

MONTANA-DAKOTA UTILITIES CO. 559
UNDERGROUND EASEMENT

THIS EASEMENT, made this 23rd day of May, A.D., 19 85, between MONTANA-DAKOTA UTILITIES CO., a corporation, 400 North Fourth Street, Bismarck, North Dakota 58501, hereinafter called "COMPANY," its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely:

SCHOOL DISTRICT NO. 2 OF SHERIDAN COUNTY, WYOMING

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 15 feet in width, being 7 1/2 feet left, and 7 1/2 feet right of the center line as laid out and/or surveyed, or as finally installed on the hereinafter described lands, together with the right to construct, operate, maintain, repair, remove and replace a gas pipeline or lines, including necessary pipes, poles, and fixtures, and a buried or semiburied electric distribution system, street lighting system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith through, over, under, and across the following described real estate, situated in the County of Sheridan, State of Wyoming, namely:

The west 15 feet of Tract 2 of School Tracts Plat located in Section 21, T56N, R84W, 6th P.M., Sheridan County, Wyoming. The centerline of the 15 foot strip being described as follows:

Beginning at a T-Bar which is the SE corner of the SW 1/4 NE 1/4, Section 21; thence S 85° 33' 36" W a distance of 808.82 feet to the true point of beginning; thence S 0° 00' 00" W a distance of 677.99 feet to a point on the north line of Hill Pond Drive.

OWNER agrees not to build, create or construct or permit to be built, created, or constructed, any obstruction, building, engineering works or other structures over, under, or that would interfere with said underground lines or COMPANY'S rights hereunder.

OWNER hereby grants to COMPANY, its successors and assigns, the right at all reasonable times to enter upon said premises for the purpose of laying, constructing, maintaining, operating, replacing, repairing or removing said underground lines and for the purpose of doing all necessary work in connection therewith.

COMPANY by the acceptance hereof, hereby agrees that it will pay any and all damages that may result, including crops, fences, buildings and improvements on said premises, caused by constructing, maintaining, repairing, operating, replacing or removing said underground lines. 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.

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

BY:

Margaret A. Wilde
ITS: Board Chairman

STATE OF WYOMING)
) ss.
County of SHERIDAN)

ATTEST:

E. R. Shovlain
ITS: Superintendent

On this 23rd day of May, 19 85, before me personally appeared
Margaret A. Wilde and E. R. Shovlain

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

me that the Y executed the same, (known to me to be the
Board Chairman and Superintendent
respectively, of the corporation that is described in and that
executed the foregoing instrument, and acknowledged to me
that such corporation executed the same).

Caroline Hamilton
Notary Public, SHERIDAN County,
State of WYOMING

My Commission Expires June 23, 1987

W.O. TRACT NO. 559 L.R.A. NO. 23393

