

RECORDED FEBRUARY 23, 1984 BK 283 PG 133 NO 894705 MARGARET LEWIS, COUNTY CLERK

MONTANA-DAKOTA UTILITIES CO.
ELECTRIC LINE EASEMENT

THIS EASEMENT, made this 9th day of February, 1984, between MONTANA-DAKOTA UTILITIES CO., a corporation, 400 North 4th Street, Bismarck, North Dakota, hereinafter called "COMPANY," its successors and assigns, and the following-named persons, hereinafter, whether singular or plural, called "OWNER," namely:
JOE W. FOX, a/k/a JOSEPH W. FOX and KATHERINE M. FOX, his wife, Record Title Owners, of Sheridan, Wyo.; Unrecorded Contract for Deed to DEAN G. FOX and PATRICIA B. FOX, his wife of Sheridan, Wyo., from Joe W. Fox, a/k/a Joseph W. Fox and Katherine M. Fox, his wife.
whose address is _____

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto MONTANA-DAKOTA UTILITIES CO., a corporation, its successors and assigns, an easement 70 feet in width, being _____ feet left, and _____ feet right of the center line, as laid out and/or surveyed with 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 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, increasing the capacity of, maintenance, repair and removal of said electric line, and to cut and trim trees and shrubbery located within 35 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. 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 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, increasing the capacity of, maintaining, converting to underground, repairing or removing said electric line and for the purpose of doing all necessary work in connection therewith.

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 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.

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.

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

The South Seventy feet (70') of the West 4,412.5 feet of the South Half (S1/2) of Section Sixteen (16) and also the South Seventy feet (70') of the Southeast Quarter (SE1/4) and the East Half of the Southwest Quarter (E1/2SW1/4) of Section Seventeen (17), all being located in Township Fifty-five (55) North, Range Eighty-four (84) West.

The parties hereto expressly agree Company reserves for future use all, or a portion of, this easement and periods of non-use by Company are not to be construed as an intent to abandon its rights granted herein.

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

Joseph W. Fox
Katherine M. Fox
Dean G. Fox
Patricia B. Fox

STATE OF WYOMING)
County of Sheridan) ss.

On this 9 day of February, 1984, before me personally appeared
Joe W. Fox, a/k/a Joseph W. Fox and Katherine M. Fox, his wife and
Dean G. Fox and Patricia B. Fox, his wife

known to me to be the same person S described in and who executed the above and foregoing instrument and acknowledged to

me that J. W. Fox executed the same, (known to me to be the
_____ and _____
respectively of the corporation that is described in and that executed the
foregoing instrument, and acknowledged to me that such corporation
executed the same.)

Austin T. Radde
Notary Public, Sheridan County,
State of Wyoming

(SEAL)

My Commission Expires: Dec. 1, 1987

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