

## REPLACEMENT EASEMENT

WHEREAS, Northern Wyoming Community College District, State of Wyoming, Box 1500, Sheridan, Wyoming 82801, hereinafter referred to as "Owner" on January 19, 1984, executed and delivered to Montana-Dakota Utilities Co., a corporation, 400 North Fourth Street, Bismarck, North Dakota 58501, hereinafter referred to as "Company" an electric line easement covering

The East 35 feet of the South 138 feet of the North 460 feet of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Eleven (11), Township Fifty-five (55) North, Range Eighty-four (84) West of the 6th P.M., Sheridan County, Wyoming.

which easement was recorded February 23, 1984 in Book 283 of Deeds, Page 131 under Document No. 894703 of the Sheridan County Records, reference to which easement is hereby made; and,

WHEREAS, the parties to said easement desire to relinquish all rights and grants obtained in said easement and to replace said easement with this Replacement Easement;

NOW, THEREFORE, for and in consideration of the granting and delivery by the grantor of this Replacement Easement, Montana-Dakota Utilities Co., its successors and assigns, hereby relinquish all rights, grants and estates conveyed to it by the January 19, 1984 Easement and accepts in lieu thereof this Easement; and

Northern Wyoming Community College District, State of Wyoming, for valuable considerations received, does hereby grant unto Company, its successors and assigns, an easement 42 feet in

constructed any obstruction, building, engineering works or other create or construct or permit to be built, created, or

Owner, its successors and assigns, agrees not to build,

necessary work in connection therewith.

removing said electric line and for the purpose of doing all capacity of, maintaining, converting to underground, repairing or

the purpose of constructing, reconstructing, increasing the

the right at all reasonable times to enter upon said premises for

Owner, hereby grants to Company, its successors and assigns,

at some future time.

overhead, may be converted from overhead to an underground line

described above, or underground, or the said line, if constructed

corporations. Said line may be constructed either overhead, as

occupancy of the line by any other persons, associations or

and to license, permit or otherwise agree to the joint use or

threaten to endanger the operation or maintenance of said line,

center line of said line or where they may interfere with or

cut and trim trees and shrubbery located within 42 feet of the

of, maintenance, repair and removal of said electric line, and to

construction, reconstruction, operation, increasing the capacity

such other structures, installations and facilities used in the

crossarms, cables, wires, guys, supports, anchors, fixtures, and

supporting one or more electric power circuits, together with

and remove one electric line, consisting of pole structures

reconstruct, increase the capacity of, operate, maintain, repair

width, as laid out and/or surveyed with the right to construct,

structures upon, over, or under the strip of land herein described or that would interfere with said electric line or Company's rights hereunder.

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 center line where necessary to support said electric 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, increasing the capacity of, maintaining, repairing, converting to underground, operating or removing said electric line. 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 the third person. The award of these three persons shall be final and conclusive.

Owner does hereby release and waive all rights under and by virtue of the homestead exemption laws of that state.

This easement is appurtenant to the following-described real estate, situated in the County of Sheridan, State of Wyoming, namely:

The East 42 feet of the South 143 feet of the North 460 feet of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Eleven (11), Township Fifty-five (55) North, Range Eighty-four (84) West of the 6th P.M.



*Linda Slack*  
Notary Public  
County, Wyoming  
My Commission Expires: July 21, 1986

corporation executed the same.

On this 19<sup>th</sup> day of April, 1984, before me personally appeared Timothy Tarver and B. Bradford Waters, known to me to be the President and Secretary, respectively, of the corporation described in and which executed the within and foregoing instrument, and acknowledged to me that said

STATE OF Wyoming  
COUNTY OF Sheridan  
: ss. )

By: *W. W. Kroeber*  
W. W. Kroeber  
Vice President-Power Supply

*Steven G. Gerhart*  
Steven G. Gerhart, Secretary

MONTANA-DAKOTA UTILITIES CO.

By: *Timothy Tarver*  
Timothy Tarver, President

*B. Bradford Waters*  
B. Bradford Waters, Secretary

NORTHERN WYOMING COMMUNITY  
COLLEGE DISTRICT

IN WITNESS WHEREOF, Owner and Company have executed these presents as of the day and year first above written.

STATE OF NORTH DAKOTA)  
COUNTY OF BURLEIGH ) ss.

On this 22nd day of May, 1984, before me personally appeared W. W. Kroeber and Steven G. Gerhart, known to me to be the Vice President - Power Supply and Secretary, respectively, of the corporation described in and which executed the within and foregoing instrument, and acknowledged to me that said corporation executed the same.

Leone Richard  
Notary Public  
Burleigh County, North Dakota  
My Commission Expires: 10/22/88

