

MONTANA-DAKOTA UTILITIES CO.

ELECTRIC LINE EASEMENT

388

RECORDED MARCH 6, 1984 BK 283 PG 388 NO 895836 MARGARET LEWIS, COUNTY CLERK

THIS EASEMENT, made this 7th day of February, 1984, between MONTANA-DAKOTA UTILITIES CO., 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: ANN M. SPAULDING, a widow

whose address is Route 1, Box 75, Sheridan, Wyo., 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto MONTANA-DAKOTA UTILITIES CO., a corporation, its successors and assigns, an easement 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, 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 35 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, situate in the County of Sheridan, State of WYOMING, namely: Two strips of land located in the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) and the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section One (1), Township Fifty-five (55) North, Range Eighty-four (84) West and also the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Six (6), Township Fifty-five (55) North, Range Eighty-three (83) West, west of west r/w line of Park Street-Prairie Dog County Road, of the 6th P.M. Said two strips of land being more fully described as follows:
STRIP #1: The West 35 feet of the South 2,148 feet of the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of said Section One (1).
STRIP #2: A strip of land 70 feet wide, being 35 feet on each side of the following described centerline; Beginning at a point located on the west line of the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of said Section One (1) a distance of 2,148 feet north of south boundary of said Section One (1), thence N.50°37'E. a distance of 912.3 feet, thence N.78°22'E. a distance of 1,856.1 feet to centerline of Park Street-Prairie Dog County Road.
*Continued on the back of this easement.

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

Ann M. Spaulding

STATE OF WYOMING
County Of Sheridan

On this 7th day of February, 1984, before me personally appeared Ann M. Spaulding

known to me to be the same person described in and who executed the above and foregoing instrument and acknowledged to me that she 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.)

Sharon L. Lausing
Notary Public, Sheridan County,

State of Wyoming

(SEAL)

My Commission expires September 4, 1987

My Commission Expires:

S-S 9a & 8j

W.O. TRACT NO. L.R.R. No. 

*Future maintenance or repair of said electric line, if possible, will be done from Station No. 285+79.3 to Station No. 307+27.3 from the West side of the electric line (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 1-T55N-R84W, and from the existing County Road from Station No. 258+10.9 to the Northerly right-of-way line of U.S. Highway No. 14.