

RECORDING INFORMATION ABOVE

R/W # 36141

EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of One Hundred  
Dollars \$100.00 ) 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 8 feet wide on  
the North side of, and a strip of land 8 feet wide on the South 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.

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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 12<sup>th</sup> day of Aug, 1997.

X Larry N. Wisch  
 Grantor Larry N. Wisch 507-52-9810  
 X Margaret A. Wisch  
 Grantor Margaret A. Wisch 507-64-3863

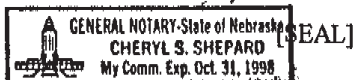
Grantor

Grantor

(Individual Acknowledgment)

STATE OF Nebraska }  
 COUNTY OF Lincoln } ss

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 1997, by Larry + Margaret Wisch



Cheryl S. Shepard  
 Notary Public  
 My commission expires 10/31/98

(Official name of company or Corporation)

By \_\_\_\_\_  
 Its \_\_\_\_\_

[SEAL]

Attest \_\_\_\_\_  
 Secretary of Corporation

(Corporate Acknowledgment)

STATE OF \_\_\_\_\_ }  
 COUNTY OF \_\_\_\_\_ } ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of the corporation.

[SEAL]

Notary Public  
 My commission expires \_\_\_\_\_

R/W# 36141  
 Exchange STORY  
 1/4 Section NE4 Section 18

Job # 727A157  
 County SHERIDAN  
 Township 53N Range 83W

**EXHIBIT "A"**

**Record Owner: Lany N. & Margaret A. Wisch**  
**May 29, 1997**

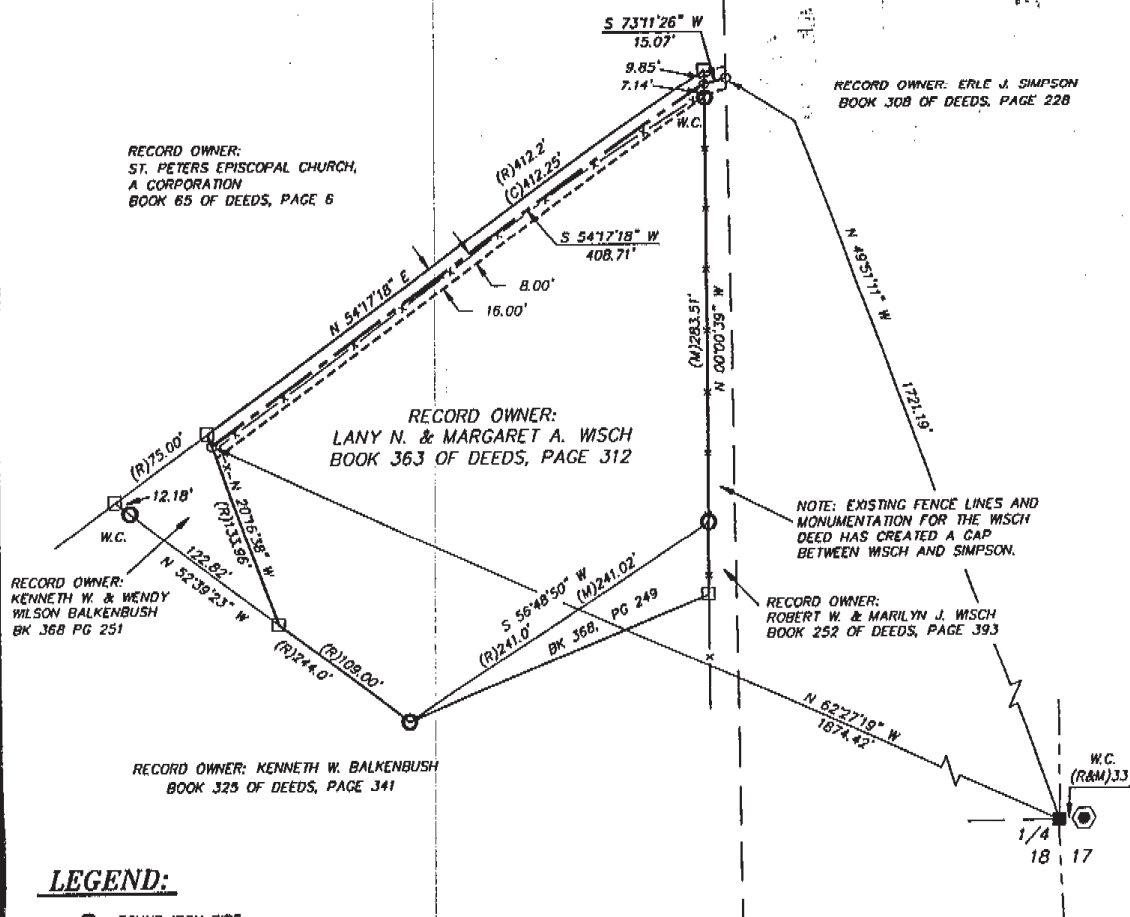
**Re: Telecommunications Centerline Easement**

A telecommunications easement sixteen (16) feet wide, being eight (8) feet each side of a centerline situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 18, Township 53 North, Range 83 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 east quarter corner of said Section 18 (Monumented with a 3/4" Aluminum Cap Per P.L.S. 6812); thence N49°51'11"W, 1721.19 feet to the **POINT OF BEGINNING** of said centerline, said point lying on the east line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence S73°11'26"W, 15.07 feet along said centerline to a point, said point lying on the east line of a tract of land described in Book 363 of Deeds, Page 312; thence S54°17'18"W, 408.71 feet along said centerline to the **POINT OF TERMINUS**, said point lying on the east line of a tract of land described in Book 368 of Deeds, Page 251 and being N62°27'19"W, 1874.42 feet from said east quarter corner of Section 18.

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

## EXHIBIT "B"

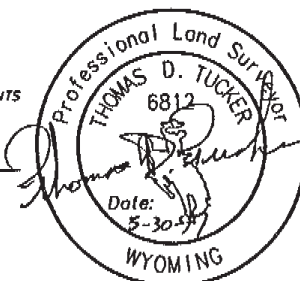


## SURVEYOR'S CERTIFICATE

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



Sec. 18  
(SW1/4NE1/4)  
T-53-N  
R-83-W

SCALE: 1" = 100'

SHERIDAN COUNTY, WYOMING

Date: MAY 28, 1997

Job No. 727A157

RL No.

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

U.S. WEST Communications, inc.  
EXHIBIT FOR RIGHT OF WAY NO. 36141  
GRANTOR LANY N. & MARGARET A. WISCH



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

JN: 97009  
DN: 97/97009E2