

UNDERGROUND EASEMENT
COMMUNICATION AND ELECTRIC LINES

THIS EASEMENT, made this 13th day of August, 1998, between MONTANA-DAKOTA UTILITIES CO., a Division of MDU RESOURCES GROUP, INC., a corporation, and US WEST COMMUNICATIONS, INC., a corporation, hereinafter referred to as "Companies," and the following-named persons, hereinafter referred to as "Owner", namely: Phillip W. and Kimberly A. Cummins, husband and wife
P. O. Box 6647
Sheridan, WY 82801

WITNESSETH, that for valuable consideration received, Owner does hereby grant unto Companies, jointly and severally, its and their respective successors and assigns, an easement to construct, operate, maintain, increase the capacity of, repair, replace and remove such communication 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, pedestals, and other facilities used in the construction, operation, maintenance, increasing the capacity of, repair, replacement, and removal of said communication and electric systems, upon, over, under and across a strip of land 5 feet wide, across the following-described real estate, situated in the County of Sheridan, State of Wyoming, to-wit:

A tract of land situated in the SW 1/4, Section 20, Township 54 North, Range 83W of the 6th Prime Meridian, also described as In Tract 12, Hutton Subdivision, More particularly described as follows:

The South 5 feet of the West 100 feet of said Tract 12.

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 of land for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; and to install gates in any fences crossing said strip.

OWNER, its successors and assigns, agrees not to build, create or construct or permit to be built, created, 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 the herein-stated uses, or Companies' rights hereunder.

Companies agree that any and all damages that may result to the crops, fences, buildings, and improvements on said premises caused by the construction and maintenance of said communication, and 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 the responsible Company and one by Owner; these two shall select a third person. The award determined by 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 this easement as of the day and year first above written.

Phillip W. Cummins
Phillip W. Cummins

Kimberly A. Cummins
Kimberly A. Cummins

STATE OF Wyoming
County Of Sheridan

(SEAL)

On this 13 day of August, 1998, before me personally appeared

(THIS SPACE FOR RECORDING DATA ONLY)

Phillip W. Cummins
Kimberly A. Cummins
known to me to be the same persons described in and who executed the above and foregoing instrument and acknowledged to me that they executed the same, (known 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).

P. Jane Black
Notary Public Sheridan County,

State of Wyoming

Residing in Sheridan



My Commission Expires: March 19, 1999

W.O. 81218W TRACT NO. 12 L.R.R. No. 35477

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