

THIS INDENTURE, made this 27th day of April, 1977, between MONTANA-DAKOTA UTILITIES CO., a corporation, 400 North Fourth Street, Bismarck, North Dakota, hereinafter called "COMPANY," its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely:

BIG HORN COAL COMPANY, a corporation

whose address is P. O. Box 746, Sheridan, Wyoming 82801

WITNESSETH, that for valuable consideration received, OWNER does hereby grant unto MONTANA-DAKOTA UTILITIES CO., a corporation, its successors and assigns, an easement 50 feet in width, being 25 feet left, and 25 feet right of the center line, as laid out and/or surveyed with the right to construct, reconstruct, operate, maintain, repair and remove one electric transmission line, consisting of pole structures supporting one or more electric power circuits, together with crossarms, cables, wires, guys, supports, anchors, fixtures, and such other structures, installations and facilities used in the construction, reconstruction, operation, maintenance, repair and removal of said electric transmission line, and to cut and trim trees and shrubbery located within 25 feet of the center line of said line, or where they may interfere with or threaten to endanger the operation or maintenance of said line, and to license, permit or otherwise agree to the joint use or occupancy of the line by any other persons, associations or corporations and does hereby release and waive all rights under and by virtue of the homestead exemption laws of this state.

OWNER hereby grants to COMPANY, its successors and assigns, the right at all reasonable times to enter upon said premises for the purpose of constructing, reconstructing, maintaining, repairing or removing said electric line and for the purpose of doing all necessary work in connection therewith.

Said electric transmission line and every part thereof shall be confined to the area granted under this easement, except that the COMPANY shall have the right of placing and maintaining guys and anchors at greater distance from said center line where necessary to support said electric transmission line.

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

This easement is appurtenant to the following-described real estate, situate in the County of SHERIDAN State of Wyoming namely: That part of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-one (21) that lies Northerly of the Northerly right-of-way line of the C. B. & Q. Railroad. Also that part of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-two (22) that lies Northerly of the Northerly right-of-way line of the C. B. & Q. Railroad; all lying and being in Township Fifty-seven (57) North, Range Eighty-four (84) West of the Sixth Principal Meridian.

IN WITNESS WHEREOF, OWNER has executed these presents as of the day and year first above written
BIG HORN COAL COMPANY, a corporation

STATE OF WYOMING)

By: [Signature]
Its President

COUNTY OF _____)

Attest: [Signature]

Its Assistant Secretary

On this _____ day of _____
County and State, personally appeared _____

, A. D. 19____, before me, a Notary Public for the within

to me known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free and voluntary act and deed.

(NOTARY'S SEAL)

Notary Public, _____ (type name)
County, Wyo.
My Commission Expires _____

STATE OF ~~WYOMING~~ NEBRASKA)

COUNTY OF Douglas)

On this 27th day of April, 1977, before me appeared W. L. Grewcock

to me personally known, who, being by me duly sworn, did say that he is the President of Big Horn Coal Company (corporate name)

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said W. L. Grewcock

acknowledged said instrument to be the free act and deed of said corporation.

Wyo. Corporation No. _____

Notary Public, Douglas (type name)
County, Nebr.
My Commission Expires 9/6/79