

20720(8-79)  
(Rev. 5/88)MONTANA-DAKOTA UTILITIES CO.  
ELECTRIC LINE EASEMENT

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THIS EASEMENT made this 21 day of April, 19 95 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: James L. Jellis,  
Glenda K. Jellis, a/k/a Glenda Jellis, a/k/a Glenda Ridley

whose address is 52 Higby Road, Sheridan, WY 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement  
20 feet in width, being --- feet left, and --- 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, 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 line, and to cut and trim trees and shrubbery located within 5 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.

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

See reverse side of this document for description

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

James L. Jellis  
James L. Jellis

STATE OF Wyoming )  
 ) ss.  
County Of Sheridan )

Glenda K. Jellis  
Glenda K. Jellis, a/k/a Glenda Jellis  
a/k/a Glenda Ridley

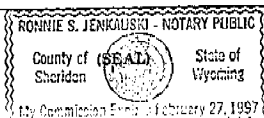
On this 21 day of April, 19 95, before me personally appeared  
James L. Jellis and Glenda K. Jellis

known to me to be the same person 5 described in and who executed the above and foregoing instrument and acknowledged  
(THIS SPACE FOR RECORDING DATA ONLY)

to me that T. H. J. 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, \_\_\_\_\_ County.

State of \_\_\_\_\_



My Commission Expires: \_\_\_\_\_

WOJ10584 TRACT NO. \_\_\_\_\_ L.R.R. No 35937

ECE Sheridan

A twenty (20) foot wide strip of land located adjacent to Higby County Road, Sheridan County, Wyoming, described as follows:

All that part of Block number 30, of Suburban Homes Co. Addition to the City of Sheridan, Sheridan County, Wyoming, described as follows:

Beginning at a point on the east line of said Block, 325 feet northerly from the Southeasterly corner of Lot 11, Block 6, of said addition, thence Northwesterly along the Easterly line of said Block to the Northeasterly corner thereof; thence Westerly along the northerly line of said Block to the Northwesterly corner thereof; thence Southerly along the Westerly boundary line of said Block, 20 feet to a point on the Westerly boundary of said Block; thence South  $53^{\circ}26'$  East a distance of 290 feet to a point; thence Easterly on a straight line to the point of beginning; together with all improvements thereon.

All that portion of Block 30 of the Suburban Homes Company Addition to the City of Sheridan, Wyoming described as follows:

Beginning at a point which is a Wyoming Highway Department right of way marker on the east boundary of said Block 30. Said right of way marker is located  $N 8^{\circ}32' W$  a distance of 25.35' from an iron pin at the northeast corner of Lot 12, Block 6 of said Suburban Homes Company Addition:

thence northerly on said boundary a distance of 200.15 feet to an iron pin;  
thence  $S 81^{\circ}28' W$  a distance of 199.60 feet to an iron pin;  
thence  $S 53^{\circ}26' E$  along Wyoming Highway Department right of way a distance of 282.69 feet to the point of beginning;  
said parcel of land containing 0.46 acres, more or less.

All that portion of that certain tract of land located in Block 30 of Suburban Homes Company Addition to the City of Sheridan, Sheridan County, Wyoming, as described in that certain deed recorded in Book 38 of Deeds at Page 576 of the Sheridan County Records, lying north of the northeasterly right-of-way boundary of Interstate Highway I-90, said northeasterly right-of-way boundary being described as follows:

Beginning at a point on the east boundary of said Block 30 which bears  $N 8^{\circ}32' W$  a distance of 25.35 feet from the northeast corner of Lot 12, Block 6 of said Suburban Homes Company Addition, said point of beginning being monumented by a brass cap set in a concrete post;

thence  $N 53^{\circ}26' W$  a distance of 575 feet, more or less, to a point on the west boundary of said Block 30

Excepting and Excluding therefrom any portion of that certain .46 of an acre tract of land as described in Book 205 of Deeds at Page 427 of the Sheridan County Records.

The parcel of land hereby conveyed contains 0.15 of an acre, more or less.