

Prepare By and After Recording Return to:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ MT03015A

ACCESS AND UTILITY EASEMENT AGREEMENT

This Access and Utility Easement Agreement (the "Agreement") is made this 7th day of December, 2017 (the "Effective Date") by and between Gary G. Koltiska and Vicki Jo Koltiska, Trustees of the Gary G. Koltiska Trust dated November 30, 2016 an undivided one-half interest and Gary G. Koltiska and Vicki Jo Koltiska, Trustees of the Vicki J. Koltiska Trust dated November 30, 2016 ("Grantor") and T-Mobile West LLC, a Delaware Limited Liability Company ("Grantee").

WITNESSETH:

- A. Grantor is the owner of certain real property located 4355 US HWY 14-16, Clearmont, WY 82835 and legally described on **Exhibit A** attached hereto and incorporated herein by this reference ("the Land").
- B. Grantor is leasing a portion of the Land to Cellular Inc. Network Corporation d/b/a Verizon Wireless ("Verizon Wireless") pursuant to that certain Land Lease Agreement dated December 30, 2014 (the "Premises").
- C. Grantee will sublease a portion of the Premises (the "Subleased Premises") from Verizon Wireless pursuant to that certain Lease Supplement Agreement ("SLA") that will be executed subsequent to this Agreement.
- D. Grantor is willing to grant to Grantee, its employees, contractors, agents, invitees, public utilities and government entities ("Grantee Parties") a non-exclusive access and underground utilities easement to cross the Land and install utilities thereon, in connection with and as it pertains to the Grantee's operation and maintenance of a communication facility on the Subleased Premises, which Premises and Subleased Premises are depicted on **Exhibit B** hereto, and incorporated herein by this reference.

NOW THEREFORE, Grantor and Grantee for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged hereto agree as follows:

1. Grantor hereby conveys and grants to Grantee, its successors, agents, and assignees, and Grantee (on its behalf and on behalf of its successors, agents, lessees, sublessees, licensees, and assigns) accepts from Grantor, a non-exclusive access easement over, under, across and upon that certain portion of the Land more particularly described on

Exhibit B (the “Easement”) for the purpose of pedestrian and vehicular ingress and egress and utility installation, maintenance and operation to and from the Subleased Premises. Grantee shall have twenty-four (24) hour a day, seven (7) day a week access to the Subleased Premises at all times during the term of this Agreement. In non-emergency situations, the Grantee will notify the Grantor at least twenty-four (24) hours in advance of accessing the Subleased Premises. In emergency situations, the Grantee will make its best efforts to notify Grantor as soon as possible when accessing the Subleased Premises.

2. The term of this Agreement shall commence on the Effective Date and shall expire on the date on which the SLA expires or is terminated as permitted therein (the “Term”). Notwithstanding anything to the contrary contained herein, Grantee may terminate this Agreement upon thirty (30) days’ written notice to Grantor.
3. Upon the start of construction by Grantee on the Subleased Premises, Grantee shall pay Grantor a license fee in the amount of Four Hundred and 00/100 Dollars (\$400.00) per month (the “Easement Fee”). If the Agreement is terminated at a time other than the last day of the Term, the Easement Fee shall be prorated as of the effective date of termination or expiration of this Agreement.
4. The consents and rights granted herein are granted to Grantee, its successors, agents, , and assignees, and shall exist for only so long as the Subleased Premises is leased or owned by Grantee, its successors, agents, , or assignees and used to maintain and operate a tower, wireless, cellular, radio or similar facility, and this Agreement shall terminate as set forth above.
5. Grantee shall have the right to assign, transfer, convey, or otherwise transfer all or any portion of its interest, claims or rights in this Agreement in whole or part without notice to or consent from Grantor.
6. The benefits and obligations of the Easement granted herein shall be a covenant running with the Land, shall inure and be binding upon the successor, assigns and heirs of the parties hereto, and be appurtenant to and for the benefit of the Subleased Premises.
7. Grantor shall not use nor shall permit its successors or assigns or other grantees or invitees to use the Land in any manner that materially interfere with Grantee’s use of the Easement.

SIGNATURE PAGE TO FOLLOW



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and witnessed the day and date first above written.

GRANTOR: Gary G. Koltiska

By: Gary G. Koltiska

Name: Gary G. Koltiska Trust

Title: Trustee

Date: 12-7-17

GRANTOR: Vicki Jo Koltiska

By: Vicki Jo Koltiska

Name: Vicki J. Koltiska Trust

Title: trustee

Date: 12-7-17

GRANTEE: T-Mobile West LLC

By: [Signature]

Name: _____

Title: Daniel Bazerman
Area Director, Network Engineering & Ops
MountainWest/SouthWest

Date: 12/4/17

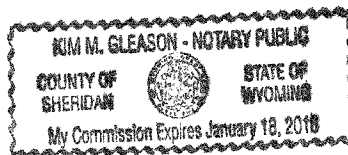
GRANTOR ACKNOWLEDGMENT

STATE OF Wyoming)
COUNTY OF Sheridan)

On December 7, 2017 before me, Kimi M. Gleason, the undersigned, a Notary Public in and for said State, personally appeared Gary G. Kottuska & Vicki J. Kottuska, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kimi M. Gleason
Name Kimi M. Gleason
(typed or printed)



(Seal)

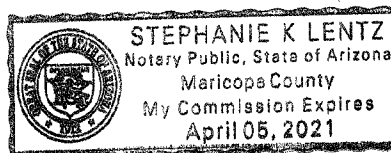
GRANTEE ACKNOWLEDGMENT

STATE OF Arizona)
COUNTY OF Maricopa)

On 12/4/17 before me, Stephanie K. Lentz, the undersigned, a Notary Public in and for said State, personally appeared Daniel Bazzerman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Stephanie K. Lentz
Name Stephanie K. Lentz
(typed or printed)



(Seal)



EXHIBIT A

THE LAND

**A tract of land located in part of Township 55 North, Range 79 West, 6th P.M.,
Sheridan County, Wyoming**

Section 23: All

Section 26: NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$

**Section 35: All that portion of the N $\frac{1}{2}$ NE $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$ lying North and West
of the Southeasterly right-of-way of the Chicago, Burlington and Quincy Railroad**

**Excepting from all lands, any portion of the land granted under an Act of
Congress for Railroad purposes.**

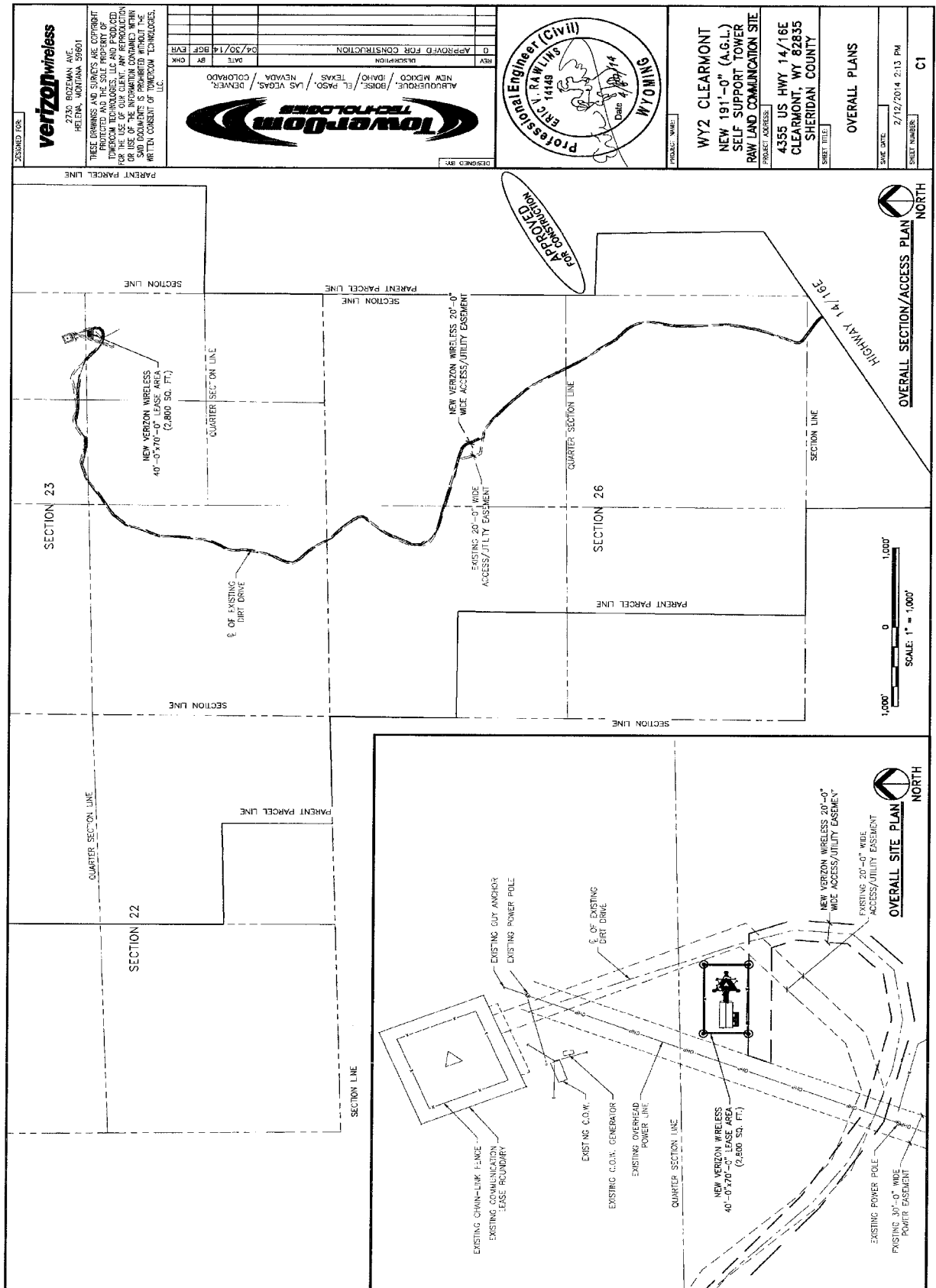


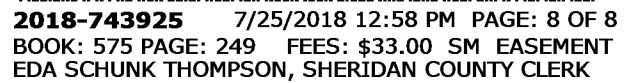
2018-743925 7/25/2018 12:58 PM PAGE: 6 OF 8
BOOK: 575 PAGE: 247 FEES: \$33.00 SM EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT B

THE PREMISES, SUBLEASED PREMISES AND EASEMENT

See Attached Drawing



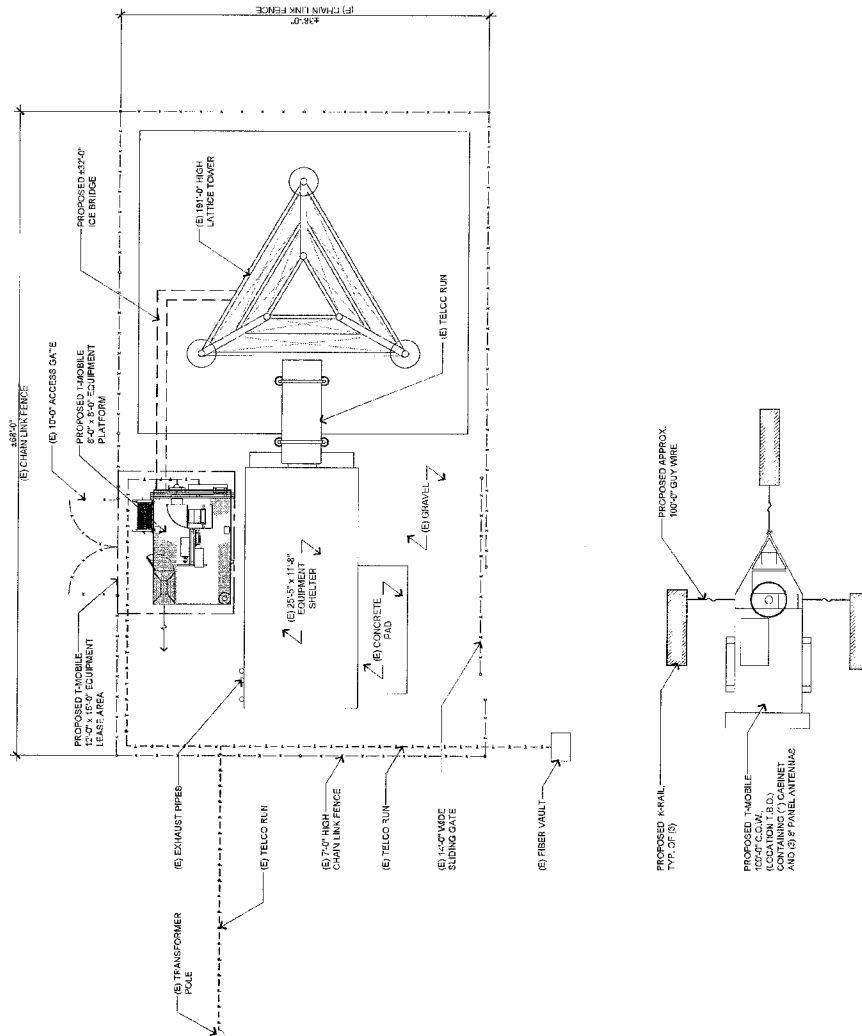


CLEARMONT - VERIZON

**4355 US HWY 14 / 16E
CLEARMONT, WY 82835**

SITE NUMBER: MT03015A

LATITUDE: 44.724890° LONGITUDE: -106.328872°



TOWER OWNER: VERIZON

SITE PLAN