



2016-731634 12/15/2016 10:59 AM PAGE: 1 OF 9
BOOK: 564 PAGE: 9 FEES: \$36.00 PK RIGHT OF WAY EASEMEN
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Easement NO _____
Township 54N
Range 83W
Sections 23, 24, 25, 36
W.O. # 831-2160454

Range Telephone Cooperative, Inc. Right-of-Way Easement

KNOW ALL MEN BY THESE PRESENTS: The undersigned **REGINA LEATH**, and her successors, assigns and heirs hereinafter collectively "Grantor"(whether one or more), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer, assign and convey unto **Range Telephone Cooperative, Inc.** a Wyoming Corporation having its principal office at P.O. Box 127, 2325 Front Street, Forsyth Montana 59327 and to its successors, assigns, affiliates, lessees, licensees and agents, hereinafter all collectively" Grantee, "a perpetual continuous easement and right-of-way (the "Easement")for the purposes of locating, placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying in size, number, operating capacity or otherwise, providing services over and removing such communication and telecommunication facilities and appurtenances related to the provision of communications or telecommunications services, as they now exist or shall be hereinafter installed, as Grantee may deem necessary and/or desirable for its telecommunications/communications operations, over, under, across and upon Grantor's Land . In granting this Easement, Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of Wyoming.

Special Warranty Deed described on Instrument # 71857; found in Book 338 Page 546 - 549, as recorded December 21, 1990, in Sheridan County, Wyoming

The easement location: lying in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, NESE Section 23;
NWSW, SWSW, SWNW Section 24;
NWNW, NENW, SENW, NESW, SESW, Section 25;
NENW, NWNE, SWNE, SENW, Section 36, T 54N, R 83W 6th PM

An Easement: Commencing at the Center $\frac{1}{4}$ Corner of Section 36, T 54N, R 83W ; thence north following the north/south center line a distance of 517 feet, more or less; thence west a distance of 127 feet, more or less, to a point on the centerline of Murphy Gulch Road said point also being the northwest corner of the Robert A. Belus property the Warranty Deed executed by Regina Leath to Robert A. Belus on September 10, 1991 found in Book 344 of Deeds at Page 92 recorded in Sheridan County; this being the **Point of Beginning** of this easement description; thence northerly, the easement being a strip of land 20 feet wide, 10 feet either side of the centerline, the centerline of the easement being established by the placement of the cable, the route will run parallel with the east side of Murphy Gulch Road. Because of the terrain in the area the centerline of the easement will vary between 25 feet to 65 feet east of the centerline of said Murphy Gulch Road. Running northerly a distance of 10,916 feet to a point where the route will leave the roadway; thence northeasterly running parallel with the north property line in the NESE, SENE in Section 23 and that portion in the SWNW Section 24, T 54N, R 83W following the Jim Creek Trail Road to a point of terminus, said point of terminus being the east property boundary. This easement is approximately 12,016 feet in length.

Easement being more particularly set forth on "**Exhibit A**" attached hereto and by reference made a part hereof.

Grantee (and its designees) is also hereby granted as part of the Easement, (a) their right of pedestrian, vehicular, machinery and equipment ingress and egress over, across and upon said Easement location as described above, as well as on any roads, depicted on Exhibit A, and over and across Grantor's lands for the purpose of locating, placing, constructing, installing, inspecting, improving, operating, reconstructing, repairing, maintaining, replacing, relocating, changing the configuration of, modifying in size, number, operating capacity or other wise and removing the said communication and/or telecommunication facility(ies) and/or service(s) and related equipment, devices, appliances, and other property, as well as performing any act related

This Easement, together with all other provisions of this grant, shall constitute a covenant burdening the land and is an easement in gross for the benefit of Grantee, its successor and assigns.

The Grantor expressly reserves for Grantor, and Grantor's, successor and assigns, all rights to use the surface of the land with respect to which this Easement is herein granted for purposes which do not, interfere with the exercise by Grantee of any of the rights granted in this Easement.

Grant or further covenants that Grantor, Grantor's heirs, successor and assigns shall not, individually, or in combination with others, interfere directly or indirectly with Grantee's use of this Easement now or at any time in the future, or with the efficiency, safety, or convenient operation of the communications and/or telecommunications facilities, service(s), related equipment, devices, appliances, and/or other property.

Grantor covenants that Grantor is the fee simple owner of the Grantor's Land, or has an interest in the Grantor's Land which entitles Grantor authority to grant this Easement to Grantee.

This Communication/Telecommunication Facilities and Right-Of-Way Easement contains' all covenants and terms between Grantor and Grantee related to the Easement. Any or all representations or modifications concerning this Easement shall be of no force and effect. Any subsequent amendment or modification to this Easement must be in writing and agreed to, and signed by the Grantor and Grantee.

Grantor here by binds Grantor, and Grantor's successors, assigns, and heirs to warrant and forever defend said Easement unto Grantee, its successors, assigns, affiliates, lessees, licenses and agents against every person whom so ever claims an interest adverse to rights granted to Grantee under this Easement.

IN WITNESS WHEREOF the undersigned has executed this Communication /Telecommunication Facilities and Right-Of-Way Easement this 1 day of Dec., 2016.

GRANTOR: Regina Leath
REGINA LEATH

STATE OF WYOMING)

)

COUNTY OF Sheridan)

The fore going Communication/Telecommunication Facilities & Right of Way Easement was acknowledged before me on 1 day of Dec, 2016 by Regina Leath..

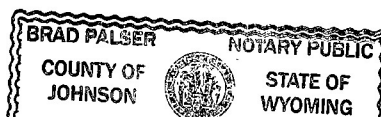
WITNESS MY HAND AND OFFICIAL SEAL

[Signature]


(SIGNED)

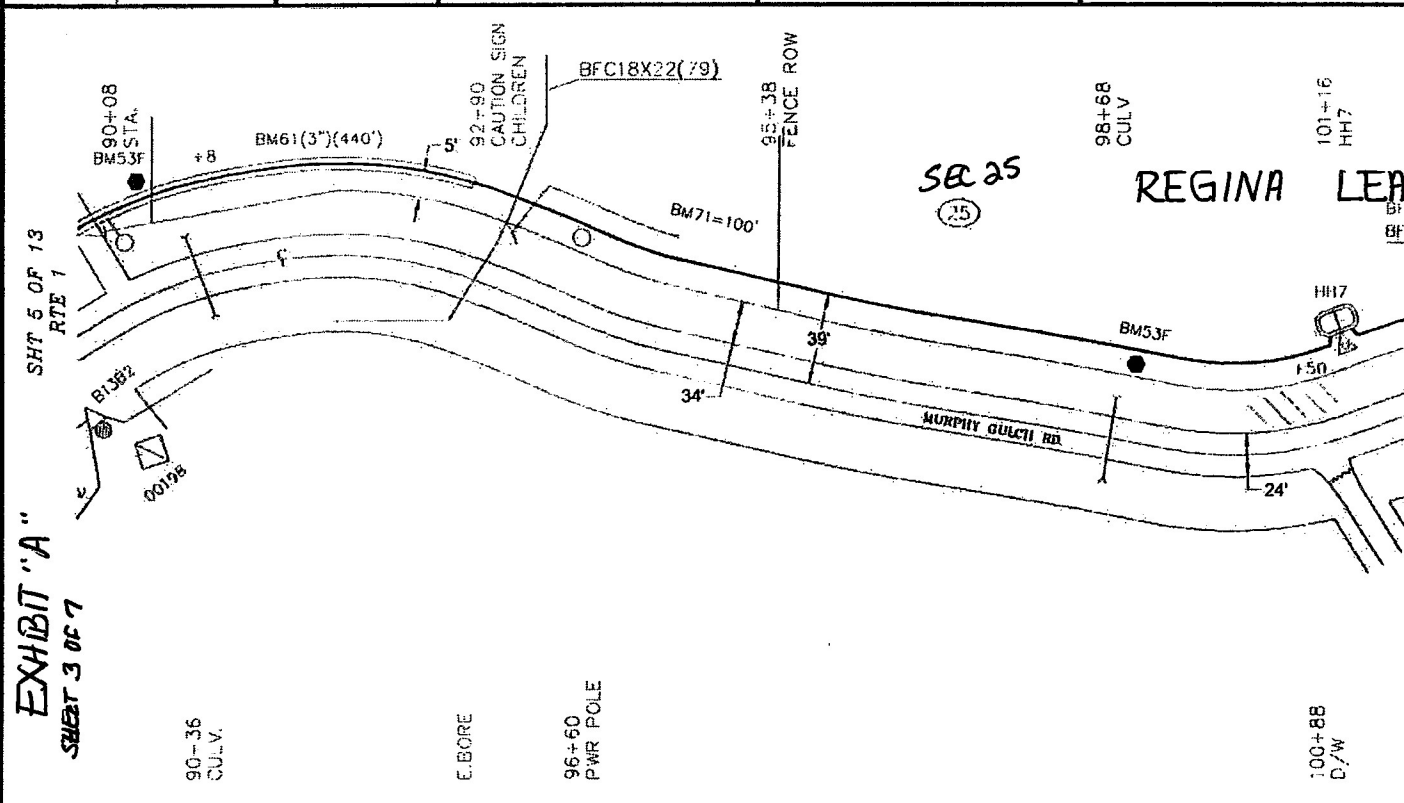
(SEAL)

NOTARY PUBLIC



RANGE TELEPHONE COOPERATIVE INC STAKING S

	Revisions		Staked By AV	Project MURPHY GULCH	Exchange: SE SHERIDAN
			Date Staked 7/16	Date Const.	Tax Code Area



Ped/Pole Number	Pole H-C	LP	BD	BG Load Coil	BM Trench	BM	BM	BM	BM	BFO	BFOV	BHF	HBFOL					
		BA	BD3A			2	53F	61(3")	71	48I	(2X1.25)W	(36X48 X36)T						
109+60						1												
HH#7		1	1			1	2	440	100	1374	1274	1	1					

Plot Date: September 14, 2016

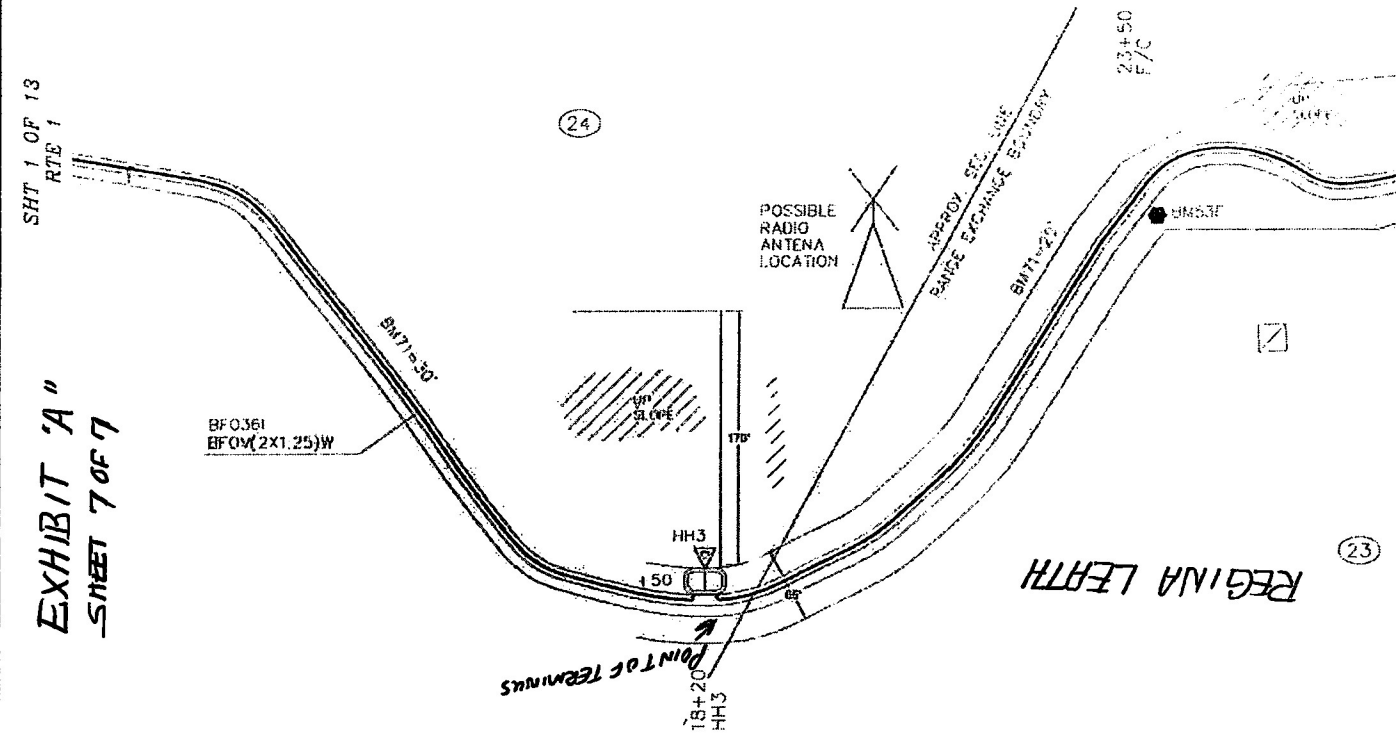
Tax Code Area

SEC 25

Plot Date: September 14, 2016

RANGE TELEPHONE COOPERATIVE INC STAKING S

	Revisions	.	Staked By AV	Project MURPHY GULCH	Exchange: MURPHY GUL
		.	Date Staked	Date Const.	Tax Code Area



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		BA	BD3A			2	53F	61(3)	71	36I	(2X1.25)W	(36X48 X36)T					
HH#4		1	1			1	2		20	1220	1120	1	1				
HH#3		1	1			1			30	1000	900	1	1				
TOTALS		2	2			2	2		50	2220	2020	2	2				

Post Date: September 14, 2016

2016-731634 12/15/2016 10:59 AM PAGE: 9 OF 9
BOOK: 564 PAGE: 17 FEES: \$36.00 PK RIGHT OF WAY EASEMENT
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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

[illegible]

2013
 2014
 2015
 2016

Pad
to Fill for Lays
of Tranching

Pod

of Teaching

Yoke Plate

Oil Lamp
Gas Lamp

Water Use

From Capt. S. L. W.

1/8 14.72
