

2072016-791  
(Rev. 4/85)

MONTANA-DAKOTA UTILITIES CO.  
ELECTRIC LINE EASEMENT  
RECORDED OCTOBER 27, 1987 BK 314 PG 471 NO. 995229 RONALD L. DAILEY, COUNTY CLERK

THIS EASEMENT, made this 23rd day of September 19 87, 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: HENRY T. DIERKS and MARIE E. DIERKS, husband and wife  
JERRY G. DIERKS and JOYCE M. DIERKS, husband and wife

whose address is Miles City, Montana and Thermopolis, Wyoming

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement 16 foot in width, being 8 feet left, and 8 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 8 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 hereto 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:

A strip of land 16 feet wide being 8 feet on each side of a centerline in the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Nineteen (19), Township 57 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; said centerline described as follows: Beginning at a point, said point being N83°00'26"E, 1961.60 feet from the west quarter corner of said Section 19; thence N02°07'58"W, 611.82 feet to a point; thence N11°06'44"E, 79.71 feet to a point on the centerline of Tongue River and the north line of a tract of land described in Book 255 of Deeds, Page 250, said point being N11°48'32"W, 3636.20 feet from the south quarter corner of said Section 19.

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 23rd day of September 19 87, before me personally appeared  
HENRY T. DIERKS  
JERRY G. DIERKS

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

Notary Public, Charles H. Wells County, Sheridan

State of Wyoming

My Commission Expires: July 9, 1990

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

STATE OF Montana )

County Of Custer )

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On this 25th day of September 19 87, before me personally appeared  
Marie E. Dierks

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 the that executed the  
foregoing instrument, and acknowledged to me that such corporation  
executed the same.)

Barbara J. Dierks

Notary Public, Dariusson County,

State of Montana

(SEAL)

My Commission Expires: September 28, 1988

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

STATE OF Wyoming )

County Of Hot Springs )

On this 6th day of October 19 87, before me personally appeared  
Joyce M. Dierks

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 the that executed the  
foregoing instrument, and acknowledged to me that such corporation  
executed the same.)

Patricia S. Dierks

Notary Public, Hot Springs County,

State of Wyoming

(SEAL)

My Commission Expires: April 13, 1990

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