

RECORDED MARCH 6, 1975, BK 207 PG 394 NO. 660263, MARGARET LEWIS, COUNTY CLERK

R/W 13855

RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Ten and no/100 Dollars (\$10.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado 80202, Grantee, its successors, assigns, lessees, licensees and agents, a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest in County of Sheridan, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State:

A strip of land 16 feet wide being 8 feet on each side of a centerline across the NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 28 and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$  Section 29, all in Township 56 North, Range 84 West of the Sixth Principal Meridian, being more particularly set forth on the Exhibit For Right of Way No. 13855 attached hereto and made a part hereof.

TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above described property, the right to clear and keep cleared all trees and other obstructions as may be necessary.

PROVIDED, that Grantors shall have the right to fully use and enjoy said premises, except as the same may be necessary for the purposes herein granted the said Grantee, and to cultivate, plant and irrigate the same; but the Grantors agree not to build, create or construct any obstruction, works or other structure over said communication facilities, nor grant permission for the same to be done by others, except as may be agreed to in writing by the Grantee.

IT IS FURTHER PROVIDED AND AGREED, as part of the consideration for the right of way granted hereby as follows, to-wit:

1. Grantee hereby agrees to pay any damages which may arise to crops, pasture, fences or buildings of said grantors from the exercise of the rights herein of said line or lines, and any fixtures appurtenant thereto, any future construction which might be agreed upon by the parties, or the maintenance, repair, operation or removal thereof.
2. Grantee agrees that any communication facilities constructed under said right of way shall, at the time of the construction thereof, be buried to a depth of at least two (2) feet, except manhole openings, and will return the areas covered by its

right of way and used during construction in as near the original condition as possible, after construction has been completed. All meadowlands, hay lands and pasture lands will be reseeded after construction is completed and the cost of seeding, fertilizing, watering, and the labor associated with the same, including effective weed control, shall be considered as one of the elements of damage and the obligation of the grantee. Any boulders or coarse gravel that were not originally upon the surface of the right of way shall be removed. All terracing cut, removed or otherwise damaged, shall be returned to its original or better condition.

3. Before any division or cross fence belonging to the grantors is cut, grantee shall cause sturdy braced posts to be placed on either side of the right of way, said braced posts to be butt-treated 34 feet, set at least 3 feet in the ground, and braced and crossbraced as requested by the grantor. All existing fences which interfere with the construction operation shall be maintained by grantee until the completion of the work affected thereby, unless written permission is obtained from the owner to dismantle such fence for any agreed period of time; and upon completion of construction work, grantee shall cause all fences to be restored to their original or to a better condition in quality.
4. Grantee agrees, as part of its construction procedure, to push a pipe under all main ditches, streams, and roads and in the event a pipe is not pushed under secondary ditches, then all disturbed soil within a distance of triple the width of the ditch from the center thereof shall be thoroughly tamped as the soil is being replaced.
5. Except as otherwise agreed between the parties, grantee and its agent shall enter and leave the fee property of the grantors along the right-of-way line, and shall install and use gates in entering and leaving the property of the grantors.
6. Grantee agrees that it will cooperate as far as possible to the end that the construction, or maintenance and repair, of the communication facilities under said right of way will not interfere with the irrigation of crops, and that if such interference does occur, grantors will be compensated for any damage resulting.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto as follows, to-wit:

1. That in the event grantee ceases to use and operate said communication facilities for a period of two (2) consecutive years, this right-of-way agreement shall terminate and grantee shall have no further right hereunder, except that if said right of way is terminated by reason of non-use or by express agreement of the parties, then upon written notice from grantor, grantee shall, within six months from the date said written notice is postmarked, remove such communication facilities from the premises of grantors or its successors in interest and in the event grantee fails to effect such removal within said period, then grantors or their successors in interest shall become full owners of said communication facilities and grantee shall have no further interest therein.
2. That the consideration recited in this right-of-way agreement is merely for the purpose of securing said right of way and that in addition to the consideration herein recited, the grantors shall be fully reimbursed for any and all damages, losses and costs sustained by grantors as a result of the construction and laying of said communication facilities or the maintenance, repair, or removal thereof, together with the damage, if any, resulting to the lands of grantors by reason of said communication facilities easement, and that in the event the parties hereto are unable to agree as to the amount of such damages, losses and costs, the grantors reserve the right, if necessary to institute legal action against grantee for said damages, losses and costs.
3. The width of the right of way granted herein shall not be increased during the actual construction of the communication facilities, and grantee agrees that all construction work in relation to said communication facilities shall be confined to the 16 foot right of way granted hereby.
4. The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

Signed and delivered this 13<sup>th</sup> day of February, 19 75  
Ermal M Roberts Donald H. Roberts  
Donald H. Roberts

STATE OF Wyoming )  
COUNTY OF Shoshone ) SS

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of February  
19 75.

By Donald H. Roberts And Ermal M. Roberts  
husband and wife.

WITNESS my hand and official seal.

William G. Fay  
Notary Public

My Commission expires: \_\_\_\_\_



