

RECORDING INFORMATION ABOVE

R/W # 36669

EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of TEN
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, hereafter 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 damages 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.

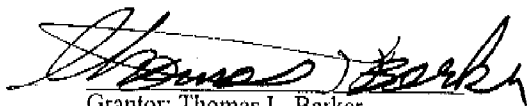
The rights, conditions and provisions of this easement shall inure to the benefit of and be binding
upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Page 1 of 2 TS CB
Initial

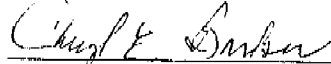
RECORDING INFORMATION ABOVE

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 26 day of December, 1998.



Grantor: Thomas L. Barker



Grantor: Cheryl E. Barker

(Official name of company or Corporation)

By _____
Its _____

[SEAL]

Attest _____
Secretary of Corporation

Grantor: _____

Grantor: _____

(Corporate Acknowledgment)

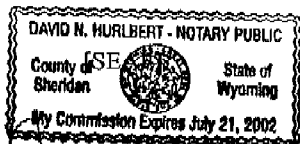
(Individual Acknowledgment)

STATE OF Wyoming }
COUNTY OF Sheridan } ss

The foregoing instrument was acknowledged before me this 26 day of December, 1998, by Thomas L. Barker and Cheryl E. Barker.

STATE OF _____ }
COUNTY OF _____ } ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by _____ of _____ a _____ corporation, on behalf of the corporation.



Notary Public

My commission expires 7/21/02.

[SEAL]

Notary Public

My commission expires _____.

Thomas L. Barker and Cheryl E. Barker, 80 Owl Creek Road, Sheridan, WY 82801

R/W# 36669

Exchange Sheridan

1/4 Section NW4

Section 2

Job # 427A388

County Sheridan

Township 55N

Range 85W

EXHIBIT "A"

Record Owner: Thomas L. & Cheryl E. Barker
November 27, 1998

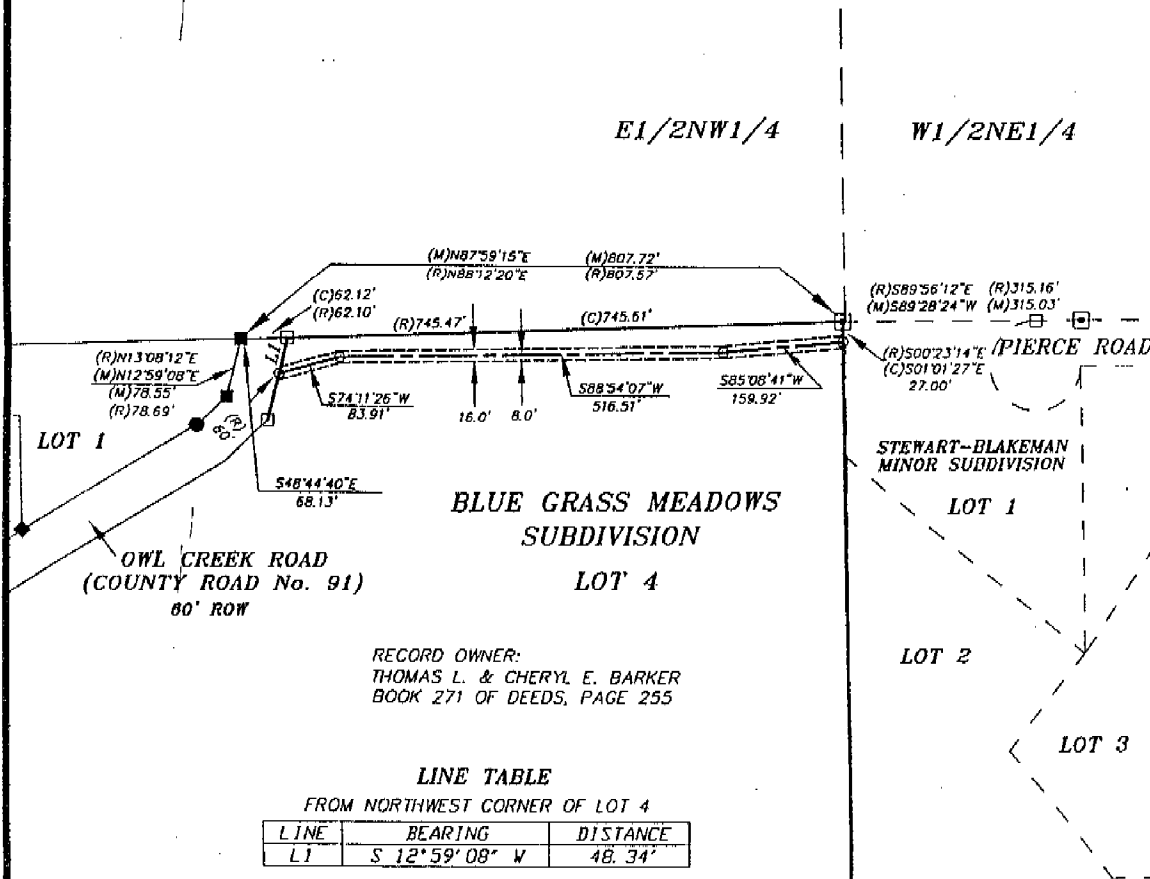
Re: 16.0' Telecommunications Centerline Easement

A telecommunications easement sixteen (16) feet wide, being eight (8) feet each side of the following described centerline situated in Lot 4 of the Blue Grass Meadows Subdivision, Sheridan County, Wyoming, as shown on Exhibit "B" attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the northeast corner of said Lot 4, Blue Grass Meadows Subdivision (Monumented with 5/8" Rebar Per PE&LS 537); thence S01°01'27"E, 27.00 feet along the common boundary between Lot 1, Stewart-Blakeman Minor Subdivision and said Lot 4 to the **POINT OF BEGINNING**, of said centerline; thence S85°08'41"W, 159.92 feet along said centerline to a point; thence S88°54'07"E, 516.51 feet along said centerline to a point; thence S74°11'26"W, 83.91 feet along said centerline to the **POINT OF TERMINUS**, said point lying on the easterly right of way line of Owl Creek Road (AKA County Road No.91) and being S48°44'40"E, 68.13 feet from the northeast corner of Lot 1, Blue Grass Meadows Subdivision (Monumented with Plastic Cap Per LS 2615).

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

EXHIBIT "B"



LEGEND:

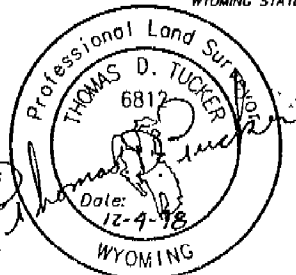
- FOUND PLASTIC CAP PER PLS 2615
 - ◆ FOUND PLASTIC CAP PER PLS 529
 - FOUND 5/8" REBAR
 - ⊠ FOUND 5/8" REBAR PER P&LS 537
 - NOTHING FOUND/NOTHING SET
 - CALCULATED POSITION
 - (R) RECORD
 - (M) MEASURED
 - (C) CALCULATED
- EASEMENT RIGHT OF WAY LINE THIS EXHIBIT
 ----- CENTERLINE OF EASEMENT THIS EXHIBIT
 ----- SECTION LINE
 ----- INTERIOR SECTION LINE
 ----- STEWART-BLAKEMAN MINOR SUBDIVISION/LOT LINE
 ----- BLUE GRASS MEADOWS SUBDIVISION/LOT LINE

SURVEYOR'S CERTIFICATE

STATE OF WYOMING :ss
COUNTY OF SHERIDAN

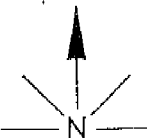
I, THOMAS D. TUCKER A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION

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



Date: NOVEMBER 27, 1998
Job No. 427A388
RL No. _____

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



Sec. 2
(E1/2NW1/4)
T-55-N
R-85-W

SCALE: 1" = 200'

SHERIDAN COUNTY, WYOMING



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

JN: 98055
DN: 98/98055E1

U.S. WEST Communications, inc.
EXHIBIT FOR RIGHT OF WAY NO. 36669
GRANTOR THOMAS L. & CHERYL E. BARKER