RECORDED SEPTEMBER 25, 1989 BK 330 PG 151 NO 41950 RONALD L. DAILEY, COUNTY CLERK MONTANA-DAKOTA UTILITIES CO. 20720(6-79) (Rev. 5/88) ELECTRIC LINE EASEMENT THIS EASEMENT, made this _ 27th MONTANA-DAKOTA UTILITIES CO. A DIVISION OF MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Blamarck. day of June North Dakota, hereinafter called "COMPANY," its successors and assigns, and the following-named persons, hereinafter, whether singular or plural, called "OWNER," namely, Jared K. Johns, Mary H. Johns, Janiyn Johns Adler and Jerilea Johns Phillips, Trustees of the Jared K. Johns Trust Jared K. Johns, Mary H. Johns, Mary H. Johns, Janiyn Johns Adler and Jerilea Johns Phillips, Turstees of the Mary H. Johns Trust Whose address is 164 Upper Road, Sheridan, WY 82801 WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement 6 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, communications lines, 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 _______ 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 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, increasing the capacity of, maintaining, converting to underground. repairing or removing said electric line and 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 essigns, 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. 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 begin described lands are in the State of North Debate, this caregory is limited the a term of 00 mans. 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 The North 6 feet of the East 70 feet of the Northeast Quarter of the Northeast Quarter (NE4NE4) of Section 29, Township 55 North, Range 84 West. 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 Trustee of the Mary M. Johns Trust STATE OF _ WYOMING 1.59 County Of Sheridan 27th On this Jared K. Johns, Trustee of the Jared K. Johns Trust and Mary H. Johns, Trustee of the Mary H. Johns Trust _89 , before me personally appeared known to me to be the same person_S_ described in and who executed the above and foregoing instrument and acknowledged ITHIS SPACE FOR RECORDING DATA ONLY! to me that they 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 toe same.

Notary Public.
State of _____

My Commission Expires:

County of Sheriden SE

1071-231-14685-231 WO._____ TRACT NO. SBH-S7a LR.R. No. 1230_

My Commission Expi

State