



RECORDING INFORMATION ABOVE

**EASEMENT AGREEMENT**

**Private Easement**  
 Individual(s) as Grantor

The undersigned ("Grantor") for and in consideration of \$ 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:

**See Exhibits A and B**

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.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Easement Area is situated.

Frances J. Carson  
 GRANTOR: Frances J. Carson as Trustee  
 Carson Family Trust

Shirley Jean Donaldson  
 GRANTOR: Shirley Jean Donaldson as Trustee  
 Carson Family Trust

STATE OF WYOMING )  
 ) ss  
 COUNTY OF SHERIDAN

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2011, by  
Shirley Jean Donaldson  
 as Trustees of Carson Family Trust

[NOTARY SEAL]



Witness my hand and official seal:

Paula Olson  
 Notary Public

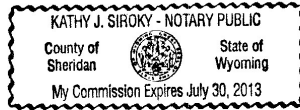
Commission expires: 11-3-2014

R/W# 39875 Job # Drop  
 Exchange Sheridan County Sheridan  
 Section 32, T56N, R84W



STATE OF WYOMING )  
 )  
County of Sheridan )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January,  
2011, by Frances J. Carson, Trustee of the Carson Family Trust.



Kathy J. Sirosky  
Signature of Notarial Officer  
Rank and Title: Notary Public

My Commission expires: July 30, 2013



## EXHIBIT "A"

**Record Owners: Frances J. Carson & Shirley Jean Donaldson, Trustees**  
**September 30, 2010**

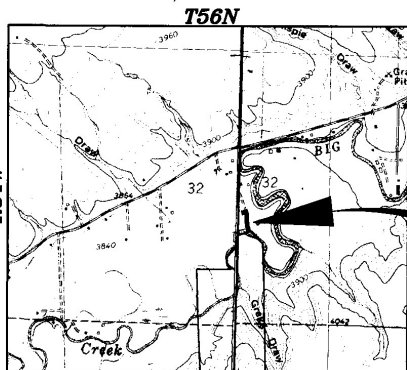
**Re: 16.0' Telecommunications Easement to QWEST Communications, and or any of their respective successors and assigns.**

A telecommunications easement sixteen (16) feet wide, being eight (8) feet each side of the following described centerline situated in the NW1/4SE1/4, Section 32, 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 centerline being more particularly described as follows:

Commencing at the southeast corner of said Section 32 (Monumented with a 3-1/4" Brass Cap per PLS 529); thence N41°53'04"W, 2487.26 feet to the **POINT OF BEGINNING** of said easement, said point lying on the north line of a tract of land described in Book 419 of Deeds, Page 144; thence N16°51'56"W, 115.28 feet along said centerline to a point; thence N03°07'15"W, 227.23 feet along said centerline to a point; thence N16°44'02"W, 52.55 feet along said centerline to a point; thence S73°15'58"W, 92.00 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point being S75°52'31"W, 1807.20 feet from the east quarter corner of Section 32 (Monumented with a 3-1/4" Aluminum Cap per PLS 2615). Lengthening or shortening the side lines of said easement to intersect said boundary line.

Said telecommunications easement contains 7,790 square feet of land, more or less, and is subject to any right-of-way and or easements, reservations and encumbrances which have been legally acquired.

Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

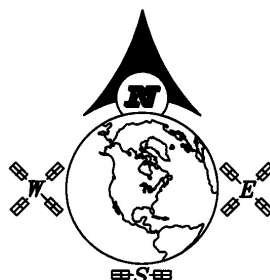


LOCATION MAP

SCALE: 1"=3000'

EXHIBIT "B"

EASEMENT



SCALE: 1"=100'

BEARINGS ARE BASED ON THE  
WYOMING COORDINATE SYSTEM  
NAD 1983, EAST CENTRAL ZONE  
DATUM: NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)  
DAF: 1.000235  
DISTANCES ARE SURFACE

LEGEND:

- FOUND 3-1/4" BRASS CAP PER PLS 529
- ◆ FOUND 3-1/4" ALUMINUM CAP PER PLS 2615
- ○ CALCULATED: NOTHING FOUND/NOTHING SET
- (C) CALCULATED
- (R) RECORD
- PROPERTY/DEED LINE
- - - SECTION LINE
- - - INTERIOR SECTION LINE
- . - . APPROXIMATE TOP OF BANK
- - - CENTERLINE TELECOMMUNICATIONS EASEMENT
- - - EASEMENT LINE
- TELECOMMUNICATIONS EASEMENT

RECORD OWNERS:  
FRANCES J. CARSON &  
SHIRLEY JEAN DONALDSON,  
TRUSTEES  
(BOOK 498, PAGE 421)

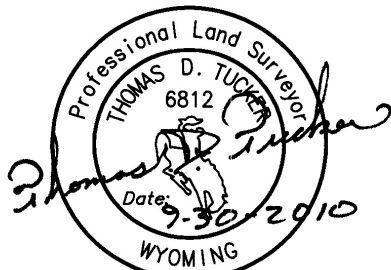
RECORD OWNERS:  
GREG TOWNSEND &  
HOLLY WILSON TOWNSEND(1/2  
INTEREST) AND CHARLES S. & DONNA  
O. WILSON(1/2 INTEREST)  
(BOOK 419, PAGE 144)

TOTAL AREA= ±7.790 S.F.  
TOTAL RODS= ±29.5  
TOTAL LENGTH= ±487.06'

SURVEYOR'S CERTIFICATE

STATE OF WYOMING  
COUNTY OF SHERIDAN :ss

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.



"PLAT IS VALID ONLY IF PRINT HAS  
ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED"



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

EXHIBIT "B"

16.0' TELECOMMUNICATIONS EASEMENT

CLIENT: GREG & HOLLY WILSON TOWNSEND  
LOCATION: NW1/4SE1/4, SECTION 32, T56N R84W,  
SHERIDAN COUNTY, WYOMING.

JN: 2010079  
DN: 2010079-QWEST  
PF: T2009130  
SEPTEMBER 28, 2010