

RECORDED NOVEMBER 10, 1958, BK 119 PG 397
NO. 418791, B. B. HUME, COUNTY CLERK

RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made and entered into this day by
and between W. Sherman Burns and Dorothy A. Burns, his wife,
hereinafter called First Parties, and Clouds Peak Radio and
Television Corporation, hereinafter called Second Party;

WITNESSETH THAT:

WHEREAS, the First Parties are the owners of the real
estate, hereinafter described, and Second Party desires a
private right-of-way across said lands, to permit its officers,
agents and employees ingress and egress to its television
equipment to be situated on a two acre tract located in the
Southwest quarter of the Southwest quarter of Section 36,
Township 54 North, Range 84 West of the Sixth Principal
Meridian, in Sheridan County, Wyoming.

NOW, THEREFORE, said First Parties, for and in con-
sideration of the sum of One Dollar and other valuable
considerations including the promises and agreements of
Second Party, hereinafter set forth, have and by these presents
do hereby grant and convey unto Second Party, its successors
in interest and assigns, an easement for a private right of
way for a roadway and a power line over and across the follow-
described lands and premises, now owned by First Parties,
to-wit:

Lots 4, 5 and 6, Southeast quarter of the Northwest
quarter, South half of the Northeast quarter,
North half of the Southeast quarter and the Northeast
quarter of the Southwest quarter of Section 6,
Township 53 North, Range 83 West of the Sixth
Principal Meridian, Sheridan County, Wyoming.

Lots 1, 2, 3 and 4 and the South half of the
North half of Section 1; Lots 1, 2, 3 and 4 and
the South half of the Northeast quarter of Section
2, Township 53 North, Range 84 West of the Sixth
Principal Meridian, Sheridan County, Wyoming.

South half of the South half of Section 35,
Township 54 North, Range 84 West of the Sixth
Principal Meridian, Sheridan County, Wyoming.

Said easement is conveyed to Second Party, its
successors in interest and assigns for the following purposes:

(1) To enable Second Party, its successors in interest and assigns, acting through its officers, agents and employees, to build, construct and maintain a roadway across said premises; said roadway to follow the present roadway across said premises, and to permit Second reasonable access to a tract of land comprising approximately four acres situate in the Southwest quarter of the Southwest quarter of Section 36, Township 54 North, Range 84 West of the Sixth Principal Meridian leased by Second Party from the State of Wyoming, provided, said roadway shall be limited to a maximum width of 15 feet and no trees shall be removed for the purposes of the roadway without express permission of First Parties;

(2) To enable Second Party, its successors in interest and assigns, acting through its officers, agents and employees, to construct, operate and maintain a power line to serve the antenna site to be located on said four acre tract in the Southwest quarter of the Southwest quarter of Section 36, Township 54 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming. It is understood that said power line shall be located in said roadway right-of-way wherever practical but that Second Party shall have the right to cross the Northwest quarter of Section 1, Township 53 North, Range 84 West of the Sixth Principal Meridian and the Southwest quarter of the Southwest quarter of Section 36, Township 54 North, Range 84 West of the Sixth Principal Meridian to serve said antenna site. The power line right-of-way shall not exceed twenty feet in width and the Second Party shall have the right, with the approval of First Parties, to cut and remove not to exceed twenty pine trees and fifteen aspen trees. Second Party shall have the right to cut additional trees only with the consent of First Parties first had and obtained. Second Party shall have the right, however, to remove such brush and stubbage as may be necessary to properly install, operate and maintain said power line. Second Party agrees to get necessary approval from the Commissioner of Public Lands for Wyoming to permit the construction of said power line across the Southwest quarter of the Southwest quarter of Section 36 aforesaid.

Second Party expressly agrees that the television antenna and all other structures to be built on said four acre tract shall be erected so that they are not visible from First Parties' present residence.

The First Parties shall have the right at their own expense, subject to the approval of the Montana-Dakota Utilities Co., to make such connection or connections with the power line as they may desire.

Second Party expressly agrees to maintain said roadway and power line at its own expense and further agrees to indemnify and hold First Parties, and each of them, and their heirs, executors, administrators and assigns, harmless from any and all damages and liability of every kind, including but not exclusively, all damages (not permitted by the easement) to trees not removed, forest, grass and livestock, as well as to all persons whomsoever, resulting from the construction and maintenance of the roadway and power line and the operation of the television antenna and its accompanying facilities. The Second Party shall at all times carry public liability insurance at its expense to adequately protect it against all liability herein referred to and shall furnish to First Parties from time to time a certificate or certificates showing said insurance to be in force with some qualified insurance company.

It is understood and agreed that as part of the consideration for the rights herein conveyed by First Parties to Second Party, that Second Party and its successors or assigns shall pay to First Parties and their successors in interest the sum of \$200.00 upon the execution of this agreement as a cash consideration for the use of said right-of-way for the period from July 1, 1958 to July 1, 1959; that a like sum of \$200.00 shall be paid on July 1, 1959, covering the use of said premises for the period of July 1, 1959 to July 1, 1960 and that thereafter the annual cash payment shall be a sum to be agreed upon by the parties. In the event the

parties cannot agree on the annual cash rental to be paid beginning July 1, 1960, then such figure shall be left to arbitration and First Parties shall select one arbitrator and Second Party shall select one arbitrator and the two arbitrators shall select a third arbitrator. It is agreed, however, that the annual rental to be paid beginning July 1, 1960 shall not be less than \$600.00 per year. It is further understood that the rental will be set for ten year periods, beginning July 1, 1960 and the amount of rental re-negotiated at the end of each ten year period. All rental payments shall be paid in advance on the first day of July each year.

It is further agreed that the First Parties shall have the right to move any existing fences found upon the lands owned or controlled by them and that First Parties shall likewise have the right to graze any of the pasture lands which are included in the right-of-way except such lands which are actually occupied by the facilities which may be constructed by Second Party.

Said easement and the covenants herein contained shall be construed as an easement and covenants running with the land for the private use and benefit of Second Party, its successors in interest and assigns.

In the event that at anytime, Second Party, its successors and assigns, shall cease to maintain and operate the television antenna and associated equipment, herein referred to, or if at anytime the Second Party, its successors and assigns, shall be in default in any of the terms and provisions herein set forth on its part to be performed, for a period of thirty days, the rights herein granted and the said easement shall be forthwith terminated. And it is agreed that said easement and the rights of the Second Party hereunder

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are restricted to use by the Second Party, its successors and assigns, for the operation and maintenance of the said television antenna and associated equipment, and that any other use thereof shall constitute a violation of this agreement and ground for termination thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate as of the 1st day of July, 1958.

William Burn

Barth A. Burns
First Parties

CLOUDS PEAK RADIO AND TELEVISION
CORPORATION

By Donald E. Jamieson
President

ATTEST:

Jim Carroll
Secretary



NEW YORK
STATE OF WYOMING }
COUNTY OF SHERIDAN } SS

NEW YORK
On this 23 day of September, 1958, before me personally appeared W. Sherman Burns and Dorothy A. Burns, his wife, to me personally known to be the persons described in and who executed the above and foregoing instrument and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging said instrument.

Given under my hand and notarial seal the day and year in this certificate first above written.

Harvey E. Schumacher
Notary Public

My commission expires on the 30 day of March, 1960.

Notary Public, State of New York
No. 41-8861800 Qualified in Queens Co.
Cert. Filed in New York County
Commission Expires March 30, 1960

STATE OF WYOMING }
COUNTY OF SHERIDAN } SS

On this 15th day of September, 1958, before me personally appeared Donald E. Tannehill, to me personally known, who, having been by me first duly sworn, did say: That he is the President of Clouds Peak Radio and Television Corporation, the Corporation described in and which executed the foregoing instrument; 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 said Donald E. Tannehill acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

Thomas May Ruff
Notary Public

My commission expires on the 2 day of May, 1960.

