

SHERIDAN DIVISION

RECORDED OCTOBER 17, 1966 BK 156 PG 516 NO. 524502

B. B. HUME, COUNTY CLERK #3 of 3

**Montana-Dakota Utilities Co.**  
**ELECTRIC LINE EASEMENT (BY OWNER)**

THIS INDENTURE, made this 29<sup>th</sup> day of July 1966 between MONTANA-DAKOTA UTILITIES CO., a corporation, 831 Second Avenue South, Minneapolis 2, Minnesota, hereinafter called "COMPANY," its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely:

CLARENCE G. EKLUND, a widower, OWNER, and JOHN I. FRANCIS and HARRIET J. FRANCIS, holders of a Contract for Warranty Deed

(JOHN I. FRANCIS also known as JOHN I. FRANCIS, JR.)

whose address is Respectively, Buffalo, Wyoming, and 1402 Leopard Street, Sheridan, Wyoming

WITNESSETH, that for valuable consideration received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement with the right to construct, operate, maintain, repair and remove, an electric line including necessary poles, wires, and fixtures, through, over, under and across the real estate hereinafter described and in or upon all streets, roads, or highways abutting said lands, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state and to cut and trim trees and shrubbery located within 20 feet of the center electric 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 person, association or corporation.

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, maintaining, operating, repairing or removing said electric line and for the purpose of doing all necessary work in connection therewith.

COMPANY by the acceptance hereof, 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, 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:

A tract of land situated in the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ) Section Thirty-Three (33), Township Fifty-Six (56) North, Range Eight-Four (84) West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows:

Beginning at a point which is 663.75 feet south and 750 feet west of the northeast corner of said Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$ ), thence south 420 feet; thence east 40 feet; thence north 420 feet; thence west 40 feet to the point of beginning.

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

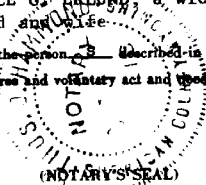
STATE OF WYOMING

COUNTY OF Sheridan

On this 29<sup>th</sup> day of July A. D. 1966, before me, a Notary Public for the within County and State, personally appeared

CLARENCE G. EKLUND, a widower, and JOHN I. FRANCIS and HARRIET J. FRANCIS, husband and wife.

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



Thos. D. Hammond

Notary Public, Sheridan County, Wyo.My Commission Expires April 24, 1970