

RECORDED FEBRUARY 3, 1988 BK 316 PG 465 NO. 1093 RONALD L. DAILEY, COUNTY CLERK
20720(8-79)
(Rev. 4/83)
MONTANA-DAKOTA UTILITIES CO.
ELECTRIC LINE EASEMENT

THIS EASEMENT, made this 18th day of December, 19 87, 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:
DONALD H. ROBERTS and ERMAL M. ROBERTS, his wife

whose address is 782 Soldier Creek Road, Sheridan, Wyoming 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement 35 & 50 feet in width, being foot left, and foot 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, 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 25 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. Except for existing buildings.

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 distances 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, situate in the County of SHERIDAN State of WYOMING, namely:

A tract or strip of land of variable widths located on the following described lands: The West Five (5) acres of the Northeast Quarter of the Northwest (NE1/4NW1/4), the West Half of the Northwest Quarter (W1/2NW1/4) of Section Twenty-eight (28), the Southwest Quarter of the Southwest Quarter (SW1/4SW1/4) of Section Twenty-one (21), the North Half (N1/2) of Section Twenty-nine (29), the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section Nineteen (19), the Northeast Quarter NE1/4, part of the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4), the East Half of the Southwest Quarter (E1/2SW1/4) of Section Thirty (30), the Northwest Quarter (NW1/4) and part of the Southwest Quarter (SW1/4) of Section Thirty-one (31); all in Township Fifty-six (56) North, Range Eighty-four (84) West of the Sixth Principal Meridian.

Centerline of said strip of land is described on the Attached Exhibit "A", incorporated herein and made a part hereof.

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

Donald H. Roberts
Ermal M. Roberts

STATE OF WYOMING)

: ss.

County Of SHERIDAN)

On this 18th day of December, 19 87, before me personally appeared Donald H. Roberts and Ermal M. Roberts, his wife

known to me to be the same person S described in and who executed the above and foregoing instrument and acknowledged 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, _____ County, _____

State of _____

(SEAL) _____ State of Wyoming

My Commission Expires: _____

1071-231-14215-883 S-S 1b, 2e, 3, 5, 6.5 W.O. _____ TRACT NO. 68, 78 L.H.R. No. 20818

EXHIBIT "A"

A strip of land Thirty-five (35) feet wide, 17 and 1/2 feet on each side of the following described centerline:

Commencing at a point on the East Line of the West five (5) acres of the NE1/4NW1/4 of said Section (28), said point being located S86°14'W. a distance of 1179.8 feet from the North 1/4 Corner of said Section 28 and the True Point of Beginning, thence S88°45'W. a distance of 480.43 feet, thence S82°34'W. a distance of 258.34 feet, thence S88°44'W. a distance of 1412.70 feet, thence N89°14'W. a distance of 3134.76 feet, thence N79°43'W. a distance of 549.47 feet, thence N89°45'W. a distance of 1256.53 feet, thence S80°59'W. a distance of 259.77 feet, width of easement strip increases to Fifty (50) feet wide, 25 feet on each side of the following described line: from last described course, thence S26°38'W. a distance of 2904.44 feet to a point on the East-west 1/4 line of said Section 30 where the centerline description leaves owners property, thence continuing S26°38'W. a distance of 375.7 feet to a point where the centerline description re-enters owners property, thence continuing S26°38'W. a distance of 533.39 feet, thence S43°19'W. a distance of 227.71 feet to a point where the centerline description leaves owners property, thence continuing S43°19'W. a distance of 505.61 feet to a point on the North-south 1/4 line of said Section 30 and re-enters owners property, thence continuing S43°19'W. a distance of 330.96 feet, thence S24°42'W. a distance of 2746.04 feet, thence South 0°05'E. a distance of 2172.98 feet, thence S34°50'E. a distance of 1223.90 feet, thence S28°33'W. a distance of 392.27 feet to a point on the Northerly right-of-way line of Big Goose Highway now known as Wyoming State Highway No. 331 as it now exists in said Section 31. All of the above and foregoing described centerline is in Township Fifty-six (56) North, Range Eighty-four (84) West of the Sixth Principal Meridian.

COMPANY agrees to relocate tangent structures along existing centerline in the Southwest Quarter (SW1/4) of Section 31-T56N-R84W, one time, at its sole expense, to a mutually agreeable site provided by OWNER in the event said structures interfere with development of the property or the removal of gravel for sale therefrom; this clause does not apply to any angle structures. In the event OWNER proceeds to remove gravel for sale adjacent to any angle structure as part of a general mining operation on the said property, COMPANY will purchase the gravel, at current market price of the gravel that otherwise be removable, that can not be removed around said angle structure so as to continue the angle structure thereon.

COMPANY agrees to relocate transmission electric line being located in the Southwest Quarter (SW1/4) of Section 31-T56N-R84W, one time, at its sole expense, to a mutually agreeable site provided by OWNER in the event said electric line interferes with the irrigation of said property. After actual irrigation of said property has started, the OWNER should notify the COMPANY and a time period of 6 months shall be allowed for COMPANY to relocate said electric facilities.