

20730(2-7)  
(Rev. 1/88)

MONTANA-DAKOTA UTILITIES CO.

ELECTRIC LINE EASEMENT

RECORDED JANUARY 31, 1994 BK 364 PG 33 NO 159635 RONALD L. DAILEY, COUNTY CLERK

THIS EASEMENT, made this 12 day of November, 19 93, 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:  
Sarah Paine Forbes, a widow

whose address is 37 Beckton Drive, Sheridan, WY 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 40 feet in width, one as laid out and/or WCF

surveyed with the right to construct, reconstruct, increase the capacity of, operate, maintain, repair, replace, and remove one 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 X that would interfere with said electric line or lines or COMPANY'S rights hereunder. WCF

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:

\* NOTE: This Easement is for ONE 7200V single phase overhead line only. WCF

A tract of land forty (40) feet wide and seventy (70) feet long lying in the Northeast corner of the NE1/4NW1/4 of section 8, Township 55 North, Range 84 West, 6th P.M., Sheridan County Wyoming; said strip being more particularly described as follows:

Commencing at the Northeast corner of the NE1/4NW1/4 of said section 8; Thence West 70 feet along the North section line to a point; thence South 40 feet along a line parallel to the East section line of said section 8 to a point; Thence East 70 feet along a line parallel to the north section line of said section 8 to a point; thence North 40 feet along the East section line to the POINT OF BEGINNING.

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

Sarah Paine Forbes  
by W. Cameron Forbes (Attorney-in-fact)

STATE OF Wyoming,  
County Of Sheridan : ss.

On this 12 day of November, 19 93, before me personally appeared Cameron Forbes

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

(THIS SPACE FOR RECORDING DATA ONLY)

Notary Public, Sheridan County,

State of Wyoming  
County of Sheridan  
My Commission Expires February 27, 1997

My Commission Expires: \_\_\_\_\_  
W.O. Auth 3783 TRACT NO. \_\_\_\_\_ L.R.R. No. 35105

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