

MONTANA-DAKOTA UTILITIES CO. 306
ELECTRIC LINE EASEMENT (BY OWNER)

THIS INDENTURE, made this 16th day of May, 1975, 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:

RICHARD A. MADER (a/k/a Dick Mader) and ENA F. MADER - Husband and Wife

whose address is 36 North Brooks, Sheridan, Wyoming

WITNESSETH, that for valuable consideration received, OWNER does hereby grant unto MONTANA-DAKOTA UTILITIES CO., a corporation, its successors and assigns, an easement 20 feet in width, being 10 feet left, and 10 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 20 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:

All those portions of the $\frac{1}{4}$ E $\frac{1}{4}$ lying North of the State Highway, the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and that part of the W $\frac{1}{4}$ NW $\frac{1}{4}$ lying North and East of the Municipal Golf Course Road and that part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ lying North and West of the State Highway and North and East of the Municipal Golf Course Road, all in Section 32, Township 56 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming, excepting however, 6.1 acres, more or less, situated in the S $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 32, described as follows:

Beginning at a point located on the Northeasterly right of way line of the Municipal Golf Course Road, said point being located West 555 feet and South 27°30' East 835 feet from the NE Corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence South 27°30' East along the Northeasterly line of said Road, a distance of 513 feet; thence South 19°34' East along the Northeasterly line of said Road 454.5 feet to a point of intersection of the Northerly right of way line of the Wyoming State Highway; thence North 66°01' East along the Northerly line of said Highway 260.7 feet to a point; thence North 61°10' East along the Northerly line of said Highway 72.7 feet; thence North 27°30' West 977.9 feet to a point; thence South 62°30' West 270 feet to the point of beginning.

IN WITNESS WHEREOF, OWNER has executed these presents as of the day and year first above written.

Paul and A. Mader
Wm. F. Mader

STATE OF WYOMING)

COUNTY OF SHERIDAN) ss.

On this May day of May, A. D. 19 75, before me, a Notary Public for the within County, personally appeared



MADER (a/k/a/ Dick Mader) and ENA F. MADER - Husband and Wife

known to me personally, described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed.

(NOTARY'S SEAL)

Notary Public, Sheridan (type name)
My Commission Expires January 24, 1977 County, Wyo.

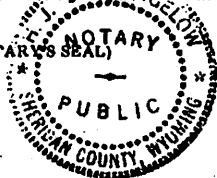
STATE OF WYOMING)

COUNTY OF _____) ss.

On this May day of May, 19 75, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ (type 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 _____ acknowledged the instrument to be the free act and deed of said corporation.

(NOTARY'S SEAL)

Wyo. Corporate Form



Notary Public, Sheridan (type name)
My Commission Expires January 24, 1977 County, Wyo.

CONSIDERATION NOT IN EXCESS OF \$100.

307