RECORDED SEPTEMBER 8, 1988 BK 321 PG 502 NO. 16600 RONALD L. DAILEY, COUNTY CLERK MONTANA-DAKOTA UTILITIES CO. 502 20720(6-79) (Rev. 5/88) ELECTRIC LINE EASEMENT August THIS EASEMENT, made this . 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: Hurst Family Trust and L. E. Green, Jr., a/k/a L. E. Green and D. E. Green, his wife whose address is Hurst - 2412 Harrison, Coeur D'alene, Idaho 83814 whose address is Hurst - 2412 Harrison, Coour D*aleng, Idaho 83814

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easument 35 feet in width, being 17.5 feet left, and 17.5 feet right of the center time, as leid out andby surveyed with the right to construct, reconstruct, increase the expacity of, operate, maintain, repair and remove 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 17.5 feet of the center line of said line or where they may interfere with or threeten 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 overheed 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 necessarys work in connection therewith.

OWNER, tes successors and assigns, agrees not to build, create or , anstruct or permit to be built, created, or constructed any obstruction. for the purpose of doing all necessary work in connection therewith.

OWNER, its successors and assigns, agrees not to build, create or partition be built, created, or constructed any obstruction,

OWNER, its successors and assigns, agrees not to build, create or partition of land herein described or that would interfere with said electric building, engineering works or other structures upon, over, or under the strip of land herein described or that would interfere with said electric building, engineering works or other structures upon, over, or under the strip of land herein described or that would interfere with said electric building, engineering works or other structures upon, over, or under the strip of land herein described or that would interfere with said electric building, engineering works for the strip of land herein described or that would interfere with said electric building, engineering works or other structures upon, over, or under the strip of land herein described or that would interfere with said electric building, engineering works or other structures upon, over, or under the strip of land herein described or that would interfere with said electric building, engineering works or other structures upon, over, or under the strip of land herein described or that would interfere with said electric building, engineering works or other structures upon, over, or under the strip of land herein described or that would interfere with said electric building. 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 it not mutually agreed upon, may be determined by three disinterested persons, one to be selected by COMPANY and electric line. The damages it not mutually agreed upon, may be determined by three disinterested persons, one to be selected by COMPANY and electric line. The damages it not mutually agreed upon, may be determined by three disinterested persons, one to be selected by COMPANY and one by OWNER; those 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 _Wyoming A tract or strip of land situated in Lots Two (2) and Three (3) of Country Club Estates, a subdivision of a part of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter (NE½NE½NW½) of Section 28, Township 56 North, Range 84 West of the Sixth Principal Meridian. Said strip of land being 35 feet wide, 17.5 feet on each side of the following described centerline: Commencing at a point located on the East Line of said Lot 2 and said point being 76.8 feet South of the North Quarter corner of said Section 28, thence N.88°33'W. to a point located 531.4 feet West of the North-South Quarter Line of said Section 28, thence N.88°45'W. a distance of 2.59 feet to a point on the West Line of said Lot 3. a distance of 2.59 feet to a point on the West Line of said Lot 3. IN WITNESS WHEREOP, OWNER has executed this easement as of the day afdersa STATE OF North Dakota County Of _ me-personally appeared Anongr On this E. Green and D. E. Green. his wife L. E. Green, a/k/a E. Green, Jr. known to me to be the same person_S_ described in and who executed the above and foregoing instrument and acknowledged to me that _____ the.y_ executed the same, (known to me to be the ITHIS SPACE FOR RECORDING DATA ONLY) CH of Board respectively of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed MATILDA PETERS
NOTARY Public, STATE OF NOBRU DAKOTA
NOTARY Public, STATE OF NOBRU DAKOTA State of (SEAL) My Commission Expires: 1071-231-14215-883 W.O. _____ TRACT NO. _ LRR. No.

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