

2073012-711
(Rev. 1/88)

MONTANA-DAKOTA UTILITIES CO.
ELECTRIC LINE EASEMENT

RECORDED MARCH 21, 1994 BK 364 PG 567 NO 163326 RONALD L. DAILEY, COUNTY CLERK

THIS EASEMENT, made this 19 day of October, 1993, between MONTANA-DAKOTA UTILITIES CO., a Division of MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota 58501, hereinafter called "COMPANY," its successors and assigns, and the following-named persons, herein, whether singular or plural, called "OWNER," namely:
Ruth Holbert (Gonder)

whose address is P.O. Box 95 Hardin, MT 59034

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 30 feet in width, as laid out and/or surveyed with the right to construct, reconstruct, increase the capacity of, operate, maintain, repair, replace, and remove two electric lines including necessary poles, communications lines, wires, and fixtures, through, over, under and across the real estate hereinafter described and in or upon all streets, roads, or highways abutting said lands, and to cut and trim trees and shrubbery located within 10 feet of the center line of each line, or where they may interfere with or threaten to endanger the operation or maintenance of said lines, and to license, permit or otherwise agree to the joint use or occupancy of the lines by any other persons, associations or corporations. Said lines may be constructed either overhead, as described above, or underground, or the said lines if constructed overhead, may be converted from overhead to underground lines 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, operating, repairing, replacing or removing said electric lines 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 lines or COMPANY'S rights hereunder.

Said electric lines 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 lines.

COMPANY, by the acceptance hereof, 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 lines. 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:

A strip of land (30) feet in width, said strip being the North (30) feet of the East half (E. 1/2) of Section 8; Township 55 North, Range 84 West of the 6th Principal Meridian.

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

Ruth Holbert

STATE OF Wyoming)
) ss.
County Of Sheridan)

On this 19 day of October, 1993, before me personally appeared
Ruth Holbert

known to me to be the same person described in and who executed the above and foregoing instrument and acknowledged
(THIS SPACE FOR RECORDING DATA ONLY)

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, _____ County,

State of _____



My Commission Expires: _____

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WD 231

TRACT NO. _____

L.R.R. No 34587

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