

20720(6-79)

MONTANA-DAKOTA UTILITIES CO.  
ELECTRIC LINE EASEMENT

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THIS EASEMENT, made this 5th 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: East Side Industrial Park, a Wyoming partnership consisting of Donald R. Carroll, John A. Carroll, William Wright Rawlings, Seymour Thickman, Pilch & Sons, a partnership, and J.D. Pelesky Construction Company, Inc., whose address is a Wyoming corporation, P. O. Box 665 Sheridan, Wyoming 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto MONTANA-DAKOTA UTILITIES CO., a corporation, its successors and assigns, an easement app. 70 feet in width, being 35 feet left, and 35 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, except as may be specifically provided herein.

Said electric line and every part thereof shall be confined to the area granted under this easement. ~~It is further agreed that the line shall be constructed, reconstructed, increased in capacity, operated, maintained, repaired and removed in accordance with the standards and specifications of the National Electrical Safety Association (N.E.S.A.) and the National Electrical Contractors Association (N.E.C.A.).~~

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. COMPANY agrees to conform the line to the grading plan of the owners.

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:

Property description in Exhibit A, a copy of which is attached hereto and incorporated by reference herein.

J.D. PELESKY CONSTRUCTION CO., INC. SEAL  
J.D. PELESKY, President, Partner  
By: John A. Carroll Partner  
William Wright Rawlings Partner  
STATE OF WYOMING  
County Of Sheridan  
On this 1st day of October, 1984, before me personally appeared J. D. Pelesky Construction Co. Inc., by Gerald D. Pelesky, President, John A. Carroll, William W. Rawlings, Donald R. Carroll, Walter J. Pilch and Seymour Thickman known to me to be the same persons described in and who executed the above and foregoing instrument and acknowledged to me that f\_h\_a\_y 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.)  
Notary Public, Sheridan County,  
State of Wyoming  
(SEAL)  
My Commission Expires: November 17, 1987  
1071-231-12816-883  
W.O. \_\_\_\_\_ TRACT NO. \_\_\_\_\_ L.R.R. No. S-S 5a

EXHIBIT A

A parcel of land located in the NE $\frac{1}{4}$  of Sec. 25, T. 56 N., R. 84 W., 6th P.M., Sheridan County, Wyoming described as follows:

Beginning at a point which lies 31.67 feet N. 0° 24' 17" W. from the S.W. corner of the NE $\frac{1}{4}$  of said Sec. 25, Thence bearing N. 0° 24' 17" W. along the west line of the NE $\frac{1}{4}$  of said Sec. 25 a distance of 1307.95 feet; thence bearing N 0° 24' 50" W along said west line a distance of 1309.70 to a point on the south R.O.W. line of Wyoming Hwy. 336 thence bearing S 88° 10' 18" E. a distance of 70.26 feet along the R.O.W. line of Wyoming Hwy 336 to a point thence bearing S. 0° 24' 17" E. a distance of 2601.92 feet to a point thence bearing S. 79° 04' 55" W. a distance of 71.19 feet to the point of beginning. Said parcel contains 4.19 acres.

SUBJECT to the following additional terms and conditions, to-wit:

Owner, its successors and assigns, shall have the right to construct or place buildings, structures or improvements upon those portions of the above-described parcel that are outside of a strip 30 ft. wide, being 15 ft. left and 15 ft. right of the North-South centerline, as laid out and/or surveyed of said parcel, so long as such buildings, structures or improvements are located and constructed in conformity with the National Electrical Safety Code.

TOGETHER with a temporary construction easement for use of the existing roads in the W $\frac{1}{2}$ NE $\frac{1}{4}$  of Sec. 25, T. 56 N., R. 84 W.