exchange: Sheridan

Job No.: 1271DXE

R/W No: 39941

Julia Pascuzzo  
NOTARY PUBLIC  
COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Julia Pascuzzo, Notary Public  
Carmichaels Boro, Greene County  
My Commission Expires Aug. 4, 2013  
Member, Pennsylvania Association of Notaries

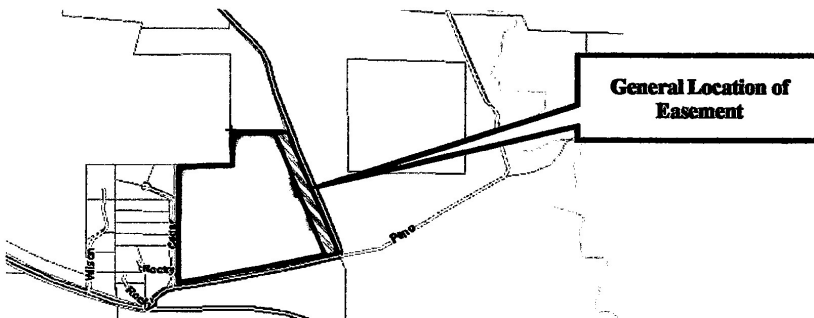
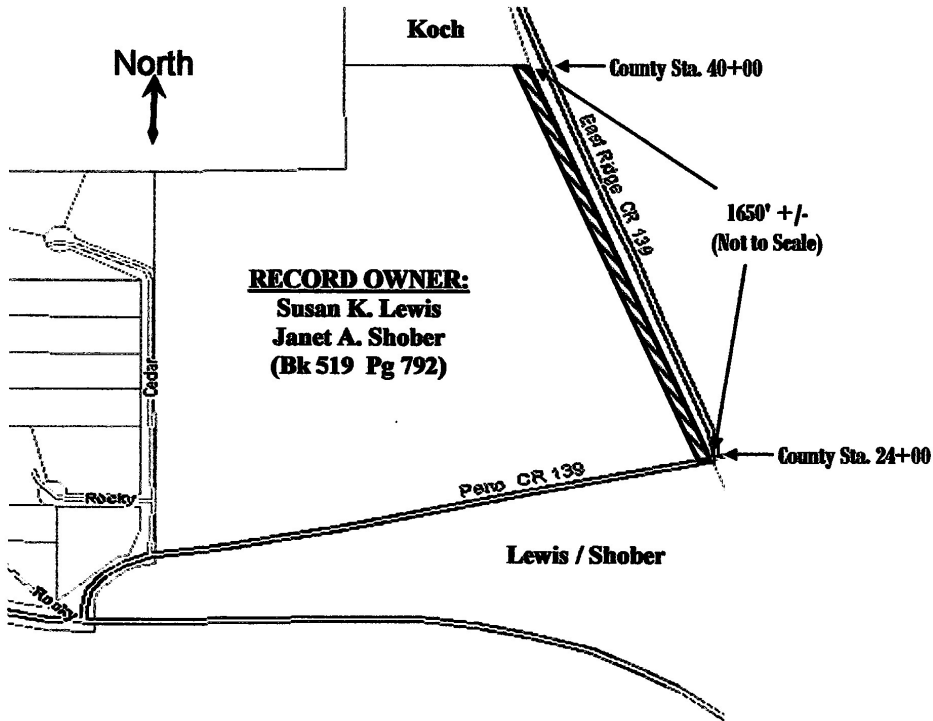


## ILLUSTRATION "A"

### QWEST CORPORATION

#### 16.0' UNDERGROUND UTILITY EASEMENT

NW1/4, Sec. 6, T55N, R83W 6th P.M., Sheridan County, WY



This diagram and information is to be used for illustration and visual aid purposes only. The representation has not been prepared or certified by a professional engineer or land surveyor and should not be construed as a survey of the easements location. The Landowner, by attachment of their initials JS dated this 9 day of June, 2011, accepts the location of the easement as shown within the above illustration.

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Sheridan, Wyoming 82801



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Ph: 307.673.1611

NO. 2011-688876 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
CALL TAMI AT 751-0735