

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between HOWARD W. JORGENSEN and KATHLEEN M. JORGENSEN, husband and wife, hereinafter known as JORGENSENS, and GARRYOWEN BROADCASTING SYSTEM, a corporation, hereinafter known as GARRYOWEN,

WITNESSETH: That

WHEREAS, GARRYOWEN plans to erect a television transmission and broadcasting facility upon lands belonging to the State of Wyoming, situate in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 32, Township 57 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; and

WHEREAS, GARRYOWEN desires the right of ingress and egress from Interstate Highway 90 near the Jensik Interchange, over and across the JORGENSEN lands, designated as follows:

N $\frac{1}{2}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 28, E $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 29, Township 57 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming;

and

WHEREAS, GARRYOWEN may wish to put some receiving antennae on the southerly portion of the JORGENSEN lands; and

WHEREAS, the parties have come to an agreement and wish to reduce the same to writing,

NOW, THEREFORE, in consideration of the premises, the monetary amounts as hereinafter set forth and the mutual covenants and promises of the parties,

IT IS AGREED AS FOLLOWS:

1.

JORGENSENS do hereby grant unto GARRYOWEN a right-of-way for ingress and egress from Interstate Highway 90, or the access abutment located near the Jensik Interchange, over and across their aforesaid lands to the proposed television installation of GARRYOWEN, including a right-of-way for a power line

to said installation. The exact route shall be established by mutual agreements of the parties hereto and GARRYOWEN agrees to use said route and not to damage any other lands of JORGENSONS insofar as is possible.

2.

That GARRYOWEN is hereby granted by JORGENSONS the further right to erect, maintain and service certain receiving antennae on the southerly portion of their lands near the proposed GARRYOWEN installation as aforesaid; that, in the event GARRYOWEN decides to erect and maintain such receiving antennae, then the cable therefrom running from said antennae to the GARRYOWEN installation onto State of Wyoming lands shall be buried under ground.

3.

That payment for said right-of-way and other use of JORGENSONS lands shall be as follows:

- (a) The sum of \$500.00 herewith, the receipt and sufficiency of which JORGENSONS do hereby acknowledge, and the sum of \$500.00 on the first day of December of each year hereafter for nine (9) consecutive years.

4.

That the term of this right-of-way easement and use shall be for ten (10) years from the first day of December 1966, until the 30th day of November, 1976; that GARRYOWEN is hereby granted an option to renew said right-of-way and use, under the same terms and conditions as herein stated for an additional ten (10) years, starting December 1st, 1976, and ending November 30th, 1986; that said option shall be exercised by the giving of written notice to the Jorgensons at least thirty (30) days prior to November 30th, 1976.

5.

That, in the event the said television installation is abandoned and dismantled, this agreement shall cease, and there shall be no further obligation on GARRYOWEN to make any further payment hereunder, but there shall be no rebate on the yearly payment of the year in which this agreement terminates. In the event of abandonment, GARRYOWEN shall remove any erected receiving antennae and cables, as well as all power line poles, which may be on JORGENSENS land, and shall restore the lands on which same were placed to its original condition, including seeding. Furthermore, GARRYOWEN shall restore the road bed of the right-of-way to its original condition, including seeding.

6.

As further consideration for this agreement, GARRYOWEN agrees to indemnify and hold harmless JORGENSENS against any and all loss and liability which they may incur by reason of the use of the JORGENSEN lands, by GARRYOWEN, its agents, servants and contractors, for injuries or damages to persons or personal property sustained by third parties while on the JORGENSEN lands. GARRYOWEN further agrees to pay for any and all damages to livestock or improvements belonging to JORGENSENS or their lessees, caused by the acts of GARRYOWEN, its agents, servants, employees and contractors.

7.

This agreement shall be binding upon the heirs, personal representatives, assigns and successors of the parties hereto.

EXECUTED this 5<sup>th</sup> day of December, 1966.



Howard W. Jorgenson  
HOWARD W. JORGENSEN

Kathleen M. Jorgenson  
KATHLEEN M. JORGENSEN

GARRYOWEN BROADCASTING SYSTEM

BY: Joseph S. Sample  
President

STATE OF WYOMING }  
County of Sheridan } ss.

On this 5th day of December, 1966, before me personally appeared HOWARD W. JORGENSEN and KATHLEEN M. JORGENSEN, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



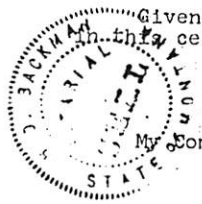
Given under my hand and Notarial Seal the day and year this certificate first above written.

Judith Kellis  
Notary Public

My Commission expires: June 25, 1967.

STATE OF MONTANA }  
County of } ss.

On this 7th day of December, 1966, before me personally appeared JOSEPH S. SAMPLE, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of GARRYOWEN BROADCASTING SYSTEM, a 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 JOSEPH S. SAMPLE acknowledged said instrument to be the free act and deed of said corporation.



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

Joseph S. Sample  
Notary Public

My Commission expires: December 29, 1968

NOTARY PUBLIC for the State of Montana  
Residing at Billings, Montana  
My Commission Expires December 29, 1968