

J172016-791  
(Rev 5/88)MONTANA-DAKOTA UTILITIES CO.  
ELECTRIC LINE EASEMENT

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THIS EASEMENT made this 27<sup>th</sup> day of June, 1997 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: Allen W. Alderson and Mary Brooks Alderson

whose address is 28 Drift Lane Big Horn, WY 82833

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement  
50 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 10 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 herein 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, situated in the County of Sheridan  
State of Wyoming, namely:

An easement strip located in Lot 4 (NW1/4NW1/4) of Section four (4) all in T-54N., R-84W., of  
the 6th P.M., Sheridan County, Wyoming. Said easement strip being more particularly described as  
follows:

The East 50 feet of the North 36 feet of said Lot 4 of Section 4. This strip is also described as  
the East 50 feet of a 36 foot strip of land called out in the warranty deed recorded in Book 331 Page 227  
Document 45112 in the Sheridan county court house, Whose East line ends on the centerline of State  
Highway No. 1703 (aka. Hwy 335).

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

Allen W. Alderson  
Allen W. Alderson

Mary Brooks Alderson  
Mary Brooks Alderson

STATE OF Wyoming

County Of Sheridan

On this 27<sup>th</sup> day of June, 1997, before me personally appeared  
Allen W. & Mary Brooks Alderson

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 Judy Artist Sheridan County.

State of Wyoming



My Commission Expires: 2/27/01

W.O. 75062 TRACT NO.        L.R.R. No. 35413

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