

RECORDING INFORMATION ABOVE

R/W # 36614

Telephone Facilities
EASEMENT AGREEMENT

gw

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:

gw
gw
gw

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.

gw

(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.~~

gw

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.

grant others the right to use gw

~~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.~~

gw

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.

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 Feb, 1999.

WESCO, LLC
a Wyoming Limited Liability Company

By: James Todd Warren
Its: Manager

(Official name of company or Corporation)

By _____
Its _____

[SEAL]

Attest _____
Secretary of Corporation

(Acknowledgment)

STATE OF Wyoming }
 } ss
COUNTY OF Sheridan }

The foregoing instrument was acknowledged before me this 26 day of February, 1999, by James Todd Warren as Manager on behalf of the company.

[SEAL]

Charles R. Hart

Notary Public
My commission expires _____



WESCO, LLC, P.O. Box 6122, Sheridan, WY 82801

(Corporate Acknowledgment)

STATE OF _____ }
 } ss
COUNTY OF _____ }

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

[SEAL]

Notary Public
My commission expires _____

R/W# 36614
Exchange Sheridan
¼ Section SE

Section 2

Job # 827B121
County Sheridan
Township 55N

Range 84W

EXHIBIT "A"

Record Owner: Wesco, LLC
October 27, 1998

Re: Telecommunications Easement

A telecommunications easement situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2, 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 telecommunications easement being more particularly described as follows:

BEGINNING at the southeast corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap Per LS 2615); thence N89°30'47"W, 16.00 feet along the north line of a sixty (60) feet wide easement described in Book 350 of Deeds, Page 200 to a point; thence N45°29'20"E, 22.63 feet to a point, said point lying on the east line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ and also lying on the west line of Dry Ranch Road (A.K.A. County Road 119); thence S00°29'27"W, 16.00 feet along said east line and said west line of Dry Ranch Road to the **POINT OF BEGINNING**.

Said telecommunications easement contains 128 square feet of land more or less.

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

EXHIBIT "B"

LEGEND:

◆ FOUND 3" BRASS CAP PER LS 2615
 ■ FOUND 3-1/4" ALUMINUM CAP PER LS 2615
 ○ NOTHING FOUND/NOTHING SET
 (R) RECORD
 (M) MEASURED
 (C) CALCULATED

UTILITY EASEMENT RIGHT OF WAY LINE
SECTION LINE
COUNTY ROAD RIGHT OF WAY LINE
60' EASEMENT LINE
RIGHT OF WAY LINE-VACATED DRY RANCH ROAD

RECORD OWNER: WESCO, LLC
BOOK 383 OF DEEDS, PAGE 440.

NE1/4SE1/4

DRY RANCH ROAD
(AKA COUNTY ROAD 119)

(R)40'

COUNTY COMMISSIONERS RECORD
BOOK 4, PAGE 256

N45°29' ±128 S.F.
16.00'

N89°30'47"W

(R)20

VACATED PORTION
OF
DRY RANCH ROAD
BOOK 8, PAGE 56B

NE1/4SE1/4

60' INGRESS, EGRESS
UTILITIES AND TELEVISION
SERVICE EASEMENT
BOOK 350 OF DEEDS, PAGE 200.

11 | 12

2 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 WY P.L.S. 6812

Date: 10-26-98

Job No. 827B121

RL No. _____

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

Sec. 2
(NE1/4SE1/4)

T-55-N

R-84-W

SCALE: 1" = 10'

SHERIDAN COUNTY, WYOMING

U.S. WEST Communications, Inc.

EXHIBIT FOR RIGHT OF WAY NO. 36614

GRANTOR WESCO, LLC



RESTFELDT
SURVEYING

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

JN: 98099
DN: 98/98099E1