

**EXCLUSIVE
UTILITY, ROAD, AND SITE RIGHT-OF-WAY
AND EASEMENT AGREEMENT**

THIS AGREEMENT ("AGREEMENT") is entered into by and between East Side Industrial Park, a Wyoming general partnership, whose address is 45 East Loucks, Sheridan, Wyoming 82081 ("Grantor") and Wyoming 2-Sheridan Limited Partnership, a Colorado limited partnership, whose address is 5990 Greenwood Plaza Boulevard, Suite 300, Englewood, Colorado 80111 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain land and premises ("Property") located in the County of Sheridan, State of Wyoming, more particularly described in Schedule 1 attached hereto and incorporated herein by reference; and

WHEREAS, Grantee desires to obtain a permanent and perpetual exclusive site right-of-way and easement ("Easement") upon, over, under, across, along and through a portion of the Property for the purposes of construction and operation therein or thereon of a communications facility and other facilities including building(s), tower(s), guy anchors, road(s) and utility line(s), including, but not limited to, collectively electric power and telecommunications lines, as Grantee may require (collectively "Communications Facility");

NOW, THEREFORE, in consideration of the premises, Grantor and Grantee hereby agree as follows:

For and in full consideration of the sum of Twenty-three Thousand Dollars (\$23,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, sells, conveys and warrants unto Grantee, its successors and assigns, an exclusive permanent and perpetual Easement for the Communications Facility as constructed and installed on the property described as Tract 1 on Schedule 2 attached hereto ("Easement Area"), and a non-exclusive easement for ingress and egress and construction of utilities upon, over, under, across, along and through a portion of the Property as more particularly described and delineated as Tract 2 on Schedule 2 attached hereto and specifically incorporated herein by reference. This Easement shall terminate upon Grantee notifying Grantor in writing that Grantee no longer has a need for its Communications Facility.

Grantee shall have the permanent and perpetual right to enter and re-enter the Easement Area to construct, install, reconstruct, operate, maintain, alter, repair, reinstall, expand, replace, relocate, remove and use upon, over, under, across, along and through the Easement Area 1) the Communications Facility; 2) any and all underground or above ground fixtures, equipment, buildings, improvements, and appurtenances deemed necessary or appropriate by Grantee in conjunction with said Communications Facility; and 3) the right to run guy wires from the tower(s) to be constructed on the Easement Area on, over and across the Property, if necessary, to such points on the Property as shall be necessary for the proper support of the aforementioned tower(s), including at such points the right to install anchors of such size and material as shall be necessary to secure the aforementioned guy wires. Grantee shall have the right to relocate or increase or decrease the number of said guy wires and anchors in the event Grantee desires to increase or decrease the height of the tower(s) or relocate the same within the boundaries of the Easement Area.

7/22/91

Grantee shall have all of the rights and benefits necessary and convenient for the full enjoyment and use of the rights herein granted including, but without limiting the same, the permanent and perpetual right 1) of free ingress to and egress from the Easement Area on, over and across the Property, as well as the right to use any and all existing roads, to the extent necessary to exercise any and all rights granted to it herein, and 2) from time to time to cut all trees and undergrowth and remove other obstructions from the Easement Area that may injure, endanger or interfere with the construction, installation, reconstruction, operation, maintenance, alteration, repair, reinstallation, expansion, replacement, relocations, removal and use of said Communications Facility or utilities serving the Communications Facility.

This grant shall carry with it rights-of-way and easements in, on, upon, over, under, across, along and through the Property, including, but not limited to the area described as Tract 2 on Schedule 2 hereto, as well as other adjoining lands of Grantor, if any, extending from the Easement Area to the nearest convenient public road for the purpose of constructing and maintaining a roadway for ingress to and egress from the Easement Area, if necessary, for all purposes in connection with the exercise and enjoyment of all rights herein granted. This grant shall carry with it the further right, from and after the date hereof, in Grantee to enter and re-enter upon the Easement Area and the Property for the purposes of such surveying, engineering, soil test boring and other studies as Grantee shall deem necessary in planning, designing and redesigning the said Communications Facility.

Grantee shall have the right to install such poles, wires, pipes, cables, conduits and related appurtenances as shall be necessary for the proper conduct of Grantee's business and for bringing electricity, water, telephone and gas to the Easement Area, and for the storage of such fuel as Grantee shall deem necessary in its sole discretion for an emergency/auxiliary power supply for Grantee's business. In the event the electric and/or other utility companies serving the Property or area surrounding the Property require(s) a separate easement for underground and/or overhead cables or lines to serve the Communications Facility, the Grantor, for no additional consideration, shall execute such separate easement to the utility companies on the Property.

Grantee shall have the right to fence the Easement Area or a portion thereof. Grantee agrees not to fence other rights-of-way and easements provided for hereinabove. If the construction or maintenance of any of Grantee's facilities constructed or to be constructed within the Easement Area and the other rights-of-way and easements results in damage to any adjacent lands of Grantor, Grantee shall pay Grantor the cost to repair or correct such damage.

Grantor represents and warrants to Grantee that Grantor is the sole owner in fee simple of the Property which Property includes the Easement granted herein, as well as rights-of-way and easements over the Property and adjoining lands of Grantor, if any, as described herein. Grantor further represents and warrants to Grantee that such ownership is free and clear of all liens and encumbrances other than those liens and encumbrances, if any, now of record and that such liens and encumbrances do not interfere with Grantee's use and operation of the Easement Area and related rights-of-way and easements, if any, and that Grantor has the lawful right and authority to execute this Agreement and grant the rights, rights-of-way and easements set forth herein.

Grantor grants to Grantee, to have and to hold, the rights, rights-of-way and easements herein described, together with the right at any time and from time to time to assign or transfer the said rights, rights-of-way and easements herein described, in whole or in part, together or separately. Grantor hereby binds itself, its heirs, executors, administrators, successors and assigns to warrant specifically and forever defend all and singular said Easement Area, premises, rights, rights-of-way and easements unto Grantee, its successors and assigns, against every person whomsoever lawfully or otherwise claiming or attempting to claim the same or any part thereof. The rights herein granted and the terms and conditions hereof shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

Grantor acknowledges and agrees that all personal property, equipment, apparatus, fittings, fixtures and trade fixtures installed or stored on the Easement Area constitute personal property, not real property, and shall continue to be the personal and exclusive property of Grantee, including without limitation, all buildings, telecommunications equipment, towers, switches, cables, wiring and associated equipment or personal property (collectively, the "Equipment"). The Equipment shall remain at all times the personal property of Grantee, and neither Grantor nor any person claiming by, through or under Grantor shall have any right, title or interest (including without limitation a security interest) in the Equipment. Grantee, and Grantee's successors in interest, shall have the right to remove the Equipment at any time. With respect to the holder of any mortgage, deed of trust or other lien affecting Grantor's interest in the Property, whether existing as of the date hereof or arising hereafter, Grantor and Grantee hereby agree, acknowledge and declare that the Equipment is now and shall at all times hereafter remain the personal and exclusive property of Grantee. The parties further acknowledge and agree that Grantor shall have no right or authority to grant a lien or security interest in or to any of the Equipment.

Grantor represents and warrants to Grantee and Grantee's successors and assigns that (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, wastes, materials, or substances, as defined in or governed by the provisions of any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating thereto (collectively, the "Environmental Regulations"), including without limitation urea-formaldehyde, dioxins, polychlorinated biphenyls, asbestos, asbestos-containing materials, nuclear fuel wastes, and petroleum products, or any other wastes or substances which would subject the owner or occupant of the Property to any damages, penalties or liabilities under any applicable environmental regulation (collectively, the "Hazardous Substances") are now or have ever been located, produced, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Property, (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Property into the environment, (iii) the Property has not ever been used as a mine, a landfill, a dump or other disposal facility, an industrial manufacturing facility, or a gasoline service station, (iv) no underground storage tank is now located in or under the Property, or has previously been located therein but has been removed therefrom, (v) no violation of any Environmental Regulation now exists or has ever existed in, upon, under, over or from the Property, (vi) no notice of any such violation or any alleged violation of an Environmental Regulation has been issued or given by any governmental entity or agency, and there is not now nor has there ever been any investigation or report involving the Property by any governmental entity or agency which in

any way relates to Hazardous Substances, (vii) no person, party or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above, (viii) there are not now, nor have there ever been, any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances in, upon, under, over or from the Property, (ix) the Property is not listed in the United States Environmental Protection Agency's National Priorities List of hazardous waste sites or any other list of Hazardous Substance Sites maintained by any federal, state or local governmental agency, and (x) the Property is not subject to any lien or claim for lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

Notwithstanding any other prohibition or limitation of Grantor's right to sell or assign its interest in the Easement Area, Grantor acknowledges and agrees that Grantee shall have the right to grant a security interest in its rights and interest under this Agreement. Grantor further agrees that any person foreclosing or otherwise realizing upon such a security interest granted by Grantee shall succeed to, and shall have the benefits of, all Grantee's rights, to title, and interest under this Agreement.

In the event that the annual ad valorem taxes attributable to the Easement Area exceed fifty dollars (\$50.00), (as calculated based on the assessment for vacant land on a per acre basis for all acreage included in the statement for taxes received by Grantor, multiplied by the number of acres contained in the Easement Area), Grantee, within thirty days from receipt of a statement from Grantor containing a calculation of the taxes attributable to the Easement Area, shall reimburse to Grantor all ad valorem taxes attributable to the Easement Area in excess of fifty dollars (\$50.00).

Grantee further agrees to maintain in effect during the term of this Easement, a public liability insurance policy covering risks on the Easement Area for an amount of at least One Million Dollars (\$1,000,000) for each occurrence. Said public liability policy shall name Grantor as an additional insured party and Grantee's insurer shall provide Grantor with certificates evidencing the same on an annual basis. Grantee may satisfy its insurance obligations hereunder by acquiring coverage within its "blanket" policy or policies of insurance now or hereafter carried. Each policy shall provide for fourteen (14) days' written notice to the other party of any proposed termination or modification.

Grantee agrees to indemnify Grantor and hold Grantor harmless of and from any and all claims, demands, actions, losses, liabilities, judgments and expenses, including without limitation, reasonable attorneys' fees and costs of litigation arising from any occurrence in, upon or at the Easement Area due to any negligent act or omission by Grantee, its agents or employees, other than for damage to or injury to Grantor or Grantor's property which are caused by any act or omission of Grantor, its agents or employees.

IN WITNESS WHEREOF, this Agreement has been executed this 24th day of July, 1991.

GRANTEE:

WYOMING 2-SHERIDAN LIMITED PARTNERSHIP
By: CUSTER CELLULAR OF WYOMING LIMITED
PARTNERSHIP, its general partner
By: CUSTER CELLULAR, INC., a general partner

By:

W.L. Stieg, President



GRANTOR:

THE EAST SIDE INDUSTRIAL PARK

By: Walter J. Pilch

Walter J. Pilch, Partner

By: Olga M. Pilch

Olga M. Pilch, Partner

By:

Seymour Thickman, Partner

By:

William W. Rawlings, Partner

By:

Donald R. Carroll, Partner

By:

John A. Carroll, Partner

J. D. PELESKY CONSTRUCTION CO., INC.,
partner

By:

Gerald K. Pelesky, President

Attest:

Delores E. Pelesky, Secretary

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 24 day of July, 1991, by W.L. Stieg, President of Custer Cellular, Inc., a Wyoming corporation, a general partner of Custer Cellular of Wyoming Limited Partnership, a Colorado limited partnership, the general partner of Wyoming 2-Sheridan Limited Partnership, a Colorado limited partnership, in the capacity therein stated.

Witness my hand and official seal.


Tom Koenig
Notary Public, State of Wyoming

My commission expires:
12/14/91

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Walter J. Pilch, as partner of East Side Industrial Park, a Wyoming general partnership, on behalf of said general partnership, this 24 day of July, 1991.

Witness my hand and official seal.


Tom Koenig
Notary Public, State of Wyoming

My commission expires:
12/14/91

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Olga M. Pilch, as partner of East Side Industrial Park, a Wyoming general partnership, on behalf of said general partnership, this 24 day of July, 1991.

Witness my hand and official seal.


Tom Koenig
Notary Public, State of Wyoming

My commission expires:
12/14/91

STATE OF WYOMING)
ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Seymour Thickman, as partner of East Side Industrial Park, a Wyoming general partnership, on behalf of said general partnership, this 24 day of July, 1991.

Witness my hand and official seal.



Notary Public, State of Wyoming

My commission expires:

12/14/91

STATE OF WYOMING)
ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Gerald K. Pelesky, President of J. D. Pelesky Construction Co., Inc., as partner of East Side Industrial Park, a Wyoming general partnership, on behalf of said general partnership, this 24 day of July, 1991.

Witness my hand and official seal.



Notary Public, State of Wyoming

My commission expires:

12/14/91

STATE OF WYOMING)
ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by William W. Rawlings, as partner of East Side Industrial Park, a Wyoming general partnership, on behalf of said general partnership, this 24 day of July, 1991.

Witness my hand and official seal.



Notary Public, State of Wyoming

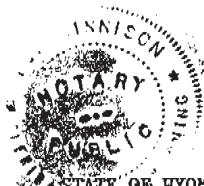
My commission expires:

12/14/91

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Donald R. Carroll, as partner of East Side Industrial Park, a Wyoming general partnership, on behalf of said general partnership, this 24 day of July, 1991.

Witness my hand and official seal.



STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by John A. Carroll, as partner of East Side Industrial Park, a Wyoming general partnership, on behalf of said general partnership, this 24 day of July, 1991.

Witness my hand and official seal.



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SCHEDULE 1

East half of the Northeast Quarter of the Northeast Quarter of Section 25,
Township 56 North, Range 84 West, Sheridan County, Wyoming.

SCHEDULE 2

Tract 1:

A tract of land in the N1/2 NE1/4 of Section 25, Township 56 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, being more particularly described as follows:

Beginning at a point located North 36 degrees 19'01" East, 1,969.88 feet from the center of said Section 25; thence South 85 degrees 59'44" East, 467.00 feet; thence North 0 degrees 01'55" West, 467.00 feet; thence North 85 degrees 59'44" West, 467.00 feet; thence South 0 degrees 01'55" East, 467.00 feet to the point of beginning. Said tract contains 5.00 acres, more or less.

Tract 2:

A 30 foot wide access easement located in the W1/2 NE1/4 NE1/4 of said Section 25 and also in the S1/2 SW1/4 SE1/4 of Section 24, said easement lying 15 feet on both sides of the following described centerline:

Beginning at a point on the southerly right of way line of Wyoming Highway 336, said point being North 24 degrees 08'45" East, 2862.01 feet from the center of said Section 25; thence South 44 degrees 20'20" East, 638.87 feet; thence South 0 degrees 01'55" East, 132.00 feet to the point of ending, said point of ending being located on the northerly line of the above described tract and also North 38 degrees 38'43" East, 2589.76 feet from the center of said Section 25.