

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

THIS INDENTURE, made this 3rd day of August, 1961, 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:

also known as K. W. Ryker  
**KENNETH W. RYKER AND JENEVA E. RYKER, Husband and Wife,**  
**Holders of contract for warranty deed,**  
**EINA KILBOURNE STEWART, a Widow, Record Holder**

whose address is are Story, 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 15 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:

All the unplatted part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) Section Seven (7), Township 53 North, Range 83 West of the Sixth Principal Meridian, which is known as a part of the "Kilbourne Home Place;" and all of which is as recorded on the records of Sheridan County, Sheridan, Wyoming

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 4th day of August, A. D. 1961, before me, a Notary Public for the within County and State, personally appeared:

**K. W. RYKER and JENEVA E. RYKER, Husband and Wife;**  
**EINA KILBOURNE STEWART, a Widow**

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

(NOTARY'S SEAL)

Notary Public, Sheridan County, Wyo.

My Commission Expires June 5, 1964  
Consideration less than \$100.00

