

EASEMENT.  
ELECTRIC LINE AND CABLE TELEVISION 250

THIS EASEMENT, made this 10 day of May 1996, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota, and SHERIDAN CABLEVISION, A DIVISION OF METROVISION PROPERTIES, INC., 140 East Loucks Street, Sheridan, Wyoming, hereinafter called "COMPANIES," its successors and assigns, and the following named persons, hereinafter, whether singular or plural, called "OWNER," namely:

P. & P. ENTERPRISES, a limited partnership  
P.O. BOX 6006 SHERIDAN, WYOMING 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANIES, its successors and assigns, an easement 14 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, and television cable distribution systems, 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 television cable distributions system, and to cut and trim trees and shrubbery located within 7 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 lines by any other persons, associations or corporations. Said lines 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 television cable distributions system, 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 and television cable distribution system, or COMPANIES' rights hereunder.

Said electric line and television cable distribution system and every part hereof shall be confined to the area granted under this easement, except that the COMPANIES 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.

COMPANIES 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 COMPANIES 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:

A Fourteen (14) foot wide easement strip lying in the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) in Section Ten (10) T-55N., R-84W., of the 6th P.M., and said strip being Fourteen (14) feet to the West side of the following line description;

Beginning at the center of said section Ten (10); thence West a distance of Five and Fifty-six Hundredths (5.56) feet; to the center of Girl School Road a/k/a Big Horn Avenue; thence S01°40'21.5"E., a distance of One Hundred and Nineteen and Seventy-eight Hundredths (119.78) feet; thence West a distance of Forty-nine and Twenty Hundredths (49.20) feet to the true point of beginning; thence N01°40'21.5"W., a distance of Nine Hundred and Forty (940) feet to the point of termination.

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

P. & P. ENTERPRISES

BY: [Signature] TITLE: Manager

ATTEST: [Signature] TITLE: Partner

STATE OF Wyoming

COUNTY OF Sheridan

On this 10th day of May, 1996, before me personally appeared Walter J. Pich & JACK E Pelissier

known to me to be the same person S described in and who executed the above and foregoing instrument and acknowledged to me that they executed the same, (known to me to be the manager and partner 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.)

[Signature]  
Notary Public, Sheridan County,

State of Wyoming

Residing at Sheridan, WY



My Commission Expires: Sept 16, 1998

W.O. 140011 TRACT NO.        L.R.R. NO. 2207

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