RECORDED JUNE 24, 1985 BK 294 PG 245 NO 933414 MARGARET LEWIS, COUNTY CLERK

1786-185

## EASEMENT UNDERGROUND COMMUNICATIONS AND ELECTRIC LINES

namely: <u>CHRIS D. BUCHHOLZ and KIMBERLY</u> <u>Contract for Warranty Deed from C &amp; C</u>	on, and THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH and the following named persons, hereinafter referred to as "OWNER". A. BUCHHOLZ, Husband and Wife (Holders of a Linvestment Co., Inc., Sheridan 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 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 centerline: 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 results 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 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 by the day and year first above written.	
WITNESS WHEREOF, OWNER has executed	Himselz A Buchland
County Of SHERIDAN South Sheridan Sheri	May 19 82 before me personally appeared
nown to me to be the same person.5 described in and	who executed the above and foregoing instrument and acknowledged to me thatthe_y executed the same. (knowex xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
PRANCES GUILL MOTARY PUBLIC County of Shoring Shoring 1	Notary Public, Sheredon County,  State of Wyrning (SEAL)  My Commission Expires: Jun 5, 1984
My Commission Express June 5, 1994	W.O. 71-13180 TRACT NO L.R.R. No23329