

Return to:
Triangle Communications
P.O. Box 1140
Havre, MT 59501
Northern Ag. Research Center
WO# TBD
Havre (400)

RIGHT-OF-WAY EASEMENT
(CORPORATION OR PARTNERSHIP)

Montana State University – Ag Experiment Station

(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 Communication System, Inc.**, a cooperative corporation doing business as **Triangle Communications** (herein "**TCS**"), whose mailing address is P.O. Box 1140, Havre, Montana 59501, and to its successors and assigns, an easement and right-of-way ("Permanent Easement") twenty (20) feet in width, being ten (10) feet either side of the centerline of the cables, conduits, lines or systems, as constructed, in, on, over, under and across and the right to enter Grantor's lands situated in: **Hill** County, Montana, said lands being more particularly described as follows:

SE¼NE¼, E½SE¼ Section 23 Township 32N Range 15E PMM

and to survey, place, construct, install, inspect, reconstruct, operate, maintain, repair, alter, improve, substitute, add to, extend and remove telephone poles and lines, broad band conduits, cables and systems, telecommunications and other utility poles, lines and systems, and to make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as TCS 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, connection terminals, vaults and pedestals, and all appurtenances thereto (collectively, "TCS's facilities"); to cut and trim or remove trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of TCS's facilities; and to license, permit, or otherwise agree with third parties to allow the joint use or occupancy of TCS's facilities by such third parties for other utility purposes.

During the period of surveying, planning, constructing and installing TCS's facilities, Grantor grants to TCS a temporary easement ("**Temporary Construction Easement**") fifty (50) feet in width, consisting of an additional 15-foot wide strip of land located on each side of the Permanent Easement and adjacent to the Permanent Easement, for the purpose of vehicular and equipment traffic and temporary storage of soil, top soil, materials and equipment during surveying, planning, construction and installation activities. The Temporary Construction Easement shall continue until and only until 30 days after the substantial completion of the construction and installation of the TCS's facilities, upon and after such date and without the necessity of any act or action by Grantor, the Temporary Construction Easement shall fully and finally and completely expire and be of no further force or effect.

The Grantor agrees that all of TCS's facilities, installed on the above-described premises at TCS's expense, shall remain the property of TCS, removable at the option of TCS.

Grantor covenants that (he)(she)(they) is (are) the owner (s) 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 (he)(she)(they) will not situate, locate, build or construct any buildings, structures or other improvements in, on, over, under or across the Permanent Easement, without the prior written approval of TCS.

Document Date: February 11, 2020

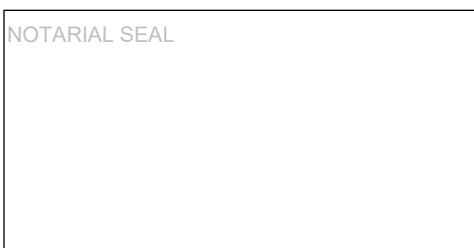
Montana State University – Ag Experiment Station
(Name of Corporation or Partnership)

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____