

21104(6-75)
(Rev. 8/79)

RECORDED MAY 20, 1985 BK 293 PG 415 NO. 930530 MARGARET LEWIS, COUNTY CLERK

MONTANA-DAKOTA UTILITIES CO.

UNDERGROUND ELECTRIC RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, MALCOLM WALLOP

of BIG HORN, WYOMING

hereinafter called Grantor (whether one or more), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and warrants to Montana-Dakota Utilities Co., a corporation, of 400 North Fourth Street, Bismarck, North Dakota, 58501, Grantee, and to its successors and assigns, a perpetual right-of-way and easement for the construction, reconstruction, replacement, operation, maintenance, repair and removal of buried or semiburied electric distribution system, street lighting system or communication system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith, to be located upon, under and within the following real estate in Sheridan County, State of Wyoming, namely:

Part of the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$), Part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty (30), Township Fifty-four (54) North, Range Eighty-four (84) West of the 6th Principal Meridian, Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-five (25), Township Fifty-four (54) North, Range Eighty-five (85) West of the 6th Principal Meridian, the plat and centerline of which is described on Exhibit "A" attached hereto and made a part hereof.

COMPANY hereby agrees to do no work on the premises when the lands are wet, except for emergency repairs or maintenance.

COMPANY hereby agrees to bury any lines at least 36 inches below the surface, except where rock conditions prohibit such depth.

This easement is to correct the centerline description of that certain Electric Line Easement dated September 8, 1983, Recorded 2-23-1984, in Book 283 on Page 134 as Doc. No. 894706. All other terms and conditions remain in full force as shown on the Easement dated September 8, 1983.

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, replacing, maintaining, repairing, operating or removing said electric line.

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 lines or COMPANY'S rights hereunder.

The Grantor also hereby grants to Montana-Dakota Utilities Co., its successors and assigns, the right of ingress and egress for the purposes of the easement and right-of-way described herein.

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.

IN WITNESS WHEREOF, the Grantor has signed this grant of easement this 10th day of April, 1985.

Malcolm Wallop

David F. Palmerlee

By: David F. Palmerlee, Attorney-in-Fact

STATE OF Wyo)

County of Johnson)

On this 10th day of April, 1985, before me personally appeared

David F. Palmerlee, Attorney in Fact for Malcolm Wallop

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

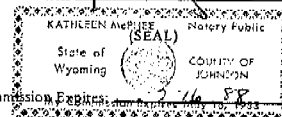
me that he executed the same, (known to me to be the

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.)

Kathleen McBee

Notary Public, Johnson County,

State of Wyoming



My Commission Expires 2-16-88

1071-231-13190-231 -LG-S 3a, 4a

W.O. _____ TRACT NO. _____ L.R.R. NO. 26847

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EXHIBIT "A":

A 16 foot wide easement located in the $\frac{1}{2}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 30, Township 54 North, Range 84 West; and in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 25, Township 54 North, Range 85 West; 6th Principal Meridian; Sheridan County, Wyoming; having a centerline described as follows:

Beginning at a point located N 89°53'E, 2461.1 feet from an aluminum cap at the northwest corner of said Section 30; thence S 60°45'W, 277.1 feet; thence S 54°37'W, 353.6 feet; thence S 77°09'W, 77.4 feet; thence S 15°18'W, 91.9 feet to the point of ending, said point of ending being located S 76°27'E, 1883.7 feet from an aluminum cap at the northwest corner of said Section 30:

AND,

Beginning at a point located N 89°53'E, 2620.5 feet from an aluminum cap at the northwest corner of said Section 30; thence S 00°11'E, 640.5 feet; thence S 20°08'W, 191.5 feet; thence S 18°12'E, 214.9 feet; thence S 00°11'E, 429.7 feet; thence S 54°37'W, 368.9 feet; thence S 45°49'W, 402.6 feet; thence S 31°31'W, 322.5 feet; thence S 73°33'W, 247.2 feet to the point of ending, said point of ending being located S 35°28'E, 2809.5 feet from an aluminum cap at the northwest corner of said Section 30:

AND,

Beginning at a point located S 16°43'W, 2714.8 feet from an aluminum cap at the northwest corner of said Section 30; thence N 35°01'W, 29.2 feet; thence S 82°13'W, 288.2 feet; thence N 89°21'W, 254.5 feet to the point of ending, said point of ending being located S 27°06'W, 2934.7 feet from an aluminum cap at the northwest corner of said Section 30.