

211 (5-81)
LAWYER

EASEMENT

UNDERGROUND COMMUNICATIONS AND ELECTRIC LINES

RECORDED JUNE 13, 1991 BK 341 PG 607 NO 84050 RONALD L. DAITLEY, COUNTY CLERK

THIS EASEMENT, made this 29th day of March, 1991, 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: DAVID B. KENNEDY and SALLY P. KENNEDY, Husband and wife, of Ann Arbor, Michigan

#1 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 15 wide, across the following-described real estate, situated in the County of Sheridan, State of Wyoming, to-wit:

A 15 foot wide easement located in the S½SW¼ of Section 31, Township 55 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, said easement lying 15 feet on the South side of the following described centerline:

Beginning at a point lying N71°59'28"E, 1876.03 feet from the southwest corner of said Section 31, said point being on the west boundary of Parker Draw Subdivision and said point being the center of the dedicated extension of Cato Drive, the True Point of Beginning; thence N 83°44'45"W, 523.00 feet; thence S87°53'49"W, 416.37 feet; thence S57°25'46"W, 463.95 feet; thence S64°17'55"W, 105.91 feet to the point of ending, said point of ending being located N47°58'26"E, 486.97 feet from the southwest corner of said Section 31.

#2 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.

#3 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.

#4 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, 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.~~

#5 The compensation to be paid to owners for the granting of the easement shall be
IN WITNESS WHEREOF, OWNER has executed this easement as of the day and year first above written. (Continued)

One Dollar (\$1.00) for per rod.

Paragraph 6

Montana-Dakota Utilities Co., and/or The Mountain States Telephone and Telegraph Company shall reclaim the surface of the property disturbed by its operations by stockpiling top soil material separately from rock, gravel and other materials removed from the surface, covering the surface disturbed with the top soil, reseeding the same, and restoring the surface to a condition acceptable to owner.

IN WITNESS WHEREOF, OWNERS have executed this easement as of the day and year first above written.

David B. Kennedy
David B. Kennedy

Sally P. Kennedy
Sally P. Kennedy

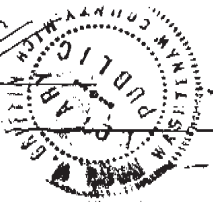
STATE OF MICHIGAN)

County of Washtenaw : ss.

On this 29 day of MARCH, 1991, before me personally appeared David B. Kennedy and Sally P. Kennedy, husband and wife, known to me to be the same persons described in and who executed the above and foregoing instrument on this date.

Mark
Notary Public

My Commission Expires: 8-3-94 Mark Griffin



IN WITNESS WHEREOF, this agreement is executed as of the day and year first above written.

MONTANA-DAKOTA UTILITIES CO.
DIVISION OF MDU RESOURCES GROUP, INC.

By: Robert H. Tate

THE MOUNTAIN STATES TELEPHONE AND
TELEGRAPH COMPANY a/k/a U.S. WEST

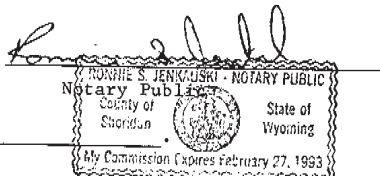
By: Robert H. Tate

STATE OF WYOMING)

: ss.

County of Sheridan)

On this 22 day of April, 1991, before me personally appeared Doug D. Tate, known to me to be the Engineering Asst. and manager, respectively of the corporation(s) that is described in and that executed the foregoing instrument and acknowledge to me that such corporation executed the same.



My Commission Expires: _____