
RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

Private Easement
Individual(s) as Grantor

The undersigned ("Grantor") for and in consideration of \$1,500 dollars 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 Dona Ana, State of New Mexico, which Grantor owns or in which Grantor has an interest ("Easement Area"), to wit:

An easement Ten (10) feet by Ten (10) located within the San Miguel Elementary campus grounds At Hwy 28 and Hwy 192 within the lands owned by the Gadsden Independent School District Recorded in Deeds Book 135, Page 480 and being further shown on the attached EXHIBIT "A" being made a part hereof

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.

R/W # NM051507BS01

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Initials _____

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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.

Private Easement
Individual(s) as Grantor

Grantor-Board Of Education Gadsden Independent School District

STATE OF NEW MEXICO)
) ss:
COUNTY OF Dona Ana

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by _____.

Witness my hand and official seal:

[NOTARY SEAL]

Notary Public

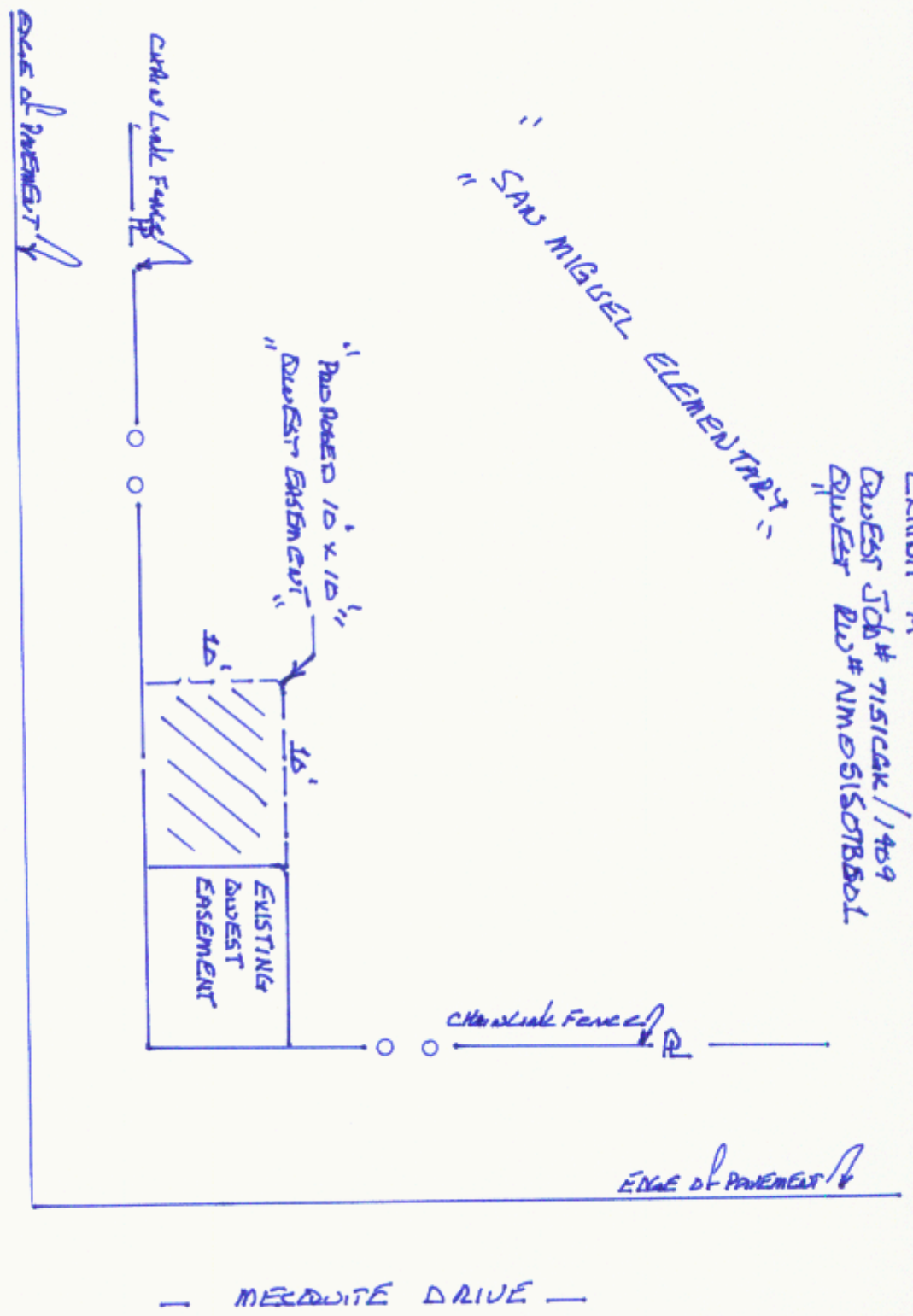
My commission expires: _____

RW# NM051507BS01
Exchange La Mesa
Section 10 Township 25S, Range 2E

Job# 7151CGK/1409
County Dona Ana

EXHIBIT "A"
 DUESSES JOB # 7151CAK/1409
 DUESSES BUS # NM 051507B50L

"
 " SAN MIGUEL ELEMENTARY "



— STATE HIGH 228 —

