

Return Address:

Randy Whitehead, L.L.C.
P.O. Box 1422
Broomfield, Colorado 80021

GRANT OF UTILITY EASEMENT

STATE OF MONTANA)
) ss.
COUNTY OF GALLATIN)

THIS EASEMENT AGREEMENT (the "Easement") is executed as of the Effective Date by and between, the undersigned, **John Doe**, whose address is 15103 Rocky Mountain Road, Belgrade, Montana, 59714 (the "Grantor(s)"), and FibreLight, Inc., a Colorado corporation, whose address is 319 Interlocken Boulevard, Suite 150 Broomfield, Colorado, 80021 (the "Grantee").

WITNESSETH:

WHEREAS, the Grantor(s) is the owner of the Servient Tenement; and

WHEREAS, the Grantee desires to acquire certain rights in the Servient Tenement;

NOW, THEREFORE, the Grantor(s) and the Grantee hereby agree as follow:

CONSIDERATION AND GRANT OF EASEMENT. In Consideration of Nine Hundred Dollars and No Cents (\$ 900.00), the receipt and sufficiency of which is hereby acknowledged by Grantor(s), the Grantor(s) hereby grants to the Grantee, it's successors and assigns and apportionees, a perpetual, non-exclusive easement in gross and right of way, that shall run with the land, in, under, over, above and across the Easement Area for the Permitted Use as described herein, and subject to the terms and conditions of this Easement Agreement.

EASEMENT AREA: The Easement Area is a tract of land located in the NW ¼ , SE ¼ , Section 11, T-2-S, R-5-E, M.P.M., within the City of Bozeman, County of Gallatin, State of Montana, and is more particularly described by both Common and Legal Descriptions, on the attached "Exhibit

A” entitled “Easement Legal Description”, and delineated on the attached “Exhibit B” entitled “Easement Plat”, each of these Exhibits being attached hereto are incorporated herein by this reference.

PERMITTED USE. Grantee’s Easement Area shall be used by Grantee to construct, install, operate, maintain, inspect, test, repair, upgrade, alter, replace and/or remove certain utility facilities (the “Facilities”) as described herein, together with the right of ingress and egress over, under, above, through and across, and the use of, any adjacent real property owned or controlled, whether in whole or in part, by Grantor(s), to and from the Easement Area for the purposes of exercising the rights granted here in. This Easement Agreement and the Easement Area shall not now, nor at any time in the future, include that area where any garage and structures are situated upon Servient Parcel as of the Effective Date of this Easement Agreement. The utility privileges herein granted are each divisible and are each assignable or transferable in whole or in part. This Easement shall run with the land.

The use of the term “Permitted Use” herein shall not be construed to mean that this Easement Agreement is a permit or license, but rather should be construed to mean a right granted in perpetuity pursuant to the terms and conditions of this Easement Agreement. This Easement Agreement shall be non-exclusive to the Grantee, and shall not restrict nor preclude the Grantor(s) hereof from granting any other non-exclusive easements to any other persons so long as any such non-exclusive easement does not conflict with the rights granted to the Grantee hereof or otherwise endanger Grantee’s underground Facilities.

The Grantor(s) reserves the right to use the Servient Parcel or any portion thereof, including the Easement Area, for any purpose so long as such use does not unreasonably interfere with the Easement Area or the purposes contemplated thereunder. The Grantor(s) shall not excavate or install anything within the Easement Area without the Grantee’s prior review and written consent. The Grantor(s) existing fence that lies approximately two feet (2’) north of the southern property boundary line, lies within the Easement Area, and shall not be altered, removed, or otherwise effected by this Easement Agreement.

FACILITIES. The Facilities to be installed hereunder shall include but shall not be limited to telecommunications cable(s) enclosed within protective conduit(s), handhole(s), and pedestal(s), together with all appurtenances necessary for the operation and maintenance of the Facilities. Grantee shall have the right to clear and keep clear all trees, roots, brush and other vegetative obstructions from the surface and sub-surface of the Easement Area only to the extent that any such vegetation poses an imminent threat to the underground Facilities, and Grantee shall be responsible for damages caused to Grantor(s)’ Servient Parcel arising from Grantee’s maintenance of the Easement Area. Should Grantee need to excavate any of Grantor(s)’ Servient Parcel, for the purposes of exposing any existing underground utilities, for the purposes of safe drilling passage during the Facilities installation, Grantee shall repair Grantor(s)’ Servient Parcel to it’s condition prior to any such potholing by backfilling and reseeding the excavated area in accordance with generally accepted industry best management practices. Grantee does not anticipate the need to perform any potholing excavation; however, if the Montana Utility Notification Center identifies any existing underground utilities, or if the construction contractor encounters any previously unknown underground utilities, state law and generally accepted industry best management practices may require such potholing excavation to ensure the safety of the public and all surrounding property. The Facilities shall be installed by horizontal directional drilling from a location off the Servient Parcel, and shall be installed at a depth of approximately forty eight inches (48”) below grade.

PROPERTY TAXES. Any property taxes or other assessments attributable to, or assessed upon, the Facilities, shall be paid for by the Grantee.

INDEMNIFICATION. Grantee shall indemnify Grantor(s) against all damages, expenses and costs, and shall save Grantor(s) harmless from all claims for damages by third parties, and all loss and liability which may be incurred by reason of Grantee's use and enjoyment of the Easement Area, and from any claims, damages, actions or causes of action from environmental damage or contamination to the extent caused or contributed to by Grantee. Grantor(s) shall indemnify Grantee against all damages, expenses and costs, and shall save Grantee harmless from all claims for damages by third parties, and all loss and liability which may be incurred by reason of damage to Grantee's Facilities by Grantor(s) or Grantor(s)' agents, employees, or third party contractors, and from any claims, damages, actions or causes of action from environmental damage or contamination to the extent caused or contributed to by Grantor(s).

Grantor(s) reserves the right to occupy and use the property described herein for all purposes not inconsistent with the rights herein granted. This Easement Agreement, and the rights herein granted, shall be binding upon and inure to the benefit of the heirs, personal representatives, executors, administrators, successors and assigns and apportionees of the respective parties hereto.

Grantor(s) is/are lawfully seized and possessed of the lands described herein, and have the lawful right and authority to enter into and deliver the Easement unto the Grantee without the authorization or prior consent of any other natural or artificial person. The acceptance by Grantee of this Easement Agreement and its consent thereto are evidenced by its payment to Grantor(s)' of the Consideration indicated herein.

NOTIFICATIONS. Any notifications or other correspondence pertaining to this Easement Agreement, shall be in writing and delivered by First Class U.S. Mail, to the following addresses:

If to Grantor(s):	If to Grantee:
Mr. John Doe 15103 Rocky Mountain Road Belgrade, MT 59717	Fibreight, Inc. Law Department 319 Interlocken Boulevard, Suite 150 Broomfield, CO 80021

APPLICABLE LAW. The Laws of the State of Montana without regard to conflict of law principles shall govern the interpretations of this Easement Agreement.

INTEGRATION. This Easement Agreement is the entire agreement between the Grantor(s) and the Grantee with the respect to the subject matter hereof and supersede any other agreement, whether written or oral, between the Grantor(s) and the Grantee relating to the

same subject. Any prior representations, promises, or the like that are not contained in this Easement Agreement shall be of no force or effect.

AMENDMENT. This Easement Agreement may not be modified, changed, altered, amended or otherwise revised except by way of a duly executed written amendment by both Grantor(s) and Grantee.

WAIVER. The waiver by either the Grantor(s) or the Grantee, or both, of any of its rights with respect to a default or any other matter arising under this Easement Agreement shall not constitute or be construed as constituting a waiver with respect to any other default or matter.

SEVERABILITY. If any provision of this Easement Agreement shall be determined to be unenforceable or void by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

EFFECTIVE DATE: The Effective Date of this Easement Agreement is September 15, 2010.

MISCELLANEOUS. Upon execution of this Easement Agreement, the Grantee shall cause this instrument to be recorded in the real estate records of the Gallatin County Clerk-Recorder, at Grantee's earliest opportunity.

The captions and sections of this Easement Agreement do not define the scope, meaning or intent of this Easement Agreement.

GRANTOR(S):

IN WITNESS WHEREOF, the Grantor(s) have executed this Easement Agreement as of the Effective Date.

John Doe

_____, _____
John Doe, Grantor(s) Date

State of Montana)
) ss.
County of Gallatin)

On this day personally appeared before me _____,
to me known to be the individual(s) described herein and who executed the within and foregoing
instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act
and deed, for the purposes therein described.

Given under my hand and seal of office this _____ day of _____, 2010.

Notary Public My Commission Expires Seal

Exhibit "A"
Easement Legal Description

The Easement Area is a tract of land measuring One Hundred Fifty Feet (150'), more or less, in length, and Four Feet (4') Feet, or less, but no more than Four Feet (4'), in width, as delineated on the attached Exhibit B (the "Easement Plat"), located on a parcel of land (the "Servient Parcel") commonly identified as Gallatin County Assessor Parcel Tax Identification Number XXXXX, with a Common Address of 417 Main Street in Bozeman, Montana, and legally described as Lot 1, Mountain Park Subdivision according to the plat thereof that was recorded in the official records of the Gallatin County Clerk and Recorder on June 23, 1967, in Book G, Page 27, of the Gallatin County Plats, the Subdivision lying in the NW ¼, SE ¼, Section 11, T-2-S, R-5-E, M.P.M, City of Bozeman, County of Gallatin, State of Montana. The Easement Area lies upon and along the south boundary line of Servient Parcel herein described with the length and width dimensions initially described above.

Exhibit "B"
Easement Plat

The Easement Area is a tract of land measuring One Hundred Fifty Feet (150'), more or less, in length, and Four Feet (4') Feet, or less, but no more than Four Feet (4'), in width, as delineated on the attached Exhibit B (the "Easement Plat"), located on a parcel of land (the "Servient Parcel") commonly identified as Gallatin County Assessor Parcel Tax Identification Number XXXXX, with a Common Address of 417 Main Street in Bozeman, Montana, and legally described as Lot 1, Mountain Park Subdivision according to the plat thereof that was recorded in the official records of the Gallatin County Clerk and Recorder on June 23, 1967, in Book G, Page 27, of the Gallatin County Plats, the Subdivision lying in the NW ¼, SE ¼, Section 11, T-2-S, R-5-E, M.P.M, City of Bozeman, County of Gallatin, State of Montana. The Easement Area lies upon and along the south boundary line of Servient Parcel herein described with the length and width dimensions initially described above.

Reserved for Plat Insertion

Contact Randy Whitehead, L.L.C. for GIS/Plat Development Services, Title Services and Drafting of Easements, Leases, Deeds and their Legal Descriptions.

Not to Scale