

RIGHT-OF-WAY AGREEMENT

THIS RIGHT-OF-WAY AGREEMENT made this 14th day of September, 1963, by and between GEORGE A. NUGENT, a single man, of Sheridan County, Wyoming, hereinafter called First Party, and CLOUDS PEAK RADIO AND TELEVISION CORPORATION, hereinafter called Second Party;

WITNESSETH, THAT:

In consideration of the mutual covenants and agreements hereinafter contained and set forth and other valuable consideration, it is agreed as follows:

I.

First Party grants and conveys to Second Party an easement for the erection, construction, reconstruction, replacement, removal, maintenance, repair, alteration, inspection and use of a line of towers, poles, or other supports with such wires and cables as Second Party shall, from time to time, suspend therefrom for the transmission of electrical energy, television signals and waves, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, poles, wires and cables, together with a right-of-way on, along, over and across the following described lands which are situate in Sheridan County, State of Wyoming, to-wit:

Township 53 North, Range 83 West, Sixth Principal Meridian

Section 5: NW $\frac{1}{4}$ , except the following described tract of land situate in the N $\frac{1}{2}$ NW $\frac{1}{4}$  of said Section 5; Beginning at a point, said point being situated South 86° 00' West 440 feet from the South quarter corner of Section 32, Township 54 North, Range 83



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West; thence South 17° 30' West 390 feet,  
thence South 55° 05' West 738 feet, thence  
North 70° 33' West 664 feet, thence North  
25° 39' East 410 feet, thence North 31° 26'  
East 325 feet, thence South 85° 55' East  
1005 feet to the point of beginning.

Township 54 North, Range 83 West, Sixth Principal Meridian

Section 32: S $\frac{1}{2}$ SW $\frac{1}{4}$  and S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$

It is understood Second Party shall use presently established roadway and that the pole line shall remain in present location. It is also understood that the easement for said transmission line shall not be more than twenty feet in width.

II.

First Party does further grant to Second Party the rights of ingress to and egress from said strip over and across said lands by means of roads and lanes thereon, if such there be, (including the private roadway over the above described lands), otherwise by such route or routes as shall occasion the least practical damage and inconvenience to First Party, necessary for the full and complete use, occupation, and enjoyment of the easement and right-of-way hereby granted.

III.

First Party agrees not to erect or construct any buildings or other structure within said strip.

IV.

Second Party shall have the further right to use the gates in all fences which now cross or shall hereinafter cross said strip, and shall have the further right to install and maintain a gate in any fence which may hereafter cross said



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strip. Second Party shall properly close any gates while making use of the easement and right of way herein granted.

V.

Second Party shall also have the right from time to time to trim and to cut down and to clear away any and all trees and brush now or hereafter on said strip and shall have the further right from time to time to trim and to cut down and clear away any trees on either side of said strip which now or hereafter in the opinion of Second Party may be a hazard to said towers, poles, wires or cables, by reason of the danger of falling thereon, provided, however, that all trees which Second Party is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of First Party, but all tops, lops, brush and refuse shall be burned or removed by Second Party.

VI.

Second Party shall repair any damage it shall do to First Party's private roads or lanes on said lands, and shall indemnify First Party against any loss and damage which shall be caused by the exercise of said ingress and egress.

VII.

Second Party expressly agrees:

- (a) To save and hold First Party harmless from any liability to persons or property, including property damage sustained by First Party, 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.
- (b) To do everything within reason to limit all vehicles owned or operated by it, or operating on behalf of



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Second Party under some contract, to a speed of 25 miles per hour on roads and lanes located on said premises.

- (c) To furnish First Party with television services when the same shall be furnished to other rural homes in the proximity of the dwelling of the First Party located on the above described tract, without cost or liability to First Party for services and maintenance, subject to Wyoming Public Service Commission requirements.
- (d) To pay to First Party the sum of One Hundred Fifty Dollars (\$150.00) per year as rental for the use of said premises and privilege of said easement and right-of-way; that First Party acknowledges receipt from Second Party of the payment of rental for the first year; that all subsequent payments in the amount of One Hundred Fifty Dollars (\$150.00) shall be paid by Second Party to First Party on or before the 9th day of September of each year, commencing on September 9, 1964.

#### VIII.

First Party and Second Party agree that the provisions of this Agreement shall inure to the benefit of and bind the Parties hereto, their heirs, executors, administrators, personal representatives, assigns, successors and transferees and that the covenants and conditions herein contained shall run with the land forever.

#### IX.

The bankruptcy, insolvency, or the failure to promptly perform and do any of the obligations herein contained, or to perform the same in a good, faithful and workmanlike manner of the Second Party, its successors, assigns or transferees, shall, at the option of the First Party, give the First Party the right to terminate and cancel this agreement, to retain all moneys paid hereunder as liquidated damages and to 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 Party shall not terminate or cancel this agreement without first notifying Second Party of such default in writing and Second Party shall then have thirty days within which to correct said default and if said default be not corrected within said time, First Party may then terminate and cancel said agreement as above indicated. In the event Second Party is prohibited from curing 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 thirty days.

WITNESS our hands and seals the day and year first above written.

George A. Nugent  
First Party

CLOUDS PEAK RADIO AND TELEVISION CORPORATION

By Dwight E. Smith  
President

Attest:  
Arline L. Tammich  
Secretary

STATE OF WYOMING     )  
                              ) SS.  
COUNTY OF SHERIDAN )

On this 14th day of September, 1963, before me personally appeared GEORGE A. NUGENT, a single man, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same freely and voluntarily.

Given under my hand and Notarial Seal the day and year in this certificate first above written.

Arline L. Tammich  
Notary Public  
My commission expires: November 3, 1966

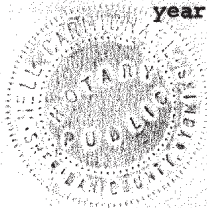


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STATE OF WYOMING     )  
                              )     SS  
COUNTY OF SHERIDAN   )

On this 14th day of September, 1963, before me personally appeared DONALD E. TANNEHILL, to me personally known, who, being by me duly sworn, did say that he is the President of 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 on behalf of said Corporation by authority of its Board of Directors and said Donald E. Tannehill acknowledged said instrument to be the free act and deed of said Corporation.

Given under my hand and Notarial Seal this day and year in this Certificate first above written.



Lee Carmichael  
Notary Public

My commission expires:

November 3, 1966