

UNDERGROUND EASEMENT 320

COMMUNICATION AND ELECTRIC LINES

RECORDED FEBRUARY 21, 1995 BK 372 PG 320 NO 191037 RONALD L. DAILEY, COUNTY CLERK

THIS EASEMENT, made this 29th day of September, 1994, 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: Peter E. Hager and Sally L. Hager, Husband and Wife
P.O. Box 406
Dayton, Wyoming 82836

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 underground cables, wires, 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, upon, over, under and across a strip of land _____ feet wide, across the following-described real estate, situated in the County of Sheridan
State of Wyoming, to-wit:

An easement 15 feet in width, parallel and adjacent to the North property line of Lot 17, Block 6, Walling Addition to the Town of Dayton Wyoming. All located in the Northeast Quarter of Section Thirty Two (32), Township Fifty Seven (57) North, Range Eighty Three (83) West, of the Sixth Principal Meridian, Sheridan, County, Wyoming.

OWNER, its successors and assigns, 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 of land for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; 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, or 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 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.

Peter E. Hager
PETER E. HAGER
Sally L. Hager
SALLY L. HAGER

STATE OF WYOMING)
) ss.
County Of SHERIDAN)

(SEAL)

On this 29th day of September, 1994, before me personally appeared
Peter E. Hager and Sally L. Hager

(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 he 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).

Susan B. Smith
Notary Public, SHERIDAN County,
State of WYOMING
Residing in Dayton, Wyo.

My Commission Expires: Sept 19, 1996
1071-115-06366-231
W.O. _____ TRACT NO. _____ L.R.R. No. 35379
CCE Dayton