

# COMMUNICATION AND ELECTRIC LINES EASEMENT 120

RECORDED MAY 4, 1992 BK 350 PG 120 NO 108367 RONALD L. DAILEY, COUNTY CLERK

THIS EASEMENT, made this 18th 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: Elmer W. Reisch & Rose Reisch, husband & wife and Elmer W. Reisch, Jr., a single man 1633 N. Gould, Sheridan, WY 82801 776 Absaraka St., 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 Tract 11 of the Pierce Subdivision, NW1/4SE1/4, 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 N16°44'51"E, 1621.30 feet to the POINT OF BEGINNING of the herein described strip of land, said point being on said south right of way line of Wyoming State Highway No. 331 and the east line of said Tract 11 of the Pierce Subdivision; thence S78°12'00"W, 180.36 feet along said south right of way line to a point; 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°19'35", an arc length of 32.40 feet, a chord bearing of S78°02'13"W, and a chord length of 32.40 feet to the POINT OF TERMINUS of said strip of land, said point being on the east line of Tract 12 of said Pierce Subdivision and being N09°44'16"E, 1530.99 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.

*Elmer W. Reisch*  
*Rose Reisch*  
*Elmer W. Reisch, Jr.*

(SEAL)

STATE OF WYOMING )  
 ) ss.  
County of Sheridan )

On this 18th day of March, 19 92, before me personally appeared Elmer W. Reisch & Rose Reisch, husband & wife & Elmer W. Reisch, Jr., a single man

(THIS SPACE FOR RECORDING DATA ONLY)

known to me to be the same persons described in and who executed the above and foregoing instrument and acknowledged to me that they 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. Jenkinson*  
Notary Public, Sheridan County, Wyoming  
State of Wyoming  
Residing at       

(SEAL)

My Commission Expires:         
1071-115 -15588-111  
W.O.        TRACT NO.        L.R.R. No. 34361 & 34364