

## COMMUNICATION AND ELECTRIC LINES EASEMENT 636

RECORDED APRIL 27, 1992 BK 349 PG 636 NO 107780 RONALD L. DAILEY, COUNTY CLERK

THIS EASEMENT, made this 17th day of March, 19 92, 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: Michael H. Anderson & Jeanna M. Anderson, husband & wife  
602 Big Goose Road, Sheridan, WY 82801

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 south of the south right of way line of Wyoming State Highway No. 331 situated in the NE1/4SW1/4 of Section 2, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming, the north line of said strip being the south right of way line of said Wyoming State Highway No. 331, said north line being forty (40) feet from and parallel to the centerline of said State Highway No. 331 and described as follows:

Commencing at the south quarter corner of said Section 2; thence N00°52'15"W, 1441.25 feet to the POINT OF BEGINNING of the herein described strip of land; said point lying on the west line of the Pierce Subdivision and the east line of a tract of land described in Book 327 of Deeds, Page 255; thence along said south right of way line through a curve to the left having a radius of 5689.58 feet, a central angle of 00°58'50", an arc length of 97.38 feet, a chord bearing of S74°28'24"W, and a chord length of 97.38 feet to a point (252+33.75); thence S73°59'00"W, 280.01 feet along said south right of way line to a point, said point lying on an east-west fence line; thence S73°59'00"W, 80.81 feet along said south right of way line to the POINT OF TERMINUS of said strip of land, said point lying on the south line of said NE1/4SW1/4, and being N16°03'01"W, 1392.02 feet from said south quarter corner of Section 2.

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.

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

Michael H. Anderson  
Jeanna M. Anderson

(SEAL)

STATE OF WYOMING )  
 ) ss.  
 County of Sheridan )

On this 17th day of March, 19 92, before me personally appeared Michael H. Anderson & Jeanna M. Anderson, husband & wife

(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 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.)

Ronnie S. Jenkalski  
 Notary Public, County of Sheridan State of Wyoming  
 State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My Commission Expires February 27, 1993

(SEAL)

My Commission Expires: \_\_\_\_\_  
 1071-115-15588-111  
 W.O. \_\_\_\_\_ TRACT NO. \_\_\_\_\_ L.R.R. No. 34353