

RECORDED AUGUST 23, 1952, BK 88 PG 472
NO. 342440, B. B. HUME, COUNTY CLERK

AGREEMENT AND RIGHT-OF-WAY

THIS AGREEMENT, made and entered into this day by and between the HOLLY SUGAR CORPORATION, of Colorado Springs, Colorado, Party of the First Part, and the MONTANA-DAKOTA UTILITIES CO., a Delaware Corporation duly authorized to do business in the State of Wyoming, Party of the Second Part;

WITNESSETH: That

WHEREAS, the Party of the First Part is the owner of the following described tract of land situate in the County of Sheridan, State of Wyoming, to-wit:

The East half of the Northeast quarter (E $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{4}$) and the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 29, all in Township 56 North, Range 84 West of the Sixth Principal Meridian,

which tract of land is more particularly described and delineated on the plat thereof attached hereto and marked Exhibit "A" and which tract of land will for brevity be hereinafter termed "said premises"; and

WHEREAS, the Party of the Second Part is the owner and operator of a certain electric light and power distribution system in the County of Sheridan and State of Wyoming and is proposing to extend its said power and light lines from a point on the South right of way line of the Soldier Creek County Road in Sheridan County, Wyoming in a Southwesterly direction to a pump site belonging to the City of Sheridan, Wyoming and situate in the Northeast quarter of the Southeast quarter of Section 29, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming and said Second Party desires to cross the said premises with said power and light line in order to serve the pumps to be installed by the City of Sheridan at said pump site;

NOW, THEREFORE, in consideration of the premises, it is mutually agreed, promised and understood:

I.

In consideration of the Dollar, this day in hand paid by the Party of the Second Part to the Party of the First Part, the receipt thereof is hereby confessed and acknowledged, and of the covenants on the part of the Party of the Second Part hereinafter contained, the Party of the First Part, subject to the terms and conditions hereinafter set forth, does hereby grant to the Party of the Second Part the rights and liberties following, namely:

(a) The right to construct, operate and maintain over and across the premises above described, to-wit:

The East half of the Northeast quarter (E1/4), the Northeast quarter of the Southeast quarter (NE1/4) of Section 29, Township 56 North, Range 71 East of the Sixth Principal Meridian, Sheridan County, Wyoming, and/or

the streets, roads or highways abutting the same, an electric transmission or distribution line or system, including the necessary guy and brace poles, anchors and guy wires, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike wires in falling. Such line or system shall be located as shown on such Exhibit "A".

(b) Liberty from time to time to enter upon said premises, or any part thereof, for the purpose of repairing or renewing the same as occasion may require, doing no unnecessary damage to said premises, and restoring the surface thereof whenever opened up, as soon as may be.

(c) Liberty to enter upon said premises and to remove said light and power line whenever the Party of the Second Part shall determine to abandon the use thereof, or whenever the right to maintain the same upon said premises for any reason shall cease, doing no unnecessary damage to said premises, and restoring the surface thereof whenever opened up, as soon as may be.

To hold and enjoy the said rights and liberties hereby granted unto the Party of the Second Part forever, subject to determination as hereinafter provided.

II.

The Party of the Second Part covenants with the Party of the First Part as follows: namely, -- that Party of the Second Part,

(a) Will do all work and things hereby authorized to be done by it upon or affecting said premises, in a good and workmanlike manner, and so as to cause no unnecessary damage or disturbance to said premises.

(b) Will be responsible for and pay to the Party of the First Part, its tenants, successors and assigns, any damages occasioned to it by Party of the Second Part or its agents in so constructing, repairing, renewing or removing said electric light and power line, or any part thereof, or by reason of any broken wires or poles or that may result from any reason or cause to the Party of the First Part or to said premises in consequence of the granting by the Party of the First Part of said rights and privileges;

(c) Will keep Party of the First Part indemnified against all actions, claims, and demands that may be lawfully brought or made against it by reason of anything done by Party of the Second Part in exercise or purported exercise of the rights and privileges hereby granted;

(d) Will keep the lines and other equipment of the Second Party, which shall be strung or placed on said premises, in good repair and condition;

(e) Will, whenever its right to maintain the said light and power line upon said premises shall cease, within thirty days thereafter, remove said light and power line from said premises, and in such case and also in case it desires to abandon the use of said light and power line and remove the same from said premises, will restore the said premises, or such parts thereof as have been opened, disturbed or damaged by Party of the Second Part, to the same, or as good a state and condition, as they were in immediately before the date of such removal.

III.

Notwithstanding any other provision hereof, Party of the First Part reserves the right to use the premises occupied by the right of way hereby granted for any purpose that does not interfere with Party of the Second Part's use of such premises for the purposes set forth in Section I hereof, such right of Party of the First Part to include, but not be limited to, the right to use such premises for agricultural purposes of any kind.

IV.

If there shall be any breach of any of the covenants on the part of the Party of the Second Part, or the conditions herein contained, then and in any such case, it shall be lawful for the Party of the First Part on thirty days' notice in writing given to the Party of the Second Part, to determine these presents, and thereupon the same shall be determined without prejudice to the remedies of either party in respect of anything done or suffered before said determination, or to any right accruing to either party under the provisions hereof.

V.

Party of the First Part covenants with Party of the Second Part that Party of the Second Part performing and observing the covenants and conditions on its part to be performed and observed may peaceably hold and enjoy the rights and liberties hereby granted without any interruption by the part of the Party of the First Part.

VI.

The mention in this Agreement of either of the parties hereto by name or otherwise, shall be deemed to include its successors and assigns, unless otherwise inconsistent with the terms and provisions hereof.

IN WITNESS WHEREOF, the Holly Sugar Corporation has caused these presents to be executed in duplicate this 4th day of August, A. D. 1952, at Colorado Springs, Colorado; and the Montana-Dakota Utilities Co., a

Delaware Corporation, has caused same to be executed in duplicate this
12th day of August, A. D. 1952, at Minneapolis, Minnesota.

HOLLY SUGAR CORPORATION,

By: Merrill E. Shoup
President

ATTEST:

[Signature]
Secretary

MONTANA DAKOTA UTILITIES CO.,
a Delaware Corporation

By: Cecil W. Smith

[Signature]
Official Capacity

ATTEST:

[Signature]
Secretary

STATE OF COLORADO)
COUNTY OF EL PASO) ss.

On this 4th day of August, 1952, before me appeared
Merrill E. Shoup, to me personally known, who being by me duly sworn,
did say that he is the President of Holly Sugar Corporation, and that the
seal affixed to said instrument is the corporation seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation
by authority of its Board of Directors, and that the said Merrill E. Shoup
acknowledged said instrument to be the free act and deed of said Corporation.

Margaret H. Floyd
Notary Public

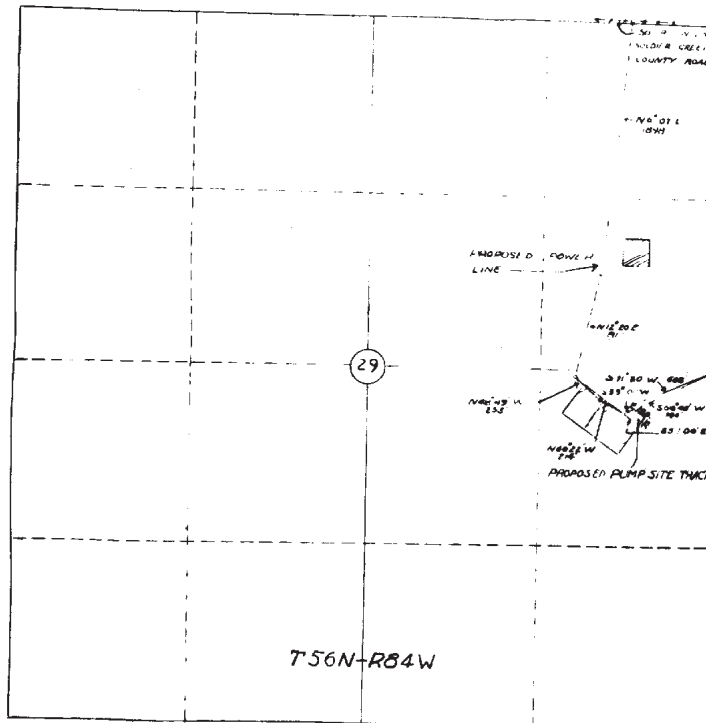
MY COMMISSION EXPIRES MAY 28, 1953

STATE OF Minnesota)
COUNTY OF Hennepin) ss.

On this 12th day of August, 1952, before me appeared
Cecil W. Smith, to me personally known, who being by me duly sworn,
did say that he is the VICE PRESIDENT of Montana- Dakota Utilities Co., and that
the seal affixed to said instrument is the corporation seal of said Corporation,
and that said instrument was signed and sealed in behalf of said Corporation by
authority of its Board of Directors, and that said Cecil W. Smith
acknowledged said instrument to be the free act and deed of said Corporation.

Margaret H. Floyd
Notary Public

My Commission Expires May 28, 1954.



LEGEND:
 Existing Reservoir Tracts

EXHIBIT "A"

DESCRIPTION OF PUMP SITE TRACT

A tract of land, situated in the NE & SE 1/4 of Section 29, T56N-R84W of the 6th Principal Meridian, more particularly described as follows:

Beginning at a point, said point being 577.30' W, 688 feet from the east one-quarter corner of said Section 29, thence S 38° 00' W, 75 feet, to a point on the Northeast line of the present City Water Reservoir tract; thence S 57° 00' E, along the Northeast line of the present City Water Reservoir tract, 150 feet to the East Corner of said tract; thence leaving said tract, N 33° 00' E, 75 feet; thence N 57° 00' W, parallel to the Northeast line of said tract, 150 feet to the point of beginning.

The above described tract of land contains 0.26 of an acre, more or less.

DESCRIPTION FOR POWER LINE R.O.W

A strip of land 40 feet in width, situated in the NE 1/4 and the NW 1/4 SE 1/4 of Section 29, T56N-R84W of the 6th Principal Meridian, being 10 feet on each side of the following described centerline:

Beginning at a point in the NE & SE 1/4 of said Section 29 said point being S 68° 35' W, 113 feet from the East one-quarter corner of said Section 29; thence N 60° 25' W, 216 feet; thence N 68° 49' W, 153 feet; thence N 12° 20' E, 81 feet; thence N 6° 07' E, 1895 feet to a point on the South right-of-way line of the Sutter Creek County Road.

The above described strip of land contains 146 acres, more or less.

PLAT SHOWING
PROPOSED PUMP SITE TRACT
 AND
POWER LINE LOCATION
 AT
NORTH RESERVOIR SYSTEM
CITY OF SHERIDAN, WYOMING
 SHERIDAN COUNTY, WYOMING
 CITY ENGINEER'S OFFICE
 July-1952 Scale 1"=500'