



## Underground Cable Easement Agreement

**RMG, LLC, a Wyoming limited liability company**, whose address is P.O. Box 967, Beulah, North Dakota 58523, and **WMG, L.L.C., a Wyoming limited liability company**, whose address is 5311 Holmes Place, Boulder, Colorado 80303 (**collectively "GRANTORS"**), for and in consideration of Ten (\$10.00) and more Dollars, in hand paid, and the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, do hereby covenant and agree with **Tongue River Communications Inc., a Wyoming corporation** (formerly known as Tongue River Cable T.V., Inc.), whose address is P.O. Box 759, Ranchester, WY 82839, (**"GRANTEE"**), as follows:

1. Grant of Easement. Grantors hereby convey and quitclaim to Grantee, and to its successors and assigns, a non-exclusive, perpetual easement to locate, operate, maintain, repair, rebuild, remove, and replace the existing underground communications cable that is presently located in and across the land of Grantors, situated in the County of Sheridan, State of Wyoming, said easement to be: (a) limited to underground use, buried at all points at a minimum depth of the greater of twenty-four (24) inches or plow depth; (b) confined to a width of twenty (20) feet; and (c) located ten (10) feet on each side of the center line of the thirty (30) foot wide Town of Ranchester permanent waterline easement (the "Town of Ranchester Easement"), as the Town of Ranchester Easement is more particularly described in a judgment of the District Court of Sheridan County, State of Wyoming, a copy of which is attached hereto and incorporated herein by this reference. This easement is for the benefit of Grantee and its successors and assigns with respect to one (1) underground communications cable (and its replacement cable if necessary), and it does not permit use for any other purposes, and it does not permit Grantee the right to license, permit or otherwise agree to the joint use or occupancy of the easement by any other person, association or corporation for any purpose. Grantee and its employees and agents, when necessary, shall have free access to its underground communications cable for the purpose of exercising the rights granted by this Agreement. However, if such access will result in significant disruption to Grantors' (or Grantors' tenants') use of the above-described lands, then Grantee shall give at least thirty (30) days prior written notice to Grantors. The easement and privileges granted in this Agreement to Grantee are not divisible and are assignable or transferable only in whole. The underground communications cable installed on the above-described lands shall remain the property of Grantee. This grant of easement is subject to the additional conditions that follow.

2. Grantors' Reserved Rights; Grantee Cooperation and Relocation. Nothing in this Agreement shall be construed as a conveyance of any part of the minerals rights underlying the above-described property. Grantors hereby reserve the right to the use of the property for all purposes not inconsistent with this grant and not unreasonably interfering with the exercise of the rights granted, including, but not limited to, use of the land for crops, pasture, oil and gas exploration and development, mining, and the construction and maintenance of roads, streets, curbs, sidewalks, gutters, foundations, retaining walls, pads, mains, pipes, valves, utilities and utility vaults and conduits, ditches, fences, and other improvements. Grantee accepts this grant subject to the rights

  
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of Grantors to grant further easements, rights-of-way, or licenses in the future for pipelines (including gas, water, sewer, and storm sewer), telephone and telegraph lines, or electric light and power lines, fiber optic, other communications, or coaxial cables, or for any other purposes, provided they shall not unreasonably interfere with the rights granted to Grantee in this Agreement. Whenever, in the opinion of Grantors, Grantee's easement interferes with Grantors' current or intended use of or operations upon the premises, Grantee shall, after written request by Grantors, cooperate in good faith in the relocation of all or portions of Grantee's underground communications cable (and in the restatement of the width, depth, and route of this easement), such costs of relocation (other than the cost of the cable and any fittings) to be borne by Grantors. Such relocation may involve Grantors' construction of shared-use utility conduits, vaults, manholes, and other subsurface or surface facilities.

3. Easement Is Subordinate; Grantee Cooperation; Release of Grantors. Grantee acknowledges that its rights under this Agreement are subordinate and subject to the Town of Ranchester Easement and the right-of-way of the Hanover-Mikado Ditch Company, and otherwise to: (a) any and all existing easements, rights-of-way, reservations, agreements for public highways or roads, railroads, laterals, ditches, pipelines, other electrical transmission or distribution lines and telegraph, communications, and telephone lines; and (b) applicable protective covenants, building and zoning ordinances and regulations, environmental protection laws, and city, state, and county subdivision laws covering the land herein described. In particular, Grantee agrees to cooperate (without any monetary contribution from the Grantors) with the Town of Ranchester in any maintenance, repair, or other use by the Town of Ranchester of the Town of Ranchester Easement. Grantee agrees and acknowledges that if the Town of Ranchester objects to the continued existence, location, or any other aspect of Grantee's underground communications cable, Grantee shall comply with the Town of Ranchester request, and Grantors shall have no liability or obligation whatsoever to Grantee or any party for any such actions on the part of the Town of Ranchester. Grantors shall have no liability to Grantee for any loss, damage, or expense suffered by Grantee or any party through the acts or omissions of, or rights asserted by, the Town of Ranchester and its employees, agents, and invitees, including, but not limited to, water storage facility and pipeline failures and excavation errors.

4. Indemnification of Grantors; Minimum Cable Depth. This grant is made upon the further express condition that Grantee shall indemnify and save harmless Grantors from and against loss, costs, and expense (including attorneys fees and costs) arising from the claims of any persons (including, but not limited to, the Town of Ranchester, the Hanover-Mikado Ditch Company, Qwest Communications International, Inc., the Wyoming Department of Transportation, Grantors' employees, agents, invitees, or tenants, and other third persons) for loss, injury or damage to either person or property growing out of or due in any manner to the operation, maintenance, repair, rebuilding, removal, or replacement of the underground communications cable or in any way resulting from the exercise by Grantee of the rights granted in this Agreement. If Grantors (or Grantors' employees, agents, invitees, or tenants) damage Grantee's communications cable due to Grantee's communications cable depth not being at least

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the minimum required in Section 1 of this Agreement, Grantee shall be responsible for all associated losses, costs, and expenses (including, but not limited to, the costs involved in the repair of Grantee's communications cable).

5. Crops, Livestock and Surface Damage; Relocation. In addition to the recited consideration, Grantee agrees to pay to Grantors (or to Grantors' tenants, as the case may be) the actual damages to Grantors' (or Grantors' tenants', as the case may be) property, including damages to growing crops or livestock, arising out of the operation, maintenance, repair, rebuilding, removal, or replacement of the underground communications cable, but further subject to the next two sentences of this Section 5. Grantee shall immediately repair or replace all agricultural-use improvements, such as fences, gates, irrigation lines, drains, and ditches damaged or destroyed by it on said premises. Any underground communications cable laid or constructed pursuant to this easement shall be laid and constructed in a good, workmanlike manner (including observance of applicable rules, regulations, and accepted industry practice concerning excavation and installation of underground utilities), and the surface of the ground or agricultural-use improvements over the underground communications cable shall be promptly restored to and kept in the former condition and level. Without limiting the general relocation clause set forth in Section 2 of this Agreement, if Grantor shall construct (or plan to construct) improvements other than agricultural-use improvements (such as roads, streets, curbs, sidewalks, gutters, foundations, retaining walls, pads, mains, pipes, valves, utilities, and utility vaults and conduits), Grantee shall, after written request by Grantors, cooperate in good faith in the relocation of all or portions of Grantee's underground communications cable (and in the restatement of the width, depth, and route of this easement), such costs of relocation (other than the cost of the cable and any fittings) to be borne by Grantors. Such relocation may involve Grantors' construction of shared-use utility conduits, vaults, manholes, and other subsurface or surface facilities.

6. Termination of Easement. It is further understood and agreed that if the Town of Ranchester should ever vacate, cancel, or otherwise relinquish or modify its easement, in whole or in part, then Grantee's easement shall be likewise terminated, reduced, or otherwise modified, provided that Grantee's releases of liability and covenants of indemnification in favor of Grantors shall survive and be of continuing force and effect. This Agreement and all interest, rights, and privileges of Grantee under this Agreement, at the option of Grantor, shall immediately terminate on breach by Grantee of any of the terms or conditions of this Agreement and the failure of Grantee to remedy the same within sixty (60) days after written notice from Grantor to do so.

7. Successors and Assigns; Entire Agreement. References to Grantors or Grantee shall also refer to their respective successors and assigns, by merger, reorganization, sale, gift, transfer, or otherwise. The covenants and agreements in this Agreement shall run with the land. This Agreement represents the entire agreement of the parties and supersedes any and all prior agreements or understandings, written, oral, or implied.

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WITNESS our hands this 5<sup>th</sup> day of March, 2011.

## GRANTORS:

**RMG, LLC, a Wyoming  
limited liability company**

**WMG, L.L.C., a Wyoming  
limited liability company**

By: Roger Cable Gazur, Operating Manager  
Roger Cable Gazur, Operating Manager

By: Wayne Michael Gazur, Operating Manager

**GRANTEE:**

**Tongue River Communications Inc., a Wyoming corporation**

By: Robert Jacobson  
Feb 17, 2011

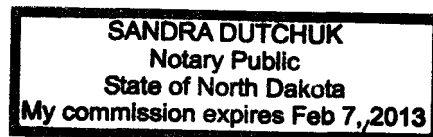
State of North Dakota) )ss  
County of Mercer )

The foregoing instrument was acknowledged before me by Roger Cable Gazur, as Operating Manager of **RMG, LLC, a Wyoming limited liability company**, this 5<sup>th</sup> day of March, 2010. 2011

Witness my hand and official seal.

Sandra Dutchuk  
Notary Public

My Commission Expires: See stamp



3/5/2011

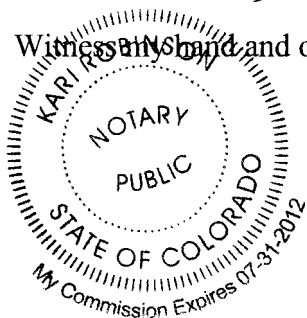
WMG  
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State of Colorado )  
 )ss  
 County of Boulder)

The foregoing instrument was acknowledged before me by Wayne Michael Gazur, as Operating Manager of **WMG, L.L.C., a Wyoming limited liability company**, this 21<sup>st</sup> day of February, 2011.

Witness my hand and official seal.



Karla Robinson  
 Notary Public

My Commission Expires: 7-31-2012

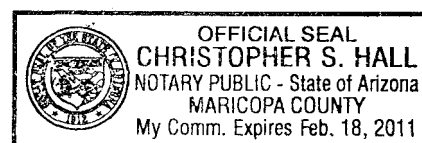
~~State of Wyoming )~~  
~~County of Sheridan)~~  
 ARIZONA  
 State of ~~Wyoming~~ )  
 MARICOPA)ss  
 County of ~~Sheridan~~)

The foregoing instrument was acknowledged before me by ROBERT JACOBSON, as PRESIDENT of Tongue River Communications Inc., a Wyoming corporation, this 17<sup>th</sup> day of FEBRUARY, ~~2010~~ 2011.

Witness my hand and official seal.

Christopher S. Hall  
 Notary Public

My Commission Expires: 2/18/2011



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IN THE DISTRICT COURT OF SHERIDAN COUNTY  
STATE OF WYOMING

**COPY**

TOWN OF RANCHESTER,

Plaintiff,

-vs-

MICHAEL J. GAZUR and  
ANNA L. GAZUR,

Defendants. )

Civil Action No. C 372-11-78

Filed in the Office of the Clerk of the  
District Court of Sheridan County, Wyo.

MAY 15 1980

Clerk of Court

Deputy

J U D G M E N T

The above entitled matter came on for hearing upon  
the stipulation of counsel.

IT IS, THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED  
by the court that the Plaintiff is hereby granted an easement  
to locate, construct, operate, maintain, and repair a water-  
line, including pipes, pumps, and other equipment necessary or  
useful in the operation of a waterline over, under, and across  
the following described land situate in Sheridan County, Wyoming:

A strip of land being thirty (30) feet in  
width and lying fifteen (15) feet on each  
side of the following described center  
line:

Beginning at a point on the East-West Center  
line of Section 18 Township 57 North, Range  
85 West, 6th P.M., said point being the Nor-  
thern terminus of a line which bears North  
88°37' East, a distance of 3,137.2 feet  
from the West  $\frac{1}{4}$  corner of Section 18 in  
Township 57 North, Range 85 West, 6th P.M.;  
thence South 23°11' West 81.1 feet to a point;  
thence South 28°42' East 376.4 feet to a point;  
thence South 12°38' West 920.0 feet, more or  
less, to a point lying on the North right-of-  
way line Wyoming State Highway 87

and that the Plaintiff has a temporary easement for the period  
of the initial construction of the waterline of ten (10) feet  
on each side of the above described easement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the  
court that the Plaintiff has previously deposited into court  
the sum of \$10,000.00 which has been held by the Clerk of Court.  
The Clerk shall pay from this deposit the sum of \$5,000.00 by  
a check which shall be made payable to Michael J. Gazur, Anna L.

2011-686823 3/11/2011 4:19 PM PAGE: 6 OF 7  
BOOK: 523 PAGE: 768 FEES: \$26.00 SM AGREEMENT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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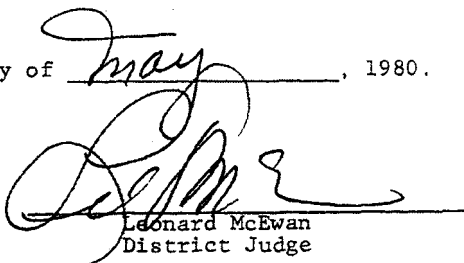
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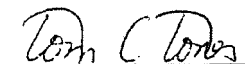
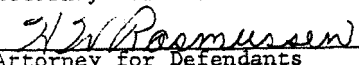
Gazur, and Harlan Rasmussen. The Clerk shall also pay from this deposit the appraisers' fee of \$350.00 to the appraisers entitled thereto. The balance of the \$10,000.00 deposit together with any interest accrued thereon shall be paid to the Town of Ranchester.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that each party shall bear their own costs in this matter.

DATED this 15<sup>th</sup> day of May, 1980.

  
Leonard McEwan  
District Judge

APPROVED AS TO FORM:

  
Attorney for Plaintiff  
  
Attorney for Defendants

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NO. 2011-686823 AGREEMENT - LEGAL  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
ATTORNEYS AT LAW OF WY PC 50 EAST LOUCKS ST - STE 214  
SHERIDAN WY 82801

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