

**MONTANA-DAKOTA UTILITIES CO.
COMBINATION ELECTRIC, AND GAS EASEMENT**

THIS EASEMENT, made this 1st day of October, 2013, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., a Delaware 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: CHRISTOPHER C. BOLEY
whose address is: 76 Brinton Road, Big Horn, Wyoming

WITNESSETH, that for valuable consideration received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement 16.0 feet in width, being 8.0 feet left and 8.0 feet right of the centerline as laid out and/or surveyed, or as finally installed in and to the tract of land hereinafter described for the purpose of erecting and constructing thereon, and thereafter to construct, reconstruct, increase the capacity of, operate, inspect, protect, maintain, repair and remove an electric line, including without limitation pole structures supporting one or more power circuits, together with crossarms, cables, communications lines, wires, guys, supports, anchors, fixtures, and such other structures, installations and facilities and to license, permit or otherwise agree to the joint use or occupancy of the line by any other persons, associations or corporations, said tract of land being situated in the County of Sheridan, State of Wyoming, and more particularly described as follows:

A strip of land being 16.0 feet in width as pipe and cable are installed running east and west along the south property line of a parcel of land located in the SE of Section 8, Township 54 North, Range 84 West, P.M.M., Sheridan County, Wyoming, aka 104 Brinton Road.

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. Company shall have the right, but not the obligation, to cut, trim and clear trees and shrubbery from the above described tract of land or where they may interfere with or threaten to endanger the operation or maintenance of the electric line.

OWNER additionally grants COMPANY, its successors and assigns, the right to install and construct, and thereafter to increase the capacity of, operate, inspect, protect, maintain, repair, remove replace, and abandon in place a gas pipeline or lines, including necessary pipes, equipment, and fixtures, and television cable or telecommunications distribution system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith, through, over, under, and across the above described tract of land.

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 above described tract of land or that would interfere with said electric line, gas line, television cable or telecommunications system, or COMPANY rights hereunder.

OWNER, its successors and assigns, hereby grants to COMPANY, its successors and assigns, the right at all reasonable times of ingress and egress to the above described tract of land across adjacent lands of Owner, its successors and assigns, at convenient points for the enjoyment of the aforesaid uses, rights and privileges.

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 centerline where necessary to support said electric line.

COMPANY agrees that it will pay any and all damages that may result to the crops, fences, buildings, and improvements on said premises caused by laying, constructing, reconstructing, increasing the capacity of, maintaining, converting to underground, operating, replacing, repairing or removing said electric line, gas line, or underground 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 a 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.

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

CHRISTOPHER C. BOLEY

STATE OF Idaho)
COUNTY OF Polk) :ss



On this 1 day of Oct, 2013, before me personally appeared Christopher C. Boley

known to me to be the same person 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.)

(THIS SPACE FOR RECORDING DATA ONLY)

Notary Public, Polk County

State of Idaho

Residing at _____

(SEAL)

My Commission Expires: 2/19/2014

W.O. 204675 L.R.R NO _____

FILE NO. _____ TRACT NO. _____



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BOOK: 544 PAGE: 640 FEES: \$12.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
MONTANA-DAKOTA UTILITIES CO 400 N FOURTH ST
BISMARCK ND 58501