



2016-730612 10/31/2016 12:19 PM PAGE: 1 OF 4  
BOOK: 563 PAGE: 123 FEES: \$21.00 SM EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Easement NO \_\_\_\_\_  
Township 57N  
Range 83W  
Sections 7  
W.O. # 831-2160453

KNOW ALL MEN BY THESE PRESENTS: The undersigned **Forest B. Dunning and Susan M. Dunning, Trustees, of the Forest B. Dunning Trust dated March 19, 2008** and **Forest B. Dunning and Susan M. Dunning, Trustees of the Susan M. Dunning Trust dated March 19, 2008 as tenants in common** and their 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 up on 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.

Further described on Instrument # 2016-729017; found in Book 561 Page 613, as recorded August 22, 2016, in Sheridan County, Wyoming The location of the easement: lying in the N½SE¼, Section 7, T 57N, R 83W 6<sup>th</sup> Principal Meridian.

**An Easement:** Commencing at the South 1/16 Corner of Section 7, T 57N, R 83W; thence N 00° 39' 49" E along the north/south centerline of Section 7 running distance of 1125.56 to the centerline of a Sheridan County Road # 108, commonly known as Beatty Spur Road; This being the Point of Beginning of this easement description; The easement being a strip of land 20 feet wide, 10 feet either side of the center line of the placement of the communication cable. The easement will be 45 feet north of the centerline of Beatty Spur Road said point being approximately five (5') feet north of the Beatty Spur Road right-of-way fence. The centerline of Beatty Spur Road, and Beatty Gulch Road, further described; Run thence S 65° 39' 30" E, 254.98 feet; thence southeasterly 275.54 feet along the arc of a 3650.00 foot radius curve to the right which chord bears S 63° 29' 45" E, 275.47 feet; thence S 61° 19' 59 E, a distance of 94.17 feet; thence southeasterly 528.55 feet along an arc of a 2250.00 foot radius curve to the right which chord bears S 54° 36' 12" E a distance of 527.34 feet; thence S 47° 52' 25" E a distance of 357.46 feet; thence Southeasterly 108.14 feet along a the arc of a 2890.00 foot radius curve to the right which chord bears S 46° 48' 06" E a distance of 108.13 feet; thence S 45° 43' 47" E a distance of 122.02 feet; thence southeasterly 252.30 feet along the arc of a 300.00 foot radius curve to the left which chord bears S 69° 49' 21" E a distance of 244.93 feet to the centerline of Beatty Gulch Road this being the point of terminus..

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 to the communication and/or telecommunication facilities and/or service(s); (b) the right (but not the obligation) to trim, or remove any trees, shrubs and other foliage located there on which might, in the judgment of Grantee damage or interfere with the operation of any permitted communications and telecommunication facilities, service(s) or related equipment, device, appliance and/or other property; and © the right (but not the obligation)to prevent the construction or placement within the Easement herein granted of any buildings, materials, structures or other obstructions which may, in the judgment of Grantee (and its designees), endanger or interfere with Grantee's use of this Easement or the efficiency, safety or convenient operation of said communications or telecommunications facilities, or related equipment, devices, appliances and other property now or at any time in the future. If such buildings, materials, structures, or other obstructions are constructed or otherwise placed within the Easement by Grantor or any other party, without the prior written consent of Grantee, then Grantee shall have the right to remove same from such space. Grantor shall not make changes in grade, elevation or contour of the land within the Easement without prior written consent of Grantee.



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 12 day of Oct, 2016.

**The Forest B Dunning Trust dated March 19 2008 & The Susan M. Dunning Trust dated March 19, 2008**

GRANTOR: Forest B. Dunning  
Forest B. Dunning, Trustee

GRANTOR: Susan M. Dunning  
Susan M. Dunning, Trustee

STATE OF WYOMING )  
 )  
COUNTY OF )

The fore going Communication/Telecommunication Facilities & Right of Way Easement was acknowledged before me on the 12 day of Oct, 2016 by Forest B. Dunning and Susan M. Dunning

WITNESS MY HAND AND OFFICIAL SEAL

Adrienne Lewallen

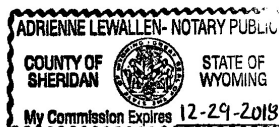
(SIGNED)

(SEAL)

NOTARY PUBLIC

Adrienne Lewallen

(Print or type Name)

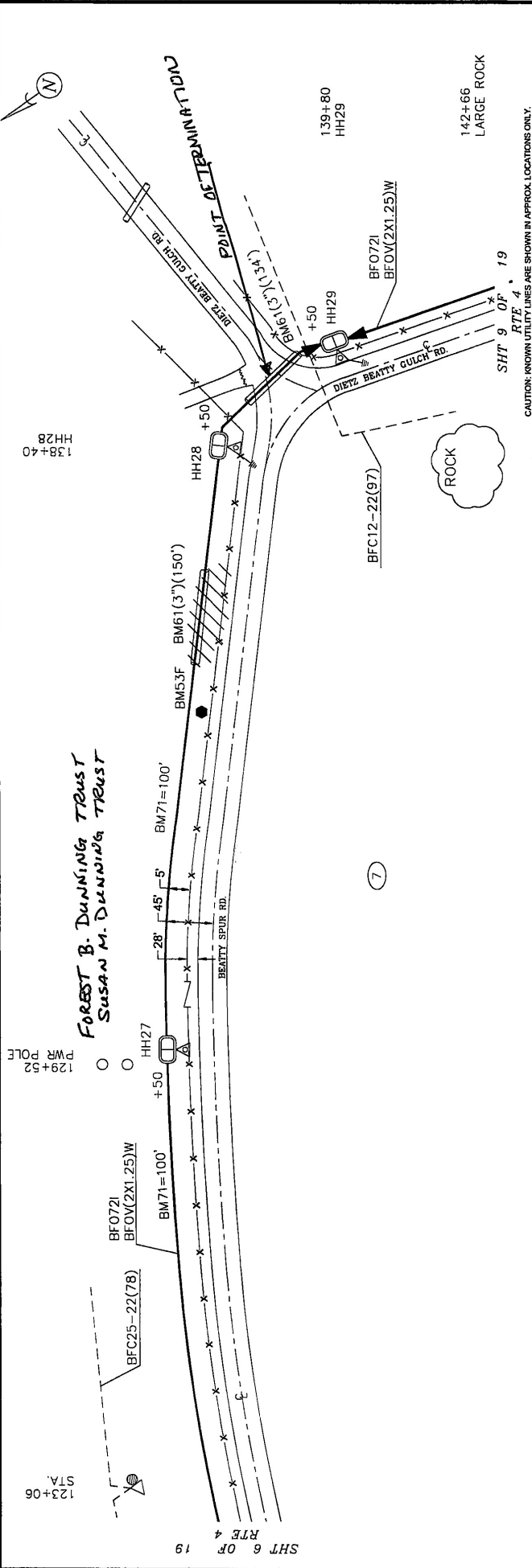


My Commission Expires: 12-29-2018

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	Revisions		Staked By AV	Project	BEATY GULCH	Exchange: DECKER	TWP 57N	SEC 7	County SHERIDAN	Route 4
			Date Staked	Date Const.		Tax Code Area	RGE 83W	SEC	Work Order 831-2160453	Sheet 7 of 19



CAUTION: KNOWN UTILITY LINES ARE SHOWN IN APPROX. LOCATIONS ONLY.  
EXACT LOCATIONS TO BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION

[illegible]

Plot Date: September 12, 2016

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