

RECORDING INFORMATION ABOVE

R/W # 36295

EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of Ten and
No/100ths Dollars (\$ 10.00) 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 1801 California St., Suite 5100, Denver CO 80202, 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 Feb 11 day of _____, 19 98

Trigg Marquiss
Grantor Trigg Marquiss

(Official name of company or Corporation)

Grantor ~~Denise Marquiss~~ TM

By _____
Its _____

Grantor

{ S E A L }

Grantor

Attest _____
Secretary of Corporation

(Individual Acknowledgment)

(Corporate Acknowledgment)

STATE OF WYOMING }
COUNTY OF CAMPBELL } ss

STATE OF WYOMING }
COUNTY OF _____ } ss

The foregoing instrument was
acknowledged before me by Trigg
~~Denise~~ Marquiss this 11th day of
February, 1998.
Witness my hand and official seal.

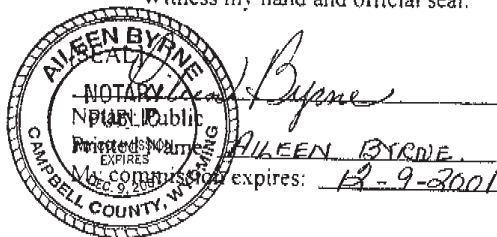
On this _____ day of _____,
19 _____, before me personally appeared
_____, to me
personally known who, being by me duly
sworn upon oath did say that he/she is the
_____ of
_____, that
the seal affixed to the foregoing instrument
is the corporate seal of said corporation and
that said instrument was signed 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 # 36295 Job # 727A610
Exchange Story County Sheridan
1/4 Section NE 1/4 Section 13 Township 53N Range 84W
6TH

EXHIBIT "A"

Record Owner: Trigg & Denise Marquiss
September 18, 1997

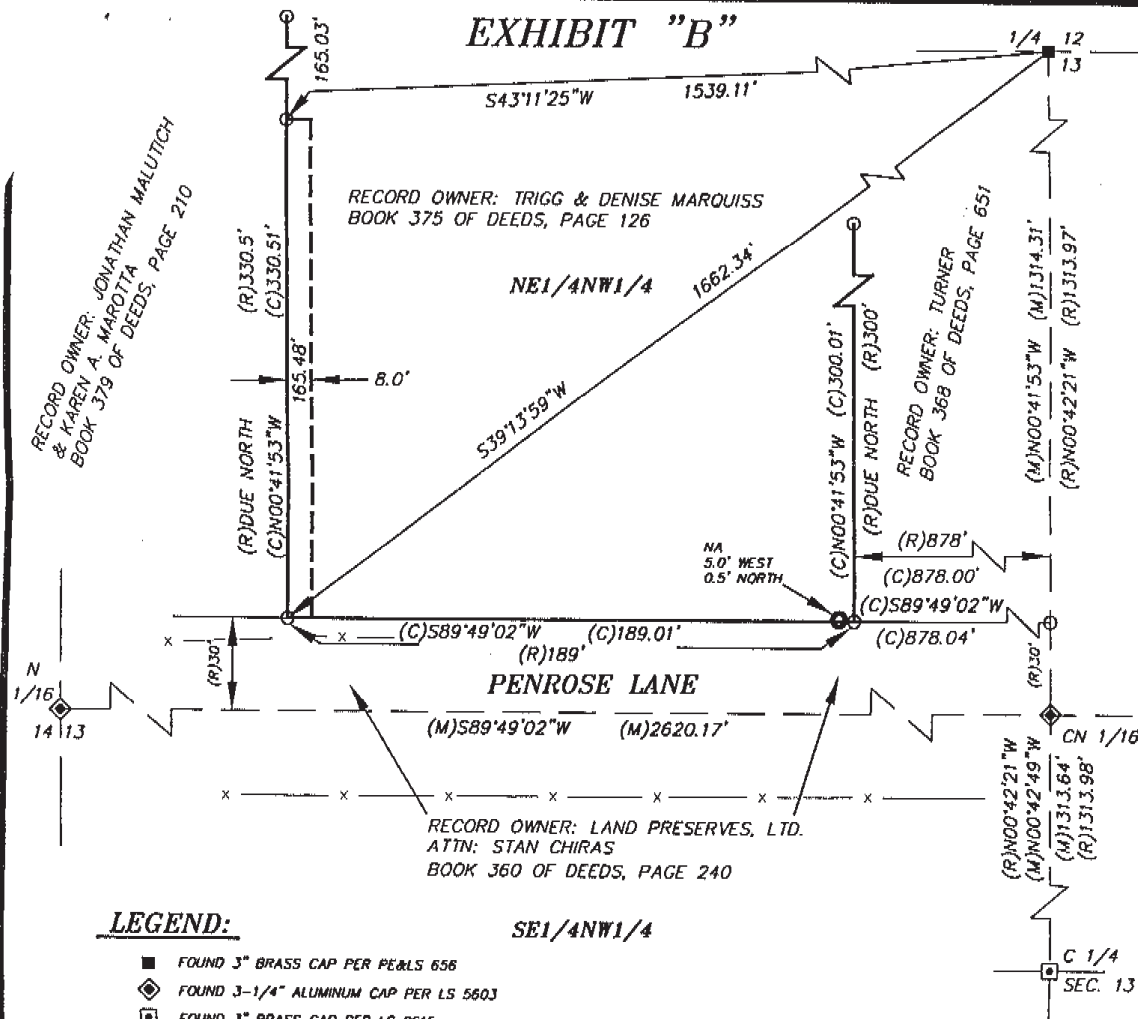
Re: Telecommunications Strip Easement

A telecommunications easement being a strip of land eight (8) feet wide situated in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 53 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 west line of said strip being more particularly described as follows:

Commencing at the north quarter corner of said Section 13 (Monumented with a 3" Brass Cap Per P.E. & L.S. 656); thence S39°13'59"W, 1662.34 feet to the **POINT OF BEGINNING**, said point being the southwest corner of a tract of land described in Book 375 of Deeds, Page 126; thence N00°41'53"W, 165.48 feet along the west line of said strip and west line of said tract described in Book 375 of Deeds, Page 126 to the **POINT OF TERMINUS**, said point being S43°11'25"W, 1539.11 feet from said north quarter corner of Section 13.

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

EXHIBIT "B"



LEGEND:

- FOUND 3" BRASS CAP PER P&LS 656
- ◆ FOUND 3-1/4" ALUMINUM CAP PER LS 5603
- ▣ FOUND 3" BRASS CAP PER LS 2615
- FOUND 1" IRON PIPE (NOT ACCEPTED)
- NOTHING FOUND/NOTHING SET
- (R) RECORD
- (M) MEASURED
- (C) CALCULATED
- NA NOT ACCEPTED

- PROPERTY/DEED LINE
- INTERIOR SECTION LINE
- SECTION LINE
- EASEMENT RIGHT OF WAY LINE THIS EXHIBIT
- x-x-x-x- FENCE LINE

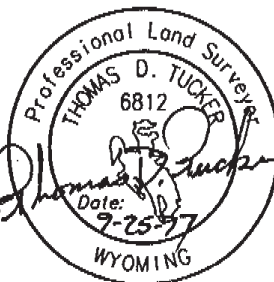
BASIS OF BEARING IS
WYOMING STATE PLANE (EAST CENTRAL ZONE).

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: SEPTEMBER 10, 1997

Job No. 727A610

RL No. _____

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

Sec. 13
(NE 1/4 NW 1/4)
T-53-N
R-84-W

SCALE: 1" = 50'

SHERIDAN COUNTY, WYOMING

U.S. WEST Communications, inc.
EXHIBIT FOR RIGHT OF WAY NO. _____
GRANTOR TRIGG & DENISE MARQUISS



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

JN: 97084
DN: 97/97084E2