. RECORDED OCTOBER 4, 1993 BK 361 PG 355 NO 150446 RONALD L. DAILEY, COUNTY CLERK MONTANA-DAKOTA UTILITIES CO. 20720(6-79) ELECTRIC LINE EASEMENT (Rev. 5/88) May 19<u>93</u> between 7th day of _ 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, Lane A. Vanderhoef and Rae L. Vanderhoef, husband & wife called "OWNER," namely: Var : WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement WIGHTS — feet in width, being — feet left and teet in width, being reet lett, and reet lett, and reet right of the center line, as said out and surveyed with the right to construct, 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 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 Wyoming . namely: The South 15 feet of the North 41 feet of the West 5.32 feet; the South 15 feet of the North 36 feet of the East 47 feet of the West 52.32 feet; the South 15 feet of the North 26 feet from a point 52 feet, more or less, East of the West line of Tract 11 of Marshall Subdivision to the point of intersection with the East line of said Tract 11, all the above described strips being located in said Tract 11 of Marshall Subdivision of the City of Sheridan. Also, the North 26 feet of Tract 12 and the North 15 feet of Tract 13, also being in Marshall Subdivision of the City of Sheridan. IN WITNESS WHEREOF, OWNER has executed this easement as of the day and year STATE OF WYOMING County Of Sheridan 19 33 , before me personally appeared ma day of VIVA 19 15 Lane A. Vanderhoef and Rae L. Vanderhoef, husband & wife day of On this 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) 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. County Notary Public RONNIE S. JENKAUSKI - NOTARY PUBLIC. State of County of State of Sheridan Wyoming (SEAT) My Commission Expires Febr My Commission Expires: . ___ L.R.R. No. 34547

W.O. 16153 TRACT NO. ____

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