

**Montana-Dakota Utilities Co.**  
**ELECTRIC LINE RIGHT-OF-WAY EASEMENT**

By ~~XXXXXXXXXX~~ OWNER

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned <sup>Owner</sup> ~~XXXXXXXXXX~~ (whether one or more) \_\_\_\_\_

Whitney Benefits, a corporation,

~~XXXXXXXXXX~~ (XXXXXXXXXX) whose address is Bank of Commerce Building, Sheridan, Wyoming

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto MONTANA-DAKOTA UTILITIES CO. (hereinafter called the "Company"), a Delaware corporation, whose postoffice address is 831 Second Avenue South, Minneapolis 2, Minnesota, and to its successors or assigns, the perpetual right to enter upon the lands of the undersigned, situated in the County of Sheridan

State of Wyoming, and more particularly described as follows:

- Within 30 feet of the East line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 2;
- Within 30 " " " " " " " " W $\frac{1}{2}$  of the E $\frac{1}{2}$  of " " 11;
- Within 30 " " " " " " " " W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of " " 14;
- Within 30 " " " East and South line of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 14.
- Within 30 " " " " " " " " SE $\frac{1}{4}$  " " SW $\frac{1}{4}$  " " 14. 289

All of above described lands being in T55N, R84W

and to place, construct, reconstruct, repair, operate, maintain, relocate and replace on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission and/or distribution line or system, and to cut and trim trees and shrubbery located within 30 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation or maintenance of said line or system, and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association or corporation.

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

The undersigned agree that all poles, wires and other facilities, installed on the above described lands at the Company's expense shall remain the property of the Company, removable at the option of the Company.

IN WITNESS WHEREOF, The undersigned have set their hands and seals this 30 day of April, 1956  
*[Signatures]*

STATE OF WYOMING

COUNTY OF Sheridan

On this 30 day of April, 1956, before me appeared James G. Giffels to me personally known, who, being by me duly sworn, did say that he is the President of the corporation that is described in and that executed the within instrument 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 James G. Giffels acknowledged said instrument to be the free act and deed of said corporation.

R. R. Gano  
(type name)  
Notary Public for the State of Wyoming  
Residing at \_\_\_\_\_

WYOMING CORPORATE FORM

"Consideration" less than \$100.00"

My Commission expires Dec 16, 1958