

RECORDED APRIL 23, 1985 BK 292 PG 618 NO. 928183 MARGARET LEWIS, COUNTY CLERK

THIS EASEMENT, made this 7th day of February, 1985, between MONTANA-DAKOTA UTILITIES CO., a corporation, 400 North 4th Street, Bismarck, North Dakota, hereinafter called "COMPANY," its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely: JEAN MARGARET PORCHESTER, a/k/a JEAN M. PORCHESTER, a married woman dealing with her sole and separate property, of Burghclere Newbury, Berkshire, England, & CAROLYN W. GUTHRIE, formerly Carolyn W. Alderson, a/k/a Carolyn W. Alderson, a married woman dealing with her sole and separate property, of Missoula, Mt. whose address is _____

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement XX feet in width, being XX feet left, and XX 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, replace, and remove two electric lines, one overhead and one underground, including necessary poles, wires, pedestals and fixtures, through, over, under and across the real estate hereinafter described and in or upon all streets, roads or highways abutting said lands, and to cut and trim trees and shrubbery located within 10 feet of the center line of each line, or where they may interfere with or threaten to endanger the operation or maintenance of said lines, and to license, permit or otherwise agree to the joint use or occupancy of the lines by any other person, association or corporation.

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, operating, repairing, replacing or removing said electric lines 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 lines or COMPANY'S rights hereunder.

Said electric lines 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 where necessary to support said electric lines.

COMPANY by the acceptance hereof, 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, operating or removing said electric lines. 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.

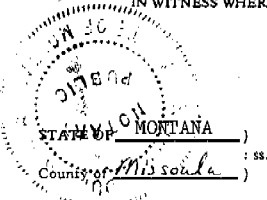
This easement is appurtenant to the following described real estate, situate in the County of SHERIDAN State of WYOMING, namely: Part of the West Half (W $\frac{1}{2}$) of Section Thirty (30), Township Fifty-four (54) North, Range Eighty-four (84) West of the 6th Principal Meridian, the plat and centerlines of which is described on Exhibit "A", attached hereto and made a part hereof.

COMPANY hereby agrees not do any work on the premises when the land is wet, excepting for emergency repairs and maintenance.

COMPANY hereby agrees to bury the underground electric line at least 36 inches below the surface, except where rock conditions prohibit such depth.

THIS easement is to correct the centerline description on that certain electric line easement dated 11/7/1983, recorded in Book 283 on Page 137 as Document No. 894707. All terms and conditions remain in full force in that easement dated 11/7/1983.

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



Carolyn W. Guthrie
Jean M. Porchester

On this 7th day of February, 1985, before me personally appeared Carolyn W. Guthrie, formerly Carolyn W. Alderson, a/k/a Carolyn Walker Alderson, a married woman.

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

me that S 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, Missoula
Ruth Ann Depew County,
State of Montana

(SEAL)

My Commission Expires: 1-31-88

1071-231-13190-231

W.O. _____ TRACT NO. IG-S3b L.R.R. NO. _____

NEWBURY
BERKSHIRE
ENGLAND

ss.

On this 13th day of March, 1985, before me personally appeared
JEAN MARGARET PORCHESTER, also known as JEAN M. PORCHESTER, a married woman

known to me to be the same person described in and who executed the above and
foregoing instrument and acknowledged to me that she executed the same.



Notary Public 34, London Road,
Newbury Berkshire England

(S E A L)

My Commission ~~Expires~~ endures for so long
as I shall practice.

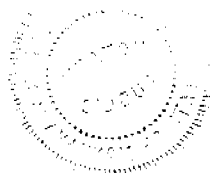
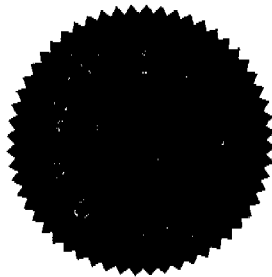


EXHIBIT "A"

A 16 foot wide easement located in the $S\frac{1}{2}SW\frac{1}{4}$ of Section 30, Township 54 North, Range 84 West, 6th Principal Meridian, Sheridan County, Wyoming, having a centerline described as follows:

Beginning at a point located S $35^{\circ}28'E$, 2809.5 feet from an aluminum cap at the northwest corner of said Section 30; thence S $73^{\circ}33'W$, 487.7 feet to a point located S $25^{\circ}36'E$, 2690.4 feet from the northwest corner of said Section 30; thence S $68^{\circ}31'W$, 15.5 feet to the point of ending, said point of ending being located S $25^{\circ}16'E$, 2689.3 feet from an aluminum cap at the northwest corner of said Section 30;

AND,

Beginning at a point located S $25^{\circ}36'E$, 2690.4 feet from an aluminum cap at the northwest corner of said Section 30; thence S $07^{\circ}31'W$, 245.8 feet; thence S $34^{\circ}47'W$, 144.5 feet to the point of ending, said point of ending being located S $20^{\circ}35'E$, 2979.1 feet from an aluminum cap at the northwest corner of said Section 30.

AND,

OVERHEAD ROUTE:

A 16 foot wide easement located in the $SW\frac{1}{4}NW\frac{1}{4}$ of Section 30, Township 54 North, Range 84 West of the 6th Principal Meridian, Sheridan County, Wyoming, having a centerline described as follows:

Beginning at a point located S $25^{\circ}16'E$, 2689.3 feet from an aluminum cap at the northwest corner of said Section 30; thence S $85^{\circ}01'W$, 375.1 feet to the point of ending, said point of ending being located S $17^{\circ}26'E$, 2583.3 feet from an aluminum cap at the northwest corner of said Section 30.

