

QUIT CLAIM DEED OF EASEMENT

THIS QUIT CLAIM DEED OF EASEMENT made this 14th day of August, 1991, by and between SHERIDAN ENTERPRISES, INC. a California corporation, herein called "Sheridan" and RANGE TELEPHONE COOPERATIVE, INC., a Montana corporation, herein called "Range Telephone",

W I T N E S S E T H :

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, paid by Range Telephone to Sheridan, receipt of which is hereby acknowledged, and the covenants and agreements hereinafter set forth, Sheridan, to the extent of its interest therein does hereby remise, release and quit claim unto Range Telephone, but subject to the limitations, conditions and stipulations hereinafter contained, a right of way easement for one buried telephone transmission line on and across that parcel of land described as:

TOWNSHIP 53 NORTH, RANGE 81 WEST, 6TH P.M.

Section 15: S₂S₂NE₄, S₂SE₄NW₄, N₂NE₄SW₄, NW₄SW₄
(All in Sheridan County)

Section 21: N₂NE₄, SW₄NE₄, SE₄SE₄NW₄, NE₄SW₄
(All in Johnson County)

(hereinafter the "parcels") situated in Sheridan and Johnson Counties (as noted), in the State of Wyoming, and as shown on the map marked "Exhibit A" attached hereto and incorporated herein by reference, such easement being twenty (20) feet in width (such area being sometimes hereinafter referred to as the "Premises").

Together with the right to Range Telephone to construct, operate, maintain, inspect, protect, repair, and replace such buried telephone transmission line (collectively referred to herein as the "facilities") on and across the above described parcel; and the right of ingress and egress in and over existing or future roads on said parcel; however, Range Telephone shall be responsible for any damage to the land, any roads and other utilities located thereon caused by Range Telephone while engaged in the exercise of any right herein granted and Range Telephone shall repair and correct any damages to said lands, roads or utilities lines caused by Range Telephone.

Sheridan excepts and reserves for itself, its successors and assigns, to the extent of its interest under the Sublease, all coal, coal by-products and substances found in association with coal; situated, lying or being in, on or under the Premises, or that may hereafter be found thereon, and further excepts and reserves the subterranean strata and voids (now existing or hereafter created) underlying said Premises, and all such further rights and privileges in, under and through said subterranean strata and voids as may be necessary, desirable or convenient to Sheridan, in exploring, mining, drilling, fracturing, extracting, removing, cleaning, processing and preparing for market, storing, handling, transporting, or disposing of minerals mined or extracted from the subject parcel and of other minerals owned or leased by Sheridan. Sheridan further excepts and reserves the right, and the right to permit, lease or license others: (i) to mine and remove all of the coal from the aforesaid described land, including the right to employ any deep or surface mining techniques or otherwise to mine, by any method used in the past or now in practice, or any new methods which may be developed in the future; and (ii) to transport men, materials, equipment, coal and other minerals through, on, over, in or under the Premises; and (iii) to otherwise use the said property for any and all purposes which Sheridan shall have the right to do under the sublease and which do not interfere with the enjoyment of the rights and privileges

herein granted to Range Telephone.

It is understood and agreed between the parties that the granting of rights hereunder shall be subject to the following terms and conditions:

(1) MINING ACTIVITIES: Range Telephone acknowledges that existing permits authorize coal mining operations on and underneath the premises and in the vicinity of the Premises and that Sheridan will be conducting mining operations in accordance with such permits and future permits and modifications thereto. It is provided, however, that all future mining operations on or underneath the Premises shall be conducted in such a manner as not to endanger the safety of, or interfere with the operation or maintenance of facilities, or any part thereof. If it appears to either party hereto that such mining operations may adversely affect the facilities, such party shall provide written notice thereof to the other party. Thereafter, Range Telephone shall promptly relocate the facilities or a part thereof, at its expense, to another location on the aforesaid parcel provided by Sheridan.

(2) INDEMNIFICATION. Range Telephone agrees to indemnify and save harmless Sheridan, its contractors, subcontractors, subleases, employees, agents, successors and assigns against and from any and all claims, demands, liability, costs and expenses (including reasonable attorney fees) or damage to other persons, or their property, or the property of Sheridan, caused by the acts or omissions of Range Telephone, its contractors, subcontractors or any other entity or person acting directly or indirectly on its behalf in the use and occupancy of the Premises, or in the construction, maintenance and operation of the facilities upon the lands subject to this right of way and easement.

(3) PERMITS/WAIVERS. Range Telephone agrees to execute any waivers, consents or other documents as may be deemed necessary by the applicable regulatory agency to facilitate the permitting and unhampered conduct of Sheridan's coal mining operations in the vicinity of or under the Premises or facilities.

Range Telephone shall conduct its construction and maintenance activities on the facilities as not to affect water quality in the vicinity of the area(s) Sheridan or its contractor(s) have under surface mining permits(s). Range Telephone shall be responsible for any adverse effects on water quality or quantity arising out of its construction or maintenance of the facilities that result in a notice of violation or citation by any regulatory agency against Sheridan or its contractor(s). Range Telephone shall cooperate with Sheridan in identifying the source of such water discharges to the regulatory agency and shall indemnify Sheridan for any fines, penalties, assessments and incurred costs and expenses as a result of Range Telephone's failure to comply with this paragraph.

(4) TERMINATION OF RIGHTS. In the event any substantial part, or parts, of the right-of-way hereby granted shall not be used for the purposes for which this grant is made, and if such nonuse shall continue for a period of one (1) year, all right, title and interest of Range Telephone in and to such part or parts of any said right of way so wholly not used for such one (1) year period, and all other rights granted and conferred with respect thereto, shall terminate.

(5) OWNERSHIP OF FACILITIES. Sheridan agrees that all poles, wires and other facilities, including all telephone equipment, installed on the above described premises at Range Telephone's expense, shall remain the property of Range Telephone removable at its option.

(6) ENTIRE AGREEMENT: This instrument contains all

agreements expressed or implied between the parties hereto and shall inure to the benefit of and be binding upon their successors and assigns. All of Sheridan's rights and obligations shall inure to and be binding upon its contractors and subleases coming upon the said parcel.

TO HAVE AND TO HOLD the same unto the said Range Telephone, its successors and assigns, forever; subject, however, to all of the provisions and conditions hereinbefore contained.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be signed hereto all as of the day and year first hereinbefore written.



SHERIDAN ENTERPRISES, INC.

by: [Signature]
(Title) VICE PRESIDENT

RANGE TELEPHONE COOPERATIVE, INC.

by: [Signature]
(Title) General Mgr.



STATE OF Kentucky)
COUNTY OF Fayette)

I, Lisa Green-Letton a Notary Public
of said County, do certify that JO ELLEN DEBKO
who signed the writing hereto annexed, bearing date the 13th
day of JANUARY, 1992, for SHERIDAN ENTERPRISES,
INC., a California corporation, has this day in my said county,
before me, acknowledged the said writing to be the act and deed
of said corporation.

My commission expires MY COMMISSION EXPIRES 6/2/93

Given under by hand this 13th day of January

[Signature]
Notary Public



STATE OF Montana)
COUNTY OF Rosebud)

I, Wm. C. FitzGerald a Notary Public
of said County, do certify that W. L. Stiles
who signed the writing hereto annexed, bearing date the 24th
day of Jan., 1992, for RANGE TELEPHONE
COOPERATIVE, INC., a Montana corporation, has this day in my said
county, before me, acknowledged the said writing to be the act
and deed of said corporation.

My commission expires 23 Oct 1993

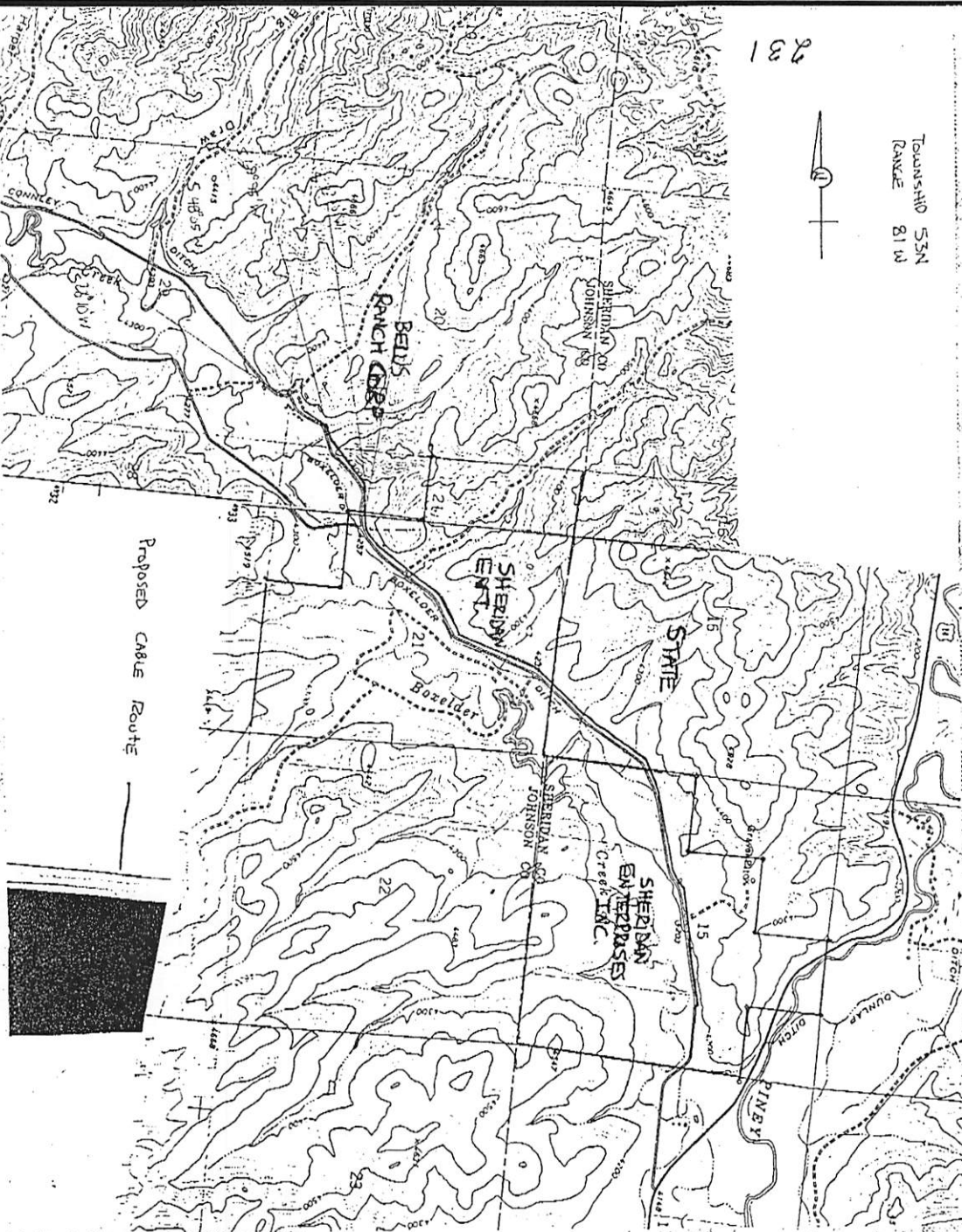
Given under by hand this 24th day of Jan.

[Signature]
Notary Public



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Township 53N
Range 81W



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STATE OF WYOMING

20/4500 Hills

Skills

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APPENDIX, LOC.

ПОЖ. ЛОКАТ

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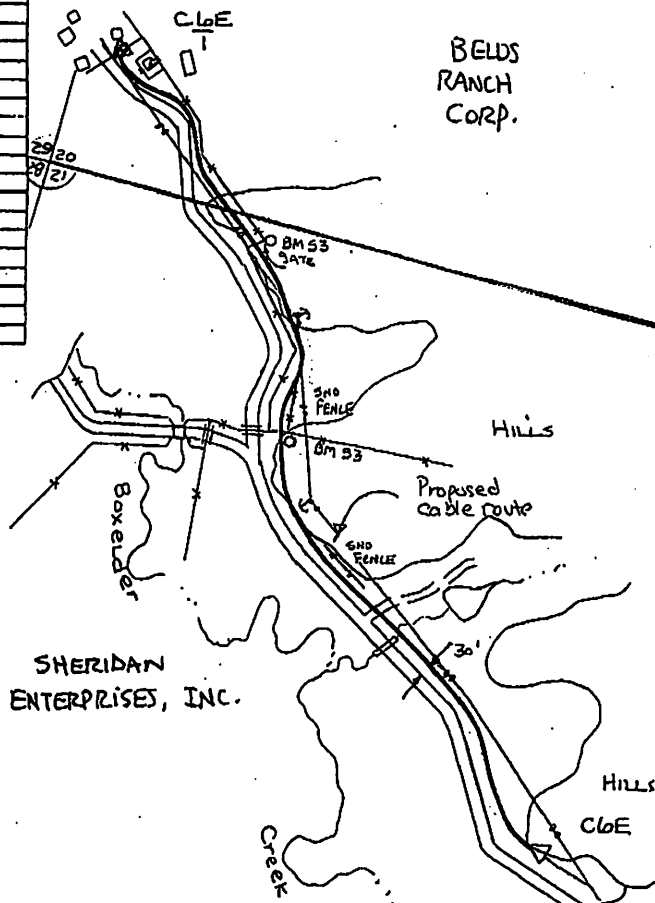
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CAUTION: SHOWN UTILITY LINES ARE SHOWN IN APPROX. LOCATIONS ONLY. ALL EXACT LOCATIONS TO BE DETERMINED BY THE CONTRACTOR DURING CONST.

Pd or Pole No.	Pole	PE	BN	BQ	BM	BM	BAZ	BFC	BFC	BFC	S.	HA	Sub No.
Pole No.	H-G	DF	BQ Term	Lg Coil SZ	Trench	40 SZ	5 ft x 8'	6-72			BH	HC	P
CWE	BA 3		12A	1) 3			1	1230			LP L		
CSE	BA 3		12A					3270			Sub RUT		
CSE	2) BA 3		2) BO 12A				1						

[illegible]

SEE SHEET 4 OF 4
FOR SUB DETAIL



CAUTION:

KNOWN UTILITY LINES ARE SHOWN IN APPROX. LOCATIONS ONLY. ALL EXACT LOCATIONS TO BE DETERMINED BY THE CONTRACTOR DURING CONST

Pod or Pod No.	Pole H-C	PE	BQ	BQ	BM	BM		BFC	BFC	BFC	S-		HA	Sub- NO
		PF	BQ Term	Ld. Coll	Trench	40	53	6-22			SW-		HC	P
C6E			12A											
-1	BA3							5580						
						1	1							
C6E														
	1)		4											
	BA3		Bd 12A			1	1							

Staked by Tim
Date 12-10-91
Revised _____
Constructed _____

Staking Sheet and Plant Record
RANGE TELEPHONE COOPERATIVE, INC.
Exchange SE SHERIDAN Map KEY Work
Twp. 33N Rge. 81W Sec. 20+21 County JOHNSON

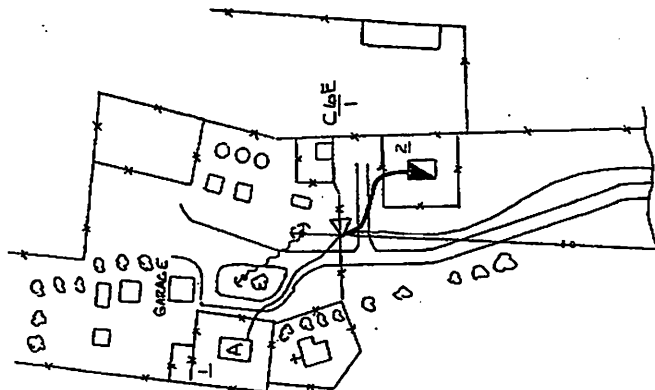
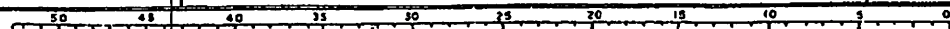
Work Order 11252 Route No. CE
Tax Code Area 1000 Sheet No. 3 of 4
SSON

3 Sub. & No.
 Potential & No.
 Tole. Pod.
 Per. Pole
 Force
 Warning Marker
 Buried Splitter
 Aerial Plant
 Joint on Power
 Buried Plant
 Pod.
 Stee. MW.
 Pod.
 Tole. Pole MW.
 Per. Pole MW.
 Aerial Insert
 00
 20
 14
 20
 20
 Out.
 Buried Plant to road
 C/L
 RS indicates Road Shoulder
 Pod.
 10 ft. or less of trenching
 Pod.
 Over 10 ft. of trenching
 T
 Excav. Buried Tole Plant
 T
 Q
 Oil Line
 Gas Line
 Water Line
 Pipe or Non Pipe Crossing Under Road
 Road-Dead
 9-0-25

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Twp. 53N Rge. 81W Sec. 20 County Johnson

Sheet No. 4 of 4



* Plan to house
NO 3 only

[illegible]

CAUTION:
KNOWN UTILITY LINES ARE SHOWN IN APPROX. LOCATIONS ONLY. ALL EXACT LOCATIONS TO BE DETERMINED BY THE CONTRACTOR DURING CONST.

[illegible]

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ADDENDUM

Addendum to the Right-of-Way Easement from Sheridan Enterprises Inc., for a buried telecommunications cable, according to Wyoming State law.

Commencing at the South 1/16 marker of the NE₄ of Section 15, T53N, R81W of the Principal Meridian Wyoming, thence North 23°00' East a distance of 550 feet to the point of beginning of the buried telecommunications cable, thence South 76°10' West a distance of 1000 feet, thence South 77°00' West a distance of 1100 feet, thence South 60°00' West a distance of 400 feet, thence South 73°05' West a distance of 1350 feet, thence South 73°05' West a distance of 1350 feet, thence South 62°90' West a distance of 420 feet to exit the SW₁, NW₁, SW₁ of Section 15 onto adjacent Wyoming State Lands. Cable to be placed adjacent and parallel to Box Elder County Road No. 171.

Note: The information disclosed heron is provided without benefit of actual field survey and is derived from topographical map magnification.