

EASEMENT
UNDERGROUND COMMUNICATIONS AND ELECTRIC LINES

THIS EASEMENT, made this 21st day of August, 19 85, between
MONTANA-DAKOTA UTILITIES CO., a Division of MDU RESOURCES GROUP, INC., 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: PAUL J. WALLACH and LEONA V. WALLACH, Husband and Wife

of 3443 Big Horn Avenue, Sheridan, Wyoming 82801

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

Located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 33, T56N, R84W of the 6th Principal Meridian, Sheridan
County, Wyoming, particularly known as Tract 1, as described in Book 260, Page 271 of the
Sheridan County Book of Deeds.

An underground Easement, 5 feet either side of the following described centerline:

Beginning at a point on the easterly boundary of the Sheridan County Airport,
said point being N 49° 08' W, 1040 feet from the Southeast corner of Section
33; thence S 0° 34' E, 5 feet to a point; thence N 89° 26' E, 243.1 feet to a
point; thence S 9° 40' E, 100 feet to a point; said point being an existing
Montana-Dakota Utilities Co. pole.

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., a Division of MDU Resources Group, Inc., 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.,
a Division of MDU Resources Group, Inc., 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.

x Paul J. Wallach
x Leona V. Wallach

STATE OF WYOMING)
County Of SHERIDAN) ss.

On this 21st day of August, 19 85, before me personally appeared
PAUL J. WALLACH and LEONA V. WALLACH, Husband and Wife

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 V 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

My Commission Expires: MY COMMISSION EXPIRES JULY 9, 1986

W.O. 71-14208 TRACT NO. L.R.R. No. 23352