

MONTANA-DAKOTA UTILITIES CO.
ELECTRIC LINE EASEMENT

THIS EASEMENT, made this 12th day of September 1984, between MONTANA-DAKOTA UTILITIES CO., 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: KATHY KRUEGER, a single woman

whose address is P. O. Box 6101, Sheridan, Wyoming

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto MONTANA-DAKOTA UTILITIES CO., a corporation, its successors and assigns, an easement _____ feet in width, being _____ feet left, and _____ feet right of the center line, as laid out and 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, guy, 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 _____ 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, 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 agrees that it will pay any and all damages that may result to the crops, buildings and improvements on said premises caused by constructing, reconstructing, increasing the capacity of, maintaining, repairing or removing said electric line, 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 North (50) feet of the East (10) feet of the following described tract of land:

A tract of land situated in the Northwest quarter (NW $\frac{1}{4}$) of Section Twenty-two (22) and the Northeast quarter (NE $\frac{1}{4}$) of Section Twenty-one (21), Township Fifty-five (55) North, Range Eighty-four (84) West of the Sixth Principal Meridian, described as follows:

Commencing at the North one-quarter corner of said Section 22, thence S89°06'W, a distance of 3016.3 feet to a point, and which point is also the point of beginning of this description and is marked with a 5/8ths rebar on the southerly right-of-way of a county road, thence N89°57'E., a distance of 526.22 feet, thence South 04°17'W., a distance of 370.31 feet, thence S85°04'W., a distance of 599.22 feet, thence N13°30'E., a distance of 424.00 feet to the point of beginning.

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

Kathy Krueger

STATE OF WYOMING)
as:)

County Of SHERIDAN)

12th

day of September

1984

On this day of September 1984, before me personally appeared Kathy Krueger, a single woman

known to me to be the same person described in and who executed the above and foregoing instrument and acknowledged to me that she executed the same, (known to me to be the same person) executed the same, and acknowledged to me that such corporation respectively of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.)

James K. Sheridan

Notary Public, Sheridan County, Wyoming



My Commission Expires 9/1/88
1071-231-12816-883
TRACT NO. S-S 14c L.R. No. 26810
W.O. 633