

21104(6-75)
(Rev. 1/83)

RECORDED OCTOBER 2, 1990 BK 337 PG 49 NO 66472 RONALD L. DAILEY, COUNTY CLERK
MONTANA-DAKOTA UTILITIES CO.

UNDERGROUND ELECTRIC RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Gerald T. Powers and Geneva Powers,
husband and wife

of Sheridan, Wyoming

hereinafter called OWNER (whether one or more), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and warrants to MONTANA-DAKOTA UTILITIES CO., a Division of MDU RESOURCES GROUP, INC., a corporation, of 400 North Fourth Street, Bismarck, North Dakota 58501, COMPANY, and to its successors and assigns, a perpetual right-of-way and easement for the construction, reconstruction, replacement, operation, maintenance, repair and removal of buried or semiburied electric distribution system, street lighting system or communication system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith, to be located upon, under and within the following real estate in Sheridan County, State of Wyoming, namely:

A strip of land 15' wide lying 7 1/2' either side of a centerline in the W 1/2 SE 1/4 and the N 1/2 SW 1/4 of Section 27, T55N, R85W, Sheridan County, Wyoming, said centerline being more particularly described as follows: Commencing at the S quarter corner of said Sec. 27; thence N33°59'37"E, 1190.02' to the point of beginning, said point being 10.00' S and 7.50' W of the SW corner of Lot 2 of the Powers Minor Subdivision; thence parallel to the W line of said Powers Minor Subdivision N00°26'00"W, 335.78' along said centerline to a point; thence N58°58'36"W, 18.27' along said centerline to a point; thence N85°43'33"W, 50.82' along said centerline to a point; thence N89°53'21"W, 336.86' along said centerline to a point; thence N87°00'32"W, 137.77' along said centerline to a point; thence S88°50'07"W, 79.01' along said centerline to a point; thence N37°57'44"W, 34.80' along said centerline to a point on the E R.O.W. line of the Big Horn to Beckton Co. Road; thence entering said R.O.W. N37°57'45"W, 68.85' along said centerline to a point; thence N61°38'50"W, 74.11' along said centerline to a point; thence N78°56'19"W, 43.37' along said centerline to a point on the N R.O.W. line of the Big Horn to Beckton County Road; thence leaving said R.O.W. N78°56'14"W, 10.00' along said centerline to a point;

COMPANY hereby agrees that it will pay any and all damages that may result to the crops, fences, buildings and improvements (over) on said premises caused by constructing, reconstructing, replacing, maintaining, repairing, operating or removing said electric line.

OWNER, its successors and assigns, agree 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 said electric line or lines or COMPANY'S rights hereunder.

The OWNER also hereby grants to COMPANY, its successors and assigns, the right of ingress and egress for the purposes of the easement and right-of-way described herein.

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, the OWNER has signed this grant of easement this 5th day of March, 1990

Geneva Powers
Gerald T. Powers

STATE OF WYOMING
County Of Sheridan

On this 5th day of March, 1990, before me personally appeared
Gerald T. Powers and Geneva Powers, husband and wife

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

(THIS SPACE FOR RECORDING DATA ONLY)

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.)

Notary Public, _____
State of _____
My Commission Expires February 27, 1993

(SEAL)

My Commission Expires: _____

WQ71-15179 TRACT NO. _____ L.R.R. No. 33163

thence $S89^{\circ}26'08''W$, 269.25' along said centerline to a point; thence $S88^{\circ}50'03''W$, 564.20' along said centerline to a point; thence $N45^{\circ}20'17''W$, 55.12' along said centerline to a point; thence $N88^{\circ}36'23''W$, 61.02' along said centerline to a point; thence $S85^{\circ}40'16''W$, 146.24' along said centerline to a point; thence $N81^{\circ}37'58''W$, 82.72' along said centerline to a point; thence $N03^{\circ}17'46''W$, 40.61' along said centerline to a point; thence $N77^{\circ}26'44''W$, 12.90' along said centerline to a point, said point being $N40^{\circ}29'33''W$, 2024.29' from said south quarter corner of Section 27.