

## COMMUNICATION AND ELECTRIC LINES EASEMENT

RECORDED FEBRUARY 7, 1994 BK 364 PG 118 NO 160200 RONALD L. DAILEY, COUNTY CLERK

THIS INDENTURE made this 13 day of October, A.D., 1993, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota 58501 and METROVISION PROPERTIES INC., a Delaware Corporation, doing businesses as Sheridan CableVision, 140 East Loucks, Sheridan, Wyoming 82801 hereinafter called "COMPANIES," its successors and assigns, and the following names persons, herein, whether singular or plural, called "OWNER," namely:

SHIRLEY M. FRICKEY, A WIDOW  
SHERIDAN, WYOMING 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANIES, its and their respective successors and assigns, an easement, together with the right to construct, operate, maintain, repair, increase the capacity of, remove, and replace such communications and electric systems as the Companies may from time to time require, consisting of pole structures supporting one or more circuits, guys, anchors, wires, underground cables, conduits, manholes, drains and splicing boxes, surface testing terminals, repeaters, repeater housings, markers, transformers, pedestals and other facilities used in the construction, operation, maintenance, increasing the capacity of, repair, replacement and removal of said communication and electric systems, and to cut and trim trees and shrubbery located within 15 feet of said systems or where they may interfere with or threaten to endanger the operation and maintenance of said systems. Said system may be constructed either overhead or underground or, if constructed overhead, may be converted from overhead to underground at some future time.

Said communication and electric systems may be located upon, over, under and across a strip of land 15 feet wide across the following described real estate, situated in the County of SHERIDAN State of WYOMING to wit:

A strip of land fifteen (15) feet wide lying parallel and adjacent to the West Right of Way line of State of Wyoming Highway Number 332 as it now exist across a tract of land situated in the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Three (3), Township Fifty-five (55) North, Range Eight-four (84) West of the Sixth Principal Meridian, described as follows:

Beginning at a point on the West line of the County Road, said point being 2799.5 feet South of and 30 feet West of the Northeast corner of the NW1/4NE1/4, of said Section 3, thence 185 feet to a point, thence South 156 feet to a point, thence East 185 feet, to a point on the West line of said road, thence North 156 feet to the point of beginning.

ALSO

Beginning at a point which is South 3502 feet, and West 30 feet, and N.59 31'W. 548 feet from the Northeast corner of the NW1/4NE1/4 of said Section 3; thence N.26 10'E. 202.7 feet, thence North 215.2 feet, thence N.89 40'W. 440 feet, thence South 334.5 feet to a point, and thence S.59 30'E. to the point of beginning.

*AK* \*113.4, thence N.17°38'E. 114.8 feet, thence S.89°40'E *gmt*

OWNER, its successors and assigns, agrees not to build, create or construct or permit to be built, create, or constructed, any obstruction, building, engineering works or other structures upon, over, or under the strip of land herein described or that would interfere with said pipeline or lines or COMPANIES' rights hereunder.

OWNER, its successors and assigns, 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 and maintain guys, anchors and surface markers beyond said strip where necessary; and to install gates in any fence crossing said strip.

COMPANIES hereby agree that any and all damages that may result to crops, fences, buildings and improvements on said premises caused by constructing, maintaining, repairing, replacing, increasing the capacity of, operating or removing said communication and/or electric systems will be paid for by the responsible Company. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by COMPANY and on by OWNER; these two shall select a third person. The award of these three persons shall be final and conclusive.

If the herein described lands are in the State of North Dakota, this easement is limited to a term of 99 years.

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.

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

*Shirley M. Frickey*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF Wyoming  
County Of Sheridan

On this 17th day of October, 1993, before me personally appeared Shirley M. Frickey, a widow.

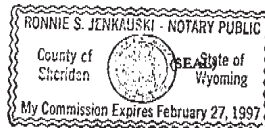
known to me to be the same person described in and who executed the above and foregoing instrument and acknowledged to me that s/he executed

the same, (know to me to be the \_\_\_\_\_  
and \_\_\_\_\_ respectively of the corporation  
that is described in and that executed the foregoing instrument, and  
acknowledged to me that such corporation executed the same.)

*Ronnie S. Jenkauskis*  
\_\_\_\_\_  
\_\_\_\_\_

Notary Public, \_\_\_\_\_ County,

State of \_\_\_\_\_



My commission Expires: \_\_\_\_\_

W.O 1071-115-16153-111 Tract No. SC 5 L.R.R.No. 34744

CCE Sheridan