

WARRANT

The undersigned grantor(s) for and in consideration of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to U S WEST COMMUNICATIONS, INC., a Colorado corporation, (Grantee) whose address is 6101 Yellowstone Road, Cheyenne, Wyoming 82009, its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, operate, maintain and remove such telecommunications facilities as Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

A strip of land ten (10) feet wide being five (5) feet on each side of a centerline across a portion of the N1/2NW1/4, SW1/4NW1/4 Section 29, E1/4SE1/4 Section 19, E1/2NE1/4 Section 30 T. 56 N., R. 84 W. of the 6th P. M. Said centerline being more particularly shown on the attached exhibit for right-of-way number 33855 and hereby made a part hereof. Said centerline being parallel to and twelve (12) feet away from the centerline of the existing Water Treatment Plant access road.

situate in the County of Sheridan, State of Wyoming hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property as further stipulated below, and the right to clear and keep cleared all trees and other obstructions.

Provided, that Grantors shall have the right to fully use and enjoy said premises, except as the same may be necessary for the purposes herein granted the said Grantee, and to cultivate, plant and irrigate the same; but Grantors agree not to build, create or construct any obstruction, works or other structure over said communication facilities, nor grant permission for the same to be done by others, except as may be agreed to in writing by the Grantee.

It is further provided and agreed, as part of the consideration for the right-of-way granted hereby as follows, to wit:

Grantee hereby agrees to pay any damages which may arise to crops, pasture, fences or buildings of said Grantors from the exercise of the rights herein of said line or lines, and any fixtures appurtenant thereto, any future construction which might be agreed upon by the parties, or the maintenance, repair, operation or removal thereof.

Grantee agrees that any communication facilities constructed under said right-of-way shall, at the time of construction thereof, be buried to a depth of at least two (2) feet, except manhole openings, and will return the areas covered by its right-of-way and used during construction in as near the original condition as possible, after construction has been completed. All meadow lands, hay lands and pasture lands will be reseeded after construction is completed and the cost of seeding, fertilizing, watering, and the labor associated with the same, including effective weed control, shall be considered as one of the elements of damage and the obligation of Grantee. Any boulders or coarse gravel that were not originally upon the surface of the right-of-way shall be moved. All terracing cut, removed or otherwise damaged, shall be returned to its original or better condition.

Before any division or cross fence belonging to Grantors is cut, Grantee shall cause sturdy braced posts to be placed on either side of the right-of-way, said braced posts to be butt-treated 3 1/2 feet, set at least 3 feet in the ground, and braced and crossbraced as requested by Grantors. All existing fences which interfere with the construction operation shall be maintained by Grantee until the completion of the work affected thereby, unless written permission is obtained from the owner to dismantle such fence for any agreed period of time; and upon completion of construction work, Grantee shall cause all fences to be restored to their original or to a better condition in quality.

Grantee agrees, as part of its construction procedure, to push a pipe under all main ditches, streams and roads and in the event a pipe is not pushed under secondary ditches, then all disturbed soil within a distance of tripe the width of the ditch from the center thereof shall be thoroughly tamped as the soil is being replaced.

Except as otherwise agreed between the parties, Grantee and its Agents shall enter and leave the fee property of Grantors along the right-of-way line, and shall install and use gates in entering and leaving the property of Grantors.

Grantee agrees that it will cooperate as far as possible to the end that the construction, or maintenance and repair, of the communication facilities under said right-of-way will not interfere with the irrigation of crops, and that if such interference does occur, Grantors shall be compensated for any damage resulting.

It is further understood and agreed by and between the parties hereto as follows, to wit:

That in the event Grantee ceases to use and operate said communication facilities for a period of two (2) consecutive years, this right-of-way agreement shall terminate and Grantee shall have no further right hereunder, except that if said right-of-way is terminated by reason of non-use or by express agreement of the parties, then upon written notice from Grantors, Grantee shall, within six months from the date said written notice is postmarked, remove such communication facilities from the premises of Grantors or their successors in interest and in the event Grantee fails to effect such removal within said period, then Grantors or their successors in interest shall become full owners of said communication facilities and Grantee shall have no further interest therein.

That the consideration recited in this right-of-way agreement is merely for the purpose of securing said right-of-way and that in addition to the consideration herein recited, Grantors shall be fully reimbursed for any and all damages, losses and costs sustained by Grantors as a result of the construction and laying of said communication facilities or the maintenance, repair or removal thereof, together with the damage, if any, resulting to the lands of Grantors by reason of said communication facilities easement, and in the event the parties hereto are unable to agree as to the amount of such damages, losses and costs, 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.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed and delivered this 27<sup>th</sup> day of May 1994  
Donald H. Roberts  
Erma M. Roberts

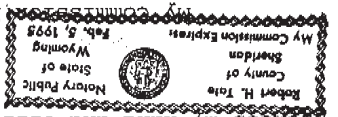
STATE OF Wyoming )  
COUNTY OF Sheridan ) ss.

the foregoing instrument was acknowledged before me this 27<sup>th</sup> day of May 1994

By Donald H. Roberts and Erma M. Roberts

Grantor(s)

Witness my hand and official seal:



Notary Public

Robert H. Tope

