

RECORDED MAY 3, 1995 BK 373 PG 398 NO 196760 RONALD L. DAILEY, COUNTY CLERK

The Undersigned Grantor(s) for and in consideration of ONE HUNDRED SIXTY Dollars (\$160.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to U S WEST COMMUNICATIONS, INC., a Colorado Corporation, (Grantee) whose address is 6101 Yellowstone Road, Cheyenne, Wyoming 82009, its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, operate, maintain and remove such telecommunications facilities as Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

An easement sixteen (16) feet in width being eight (8) feet on each side of a centerline across a portion of Lot E of the Guy Wood Ranch, A subdivision of certain lands in Sections 31 and 32, T56N, R84W, of the 6th PM, Sheridan County, Wyoming, a part of the property described in a warranty deed in Book 360 at Page 84, Sheridan County Records, said centerline being more particularly described on the Exhibit A for right of way number 34298 which is attached hereto and hereby made a part hereof,

situate in the County of Sheridan, State of Wyoming hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

Grantee shall have the right of ingress and egress over and across the Land of the Grantor to and from the above described property and the right to clear and keep cleared all trees and other obstructions. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted.

The Grantor reserves the right to occupy, use and cultivate said Easement for all purposes not inconsistent with, nor interfering with the rights herein granted.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

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 property is located.

Signed and delivered this 30<sup>th</sup> day of March 1995

John C. Schroeder, Jr.  
John C. Schroeder, Jr., Grantor

\_\_\_\_\_  
Grantor

STATE OF WYOMING )  
COUNTY OF SHERIDAN) ss.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 1995

By John C. Schroeder, Jr., \_\_\_\_\_ Grantor(s)

Witness my hand and official seal:



William Ewing  
Notary Public  
My Commission Expires: 1-4-99

Grantor(s):  
John C. Schroeder, Jr.  
33 Brayton Lane  
Sheridan, Wyoming 82801

R/W #34298  
JOB #5375041  
EXCH: Sheridan

Sheridan, Wyoming 82801

33 Brayton Lane

GRANTOR John C. Schroeder, Jr.

EXHIBIT FOR RIGHT OF WAY NO. 34298

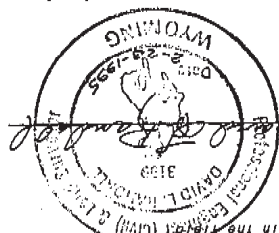
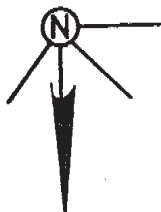
U S WEST Communications, Inc.

Scale 1" = 200'

R-84-W

T-56-N

Sec. 31



Registration No. 3159 PE & LS

I, David L. Randall, of Sheridan, Wyoming being a duly registered Professional Engineer and Land Surveyor in the State of Wyoming, do hereby certify that this map was made from field notes of an actual survey performed by me in February of 1995 and that it correctly represents the location of the buried cable as located in the field.

State of Wyoming } ss  
County of Sheridan }

# CERTIFICATE of SURVEYOR

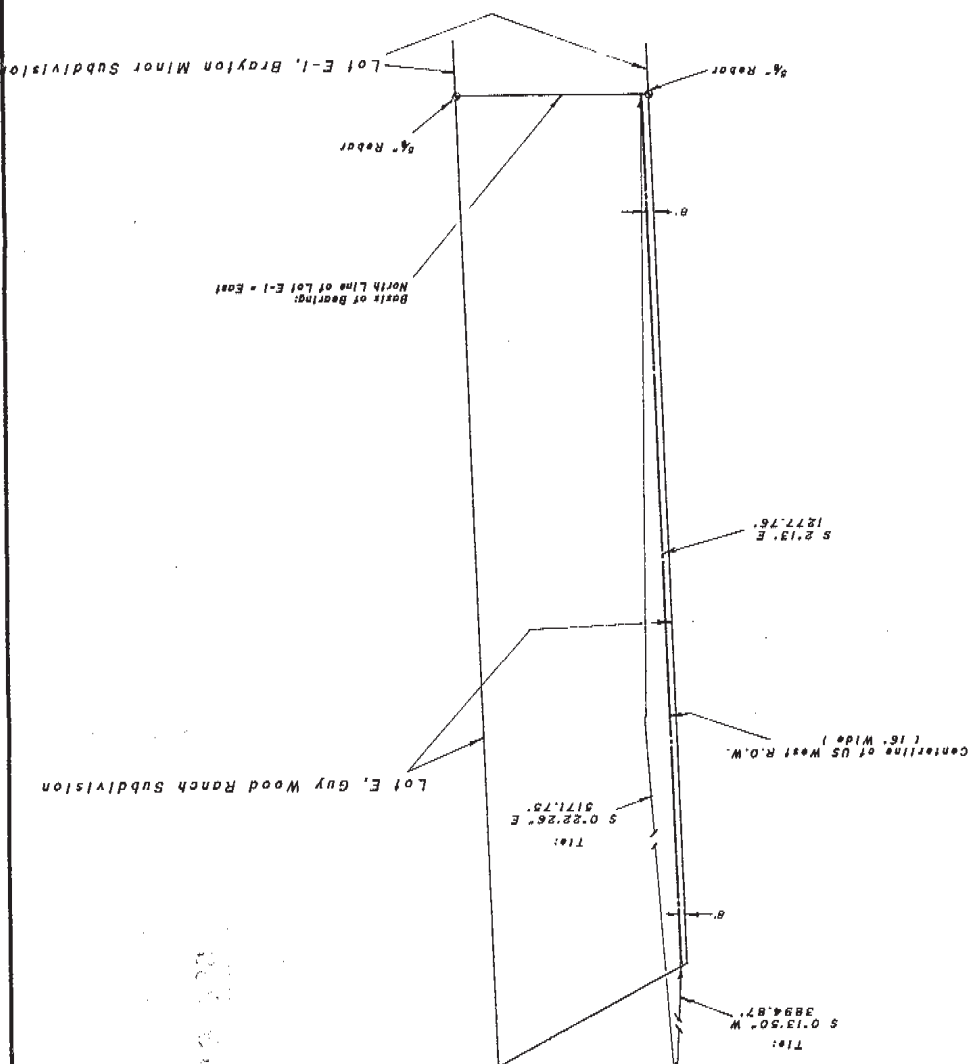


EXHIBIT A

Brass Cap Section Corner

30 29 31 32

T-56-N  
R-84-W

Date February 23, 1995

Job No. 5375041

RL No.

399