RECORDED JUNE 13, 2000 BK 415 PG 389 NO 349057 AUDREY KOLTISKA, COUNTY CLERK

RECORDING INFORMATION ABOVE
R/W#
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 <u>"A"</u> 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 <u>at the grantee's expense</u> 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. <u>Additionally access shall be by most direct route possible and shall use existing parking and sidewalk areas when available.</u>
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

RG 01-0262 (1-96)

upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

RECORDING	INFORMA	TION	AROVE

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 thisday of	(Official name of company or Corporation)
SSN: 520-21-8345 Grantor:	By
Grantor:	[SEAL]
Grantor:	Attest Secretary of Corporation
(Individual Acknowledgment)	(Corporate Acknowledgment)
STATE OF Wyoming State of Sheridan State of Wyoming	STATE OF
R/W#Exchange Sheridan '/4 Section SW4 Section 27 RG 01-0262	Job # 927A645 County Sheridan Township 55N Range 84W

EXHIBIT "A"

Record Owner: Justin Roy Olson October 08, 1999

Re: 16.0' Telecommunications Easement

A telecommunications easement sixteen (16) feet wide, being eight (8) feet each side of the following described centerline situated in the SW\s\S\W\s of Section 27, Township 55 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; said centerline being more particularly described as follows:

Commencing at the west quarter corner of said Section 27; thence S04°54'46"E, 1601.28 feet to the POINT OF BEGINNING, said point lying on the north line of a tract of land described in Book 343 of Deeds, Page 273; thence N31°57'22"E, 17.79 feet along said centerline to the POINT OF TERMINUS, said point lying on the south line of Tract "B" of the Kaul Minor Subdivision and being S05°17'53"E, 1587.08 feet from said west quarter corner of Section 27.

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

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SHERIDAN, WY 82801 307-672-7415 FAX 674-5000

JN: 99082 DN: 99/99082E2

EXHIBIT FOR RIGHT OF WAY NO. 36933 JUSTIN ROY OLSON GRANTOR _

SHERIDAN COUNTY