

RECORDED SEPTEMBER 11, 1989 BK 329 PG 595 NO 40823 RONALD L. DAILEY, COUNTY CLERK

2072016-791
(Rev. 5/88)

ELECTRIC LINE EASEMENT

MONTANA-DAKOTA UTILITIES CO.

MONTANA-DAKOTA UTILITIES CO.

THIS EASEMENT made this 27th day of June 19 89 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: Oscar J. Rojo and Sally J. Rojo, husband and wife

whose address is 262 Highway #335, Sheridan, WY 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement 50 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, communication lines, wires, guy wires, supports, anchors, fixtures, and such other structures, installations and facilities used in the construction, reconstruction, operation, increasing the capacity of, maintaining, repairing or removing said electric line, and to cut and trim trees and shrubbery located within 25 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 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: The East 50 feet of that portion of land of the Northwest Quarter of Section 4, Township 54 North, Range 84 West, in and adjacent to the County Road as described in Warranty Deed dated 7/8/83 and recorded 8/17/83 in Book 277, Page 476, Document #880032 in the Sheridan County Clerk and Recording Office, EXCEPT that portion of land described in Exhibit "A" of the Quitclaim Deed dated 9/24/88 and recorded 9/26/88 in Book 322, Page 78, Document #17735 in said Clerk and Recording Office. The East line of said 50 feet wide strip of land begins at a point located on the East line of said NW1/4 of Section 4 a distance of 36 feet South of the Northeast corner of said NW1/4 of Section 4, thence runs South along the said East line of the NW1/4 a distance of 794.59 feet, more or less.

The parties hereto expressly agree COMPANY reserves for future use all, or a portion of, this easement and periods of non-use by COMPANY are not to be construed as an intent to abandon its rights granted herein.

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

STATE OF WYOMING County Of Sheridan)
: ss.)

On this 27th day of June 19 89, before me personally appeared Oscar J. Rojo and Sally J. Rojo, husband and wife

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

(THIS SPACE FOR RECORDING DATA ONLY)

and
respectively of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the

Notary Public. Sheridan County, Wyoming State of



My Commission Expires: 1071-231-14685-231
TRACT NO. SBH-59a L.R.R. No. 33268

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