

MONTANA-DAKOTA UTILITIES CO.
ELECTRIC LINE EASEMENT

THIS EASEMENT, made this 18th day of October, 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: Charles E. Pollard, Jr. & Julie Kane Pollard, husband & wife

whose address is 1005 Beaver Creek Road, Sheridan, WY 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement 30 feet in width, being 15 feet left, and 15 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 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 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, situate in the County of Sheridan State of Wyoming, namely:

A strip of land 30 feet wide being 15 feet on either side of a centerline situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5, Township 54 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said centerline described as follows:

Beginning at a point on the east line of Lot 1 of the Hillsboro Subdivision to Sheridan County, said point being N78°16'47"E, 202.99 feet from the west quarter corner of said Section 5; thence N88°38'50"W, 165.27 feet along said centerline to a point on the proposed north right of way line of the Beaver Creek County Road; thence S89°35'23"W, 33.36 feet along said centerline and proposed north right of way line to the west line of said Lot 1 of the Hillsboro Subdivision to Sheridan County, said point being N0°13'25"E, 44.90 feet from said west quarter corner of Section 5.

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

STATE OF Wyoming)
) ss.
County Of Sheridan)

Julie Kane Pollard
Charles E. Pollard, Jr.

On this 18th day of October, 1989, before me personally appeared Charles E. Pollard, Jr. & Julie Kane Pollard, husband & 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 the 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.)

Ronnie S. Jernakowski
Notary Public, Sheridan County, Wyoming State of
My Commission Expires February 27, 1993

(SEAL)

My Commission Expires: 1071-231-15022-231
W.O. TRACT NORH-S4j L.R.R. No. 33293