

1786-185

EASEMENT UNDERGROUND COMMUNICATIONS AND ELECTRIC LINES

THIS EASEMENT, made this 6th day of May, 19 82, 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: C & C INVESTMENT, CO., INC., Sheridan, Wyoming (Subject to a Contract for Warranty Deed to CHRIS D. BUCHHOLZ and KIMBERLY A. BUCHHOLZ).

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 30 feet wide, across the following-described real estate, situated in the County of Sheridan, State of Wyoming, to-wit:
15 feet on either side of the following described line:
Beginning 15 feet East of the Northwest corner of Lot 3, Sierra Dawn #2; thence Southerly 254.65 feet and parallel to the West property line of said Lot 3, Sierra Dawn #2 Subdivision of Section 23, Township 54 North, Range 83 West of the 6th P.M.

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.

C & C INVESTMENT, CO., INC.

CARL C. CANTONWINE, Vice President

STATE OF WYOMING)

County Of SHERIDAN : ss.)

On this 18th day of May, 19 82, before me personally appeared CARL C. CANTONWINE

known to me to be the same person-- described in and who executed the above and foregoing instrument and acknowledged to me that --he-- executed the same, (known to me to be the Vice President 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: June 5, 1984

W.O. _____ TRACT NO. _____ I.R.R. No. _____