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EASEMENT

UNDERGROUND COMMUNICATIONS AND ELECTRIC LINES

RECORDED JANUARY 2, 1990 BK 332 PG 226 NO 47540 RONALD L. DAILEY, COUNTY CLERK

THIS EASEMENT, made this 13th day of November, 1989, between MONTANA-DAKOTA UTILITIES CO., a Division of MDU RESOURCES GROUP, INC., 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: LARRY G. HOOVER, A Married Man, as his sole and separate property

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, 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 40 feet wide, across the following-described real estate, situated in the County of Sheridan, State of Wyoming, to-wit:

A strip of land being 40 feet wide, lying 20 feet on each side of the following described line: Located in the Southwest Quarter (SW $\frac{1}{4}$) of Section 27, Township 55 North, Range 84 West, Sheridan County, Wyoming.

Beginning at a point, said point being N38°34'03"E, 2309.06 feet from the southwest corner of said Section 27; thence N89°09'20"W, 865.58 feet to a point on said easterly right of way line, said point being N17°31'23"E, 1906.62 feet from said southwest corner of Section 27.

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., a Division of MDU Resources Group, Inc., 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., a Division of MDU Resources Group, Inc., 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.

Larry G. Hoover

STATE OF WYOMING)
) ss.
County Of Sheridan)

On this 13 day of November, 19 89, before me personally appeared

Larry G. Hoover
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 owner and respective, 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, Ronnie S. Jernigan County, Sheridan State of Wyoming
(SEAL)

My Commission Expires: _____

W.O. 71-06400 TRACT NO. _____ L.R.R. No. 33164