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UNDERGROUND EASEMENT

EFE WY016

COMMUNICATION AND ELECTRIC LINES

RECORDED DECEMBER 20, 1993 BK 363 PG 46 NO 156525 RONALD L. DAILEY, COUNTY CLERK

THIS EASEMENT, made this 1st day of July, 1993, 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: Johnathon B. Vendela and Catherine A. Vendela, Husband and Wife
19 Brinton Road
Big Horn, Wyoming 82833

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

A strip of land located in the W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 4, Township 54 North, Range 84 West of the 6th P.M., being 10 feet on either side of the following described centerline:

Beginning at a point on the West line of said Section 4 which is 175 feet North of the SW corner of said Section 4, thence East, 230 feet, to the Point of Ending.

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.

Johnathon B. Vendela
Johnathon B. Vendela

Catherine A. Vendela
Catherine A. Vendela

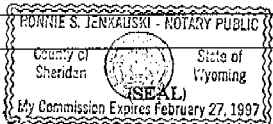
STATE OF Wyoming)
) ss.
County Of Sheridan)

(SEAL)

On this 1st day of July, 1993, before me personally appeared Johnathon B. Vendela & Catherine A. Vendela
(THIS SPACE FOR RECORDING DATA ONLY)

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.

Ronnie S. Jenkauski
Notary Public, _____ County,

State of _____
Residing in _____

My Commission Expires: _____

My Commission Expires: _____
W.O. 1071-115 TRACT NO. _____ L.R.R. No. 34575