

RECORDING INFORMATION ABOVE

R/W # 035904

EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of ONE hundred and
No/100ths Dollars (\$ 100.00) and other good and valuable
consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto
U S WEST Communications, Inc., a Colorado corporation, hereinafter referred to as "Grantee",
whose address is P.O. Box 428, Cheyenne WY 82001, its successors, assigns, lessees,
licensees and agents a perpetual easement to construct, reconstruct, modify, change, add to,
operate, maintain and remove such telecommunications facilities, electrical facilities and gas
facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and
across the following described land situated in the County of Sheridan, State
of Wyoming, which the Grantor owns or in which the Grantor has any interest,
to wit:

SEE EXHIBIT A/B ATTACHED HERETO AND BY THIS REFERENCE MADE A
PART HEREOF.

Grantor further conveys to Grantee the following incidental rights:

(1) A temporary right-of-way to be used during all periods of construction,
reconstruction, reinforcement, repair and removal upon a strip of land N/A feet wide on
the N/A side of, and a strip of land N/A feet wide on the N/A side of
said easement.

(2) The right of ingress and egress over and across the lands of Grantor to and from
the above-described property and the right to clear and keep cleared all trees and other
obstructions as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's
negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility
for pre-existing environmental contamination or liabilities.

Grantor reserves the right to occupy, use and cultivate said easement for all purposes not
inconsistent with the rights herein granted.

Grantor covenants that he/she/they is/are the fee simple owner of said land or in which the
Grantor has any interest and will warrant and defend title to the land against all claims.

Grantor hereby covenants that no excavation, building, structure or obstruction will be
constructed, erected, built or permitted on said easement area and no change will be made by
grading or otherwise to the surface or subsurface of the easement area or to the ground
immediately adjacent to the easement area.

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.

Grantee hereby releasing and waving all rights under and by virtue of home stead exemptions laws of
this state.

RECORDING INFORMATION ABOVE

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 judgment 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.

Dated this 8th day of April, 19 97.

Rajab Khan
Grantor Rajab Khan

Zarina Khan
Grantor Zarina Khan

Grantor

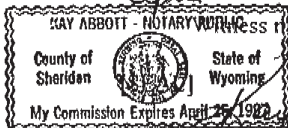
Grantor

(Individual Acknowledgment)

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Rajab Khan Zarina Khan this 8th day of April, 19 97.

Witness my hand and official seal.



Notary Public

Printed Name: Kay Abbott

My commission expires: 4-25-97

(Official name of company or Corporation)

By _____
Its _____

[SEAL]

Attest _____
Secretary of Corporation

(Corporate Acknowledgment)

STATE OF WYOMING)
) SS
COUNTY OF _____)

On this _____ day of _____, 19 _____, before me personally appeared _____, to me personally known who, being by me duly sworn upon oath did say that he/she is the _____ of _____, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said _____

acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

[SEAL]

Notary Public
Printed Name: _____
My commission expires: _____

R/W # 035904 Job # 727A043
Exchange SHERIDAN County Sheridan
1/4 Section NW1 Section 35 Township 56N Range 84W

EXHIBIT "A"

**Record Owner: Rajab & Zarina Khan
February 26, 1997**

Re: Telecommunications Easement

A telecommunications easement situated in Lot 13 and 14, Block 3, East Park Addition to the City of Sheridan, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 35, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said easement being more particularly described as follows:

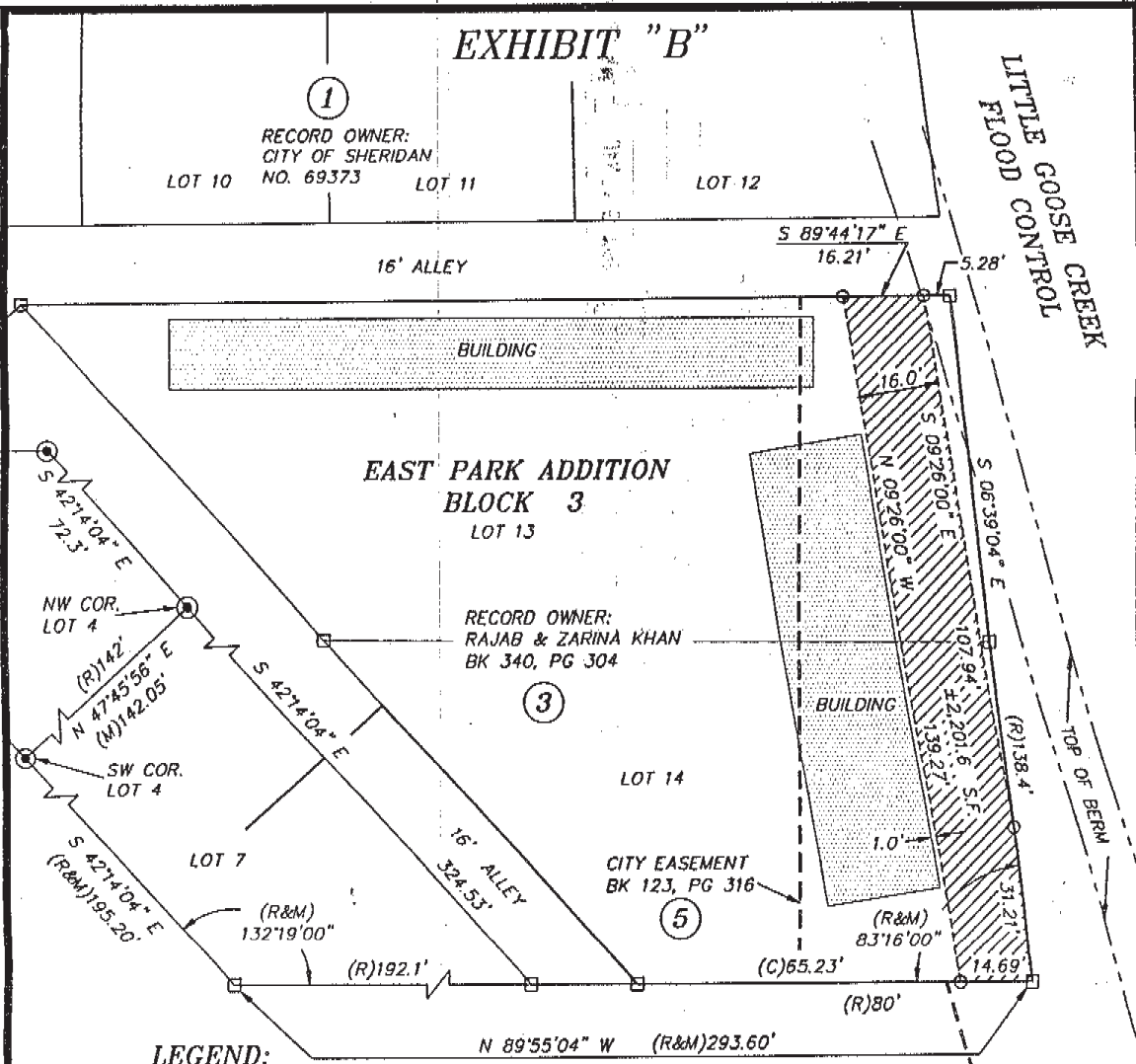
Commencing at the southeast corner of said Lot 14, Block 3, East Park Addition; thence N89°55'04"W, 14.69 feet along the south line of said Lot 14, Block 3 to a point; thence N09°26'00"W, 139.27 feet to a point, said point lying on the north line of said Lot 13, Block 3, East Park Addition; thence S89°44'17"E, 16.21 feet along the north line of said Lot 13, Block 3 to a point; thence S09°26'00"E, 107.94 feet to a point, said point lying on the east line of said Lot 14, Block 3; thence S06°39'04"E, 31.21 feet along the east line of said Lot 14, Block 3 to the POINT OF BEGINNING of said easement.

Said Telecommunications Easement contains 2,201.6 square feet of land, more or less.

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

Row-035904

EXHIBIT "B"



LEGEND:

- ⊙ FOUND 5/8" REBAR
- CALCULATED POSITION/NOTHING FOUND OR SET
- (M) MEASURED
- (R) RECORD
- (C) CALCULATED
- PROPERTY LINE
- - - CITY OF SHERIDAN FLOOD CONTROL EASEMENT LINE
- - - EASEMENT RIGHT OF WAY LINE THIS EXHIBIT
- ~~~~~ EASEMENT THIS EXHIBIT

SEE DEED OF RECORD IN U.S. WEST INDEX BOOK, ALSO FILED AT THE SHERIDAN COUNTY COURTHOUSE UNDER BOOK AND PAGE.

CITY OF SHERIDAN
WASHINGTON PARK

SURVEYOR'S CERTIFICATE

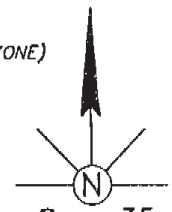
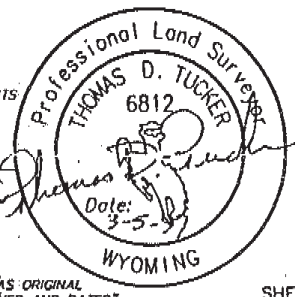
STATE OF WYOMING :ss
COUNTY OF SHERIDAN

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

Thomas D. Tucker
THOMAS D. TUCKER WY P.L.S. 6812

Date: 2-24-97
Job No. 727A043
RL No.

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



Sec. 35
(NE1/4NW1/4)
T-56-N
R-84-W

SCALE: 1" = 30'
SHERIDAN COUNTY, WYOMING



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

JN: 97001
DN: 97/970010E1

U.S. WEST Communications, Inc.
EXHIBIT FOR RIGHT OF WAY NO. 035904
GRANTOR RAJAB & ZARINA KHAN