

THIS AGREEMENT, made and entered into this 3rd day of October, 1957, by and between the BIG HORN COAL COMPANY, a corporation of Sheridan County, Wyoming, PARTY OF FIRST PART, and the SHERIDAN-MONTANA TELEPHONE COMPANY, a corporation of Sheridan County, Wyoming, PARTY OF SECOND PART.

WITNESSETH: That

WHEREAS, Party of First Part is the owner of the following described lands situate in the County of Sheridan, State of Wyoming, to-wit:

S $\frac{1}{2}$ of Section 15, Township 57 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming,

which tract of land, for brevity, be hereinafter referred to and termed "said premises," and

WHEREAS, Party of Second Part is the owner and operator of a certain telephone system in the State of Wyoming and the State of Montana and is proposing to extend its said telephone lines from a point on the Roy Williams land, east of said premises, in a westerly direction to connect with the telephone lines of the Mountain States Telephone & Telegraph Company at Acme, Wyoming, and Second Party desires to cross said premises with its said telephone line in order to reach its destination in the vicinity of the electric light and power plant of the Montana-Dakota Utilities Company located at Acme, Wyoming, and

WHEREAS, THE Description of the line of said telephone installation as same cross the premises of First Party is more particularly described as follows, to-wit:

Beginning at a point 285 feet, more or less, north and west of the southeast corner of NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 15, T 57 North, Range 84 West, said point being approximately 10 feet west of the County road to Acme power plant where said road crosses the Acme Spur track and approximately 12 feet south of the south rail of said railroad track, thence northeasterly along the north side of Big Horn Coal Co. haul road and old county road to a point where the old county road turns north to a bridge across Tongue River, thence easterly along the north side of Big Horn Coal Co. haul road to the west bank of Tongue River and across Tongue River on the north side of bridge location to the east bank of Tongue River and on the north side of haul road, thence easterly across the haul road and intersection of haul road and entry ramp road to the east side of said intersection, thence southeasterly across haul road to the south side of haul road and north bank of Tongue River, thence southeasterly along the south side of haul road and north bank of Tongue River to the east boundary line of Section 15, all being within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 15, Township 57 N. Range 84 W. 6th P.M. Sheridan County, Wyoming,

NOW, THEREFORE, in consideration of the premises, it is mutually agreed, promised and understood:

I.

In consideration of the sum of \$10.00 this day in hand paid by Party of Second Part to Party of First Part, the receipt whereof is hereby confessed and acknowledged, and of the covenants on the part of Party of Second Part hereinafter contained, Party of First Part does hereby grant to Party of Second Part the rights and liberties following, namely:

(a) The right to construct, operate and maintain over and across the premises above described, to-wit: S½ Section 15, Twn. 57 N. Range 36 West of 6th P.M., a telephone transmission line, including necessary guy and brace poles, anchors and guy wires.

(b) Liberty from time to time to enter upon said premises, along the line of said telephone system for the purpose of repairing or renewing the same, as occasion may require, doing no unnecessary damage to said premises, and restoring the surface thereof whenever possible, as soon as may be.

(c) Liberty to enter upon said premises and to remove said telephone line whenever the Party of Second Part shall determine to abandon the use thereof.

(d) To hold and enjoy said rights and premises hereby granted unto the Party of the Second Part forever, subject to determination or hereinafter provided.

II.

Party of the Second Part covenants with Party of First Part as follows: namely--PARTY OF SECOND PART will:

(a) Do all work and things hereby authorized to be done by it upon or affecting said premises, in a good and workmanlike manner, and so as to cause no unnecessary damage or disturbance to said premises.

(b) Will be responsible for and pay to Party of First Part any damages occasioned to it by Party of Second Part or its agents in so constructing, repairing, renewing or removing said telephone line or any part thereof, for which Party of Second Part may legally be liable, that may result to Party of First Part or to said premises in consequence of the granting by the Party of the First Part of said rights

and privileges;

(c) Will keep Party of First Part indemnified against all actions, claims and demands that may be lawfully brought or made against it by reason of anything done by Party of Second Part in exercise or purported exercise of the rights and privileges hereby granted;

(d) Will keep the said lines and other equipment of the Second Party which shall be strung or placed on said premises in good repair and condition.

(e) Will, whenever its right to maintain the said telephone line upon said premises shall cease, within thirty days thereof, remove said telephone line from said premises, and in such case and also in case it desires to abandon the use of said telephone line, remove the same from said premises, restoring said premises or such parts thereof as have been opened, disturbed or damaged by Party of Second Part, to the same or as good a state and condition as they were in immediately before the date of such removal.

(f) The Party of Second Part further covenants and agrees that if in the course of future coal mining operations of Party of First Part, it shall be necessary to remove the coal underlying the right of way for said telephone line as same is delineated over said premises, then and in that event, the Party of Second Part agrees to remove and change the said line of its telephone system, at its own expense, so as not to interfere with the coal mining operations of the Party of the First Part.

III.

If there shall be any breach of any of the covenants on the part of Party of the Second Part, or the conditions herein contained, if such breach shall continue for more than 30 days after notice in writing given to Party of Second Part, then and in any such case, it shall be lawful for the Party of First Part on thirty days' notice in writing given to the Party of Second Part, to determine these presents, and thereupon the same shall be determined and without prejudice to the remedies of either party in respect of anything done or suffered before said determination, or to any right accruing to either party under the provisions hereof.

IV.

The Party of First Part covenants with Party of Second Part that the Party of Second Part performing and observing the covenants and conditions on its part to be performed and observed may peaceably enjoy the rights and liberties hereby granted without any interference on the part of the Party of the First Part.

V.

The parties in this Agreement of either of the parties hereto in any or otherwise, shall be deemed to include its successors and assigns, unless otherwise inconsistent with the terms and provisions hereof.

IN WITNESS WHEREOF, the Big Horn Coal Company has caused these presents to be executed in duplicate in its name and by its officers duly authorized, and its corporate seal to be hereunto affixed this 3rd day of October, A.D. 1957, at Sheridan, Wyoming, and the Sheridan-Montana Telephone Company, a corporation of Sheridan, Wyoming, has caused same to be executed in duplicate in its name and by its officers, thereunto duly authorized and its corporate seal hereunto affixed this 3rd day of October, A.D. 1957.

BIG HORN COAL COMPANY

Witness:

W R McIntyre
Secretary

C. W. Lamb
President

SHERIDAN-MONTANA TELEPHONE COMPANY

Witness:

Romina F. Bumbala
Secretary

William F. Bumbala
President

STATE OF WYOMING }
County of Sheridan } ss

On this 3rd day of October, A.D. 1957, before me appeared A. W. Lonabaugh, to me personally known, who being by me duly sworn, did say that he is the President of Big Horn Coal Company, a corporation, and that the seal affixed to said instrument is the corporation 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 that the said A. W. Lonabaugh acknowledged said instrument to be the free act and deed of said corporation.

Pearl G. Mason
Notary Public

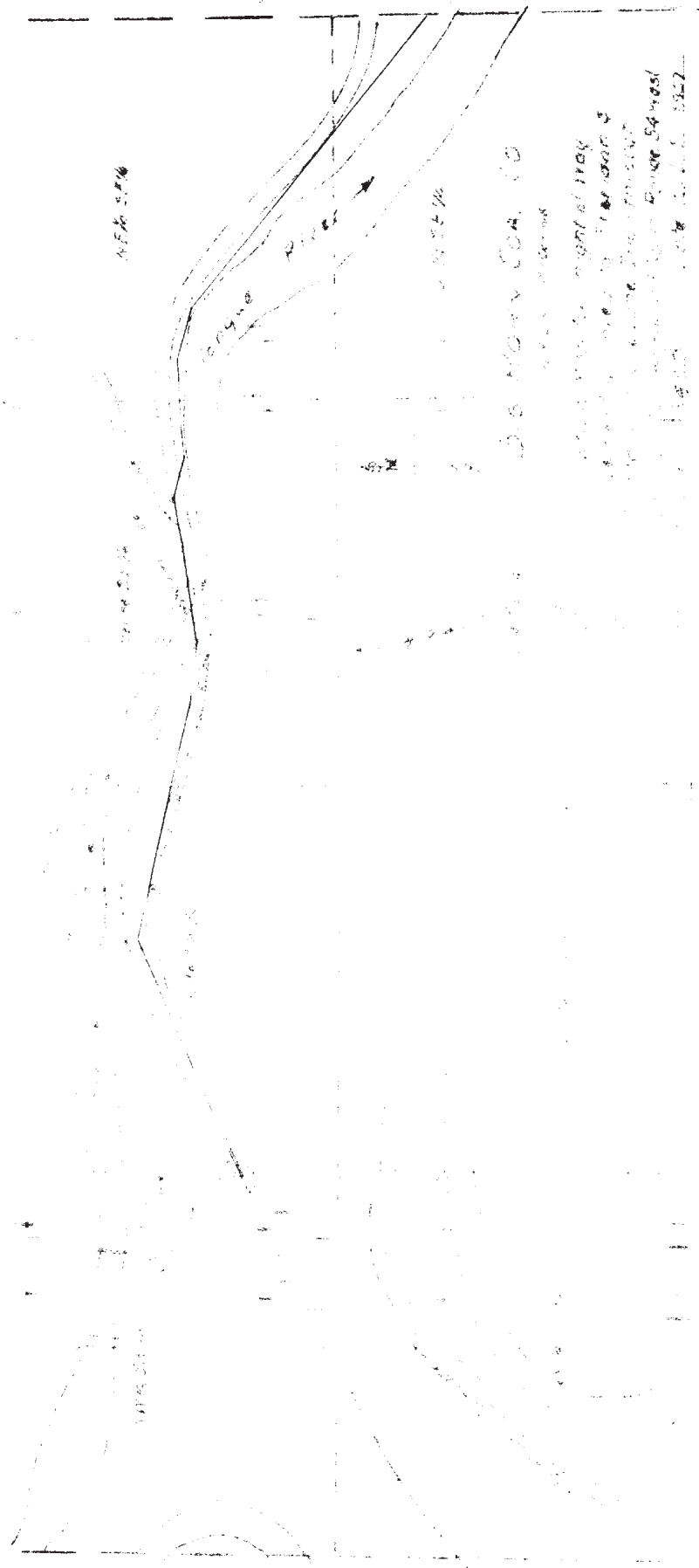
My Commission expires: May 13, 1961

STATE OF WYOMING }
County of Sheridan } ss

On this 3rd day of October, A.D. 1957, before me appeared William F. Barbula, to me personally known, who being by me duly sworn, did say that he is the _____ President of Sheridan-Montana Telephone Company, a corporation, and that the seal affixed to said instrument is the corporation 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 that said William F. Barbula acknowledged said instrument to be the free act and deed of said corporation.

Pearl G. Mason
Notary Public

My Commission expires: May 13, 1961



S. 100

NEW SPK
RIVER
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