

RECORDED FEBRUARY 9, 1990 BK 332 PG 651 NO 49822 RONALD L. DAILEY, COUNTY CLERK
20720(6-79)
(Rev. 5/88)
MONTANA-DAKOTA UTILITIES CO.
ELECTRIC LINE EASEMENT

THIS EASEMENT made this 19th day of July, 1989, 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: Maurice E. Harbel and Clara M. Harbel, husband and wife

whose address is 229 Upper Road, Sheridan, WY 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement
20 feet in width, being 20 feet left, and 20 feet right of the center line, as laid out and/or surveyed with the right
to construct, reconstruct, ~~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, ~~maintaining, repairing, or removing~~ 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 easement shall not be construed to include the right to use or occupy any land or premises owned by the OWNER, or any part thereof, for the purpose of constructing, reconstructing, maintaining, repairing, or removing said electric line, or for the purpose of doing all necessary work in connection therewith.~~

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, ~~maintaining, repairing, or removing~~ said electric 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 easement shall not be construed to include the right to use or occupy any land or premises owned by the OWNER, or any part thereof, for the purpose of constructing, reconstructing, maintaining, repairing, or removing said electric line, or 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, ~~maintaining, repairing, or removing~~ said electric 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 easement shall not be construed to include the right to use or occupy any land or premises owned by the OWNER, or any part thereof, for the purpose of constructing, reconstructing, maintaining, repairing, or removing said electric line, or for the purpose of doing all necessary work in connection therewith.~~

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:

The west 20 feet of the following described tract of land located in the West Half (W $\frac{1}{2}$) of
Section 21, Township 55 North, Range 84 West: Beginning at a point which bears N.89°38'E. a distance of 2,625' from the Northwest corner
of said Section 21; thence N.89°38'E. a distance of 1,271 feet; thence S.0°06'W. a distance
of 630 feet; thence S.89°38'W. a distance of 1,289 feet to a point on the Easterly right of
way line of the County Road; thence N.2°32'E. along said right of way line a distance of
630 feet to the Point of Beginning. Poles will be installed within 3 feet of existing
north-south fences. There will be no more than 2 anchors installed on these lands. This
electric line will be limited to no greater than a 46 kv capacity line.

The parties hereto expressly agree Company reserves for future use all, or a portion of,
this easement and periods of non-use by Company are not to be construed as an intent to
abandon its rights granted herein.

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

Maurice E. Harbel
Clara M. Harbel

STATE OF Wyoming
County Of Sheridan

On this 19th day of July, 1989, before me personally appeared
Maurice E. Harbel and Clara M. Harbel, husband and wife

known to me to be the same person S 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.)

Wayne S. Blank

Notary Public, _____ County,

State of _____

(SEAL)

My Commission Expires:

1071-231-14685-231

W.O. _____ TRACT NO. SBH-S5b L.R.R. No. 33279