

MONTANA-DAKOTA UTILITIES CO.

**ELECTRIC LINE EASEMENT**

THIS EASEMENT, made this 9<sup>th</sup> day of October, 2015, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., 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:

First Choice Builders, LLC

whose address is 811 North Main, Sheridan WY 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement of variable width, as laid out and/or surveyed with the right to construct, reconstruct, increase the capacity of, operate, maintain, repair and remove one or more electric power lines, consisting of pole structures supporting one or more electric power circuits together with crossarms, cables, communications lines, 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 lines, and to cut and trim trees and shrubbery located within 20 feet of the center line of said line or where they may interfere with or threaten to endanger the operation or maintenance of said lines, and to license, permit or otherwise agree to the joint use or occupancy of the line by any other persons, associations or corporations. Said lines may be constructed either overhead, or underground including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith.

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.

Said electric line and every part hereof 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.

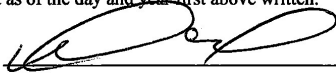
COMPANY hereby agrees that it will pay any and all damages that may result to the crops, fences, buildings and improvements on said premises caused by constructing, reconstructing, increasing the capacity of, maintaining, repairing, converting to underground, operating or removing said electric line. 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.

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, situated in the County of Sheridan, State of Wyoming, namely:

An electric line easement situated in Lot 3 and Lot 4, Old Depot Subdivision, to the City of Sheridan, Wyoming as recorded in Drawer O of Plats, No. 16; said easement being more particularly described as the West five (5) feet of Lot 3 and Lot 4. Said easement is 386.88 feet long, more or less and 5 feet wide.

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



Drew Homola – General Manager

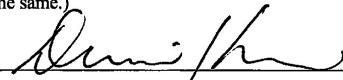
STATE OF Wyoming  
COUNTY OF Sheridan :SS

On this 9 day of October, 20 15, before me personally appeared Drew Homola

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

(THIS SPACE FOR RECORDING DATA ONLY)

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 WY

Residing at 2312 Larch Ln 82801



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BOOK: 557 PAGE: 179 FEES: \$12.00 SM EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



My Commission Expires: 2-25-19

W.O. \_\_\_\_\_ TRACT NO. \_\_\_\_\_ L.R.R NO. \_\_\_\_\_

**NO. 2015-723890 EASEMENT**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
MONTANA DAKOTA UTILITIES CO 2324 DRY RANCH RD  
SHERIDAN WY 82801