

1788-185

EASEMENT 538

UNDERGROUND COMMUNICATIONS AND ELECTRIC LINES

THIS EASEMENT, made this 19th day of December, 19 83, 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 COUNTY SCHOOL DISTRICT NO. 1

RANCHESTER, WYOMING

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

A tract or strip of land situated in the Southeast Quarter of the Southeast Quarter of Section 13, and the Northeast Quarter of the Northeast Quarter of Section 24, Township 57 North, Range 86 West of the 6th P.M., said strip of land being 16 feet wide, 8 feet on each side of the following described centerline: Beginning at a point, which is North 82°15' West, a distance of 559.43 feet from the Southeast corner of Section 13, Township 57 North, Range 86 West; thence North 80°11'40" West a distance of 727.32 feet to the true point of beginning; thence South 0°26' West a distance of 1390.36 feet.

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.

SHERIDAN COUNTY SCHOOL DISTRICT NO. 1

BY: Roy Garber
Chairman of the Board

ATTEST: Barbara Niner
Clerk

STATE OF WYOMING)
 : ss.
County Of SHERIDAN)

On this 19th day of December, 19 83, before me personally appeared ROY GARBER, Chairman of the Board, and BARBARA NINER, Clerk

known to me to be the same person s described in and who executed the above and foregoing instrument and acknowledged to me that the y 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.)

Notary Public, Sheridan County,
State of Wyoming

(SEAL)

My Commission Expires: MY COMMISSION EXPIRES JULY 9, 1985

W.O. 71-13652 TRACT NO. L.R.R. No. 23324