

RECORDING INFORMATION ABOVE

R/W # _____

EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of Five hundred and
no/100ths Dollar(s) (\$ 500.00) 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 Street, 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 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 _____
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 judgement 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 7 day of February, 2000.

THE HOMER ROLLINS SCOTT TRUST

Grantor

Homer A. Scott, Jr.

Grantor Homer A. Scott, Jr. Trustee

Grantor

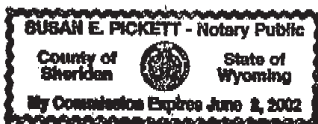
Grantor

(Individual Acknowledgement)

STATE OF WYOMING }
COUNTY OF Sheridan }SS

On the 7 day of February, 2000, personally appeared before me Homer A. Scott, Trustee

_____, the signer(s) of the above instrument, who duly acknowledged to me that he/she executed same.



[SEAL]

Susan Pickett

Notary Public

My commission expires: 6/1/02

(Official name of Company or Corporation)

By

Its

[SEAL]

Attest

Secretary of Corporation

(Corporate Acknowledgement)

STATE OF WYOMING }
COUNTY OF _____ }SS

On the _____ day of _____, 2000, personally appeared before me _____

who, being by me duly sworn (or affirmed) did say that he/she is the _____ of _____

(naming the corporation) and that said instrument was signed on behalf of said corporation by authority of its bylaws (or a resolution of the board of directors, as the case may be) and said _____

_____ acknowledged to me that said corporation executed the same.

[SEAL]

Notary Public

My commission expires: _____

R/W # 36993

Job # 927B119

Exchange Sheridan

County Sheridan

1/4 Section SE Section 35 Township 56 N Range 84 W 6 TH P.M.

Page 2 of 2

EXHIBIT "A"

**Record Owner: First Interstate Bank of Commerce as Trustee
of the James Marshall Scott Trust
December 01, 1999**

Re: 16.0' Wide Telecommunications Easement

A telecommunications easement being a strip of land sixteen (16.0) feet wide situated in Lot 8, Block 1, Replat of Sugarland South Addition to the City of Sheridan, Sheridan County, Wyoming, as shown on Exhibit "B" attached hereto and by this reference made a part hereof; the south line of said strip being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 8; thence along the south line of said Lot 8 and the south line of said strip, S89°37'05"W, 130.78 feet to the **POINT OF TERMINUS** of said easement, said point lying on the east line of an existing thirty (30) foot wide utility easement.

Said strip contains 2,093 square feet of land, more or less.
Basis of Bearings is Wyoming State Plane (East Central Zone).

EXHIBIT "B"

REPLAT OF
SUGARLAND SOUTH ADDITION
LOT 8, BLOCK 1

RECORD OWNER:
FIRST INTERSTATE BANK OF COMMERCE
AS TRUSTEE (BOOK 342, PAGE 347)
JAMES MARSHALL SCOTT TRUST

15.0' 
2,093 SQUARE FEET

REPLAT OF
SUGARLAND SOUTH ADDITION
LOT 7, BLOCK 1

MINOR SUBDIVISION OF LOTS 3 AND 5, BLOCK 1
OF THE REPLAY OF
SUGARLAND SOUTH ADDITION
TRACT 54

HOLLY SUGAR TRACT

LEGEND:

- ☒ FOUND HIGHWAY RIGHT OF WAY MONUMENT
☒ FOUND ALUMINUM CAP PER LS 6394
☒ FOUND 5/8" REBAR
☐ NOTHING FOUND/NOTHING SET (CALCULATED POSITION)
 (R) RECORD
 (R*) RECORD PER HIGHWAY RIGHT OF WAY PLANS
 (M) MEASURED
 (C) CALCULATED
 NA NOT ACCEPTED
 _____ PROPERTY/LOT LINE
 - - - - - 16.0' TELECOMMUNICATION EASEMENT LINE
 - - - - - EXISTING 30' UTILITY EASEMENT LINE
 _____ HIGHWAY RIGHT OF WAY LINE
 _____ INTERIOR SECTION LINE
 ZZZZ 16.0' TELECOMMUNICATION EASEMENT

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. Quaker

THOMAS D. TUCKER NY P.L.S. 6812

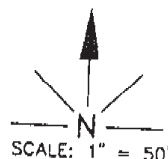
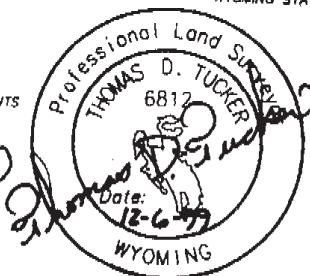
Date: NOVEMBER 23, 1999

Job No. 9278119

RL No.

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

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



SCALE: 1" = 50'

Sec. 35

NW1/4SE1/4

T-56-N

R-84-W

SHERIDAN COUNTY, WYOMING

U.S. WEST Communications, inc.
EXHIBIT FOR RIGHT OF WAY NO. 36993
GRANTOR FIRST INTERSTATE BANK OF
COMMERCE AS TRUSTEE

JN: 99104
DN: 99/99104E1



RESTFELDT
SURVEYING

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