

EASEMENT

UNDERGROUND COMMUNICATIONS AND ELECTRIC LINES

RECORDED MAY 18, 1992 BK 350 PG 343 NO 109523 RONALD L. DAILEY, COUNTY CLERK

THIS EASEMENT, made this 16th day of April, 1992, 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: Susie L. Jolovich, a widow

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:

A *strip of land located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18, Township 57 North, Range 85 West of the 6th Prime Meridian, Sheridan County, Wyoming more particularly as follows;

Beginning at a point S. 5°39' E. 1338.1 feet from the West quarter corner of said Section 18; thence N. 89°55' W. 5 feet along the South right-of way of Railway Street to the True Point of Beginning; thence S. 0°36' W. 170 feet to the Point of Ending.

*Easement 10' in width, 5' either side of the described centerline.

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.

Susie L. Jolovich

STATE OF WYOMING)
) ss.
County Of SHERIDAN)

On this 16th day of April, 19 92, before me personally appeared Susie L. Jolovich

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 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, _____
County of Sheridan State of Wyoming County, _____
State of _____
My Commission Expires February 27, 1993

(SEAL)

My Commission Expires: _____
W.O. 15871-111 TRACT NO. _____ L.R.R. No. 33865

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