

QUIT CLAIM DEED OF EASEMENT

THIS QUIT CLAIM DEED OF EASEMENT made this 13th day of September, 1991, by and between SHERIDAN ENTERPRISES, INC., a California corporation, (hereinafter called "Sheridan") and RANGE TELEPHONE COOPERATIVE, INC., a Montana corporation, (hereinafter 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 follows:

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

Section 14: S1NW1
Section 15: S1NE1, NW1NE1, SE1NW1

(hereinafter the "parcels") situated in Sheridan County, 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 one 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 for the limited purpose of exercising the above rights; 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 utility lines caused by Range Telephone.

Sheridan excepts and reserves for itself, its successors and assigns, to the extent of its interest therein, 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 and which do not unreasonably 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 future coal mining operations may be conducted on and underneath the premises and in the vicinity of the Premises. 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, sublessees, employees, agents, successors and assigns against and from any and all claims, demands, liability, costs and expenses (including reasonable attorney fees) or damages 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.

(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. Range Telephone shall execute and deliver to Sheridan, or any successor in interest, any document, suitable for recording, necessary to document the termination of such rights.

(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) RELOCATION OF EXISTING LINE. It is acknowledged that the Easement granted hereby is for the construction of a telephone transmission line that will replace an existing telephone transmission line located on the premises, for which Sheridan or its predecessor-in-title have previously granted an easement to Range Telephone. Range Telephone's rights in and to the previously granted easement are hereby terminated, to the extent that such existing telephone transmission line is relocated to the easement granted hereby. Range Telephone shall promptly provide Sheridan a recordable document surrendering and terminating Range Telephone's rights in those portions of the previously existing easement from which the telephone transmission line is relocated.

(7) 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 sublessees 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]
ITS: Vice President

RANGE TELEPHONE COOPERATIVE, INC.



BY: [Signature]
ITS: Pres.

STATE OF KENTUCKY
COUNTY OF FAYETTE

I, Freeland Davis, a Notary Public of said County, do certify that Jo Ellen Davis who signed the writing hereto annexed, bearing date the 13th day of September, 1991, 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: May 16, 1995
Given under by hand this 13 day of September, 1991.

[Signature]
Notary Public

STATE OF MONTANA
COUNTY OF ROSEBUD

I, Timothy P. Green, a Notary Public of said County, do certify that Robert Adams who signed the writing hereto annexed, bearing date the 13th day of September, 1991, 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: Feb. 21, 1993
Given under by hand this 13 day of September, 1991.



Timothy P. Green
Notary Public

Addendum to the right-of-way easement from Sheridan Enterprises Inc. for a buried telecommunications cable, according to Wyoming state law.

Commencing at the East 1/16 marker of the NW 1/4 of Sec 15 T53N R81W of the principal meridian, Wyoming, thence 90°00' West for a distance of 210 feet to the point of beginning of the center line of the buried telecommunications cable (EXHIBIT A) thence South 52°00' East for a distance of 310 feet, thence South 67°80' East for a distance of 720 feet, thence South 81°10' East for a distance of 230 feet, thence North 86°20' East for a distance of 460 feet, thence South 53°90' East for a distance of 480 feet, thence South 72°60' East for a distance of 270 feet, thence South 84°00' East a distance of 300 feet, thence South 66°10' East a distance of 450 feet to a point of exit from the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, and a point of entry into Section 14, Township 53N, Range 81W, 380 feet, North 0°00' of the West 1/4 marker, thence South 50°80' East a distance of 480 feet, thence 90°00' East a distance of 1710 feet, adjacent to, and North of Sheridan County road (Box Elder), No. 171, to exit the SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14 onto adjacent Highway 14 right-of-way.

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

"EXHIBIT A"
Sheet 1 of 1

TOWNSHIP 53N
RANGE 81W



