RECORDED JANUARY 30, 1996 BK 378 PG 8 NO 218345 RONALD L. DAYLEY, COUNTY CLERK R/W No. 34469

## **EASEMENT**

The Undersigned Grantor(s) for and in consideration of FTVE HUNDRED Dollars Exactly (\$500.00) 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 103 North Durbin Street, Casper, Wyoming 82601, 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:

An easement twelve (12) feet in width by thirty (30) feet in length, for a remote terminal cabinet site, located along and abutting the southerly right of way boundary of Big Goose Highway, together with a linear easement 16 feet in width, with 8 feet on each side of a centerline, beginning at the southerly boundary of said Big Goose Highway at a point 8 feet southerly of the northwest comer of said cabinet site easement; thence, westerly along and abutting the southerly boundary of Big Goose Highway for a distance of 350 feet to the point of termination of this easement, to include a power pedestal for a power source, and to connect with the existing telecommunications easement presently in use for copper cable and for new fiber optic cable to be installed, all lying in a portion of the SW 1/4 NE 1/4 of Section 32, T56N, R84W, of the 6th Principal Meridian, Sheridan County, Wyoming, said easement site being more particularly described on Exhibit A for right of way number 34469, which is attached hereto and hereby made a part hereof, a part of the property described in a quit claim deed in Book 262 at Page 393, in the Sheridan County Clerk and Recorders Office, 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 and the right to clear and keep cleared all trees and other obstructions. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted.

The Grantor reserves the right to occupy, use and cultivate said Easement for all purposes not inconsistent with, nor interfering with the rights herein granted.

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

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.

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 judgement 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.

. Signed and delivered this 20 day of	<u>Cod1995.</u>
Robert T. Carson, Grantor	Frances J. Carson, Grantor
Robert T. Carson, Grantor	Frances J. Carson, Grantor
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STATE OF WYOMING ) COUNTY OF SHERIDAN) SS.

The foregoing instrument was acknowledged before me this 20 day of 0 low, 1995, by Robert T. and Frances J. Carson, husband and wife, Grantors.

Witness my hand and official seal:

County of Wyorking Wyorking My constitution Define use 4, 1900

Grantor: Robert T. and Frances J. Carson 2936 West Loucks Sheridan, Wyoming 82801 Notary Public

My Commission Expires: 1999

R/W #34469 JOB #427A388 EXCH: Sheridan



