

1755-185

EASEMENT 228

UNDERGROUND COMMUNICATIONS AND ELECTRIC LINES

THIS EASEMENT, made this 29th day of March, 1983, between MONTANA-DAKOTA UTILITIES CO., a corporation, and THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, hereinafter referred to as "Companies", and the following-named persons, hereinafter referred to as "OWNER", namely: Sheridan Apartments, a limited partnership

WITNESSETH, that for valuable consideration received, OWNER does hereby grant, bargain and convey unto Companies, jointly and severally, its and their associated and allied companies, its and their respective successor and assigns, an easement to construct, operate, maintain, repair, replace and remove such communications and electric systems as the Companies may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, surface testing terminals, repeaters, repeater housings, markers, transformers, pipelines other associated above ground appurtenances, and other facilities used in the construction, operation, maintenance, repair and removal of said communications and electric systems, upon, over, under and across a strip of land 16 feet wide, across the following-described real estate, situated in the County of Sheridan, State of Wyoming, to-wit:

A strip of land sixteen (16) feet wide being eight (8) feet on each side of a centerline across a portion of Lots 3, 4, 5 and 6 of the Peter Demple Subdivision to the City of Sheridan being more particularly shown on the attached exhibit for right-of-way No. 27877 and hereby made a part hereof. Said Lots located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, T. 56N., R. 84W., of the 6th P.M.

If the herein described lands are in the State of Wyoming, Owner does hereby release and waive all rights under and by virtue of the Homestead exemption laws of that State.

Owner hereby grants to Companies, jointly and severally, its and their successors and assigns, the right of ingress and egress at all reasonable times over and across the lands of Owner, to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip, to install gates in any fences crossing said strip; and to permit in said strip the underground cables, wires and circuits, transformers and appurtenances of any other company.

Montana-Dakota Utilities Co. hereby agrees to pay for any and all damages that may result to the crops, fences, buildings and improvements on said premises arising from the construction and maintenance of its electric systems, to the extent that such damages are caused by the negligent or willful acts of Montana-Dakota Utilities Co. and The Mountain States Telephone and Telegraph Company hereby agrees to pay for any and all damages that may result to the crops, fences, and buildings and/or improvements on said premises arising from the construction and maintenance of its communications systems, to the extent that such damages are caused by the negligent or willful acts of the Mountain States Telephone and Telegraph Company.

IN WITNESS WHEREOF, OWNER has executed this easement as of the day and year first above written.

Marvin Turner
Partner Sheridan Apartments, a limited partnership

STATE OF Wyoming)
County Of Sheridan) ss.

On this 29th day of March, 1983, before me personally appeared Marvin Turner, partner of Sheridan Apartments, a limited partnership

known to me to be the same person described in and who executed the above and foregoing instrument and acknowledged to me that he executed the same, (SIGNED AND VERIFIED)

Notary Public, Sheridan County,

State of Wyoming

My Commission Expires: Feb. 5, 1987

W.O. TRACT NO. I.R.R. No.

