RECORDED OCTOBER 4, 1993 BK 361 PG 354 NO 150444 RONALD L. DAILEY, COUNTY CLERK MONTANA-DAKOTA UTILITIES CO. 20720(6-79) 354 ELECTRIC LINE EASEMENT 17th day of \_ Mav THIS EASEMENT, made this \_ \_, 19<u>93</u> 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: C. G. Land Company, a Wyoming General Partnership 2220 Coffeen Avenue Sheridan, WY 82801 WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement \_\_\_\_ feet left, and \_\_\_\_ feet right of the center line, as laid out and/or surveyed with the right \_ feet in width, being \_\_\_ to construct, reconstruct, increase the capacity of, operate, maintain, repair and remove one electric line, consisting of pole atructures supporting one or more electric power circuits, together with crossarms, cables, communications lines, wires, guys, supports, anchors, fixtures, and such other of said electric line, and to cut and trim trees and thrubbery located within \_\_\_\_ 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 precaused by constructing, reconstructing, increasing the capacity of, maintaining, repairing, converting to underground, operating or removing said caused by constructing, reconstructing, increasing the capacity or, maintaining, repairing, converting to underground, operating or removing saturally 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 State of \_\_\_\_Wyoming\_ The North 17 feet of Tracts 10 and 11 and also the North 17 feet of the North !alf of Tract 12, all being located in Brundage Place, a Subdivision in Sheridan County, less strips of land dedicated for highway purposes. IN WITNESS WHEREOF, OWNER has executed this easement as of the day and year first above written. :C. G. LAND COMPANY. A NYOMING GENERAL PARTNERSHIP: arl A. Geertz STATE OF WYOMING Betty L. Geertz County Of Sheridan <u> 17th</u> May 19 <u>93</u> On this day of , before me personally appeared Geertz and Betty L. Geertz, husband and wife <u>Carl E</u> known to me to be the same person S described in and who executed the above and foregoing instrument and acknowledged to me that <u>they</u> 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

TATE OF WYOMING

| Sheridan | Sheridan | Sheridan | Way | 19 93 | Shefore me personally appeared | Carl E. Geertz | And Betty L. Geertz | Shefore me personally appeared | Carl E. Geertz | Sheridan |

WO. 1615.3 TRACT NO. L.R.R. No. 1661