

MONTANA-DAKOTA UTILITIES CO.
ELECTRIC LINE EASEMENT 566

THIS EASEMENT, made this 22nd day of June, 1994, 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: Robert C. Zuercher & Carol J. Zuercher, H&W

whose address is Star Route 5, Box 313A, Rye, Colorado 81069

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement 30 feet in width, being 15 feet left, and 15 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 15 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:

A strip of land lying in the Northeast Quarter Northeast Quarter (NE1/4NE1/4) and the North One Third of the South Half of the Northeast Quarter (N1/3S1/2NE1/4) of Section Ten (10), Township Fifty Four (54) North, Range Eight Four (84) West of the 6th P.M. Said strip being thirty (30) feet wide and lying fifteen (15) feet on either side of the following described centerline: Beginning at the Northeast Quarter (NE1/4) of said Section Ten (10); thence S 79°38'18"W a distance of 592.11 feet; The True Point of Beginning; thence S 02°48'57"W a distance of 1670.33 feet.

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

X Robert C. Zuercher
Robert C. Zuercher
X Carol J. Zuercher
Carol J. Zuercher

STATE OF Colorado)
County Of Pueblo) ss.

On this 22nd day of June, 1994, before me personally appeared Robert C. Zuercher and Carol J. Zuercher.

known to me to be the same persons described in and who executed the above and foregoing instrument and acknowledged

(THIS SPACE FOR RECORDING DATA ONLY)

to me that They executed the same, (known to me to be the Owner and Owner respectively of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.)

Sandra Stora

Notary Public, Pueblo County,

State of Colorado

My Commission Expires: August 1, 1995
1071-115-16439-231
W.O. _____ TRACT NO. _____ L.R.R. No. 35277

EFE WY 016/