

MONTANA-DAKOTA UTILITIES CO.  
UNDERGROUND ELECTRIC RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned

Oscar J. Rojo and Sally J. Rojo, husband and wife

262 Highway 335, P. O. Box 443

Big Horn, Wyoming 82833

hereinafter called OWNER (whether one or more), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and warrants to MONTANA-DAKOTA UTILITIES CO., a Division of MDU RESOURCES GROUP, INC., a corporation, of 400 North Fourth Street, Bismarck, North Dakota 58501, COMPANY, and to its successors and assigns, a perpetual right-of-way and easement for the construction, reconstruction, replacement, operation, maintenance, repair and removal of buried or semi-buried electric distribution system, street lighting system or communication system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith, to be located upon, under and within the following real estate in \_\_\_\_\_ County, State of \_\_\_\_\_, namely:

A strip of land situated in the NW $\frac{1}{4}$  of Section 4, Township 54 North, Range 84 West, of the Sixth Principal Meridian, being four feet left and four feet right of the following described centerline;

Beginning at the NW corner of Section 4, thence S. 83° 48' 10" E., a distance of 312.83 feet, to a point; thence N. 0° 03' 30" W., a distance of four feet, to the True Point of Beginning; thence N. 89° 35' 22" E., a distance of 1014.30 feet, to a point on the center-

line of State Highway 335 (FAS 1703)

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, replacing, maintaining, repairing, operating or removing said electric line. OWNER, its successors and assigns, agree 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 lines or COMPANY'S rights hereunder.

The OWNER also hereby grants to COMPANY, its successors and assigns, the right of ingress and egress for the purposes of the easement and right-of-way described herein.

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, the OWNER has signed this grant of easement this 29 day of \_\_\_\_\_, 1993.

*[Signature]*

STATE OF Wyoming

: ss.

County Of Sheridan

On this 13 day of November, 1993, before me personally appeared Oscar J. Rojo and Sally J. Rojo,

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

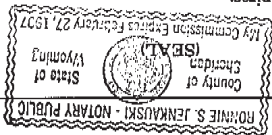
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respectively of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.)

*[Signature]*

Notary Public.

State of \_\_\_\_\_



My Commission Expires:

W.O. 71-06400 TRACT NO. \_\_\_\_\_ L.R.R. No. 34577

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