

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

Private Easement

Individual as Grantor

The undersigned, Ronald A. Stolcis, a single man ("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 ("Grantee"), whose address is: 1801 California St., Suite 5200, Denver, CO 80202, and its successors, assigns, affiliates, lessees, licensees, and agents, a non-exclusive easement 16 feet wide for construction and maintenance of telecommunication facilities (being defined as installation of fiber optic or copper line or lines in this instance) and 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 EXHIBITS "A" and "B" which are attached hereto and by this reference made a part hereof, all of which is situated in Sections 22 and 27, Township 55 North, Range 84 West, of the 6th P.M.

This easement is subject to the following terms and conditions:

1. No above-ground facilities shall be placed on the easement without prior written permission from Grantor. 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 and repair over and across Grantor's lands.
2. Grantee agrees that this Easement Agreement is for the one time installation of a fiber optic line or lines and the maintenance thereof. If Grantee desires to remove said line or lines, a separate agreement and fee is to be negotiated at that time.
3. Any and all damages which may result to crops, fences, buildings and improvements on the premises caused by the construction, operation or maintenance of the communication systems will be paid for by the Grantee. 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.
4. Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.
5. Whenever the Grantee damages or destroys the surface of the above-described property in connection with the construction, operation, and maintenance of the systems installed in the easement, the Grantee shall fully restore the disturbed land to the condition it was in prior to such disturbance as soon as reasonably practicable.
6. 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.

R/W #37611

7. As partial compensation to Grantor by Grantee for granting of this easement, Grantee agrees that they shall remove poles 4 through 9 as discussed on field visit by Grantor and Grantee.

8. 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.

9. Grantor makes no warranty of title or otherwise in entering into this agreement. If it is determined that Grantor does not have the right to authorize Grantee to use the land affected by this agreement for the purposes set forth herein, then the Grantee's sole remedy shall be recovery from Grantor those payments made by Grantee for the rights which Grantor did not have the right to grant to Grantee.

10. Grantee shall indemnify, defend and hold Grantor harmless from any and all claims, liabilities, demands, suits, losses, damages and costs arising out of or related to Grantee's operations on Grantor's land.

11. By acceptance and recording of this agreement, the Companies agree to be bound all of the terms and conditions of this easement.

Ronald A. Stolcis
Grantor: Ronald A. Stolcis

STATE OF WYOMING)
COUNTY OF Natrona ss:

The foregoing instrument was acknowledged before me this 28th day of August, 2001, by Ronald A. Stolcis.

Witness my hand and official seal:

[NOTARY SEAL]



Sue Sheppard Ford
Notary Public

My commission expires:

June 22, 2002

R/W #37611
Exchange Sheridan
Sections 22 and 27, Township 55 North, Range 84 West

Job #027A465
County Sheridan

EXHIBIT "A"

Record Owner: Ronald A. Stolcis
May 21, 2001

Re: 16' Telecommunications Easement for Qwest Communications, Inc., and or any of their respective successors and assigns.

A telecommunications easement being a strip of land sixteen (16) feet wide situated in the NW¼NE¼ of Section 27, Township 55 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; the westerly line of said telecommunications easement being the easterly right-of-way line of U.S. Highway No. 87, said westerly line being more particularly described as follows:

Commencing at the north quarter corner of said Section 27 (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence S43°21'31"E, 289.13 feet to the **POINT OF BEGINNING** of said easement; said point lying on said easterly right-of-way line of U.S. Highway No. 87; thence, along said westerly line through a curve to the left, having a radius of 1859.86 feet, a central angle of 18°18'51", an arc length of 594.49 feet, a chord bearing of S02°29'47"E, and a chord length of 591.96 feet to the **POINT OF TERMINUS** of said easement, said point being the southwest corner of a tract of land described as Parcel 2 in Book 339 of Deeds, Page 57, and being S15°37'54"E, 832.40 feet from said north quarter corner of Section 27.

A telecommunications easement being a strip of land sixteen (16) feet wide situated in the SW¼SE¼ of Section 22, Township 55 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; the westerly line of said telecommunications easement being the easterly right-of-way line of U.S. Highway No. 87, said westerly line being more particularly described as follows:

Commencing at the south quarter corner of said Section 22 (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence S89°47'20"E, 235.18 feet to the **POINT OF BEGINNING** of said easement; said point being the southwest corner of a tract of land described as Parcel 3 in Book 339 of Deeds, Page 57, lying on said easterly right-of-way line of U.S. Highway No. 87; thence, along said westerly line through a curve to the right, having a radius of 1859.86 feet, a central angle of 11°29'41", an arc length of 373.13 feet, a chord bearing of N18°57'32"E, and a chord length of 372.50 feet to the **POINT OF TERMINUS** of said easement, said point being the northwest corner of said tract described as Parcel 3, and being N45°23'12"E, 500.38 feet from said south quarter corner of Section 22.

Basis of Bearings is Wyoming State Plane (East Central Zone).

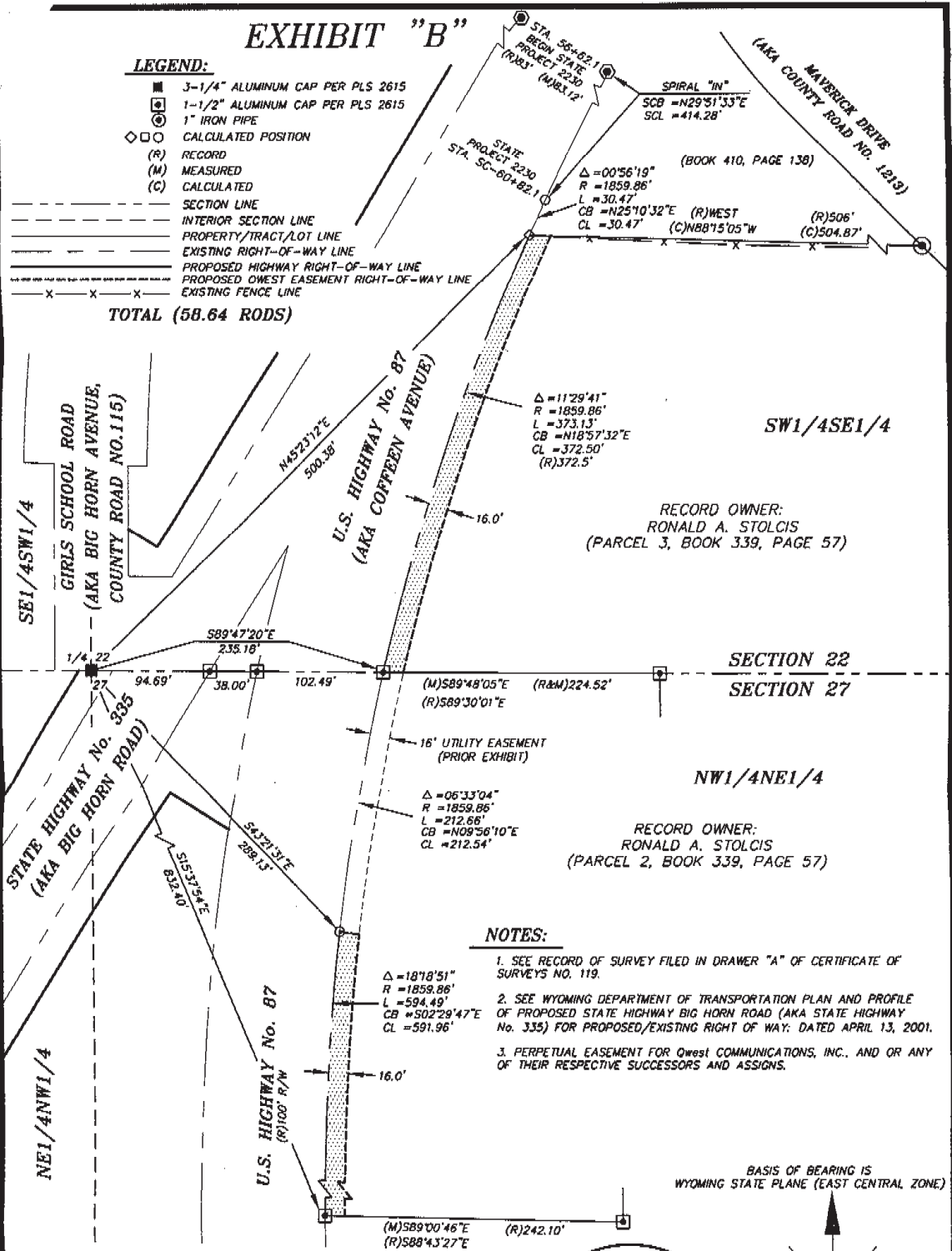
EXHIBIT "B"

LEGEND:

- 3-1/4" ALUMINUM CAP PER PLS 2615
- 1-1/2" ALUMINUM CAP PER PLS 2615
- 1" IRON PIPE
- ◇ CALCULATED POSITION
- (R) RECORD
- (M) MEASURED
- (C) CALCULATED

- SECTION LINE
- INTERIOR SECTION LINE
- PROPERTY/TRACT/LOT LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED HIGHWAY RIGHT-OF-WAY LINE
- PROPOSED EASEMENT RIGHT-OF-WAY LINE
- EXISTING FENCE LINE

TOTAL (58.64 RODS)



NOTES:

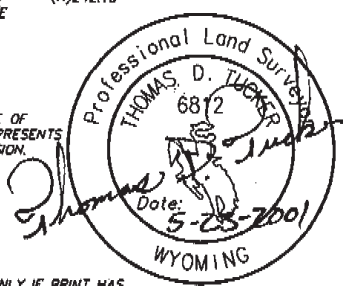
1. SEE RECORD OF SURVEY FILED IN DRAWER "A" OF CERTIFICATE OF SURVEYS NO. 119.
2. SEE WYOMING DEPARTMENT OF TRANSPORTATION PLAN AND PROFILE OF PROPOSED STATE HIGHWAY BIG HORN ROAD (AKA STATE HIGHWAY No. 335) FOR PROPOSED/EXISTING RIGHT OF WAY; DATED APRIL 13, 2001.
3. PERPETUAL EASEMENT FOR Qwest COMMUNICATIONS, INC., AND OR ANY OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

SURVEYOR'S CERTIFICATE

STATE OF WYOMING
COUNTY OF SHERIDAN

I, THOMAS D. TUCKER A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

Date: MAY 15, 2001
 Job No. 027A465
 RL No.



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

BASIS OF BEARING IS
WYOMING STATE PLANE (EAST CENTRAL ZONE)

SCALE: 1" = 100'
 Sec. 22
 (SW1/4SE1/4)
 Sec. 27
 (NW1/4NE1/4)
 T-55-N
 R-84-W

SHERIDAN COUNTY, WYOMING

Qwest Communications, inc.
 EXHIBIT FOR RIGHT OF WAY NO. 37411
 GRANTOR RONALD A. STOLCIS

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

JN: 200031
 DN: 2000/200031E3A
 (2000) NAD 83(1993)
 PAF: 1.000246811