

Prepared By: Commnet Cellular Inc.
8350 East Crescent Parkway, Suite 400
Englewood, CO 80111
(303) 694-3234

ROAD RIGHT-OF-WAY EASEMENT

Site: Century, Rapid City, S. D.

THIS ROAD RIGHT-OF-WAY EASEMENT ("Easement") is made and entered into effective as of the 1st day of August, 1998 by and between Robert M. Steel and Wayne A. Kummer ("Grantor") whose address is 675 Century Road, Rapid City, South Dakota 57709 and Cellular Inc. Network Corporation ("Grantee") whose address is 8350 East Crescent Parkway, Suite 400, Englewood, Colorado 80111.

WHEREAS, Grantee has or will acquire the right to construct a cellular telephone communications facility on the lands described in Exhibit A, attached hereto and made a part hereof (the "Site");

WHEREAS, Grantee desires to obtain from Grantor an easement across lands owned by Grantor as described in Exhibit B attached hereto and made a part hereof (the "Property"); for purposes of an access road.

NOW THEREFORE, in consideration payments to be made during the term hereof as set forth below and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains and conveys unto Grantee, its successors and assigns, a non-exclusive easement, 30' in width, upon, over and across the Property for purposes of constructing and maintaining the Site together with the right to access and egress the Site for an initial term commencing on August 1, 1998, and ending on July 31, 2003, ("Initial Term"). Provided Grantee is not in default hereunder, Grantee shall have the right to extend this Easement for one (1) additional term(s) of five (5) years each ("Renewal Terms"), upon the same terms and conditions found herein. If Grantee elects to renew this Easement, Grantee may do so by giving written notice to Grantor not less than thirty (30) days prior to the expiration of the Initial Term or the preceding Renewal Term, as the case may be. The Initial Term together with any Renewal Terms are collectively referred to herein as the "Term". This easement shall run with the land. Grantor reserves the right to occupy and use the Property for all purposes not inconsistent with the rights herein granted.

Grantee agrees to pay Grantor and Grantor agrees to accept from Grantee for the right-of-way and easement herein granted in the Easement Area, the sum of Three Thousand Dollars (\$3,000.00) ("Payment") for the Initial Term, payable in advance at the address of Grantor set forth above. The Payment during any Renewal Term shall be adjusted at the beginning of each such Renewal Term to an amount equal to the Payment for the Initial Term as set forth above multiplied by a fraction the numerator of which is the Index Figure for the month which is three months prior to the month in which the Renewal Term commences, and the denominator of which is the Index Figure for the month which is three months prior to the date of this Easement. The term "Index Figure" shall mean the Consumer Price Index for all Urban Consumers (CPI-U): U. S. city average as determined by the U. S. Dept. of Labor, Bureau of Labor Statistics, based on 1982-1984 equaling 100.

Grantor warrants and represents that as of the date of this Easement, it has full power and authority to execute this Easement and that the Property is free and clear of all encumbrances and liens. If liens or encumbrances do exist, Grantor agrees to assist Grantee in obtaining a partial release or subordination of any such encumbrances or liens to the Easement granted herein. Grantee shall pay all necessary costs incurred in connection therewith. The rights herein granted may be assigned in whole or in part, and the terms and conditions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Easement effective as of the day and year first above written.

GRANTOR:

Robert M. Steele and Wayne A. Kummer

By: Robert M. Steele
Name: Robert M. Steele
By: Wayne A. Kummer
Name: Wayne Kummer

GRANTEE:

Cellular Inc. Network Corporation

By: Thomas D. Flaherty
Name: Thomas D. Flaherty
Title: Vice President

(ACKNOWLEDGMENTS ATTACHED)

acknowledgments

STATE OF SOUTH DAKOTA
COUNTY OF PENNINGTON)^{ss.}

On this the 13th day of NOVEMBER, 1998 before me,
KAREN PROELL, the undersigned officer, personally appeared
ROBERT M STEELE, known to me or satisfactorily proven to be the person whose name is
subscribed to the within instrument and acknowledged he/~~she~~they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Karen Proell
Notary Public

My commission expires:
~~My Commission Expires~~
March 27, 2005

STATE OF SOUTH DAKOTA
COUNTY OF PENNINGTON)^{ss.}

On this the 13th day of NOVEMBER, 1998 before me,
KAREN PROELL, the undersigned officer, personally appeared
WAYNE KUMMER, known to me or satisfactorily proven to be the person whose name is
subscribed to the within instrument and acknowledged he/~~she~~they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.



Karen Proell
Notary Public

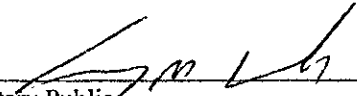
My commission expires:
~~My Commission Expires~~
March 27, 2005

acknowledgments

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

On this the 23rd day of DECEMBER, 19 98, before me,
CRISTINA M. KARCH, the undersigned officer, personally appeared
THOMAS D. FLAHERTY, who acknowledged himself to be the
VICE PRESIDENT of CELLULARE INC NETWORK CORPORATION, a COLORADO
corporation, and that he, as such VICE PRESIDENT, being authorized so to do, executed the
foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as
VICE PRESIDENT.

In witness whereof I hereunto set my hand and official seal.



Notary Public

My commission expires April 24, 2002
~~My Commission Expires~~