

**ITEM 151-2006-R0511: Right of Way Easement**

Return to:  
Triangle Communications  
P.O. Box 1140  
Havre, MT 59501

**RIGHT-OF-WAY EASEMENT**  
(CORPORATION OR PARTNERSHIP)

Agricultural Experiment Station of Montana State University

(herein "**Grantor**", whether one or more), for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby grant to **TRIANGLE TELEPHONE COOPERATIVE ASSOCIATION, INC.**, a cooperative corporation Doing Business As **TRIANGLE COMMUNICATIONS** (herein "**TTC**"), whose mailing address is P.O. Box 1140, Havre, Montana 59501, and to its successors and assigns, an easement and right-of-way in, on, over, under and across and the right to enter Grantor's lands situated in: Hill County, Montana, and more particularly described as follows:

SE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$  Section 12 Township 30N Range 16E P.M.M. according to Book 141 of Deeds, Page 373.

W $\frac{1}{2}$ NE $\frac{1}{4}$  Section 13 Township 30N Range 16E P.M.M.

S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$  Section 07 Township 30N Range 17E P.M.M.

and to place, construct, install, reconstruct, operate, maintain, repair, alter, improve, substitute, add to, extend and remove telephone poles and lines, broad band systems, telecommunications and other utility poles, lines and systems, and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as TTC may from time to time deem advisable, including by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, stubs and connection boxes; to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system; and to license, permit, or otherwise agree with third parties to allow the joint use or occupancy of said poles, lines or systems by such third parties for other utility purposes.

The Grantor agrees that all lines, poles, wires, cables, stubs, terminals, and other appurtenant equipment and facilities, including any utility service entrance equipment, belonging to TTC and installed on the above described lands, including but not limited to that which is partially or entirely installed at TTC's expense, shall remain the property of TTC at all times, removable at the option of TTC.

Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all liens and encumbrances, except the following:

Grantor further agrees that it will not situate, locate, build or construct buildings, structures, or other permanent improvements of any kind or nature over, under, on, or in any way interfering with TTC's main distribution or toll communications cables or overhead or underground electric power, telecommunications or other utility lines or cables without the prior written approval of TTC.

Witnessed by:

Agricultural Experiment Station of Montana State University  
(Name of Corporation or Partnership)

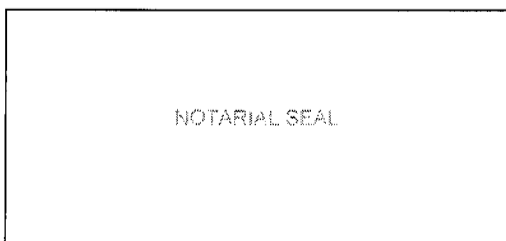
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

This document was executed before me on \_\_\_\_\_, 20\_\_\_\_



by: \_\_\_\_\_  
as \_\_\_\_\_  
of the corporation or partnership named as Grantor above.

Notary Public signature \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Notary Public for the State of: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_