RECORDED OCTOBER 30, 1995 BK 376 PG 287 NO 211789 RONALD L. DAILEY, COUNTY CLERK MONTANA-DAKOTA UTILITIES CO. 20720(8-78) (Rev. 5/88) ELECTRIC LINE EASEMENT 28th 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 easigns, and the following-named persons, hereinafter, whether singular or plural, called "OWNER," namely: Terrie Ann Will, a single person Buffalo, Wyoming 82834 whose address is_ WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an ear 20 feet in width, being 10 feet left, and 10 feet right of the center line, as laid out amour surveyor with the construction of the center line, as laid out amour surveyor with the construction of the center line, consisting of pole structures supporting one or more electric power circuits, together with crossarms, cables, communications lines, wires, gays, supports, anchors, fixtures, and such other structures, installations and facilities used in the construction, recentration, operation, increasing the capacity of, maintenance, repair and removal structures, installations and facilities used in the construction, recentration, operation, increasing the capacity of, maintenance, repair and removal structures, the construction of the co of said electric line, and to cut and trim trees and shrubbery located within 5 est 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 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 or 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 resconshis 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. 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 CAMPAN I mercy agrees must will pay any and an damages that may result to the crops, truncing, and improvements on said primities caused by constructing, reconstructing, increasing the capacity of, maintaining, repairing, converting to underground, operating or removing said calcutric line. The damages, if not mutually agreed upon, may be determined by three distinterested 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 exception large of that state. This easyment is appurtement to the following described real estate, situated in the County of Sheridan State of WYOMING, namely: A strip of land located in a tract of the Northwest Quarter of the Southwest Quarter (NW\SW\str) of Section Twenty-seven, T-54N., R-83W., of the 6th P.M., Sheridan County, Wyoming and said tract is more particularly described in Book 356 of Deeds, Page 650 in the Sheridan County Recorder Office. Said Strip of land being Twenty (20) foot wide with Ten (10) feet on either side of the following center line description: Beginning at the Southwest corner of the Southeast Quarter (SE%) of Section Twenty-eight (28) T-54N., R-83W. of the 6th P.M., thence N 69°19'59" E, Three Thousand Nine Hundred Seventy-nine and Thirty-eight Hundredths (3979.38) feet to the true point of beginning, thence S 84°12'44" E, One Hundred Seventy-six and Fifteen Hundredths (176.15) feet to the point of the second (176.15) feet to the point of termination. IN WITNESS WHEREOF, OWNER has executed this easement as of the day and year first above written. Wyoming STATE OF. Sheridan County Of 19 95 . before me personally appeared 28 On this _ Aww described in and who executed the above and foregoing instrument and acknowledged to me that 5 he executed the same, (known to me to be the known to me to be the same person. _ executed the same, (known to me to be the (THIS SPACE FOR RECORDING DATA ONLY) respectively of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same) Sheridan Notary Public, Wyoming ROGNIE S. JENXAUSKI - NOTARY PUBLIC County of State of

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Wa <u>110009</u> TRACT NO.____

My Commission Expires February 27, 1997

LRR No. 359/8