RECORDED OCTOBER 13, 1997 BK 388 PG 475 NO 268200 RONALD L. DAILEY, COUNTY CLERK

TIME WARNER
TELEVISION CABLE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DONALD H. ROBERTS and ERMAL M, ROBERTS, husband and wife OF 782 SOLDIER CREEK ROAD, SHERIDAN, WY, 82801 hereafter called Grantor (whether one or more), for and in consideration of Ten Dollar ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and warrants to ATLANTA NATIONAL DIVISION of TIME WARNER ENTERTAINMENT-ADVANCE/NEWOUSE PARTNERSHIP, a New York General Partnership, with Division Office located at 115 Perimeter Center Place, Suite 550, Atlanta, GA, 30346, and to its successors, and assigns, hereafter called Grantee, the perpetual right-of-way and easement for the construction, reconstruction, operation, maintenance, repair and removal of a television cable distribution system or communications system, or any combination thereof, including the necessary cables, pedestals, transformers and other fixtures and apparatus in connection therewith, to be located upon, under and within the following real estate which the Grantor owns or in which the Grantor has any interest, in the County of Sheridan, State of Wyoming, hereby releasing and waving all rights under and by virtue of the homestead exemption laws of this State:

The following described strip of land, beginning at a point ten (10) foot west of the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) Section Twenty-Eight (28), Township Fifty six (56) North, Range Eighty four (84) West of the Sixth Principal Meridian; thence West One Thousand Three Hundred Fifty Eight (1358) foot; Thence North Five (5) foot; Thence East One Thousand Three Hundred Fifty Eight (1358) foot; Thence South Five (5) foot to the point of beginning.

Together with the right of ingress and egress over and across the lands of the Grantor to and from the above described property, the right to clear and keep cleared all trees and other obstructions as may be necessary.

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 cultivate, plant and irrigate the same; but the Grantors agree not to build, create or construct an obstruction, works or other structure over said facilities or 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 easement hereby as follows, to-wit:

1. Grantee hereby agrees to pay any damages which may arise, at fair market value, to crops, pasture, fences or building of said Grantor's from the exercise of 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.

2. Grantee agrees that any cable television and/or communications 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 pedistals, and will return the area covered by its right of way and used during construction in as near the orginal condition as possible, after construction has been completed. All meadowlands, 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 obligations of the Grantee. Any boulders or course gravel that were not originally upon the surface of the right of way shall be removed. All terracing cut, removed or otherwise damaged, shall be returned to its orginal or better condition.

3. Before any division or cross fence belonging to the Grantor is cut, Grantee shall cause sturdy brace posts to be placed on either side of the right of way, said brace posts to be butt treated 3.5 feet, set at least 3 feet in the ground, and braced and cross braced as requested by the Grantor. All existing fences which interfere with the construction operation shall be maintained by Grantee until completion of the work affected thereby, unless written permission is obtained from the Grantor 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 orginal or to better condition in quality.

4. Grantee agrees, as part of its construction procedure, to push pipe under all main ditches, then all disturbed soil within a distance of triple the width of the ditch from the center thereof shall be thoroughly tamped as the soil is being replaced.

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

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

7. In the case where electric power needs to be brought to the above described easement, the local power company, by this mention, will have the right of way to co-exist for the sole purpose of providing power to the Grantee's facilities.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto as follows, to wit:

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

2. 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, the Grantor shall be fully reimbursed for any or all damages, losses and cost substained by Grantor as a result of the construction and laying of said cable television and/or communications facilities or the maintenance, repair, or removal thereof, together with the damages, if any, resulting to the lands of the Grantor by reason of said cable television and/or communications facilities easement, and that in the event the parties hereto are unable to agree as to the amount of such damages, losses and costs, the Grantor reserves the right, if necessary to institute legal action against Grantee for said damages, losses and costs.

3. The width of the right of way granted herein may be increased during actual construction of the cable television and/or communications facilities, and Grantee agrees that all construction work in relation to said cable television and/or communications facilities shall be confined to a fifteen (15) foot wide right of way. In the case of the remote terminal sites, the Grantee may have temporary access for construction of the foundation, concrete pad and fences subject to Grantee agreeing to restore any damage to orginal condition or better.

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

IN WITNESS WHEREOF, the Grantor has signed this grant of easement this 2 day of October, 19 97.

Donald H Roberts
Ermal M Roberts
Grantor

STATE OF Wyoming
} ss.
COUNTY OF Sheridan

On this 2 day of October, 19 97, before me personally appeared DONALD H. ROBERTS & ERMAL M. ROBERTS
Known to me to be the person(s) described in and who executed the within instrument and acknowledged to me that he executed the same.

Diana L York
Notary Public

(Notarial) NOTARY PUBLIC State of Wyoming My Commission Expires January 2, 2000

Sheridan County, Wyoming
My Commission expires January 2, 2000

Accepted By:
Time Warner Entertainment-Advance/Newhouse Partnership
Atlanta National Division.
By:
Dick Amell, Vice President Engineering