

RECORDED AUGUST 25, 1992 BK 353 PG 1 NO 118195 RONALD L. DAILEY, COUNTY CLERK
COMMUNICATION AND ELECTRIC LINES EASEMENT

THIS EASEMENT, made this 23RD day of April, 1992, 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: Sheridan County School District No. 1, STATE OF WYOMING, Sheridan County School District No. 1, State of Wyoming

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 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 systems 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 30 feet wide across the following-described real estate, situated in the County of Sheridan State of Wyoming, to wit:

A strip of land thirty (30) feet wide lying north of the north right of way line of Wyoming State Highway No. 331 situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming, the south line of said strip being the north right of way line of said Wyoming State Highway No. 331, said south line being forty (40) feet from and parallel to the centerline of said State Highway No. 331 and described as follows:

Commencing at the north quarter corner of said Section 10; thence S05°52'37"E, 1086.36 feet to the POINT OF BEGINNING of the herein described strip of land, said point being on the east line of a tract of land described in Book 37 of Deeds, Page 155; thence S56°21'00"W, 124.69 feet along said north right of way line to the POINT OF TERMINUS of said strip of land, said point lying on the east line of a tract of land described in Book 218 of Deeds, Page 297 and being S00°22'14"E, 1149.77 feet from said north quarter corner of Section 10.

(OVER) * See Attached Exhibit "A", incorporated herein by reference.

Owner, its successors and assigns, hereby grants to Companies, jointly and severally, its and their successors and assigns, the right of ingress or 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 and maintain guys, anchors and surface markers beyond said strip where necessary; 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 and 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/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 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.

:SHERIDAN COUNTY SCHOOL DISTRICT NO. 1:

BY: Sam J. Scott

ATTEST: Cathy A. Fortier

Title

Title

(SEAL)

STATE OF WYOMING)

County of SHERIDAN) ss.

On this 23 day of April, 1992, before me personally appeared

Sam J. Scott and Cathy A. Fortier

(THIS SPACE FOR RECORDING DATA ONLY)

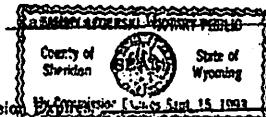
known to me to be the same person(s) described in and who executed the above and foregoing instrument and acknowledged to me that they executed the same, (known to me to be the Chairman and Clerk respectively, of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.)

Sammy Legereski

Notary Public, Sheridan County,

State of Wyoming

Residing at



My Commission Expires Sept. 15, 1993

1071-115-
15588-111

9/15/93
I. R. R. No 1373

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Basis of Bearings is Wyoming State Plane.

See Certificate of Survey for property lines and section corner ties in reference to the above legal description as filed in drawer A of Certificate of Surveys No. 56.

EXHIBIT "A"
TO
COMMUNICATION AND ELECTRIC LINES EASEMENT BETWEEN
MONTANA DAKOTA UTILITIES CO. AND US WEST COMMUNICATIONS, INC.,
AND SHERIDAN COUNTY SCHOOL DISTRICT NO. 1, STATE OF WYOMING

The following provisions are part of, and are hereby incorporated into, the Communication and Electric Lines Easement to which this Exhibit "A" is attached:

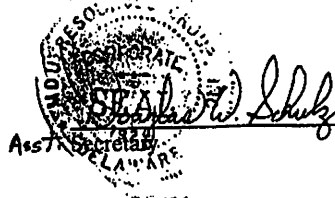
Owner does not warrant title to the real estate subject to this Easement, and hereby specifically disclaims any such warranty of title. Owner is not representing by entering into this Easement that it owns any interest in the real estate. Neither party shall have, nor is either party accepting by executing this Easement, the responsibility to pay real property taxes on the real estate, whether past or future.

Because Owner does not warrant title to the real estate, Owner makes no representations whether there are any existing liens, mortgages or encumbrances against the real estate, and therefore the Owner disclaims any and all obligations to secure a partial or full release of any such lien, mortgage or encumbrance, as the case may be, if any exists. By executing the bottom of this Exhibit "A", the Companies agree that any action they take under this Easement shall not violate, or interfere with, the "express condition" or restriction contained in that certain Warranty Deed, dated February 10, 1934, and recorded June 1, 1934, in Book 37 at Page 155 in the Office of the Sheridan County Clerk, from C. P. Ewoldsen, as Grantor, to School Districts Number Six (6), Nine (9) and Thirty-Nine (39), Sheridan County, Wyoming, as Grantees. The Companies agree to indemnify and hold Owner, its board members, employees, agents and representatives, harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from, the actions taken by either party under the terms of this Easement.

IN WITNESS WHEREOF, the Companies, by and through their undersigned representatives, hereby accept and agree to the foregoing terms and conditions on the dates indicated below.

MONTANA-DAKOTA UTILITIES CO.

Attest:



By:

Title: President & CEO

Dated: April 10, 1992

U W WEST COMMUNICATIONS, INC.

Attest:

By:

Title: Linda M. Blackstone

Dated: 8-4-92

Secretary

STATE OF North Dakota)
) ss.
 COUNTY OF Burleigh)

On this 10th day of April, 1992, before me personally appeared Joseph R. Maichel & Douglas W. Schulz 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 President and CEO and Assistant Secretary respectively, of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.



Bev Rivinius
 Bev Rivinius

Notary Public, Burleigh County, State of
 North Dakota
 Residing at Bismarck, ND

(SEAL)

My Commission Expires: 2-5-98

STATE OF Wyoming)
) ss.
 COUNTY OF Natrona)

On this 4th day of August, 1992, before me personally appeared Linda M. Blackstone known to me to be the same person described in and who executed the above and foregoing instrument and acknowledged to me that she executed the same, known to me to be the Area Manager - N&TS 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.

Corporate Seal not available

Robert H. Tate

Notary Public, Sheridan County, State of
Wyoming
 Residing at Sheridan, Wyoming



My Commission Expires: _____