

A G R E E M E N T

This agreement between Sam Blaney and Isabel M. Blaney,
husband and wife, first parties and Clouds Peak Radio and Television
Corporation, second party,

WITNESSETH, that in consideration of the mutual covenants
herein contained it is agreed:

1.

That first parties do hereby grant and convey unto Second
Party an easement for a private right of way for a power line over
and across the following described lands, to-wit:

The South half of the Southwest quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$),
and the South half of the Northwest quarter of the
Southwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 32, Township
54 North, Range 83 West of the Sixth Principal Meri-
dian; and all of the Northwest quarter (NW $\frac{1}{4}$) of Section
5, Township 53 North, Range 83 West of the Sixth Prin-
cipal Meridian, Sheridan County, Wyoming.

Said easement is for the purpose of constructing a line for the
transmission of television signals and waves and shall not be more
than twenty feet in width.

2.

That first parties do hereby grant second party permission
to use the private roadway over the above described lands during
the term of this agreement for the maintenance of their line and
station.

3.

That second party expressly agrees:

(a) To save and hold first parties harmless from any
liability to persons or property, including property
damage sustained by first parties, from the operation
of said line, road, and in the use and operation thereof,
and second party shall carry insurance for such purpose
and upon request show first party certificates of
insurance.

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(b) To do everything within reason to limit all vehicles owned or operated by it, or operating on behalf of second party under some contract, to a speed of 15 miles per hour on said road.

(c) To maintain and keep in a good state of repair the private road across first parties lands to the Harper Ranch at its sole expense during such periods that second party is using road. Second party also agrees to repair promptly any damages that may be caused to said road by second party, its employees or agents.

(d) To furnish first parties with television service when the same shall be furnished to other rural homes, without cost or liability to first parties for service and maintenance, subject to Wyoming Public Service Commission requirements.

(e) To pay the first parties the sum of \$300.00 upon execution of this agreement as rental for one year for the use of said premises and the privilege of said easement and rental in subsequent years shall be agreed upon, but the amount shall not exceed an annual payment of \$300.00, and if the amount cannot be agreed upon each party shall appoint an arbitrator, and the two so selected shall appoint a third, and the three arbitrators shall set the amount which will be binding upon the parties.

4.

This agreement shall not be assignable by second party without the written permission of the first parties first had and obtained in writing, and the bankruptcy or insolvency, of the second party or failure of second party to promptly perform when due any of the obligations herein contained, or to perform same

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in a good, faithful and workmanlike manner shall, at the option of the first parties, give the first parties the right to terminate and cancel this agreement, to retain all monies paid hereunder as liquidated damages and cancel the rights and privileges hereunder granted with the exception that second party shall have the right to enter and remove its poles and equipment. Provided, however, first parties shall not terminate or cancel this agreement without first notifying second party of such default in writing, and second party shall have 30 days within which to correct said default and if said default be not corrected within said time, first parties may then terminate and cancel said agreement as above indicated. In the event second party is prohibited from during such default because of an act of God, second party shall have a reasonable time within which to cure such default even though the same be more than 30 days.

Executed this 9th ^{Sept} day of ~~August~~, 1955.

Isabel M. Blaney
Isabel M. Blaney

Sam Blaney
Sam Blaney

Attest:

Clouds Peak Radio & Television Corporation

Jim Carroll
Secretary

By Donald E. Tennant
President

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss.

On this 9th ^{Sept} day of ~~August~~, 1955, before me personally appeared Sam Blaney and Isabel M. Blaney, husband and wife, and acknowledged to me that they had executed the above and foregoing Agreement as their free act and deed and that they know and understand the contents thereof.

Henry H. Burgess
Notary Public

My commission expires: Nov 20, 1956.

STATE OF WYOMING }
COUNTY OF SHERIDAN } ss.

On this 9th day of Sept., 1955, before me personally appeared Dorald E. Tarrell to me personally known, who, being by me duly sworn, did say that he is the President of the Clouds Peak Radio and Television Corporation and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and acknowledge said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 9 day of Sept.

Walter S. Bell
Notary Public

My commission expires: March 24, 1958