

UTILITY EASEMENT

Project I-90-1(9)
Road Sheridan-Buffalo
County Sheridan

THE STATE OF WYOMING, acting by and through THE STATE HIGHWAY COMMISSION, hereinafter called the "Department", hereby grants and conveys an easement to Montana-Dakota Utilities Company, hereinafter called the "Company", to construct, reconstruct, maintain, use, operate and remove a distribution line serving C.A.A. Station

located in NE $\frac{1}{4}$ Section 24 Township 55N., Range 84W., hereinafter called the "Facility", upon the property of the Department, acquired for and utilized in the operation and maintenance of a State highway. The locations and positions are in strict accordance with the specifications shown on the print dated 8-23-63, attached hereto, marked Exhibit "A", and by this reference specifically made a part hereof.

The Department hereby recognizes and agrees that the relocation, reconstruction, or alteration of the Company's facilities as shown on Exhibit "A", as above referred to, is for the benefit and convenience of the Department, and that the within easement is granted in consideration of such relocation, reconstruction or alteration of the Company's facilities. The within grant of easement is subject to the following covenants entered into by the parties hereto, to wit:

ONE The work of construction and altering the Facility shall be prosecuted and completed in a good and workmanlike manner in accordance with the requirements of the appropriate recognized standards and to the satisfaction of the Department.

The work shall be done in accordance with the provisions of the agreement entered into by the parties on 8-26-63. Such work of construction and alteration of the facilities shall be done in such manner so that no unnecessary or unreasonable interference with the use, operation and maintenance by the Department of a State highway for State highway purposes shall result therefrom, and in such manner that the general public in its use of said State highway right of way shall not be unnecessarily or unreasonably endangered. The Department shall bear 100 % of the total cost of the future construction and alteration of the Facility made necessary by future highway construction, providing the Facility is still located as shown on Exhibit "A".

TWO The said Company shall give to the Department at least ten (10) days notice, in writing, before entering upon the State highway right of way for the purpose of the construction or alteration of the Facility or to make necessary repairs, except in case of genuine emergency requiring immediate repair; then, in that event, the Company shall notify the Department or the local maintenance authority, via telephone or telegraph, and immediately enter upon the highway right of way and make the necessary repairs.

THREE The said Company agrees to indemnify and hold the Department harmless from any and all liability for damage to life or property, including the costs and expenses incident thereto, arising from its occupancy or use of the State highway property under this grant provided, nothing herein shall be construed to indemnify the Department, its agents, employees, contractors, permittees or licensees, against its and/or their own negligence.

FOUR The Department reserves the right to use, occupy and enjoy its right of way for a State highway and for State highway purposes. In the event the Department reconstructs the highway shown on Exhibit "A" in any manner which necessitates an adjustment in the Facility, the Department shall pay all costs in the same proportion as before mentioned in paragraph ONE. Any betterments to the Facility not actually required by such highway construction shall be excluded from such costs. The costs of any adjustment in the Facility made by the Company without the request or demand by the Department shall be borne by the Company.

FIVE The Department shall have the right to insist that the Facility be kept in good repair to avoid any hazardous condition. Upon written notice of said hazardous condition, or in case of emergency, by telephone or telegraph, the Company shall promptly repair said Facility in order to remove the hazardous condition in a manner meeting the requirement of the appropriate recognized standards. Upon the refusal or failure of the Company so to do, the Department may repair the Facility and each and every part thereof to remove the hazardous conditions and the said Company hereby agrees promptly to pay to the Department the cost of said repairs to the Facility, and each and every part thereof.

SIX The Company by these presents accepts notice and agrees that any expense or damages incurred by the Company through the abandonment or relocation of this State highway by the Department shall be borne by said Company at no expense whatsoever to the Department. It is agreed that relocation shall not include widening. This paragraph shall not be construed to apply to a different crossing of the same Facility.

SEVEN The provisions of this easement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. It being understood, however, that the Company shall give immediate notice to the Department of any assignment or transfer to any person or corporation of the rights granted herein.

IN WITNESS WHEREOF, the State of Wyoming, acting by and through its State Highway Commission has caused the State Highway Superintendent to execute this Easement on the 11 day of September, A. D., 1963.

ATTEST:

THE STATE OF WYOMING, acting by and through its State Highway Commission

By: J. R. Bromley
Superintendent

The undersigned, the Company mentioned in the foregoing Easement, hereby accepts the same, subject to the terms and conditions contained therein.

ATTEST:

Company

By: H. L. Pearson
Title: ASS'T VICE-PRESIDENT

(SEAL)

ACKNOWLEDGMENT FOR STATE

STATE OF WYOMING }
COUNTY OF LARAMIE } ss

On this 11 day of September, 1963, before me appeared J. R. Bromley and R. G. Stapp

, to me personally known, who, being by me duly sworn, did say that they are the Superintendent of the Wyoming Highway Department and the Secretary of the State Highway Commission, respectively, and that the seal affixed to said instrument is the seal of said Commission and that said instrument was signed and sealed on behalf of said Commission by authority of the said Commission and said J. R. Bromley and R. G. Stapp acknowledged said instrument to be the free act and deed of said Commission.

Given under my hand and notarial seal the day and year last above written.

(SEAL)

Notary Public

My commission expires November 9, 1964

ACKNOWLEDGMENT FOR CORPORATION

STATE OF MINNESOTA }
COUNTY OF HENNEPIN } ss

On this 23rd day of September, 1963, before me appeared H. L. Pearson and Jorgen Lone

to me personally known, who, being by me duly sworn, did say that they are the Assistant Vice President and Assistant Secretary of Montana-Dakota Utilities Co. and that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of the Board of Directors, and said H. L. Pearson and Jorgen Lone acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal the day and year last above written.

(SEAL)

Notary Public

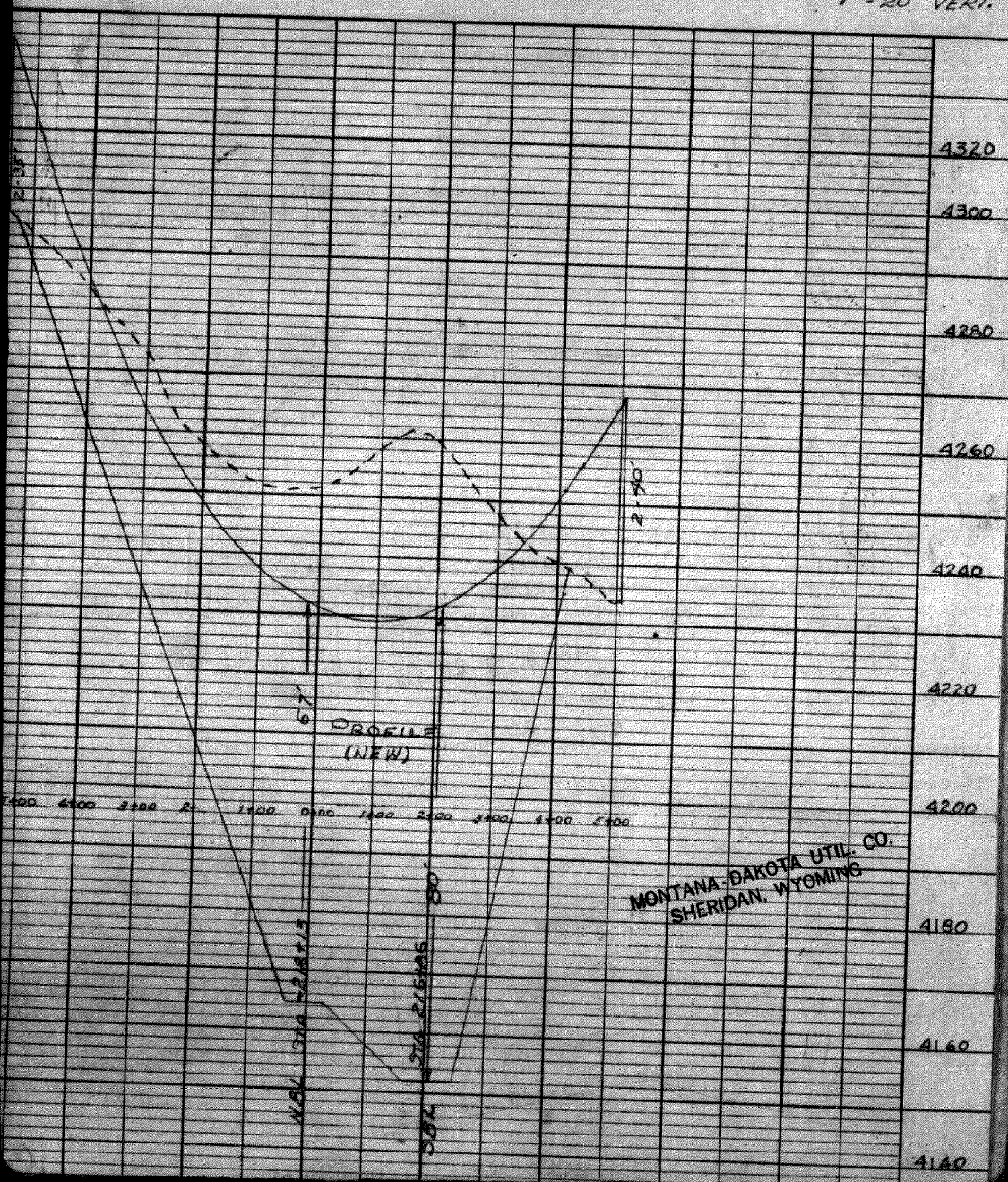
My commission expires

MDU SHERIDAN, WYO.
2300K PRIMARY OVERXING
INTERSTATE "90"
SEC. 24, T-55N, R-84W

DATE: 8-23-63

1040 FEET

1" = 200' HORIZ.
1" = 20' VERT.



DONE IN OPEN COURT this 8th day of October, 1963.

s/ John P. Isley
JUDGE

CLERK OF COURT'S CERTIFICATE

THE STATE OF WYOMING)
COUNTY OF SHERIDAN)

SS:

IN THE DISTRICT COURT
FOURTH JUDICIAL DISTRICT

I do hereby certify the foregoing to be a true and complete copy of

Order Confirming Sale
in Cause No. 7015 of the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed
the official seal of the above entitled Court, this 8 day of Oct, 1963

EIHEL BROCKMAN

Clerk of the District Court

By: Pearl G. Napson Deputy.

4 pages.