

MONTANA-DAKOTA UTILITIES CO.  
COMBINATION ELECTRIC AND GAS EASEMENT

THIS EASEMENT, made this 5th day of March, 2003, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota, hereinafter called "COMPANY", its successors and assigns, and the following-named persons, hereinafter, whether singular or plural, called "OWNER", namely:

HELEN C. LEGERSKI,  
1 WOODLAND PARK ROAD, SHERIDAN, WYOMING 82801

WITNESSETH, that for valuable consideration received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 15 feet in width, being 7.5 feet left and 7.5 feet right of the centerline as laid out and/or surveyed, or as finally installed on the hereinafter described lands, and the right to construct, reconstruct, increase the capacity of, operate, maintain, repair and remove one electric line, consisting of pole structures supporting one or more power circuits, together with crossarms, cables, communications lines, wires, guys, supports, anchors, fixtures, and such other structures, installations and facilities used in the construction, reconstruction, operation, increasing the capacity of, maintenance, repair and removal of said electric line, and to cut and trim trees and shrubbery located within 15 feet of the centerline of said line or where it 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. Said line may be constructed either overhead, as described above, or underground, or the said line, if constructed overhead, may be converted from overhead to an underground line at some future time.

OWNER additionally grants COMPANY, its successors and assigns, the right to construct, increase the capacity of, operate, maintain, repair, remove and replace a gas pipeline or lines, including necessary pipes, poles, and fixtures, and a buried or semi-buried electric distribution system, street lighting system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith. Said Combination Electric, and Gas lines may be located through, over, under, and across the following-described real estate, situated in the County of Sheridan, State of Wyoming, namely:

A strip of land 15 feet wide located in the North 15 feet of the South 55 feet of Tracts 5 and 6 of the Adkins Valley Subdivision of the East 990 feet of the W1/2SW1/4 of Section 11, T55N, R84W of the 6<sup>th</sup> PM.

OWNER, its successors and assigns, agrees 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, gas line, or COMPANY'S rights hereunder.

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

Said electric 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 centerline where necessary to support said electric line.

COMPANY agrees that it will pay any and all damages that may result to the crops, fences, buildings, and improvements on said premises caused by laying, constructing, reconstructing, increasing the capacity of, maintaining, converting to underground, operating, replacing, repairing or removing said electric line, gas line, or underground lines. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by COMPANY and one by OWNER; these two shall select a third person. The award of these three persons shall be final and conclusive.

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, OWNER has executed this Easement as of the day and year first above written.

Helen C. Legerski  
HELEN C. LEGERSKI

STATE OF Wyoming

COUNTY OF Sheridan

On this the 5th day of March, 2003, before me personally appeared Helen C. Legerski

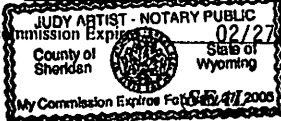
known to me, or satisfactorily proved to be the person \_\_\_\_\_ described in and who executed the above and fore going instrument and acknowledged to me that s/he executed the same (known to me to be the  
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and OWNER  
respectively, of the corporation that is described in and that executed the foregoing instrument, acknowledged to me that such corporation executed the same.)

Judy Artist  
Notary Public, Sheridan County,

State of Wyoming

My Commission Expires 02/27/05



WO- 1119456 TRACT NO WY-22-1 LRR NO \_\_\_\_\_

MONTANA-DAKOTA UTILITIES CO.  
COMBINATION ELECTRIC AND GAS EASEMENT

THIS EASEMENT, made this 7 day of April, 2003, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota, hereinafter called "COMPANY", its successors and assigns, and the following-named persons, hereinafter, whether singular or plural, called "OWNER", namely:

CHARLES J. LEGERSKI  
19 DOUBLE TREE PLACE, BILLINGS, MONTANA 59106

WITNESSETH, that for valuable consideration received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 15 feet in width, being 7.5 feet left and 7.5 feet right of the centerline as laid out and/or surveyed, or as finally installed on the hereinafter described lands, and the right to construct, reconstruct, increase the capacity of, operate, maintain, repair and remove one electric line, consisting of pole structures supporting one or more power circuits, together with crossarms, cables, communications lines, wires, guys, supports, anchors, fixtures, and such other structures, installations and facilities used in the construction, reconstruction, operation, increasing the capacity of, maintenance, repair and removal of said electric line, and to cut and trim trees and shrubbery located within 15 feet of the centerline of said line or where it 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. Said line may be constructed either overhead, as described above, or underground, or the said line, if constructed overhead, may be converted from overhead to an underground line at some future time.

OWNER additionally grants COMPANY, its successors and assigns, the right to construct, increase the capacity of, operate, maintain, repair, remove and replace a gas pipeline or lines, including necessary pipes, poles, and fixtures, and a buried or semi-buried electric distribution system, street lighting system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith. Said Combination Electric, and Gas lines may be located through, over, under, and across the following-described real estate, situated in the County of Sheridan, State of Wyoming, namely:

A strip of land 15 feet wide located in the North 15 feet of the South 55 feet of Tracts 5 and 6 of the Adkins Valley Subdivision of the East 990 feet of the W1/2SW1/4 of Section 11, T55N, R84W of the 6<sup>th</sup> PM.

OWNER, its successors and assigns, agrees 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, gas line, or COMPANY'S rights hereunder.

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

Said electric 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 centerline where necessary to support said electric line.

COMPANY agrees that it will pay any and all damages that may result to the crops, fences, buildings, and improvements on said premises caused by laying, constructing, reconstructing, increasing the capacity of, maintaining, converting to underground, operating, replacing, repairing or removing said electric line, gas line, or underground lines. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by COMPANY and one by OWNER; these two shall select a third person. The award of these three persons shall be final and conclusive.

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, OWNER has executed this Easement as of the day and year first above written.

X Charles J. Legerski  
CHARLES J. LEGERSKI

STATE OF Montana  
COUNTY OF Yellowstone : ss.

On this the 7<sup>th</sup> day of April, 2003, before me personally appeared Charles J. Legerski

known to me, or satisfactorily proved to be the person \_\_\_\_\_ 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

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and \_\_\_\_\_  
respectively, of the corporation that is described in and that executed the foregoing instrument, acknowledged to me that such corporation executed the same.)

Jacqueline M. Maiden  
Notary Public, Yellowstone County,  
State of Montana

JACQUELINE M. MAIDEN Commission Expires 10/18/2006  
NOTARY PUBLIC for the State of Montana  
Residing in Yellowstone County  
My Commission Expires 10/18/2006

(SEAL

WO- J119456 TRACT NO WY-22-2 LRR NO \_\_\_\_\_

## MONTANA-DAKOTA UTILITIES CO.

## COMBINATION ELECTRIC AND GAS EASEMENT

THIS EASEMENT, made this 10 day of April, 2003, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota, hereinafter called "COMPANY", its successors and assigns, and the following-named persons, hereinafter, whether singular or plural, called "OWNER", namely:

DAVID A. LEGERSKI  
7007 BOMAR DRIVE, CHEYENNE, WYOMING 82009

WITNESSETH, that for valuable consideration received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 15 feet in width, being 7.5 feet left and 7.5 feet right of the centerline as laid out and/or surveyed, or as finally installed on the hereinafter described lands, and the right to construct, reconstruct, increase the capacity of, operate, maintain, repair and remove one electric line, consisting of pole structures supporting one or more power circuits, together with crossarms, cables, communications lines, wires, guys, supports, anchors, fixtures, and such other structures, installations and facilities used in the construction, reconstruction, operation, increasing the capacity of, maintenance, repair and removal of said electric line, and to cut and trim trees and shrubbery located within 15 feet of the centerline of said line or where it 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. Said line may be constructed either overhead, as described above, or underground, or the said line, if constructed overhead, may be converted from overhead to an underground line at some future time.

OWNER additionally grants COMPANY, its successors and assigns, the right to construct, increase the capacity of, operate, maintain, repair, remove and replace a gas pipeline or lines, including necessary pipes, poles, and fixtures, and a buried or semi-buried electric distribution system, street lighting system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith. Said Combination Electric, and Gas lines may be located through, over, under, and across the following-described real estate, situated in the County of Sheridan, State of Wyoming, namely:

A strip of land 15 feet wide located in the North 15 feet of the South 55 feet of Tracts 5 and 6 of the Adkins Valley Subdivision of the East 990 feet of the W1/2SW1/4 of Section 11, T55N, R84W of the 6<sup>th</sup> PM.

OWNER, its successors and assigns, agrees 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, gas line, or COMPANY'S rights hereunder.

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

Said electric 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 centerline where necessary to support said electric line.

COMPANY agrees that it will pay any and all damages that may result to the crops, fences, buildings, and improvements on said premises caused by laying, constructing, reconstructing, increasing the capacity of, maintaining, converting to underground, operating, replacing, repairing or removing said electric line, gas line, or underground lines. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by COMPANY and one by OWNER; these two shall select a third person. The award of these three persons shall be final and conclusive.

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, OWNER has executed this Easement as of the day and year first above written.

David A. Legerski  
DAVID A. LEGERSKI

STATE OF Wyoming )

COUNTY OF Laramie ) ss.

On this the 10th day of April, 2003, before me personally appeared David A. Legerski

known to me, or satisfactorily proved to be the person \_\_\_\_\_ described in and who executed the above and foregoing instrument and acknowledged to me that he x executed the same (known to me to be the  
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and \_\_\_\_\_  
respectively, of the corporation that is described in and that executed the foregoing instrument, acknowledged to me that such corporation executed the same.)

Wanda Y. Smith  
Notary Public, Laramie County,

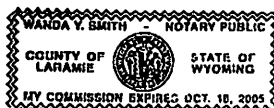
State of Wyoming

My commission Expires October 18, 2005

(SEAL

WO- J119456 TRACT NO WY-22-3 LRR NO \_\_\_\_\_

177



MONTANA-DAKOTA UTILITIES CO.  
COMBINATION ELECTRIC AND GAS EASEMENT

THIS EASEMENT, made this First day of April, 2003, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota, hereinafter called "COMPANY", its successors and assigns, and the following-named persons, hereinafter, whether singular or plural, called "OWNER", namely:

EUGENE R. LEGERSKI  
410 WEST OLE MAVERICK ROAD, CHEYENNE, WYOMING 82006

WITNESSETH, that for valuable consideration received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 15 feet in width, being 7.5 feet left and 7.5 feet right of the centerline as laid out and/or surveyed, or as finally installed on the hereinafter described lands, and the right to construct, reconstruct, increase the capacity of, operate, maintain, repair and remove one electric line, consisting of pole structures supporting one or more power circuits, together with crossarms, cables, communications lines, wires, guys, supports, anchors, fixtures, and such other structures, installations and facilities used in the construction, reconstruction, operation, increasing the capacity of, maintenance, repair and removal of said electric line, and to cut and trim trees and shrubbery located within 15 feet of the centerline of said line or where it 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. Said line may be constructed either overhead, as described above, or underground, or the said line, if constructed overhead, may be converted from overhead to an underground line at some future time.

OWNER additionally grants COMPANY, its successors and assigns, the right to construct, increase the capacity of, operate, maintain, repair, remove and replace a gas pipeline or lines, including necessary pipes, poles, and fixtures, and a buried or semi-buried electric distribution system, street lighting system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith. Said Combination Electric, and Gas lines may be located through, over, under, and across the following-described real estate, situated in the County of Sheridan, State of Wyoming, namely:

A strip of land 15 feet wide located in the North 15 feet of the South 55 feet of Tracts 5 and 6 of the Adkins Valley Subdivision of the East 990 feet of the W1/2SW1/4 of Section 11, T55N, R84W of the 6<sup>th</sup> PM.

OWNER, its successors and assigns, agrees 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, gas line, or COMPANY'S rights hereunder.

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

Said electric 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 centerline where necessary to support said electric line.

COMPANY agrees that it will pay any and all damages that may result to the crops, fences, buildings, and improvements on said premises caused by laying, constructing, reconstructing, increasing the capacity of, maintaining, converting to underground, operating, replacing, repairing or removing said electric line, gas line, or underground lines. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by COMPANY and one by OWNER; these two shall select a third person. The award of these three persons shall be final and conclusive.

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, OWNER has executed this Easement as of the day and year first above written.

  
EUGENE R. LEGERSKI

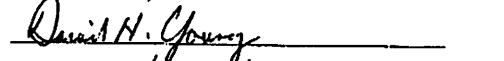
STATE OF WYOMING  
COUNTY OF Laramie : ss.

On this the First day of April, 2003, before me personally appeared Eugene R. Legerski

known to me, or satisfactorily proved to be the person described in and who executed the above and fore going instrument and acknowledged to me that he executed the same (known to me to be the

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owner and \_\_\_\_\_  
respectively, of the corporation that is described in and that executed the foregoing instrument, acknowledged to me that such corporation executed the same.)

  
Notary Public, Laramie County,  
State of Wyoming  
My commission Expires 3/1/07

(SEAL

WO- 1119456 TRACT NO WY-22-4 LRR NO \_\_\_\_\_

**MONTANA-DAKOTA UTILITIES CO.  
COMBINATION ELECTRIC AND GAS EASEMENT**

THIS EASEMENT, made this 25 day of MARCH, 2003, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota, hereinafter called "COMPANY", its successors and assigns, and the following-named persons, hereinafter, whether singular or plural, called "OWNER", namely:

**FREDERICK DONALD LEGRSKI  
410 WEST OLE MAVERICK ROAD, SHERIDAN, WYOMING 82801**

WITNESSETH, that for valuable consideration received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 15 feet in width, being 7.5 feet left and 7.5 feet right of the centerline as laid out and/or surveyed, or as finally installed on the hereinafter described lands, and the right to construct, reconstruct, increase the capacity of, operate, maintain, repair and remove one electric line, consisting of pole structures supporting one or more power circuits, together with crossarms, cables, communications lines, wires, guys, supports, anchors, fixtures, and such other structures, installations and facilities used in the construction, reconstruction, operation, increasing the capacity of, maintenance, repair and removal of said electric line, and to cut and trim trees and shrubbery located within 15 feet of the centerline of said line or where it 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. Said line may be constructed either overhead, as described above, or underground, or the said line, if constructed overhead, may be converted from overhead to an underground line at some future time.

OWNER additionally grants COMPANY, its successors and assigns, the right to construct, increase the capacity of, operate, maintain, repair, remove and replace a gas pipeline or lines, including necessary pipes, poles, and fixtures, and a buried or semi-buried electric distribution system, street lighting system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith. Said Combination Electric, and Gas lines may be located through, over, under, and across the following-described real estate, situated in the County of Sheridan, State of Wyoming, namely:

A strip of land 15 feet wide located in the North 15 feet of the South 55 feet of Tracts 5 and 6 of the Adkins Valley Subdivision of the East 990 feet of the W1/2SW1/4 of Section 11, T55N, R84W of the 6<sup>th</sup> PM.

OWNER, its successors and assigns, agrees 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, gas line, or COMPANY'S rights hereunder.

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

Said electric 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 centerline where necessary to support said electric line.

COMPANY agrees that it will pay any and all damages that may result to the crops, fences, buildings, and improvements on said premises caused by laying, constructing, reconstructing, increasing the capacity of, maintaining, converting to underground, operating, replacing, repairing or removing said electric line, gas line, or underground lines. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by COMPANY and one by OWNER; these two shall select a third person. The award of these three persons shall be final and conclusive.

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, OWNER has executed this Easement as of the day and year first above written.

X Frederick Donald Legrski  
FREDERICK DONALD LEGRSKI

STATE OF Wyoming  
COUNTY OF Laramie

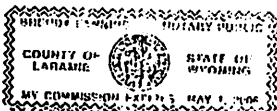
On this the 25th day of March, 2003, before me personally appeared Frederick Donald Legrski

known to me, or satisfactorily proved to be the person described in and who executed the above and fore going instrument and acknowledged to me that he executed the same (known to me to be the

(this space for recording date only)

and  
respectively, of the corporation that is described in and that executed the foregoing instrument, acknowledged to me that such corporation executed the same.)

Rebecca Fanning  
Notary Public, Laramie County,  
State of Wyoming  
My commission Expires May 1, 06



(SEAL

WO-119456 TRACT NO WY-22-5 LRR NO

## MONTANA-DAKOTA UTILITIES CO.

## COMBINATION ELECTRIC AND GAS EASEMENT

THIS EASEMENT, made this 23 day of May, 2003, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota, hereinafter called "COMPANY", its successors and assigns, and the following-named persons, hereinafter, whether singular or plural, called "OWNER", namely:

RICHARD A. LEGERSKI  
1010 FIR STREET, PROSSER, WASHINGTON 99350

WITNESSETH, that for valuable consideration received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 15 feet in width, being 7.5 feet left and 7.5 feet right of the centerline as laid out and/or surveyed, or as finally installed on the hereinafter described lands, and the right to construct, reconstruct, increase the capacity of, operate, maintain, repair and remove one electric line, consisting of pole structures supporting one or more power circuits, together with crossarms, cables, communications lines, wires, guys, supports, anchors, fixtures, and such other structures, installations and facilities used in the construction, reconstruction, operation, increasing the capacity of, maintenance, repair and removal of said electric line, and to cut and trim trees and shrubbery located within 15 feet of the centerline of said line or where it 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. Said line may be constructed either overhead, as described above, or underground, or the said line, if constructed overhead, may be converted from overhead to an underground line at some future time.

OWNER additionally grants COMPANY, its successors and assigns, the right to construct, increase the capacity of, operate, maintain, repair, remove and replace a gas pipeline or lines, including necessary pipes, poles, and fixtures, and a buried or semi-buried electric distribution system, street lighting system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith. Said Combination Electric, and Gas lines may be located through, over, under, and across the following-described real estate, situated in the County of Sheridan, State of Wyoming, namely:

A strip of land 15 feet wide located in the North 15 feet of the South 55 feet of Tracts 5 and 6 of the Adkins Valley Subdivision of the East 990 feet of the W1/2SW1/4 of Section 11, T55N, R84W of the 6<sup>th</sup> PM.

OWNER, its successors and assigns, agrees 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, gas line, or COMPANY'S' rights hereunder.

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

Said electric 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 centerline where necessary to support said electric line.

COMPANY agrees that it will pay any and all damages that may result to the crops, fences, buildings, and improvements on said premises caused by laying, constructing, reconstructing, increasing the capacity of, maintaining, converting to underground, operating, replacing, repairing or removing said electric line, gas line, or underground lines. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by COMPANY and one by OWNER; these two shall select a third person. The award of these three persons shall be final and conclusive.

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, OWNER has executed this Easement as of the day and year first above written.

*Richard A. Legerski*  
RICHARD A. LEGERSKI

STATE OF WASHINGTON  
COUNTY OF BENTON : ss.

On this the 23<sup>rd</sup> day of MAY, 2003, before me personally appeared RICHARD A. LEGERSKI

known to me, or satisfactorily proved to be the person \_\_\_\_\_ described in and who executed the above and fore going 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, acknowledged to me that such corporation executed the same.)

Notary Public, BENTON County,

State of WASHINGTON

My commission Expires \_\_\_\_\_

WO- J119456 TRACT 18

