

MONTANA-DAKOTA UTILITIES CO 574
ELECTRIC LINE EASEMENT

RECORDED OCTOBER 28, 1996 BK 382 PG 574 NO 240645 RONALD L. DAILEY, COUNTY CLERK

THIS EASEMENT, made this 12 day of September, 1995, 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 JAMES R. PURDY AND LADONNA K. PURDY, husband and wife, whose address is 3811 U.S. Highway 87, Banner, Wyoming 82832.

WITNESSETH, that for valuable consideration received, OWNER does hereby grant unto COMPANY, its successors and assigns, a non-exclusive easement 20 feet in width, being 10 feet left, and 10 feet right of the center line, as laid out and/or surveyed with the right to construct, reconstruct, operate, maintain, repair and remove one electric line, consisting of pole structures supporting one or more electric power circuits, together with crossarms, wires, guys, supports, anchors, fixtures, and such other installations used in the construction, operation, maintenance, repair and removal of said electric line, and to cut and trim trees and shrubbery located within 10 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. Said line may be constructed either overhead, as described above, or underground.

OWNER hereby grants to COMPANY, its successors and assigns, the right at all reasonable times to enter upon said premises for the purposes of constructing, maintaining, repairing or removing said electric line and for the purpose of doing all necessary work in connection herewith.

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 current market value for all losses of natural vegetation, grasses, crops, livestock, fences, irrigation systems, buildings and improvements, and damages of whatsoever nature to the land and the environment occasioned by its construction, operation, maintenance, repair and removal of said electric line.

COMPANY shall not allow any noxious weeds on or about the easement, and shall not allow any noxious weeds to spread to OWNER'S lands adjacent to the easement. "COMPANY" will reimburse "OWNER" for spraying or treatment of noxious weeds caused by the installation of said electric line.

COMPANY shall not allow its construction, reconstruction, maintenance, repair or removal equipment on OWNER'S land adjacent to the designated easement unless it shall give OWNER advance notice in writing except in cases of emergency and pay current market value for all losses and damages whatsoever. 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.

OWNER does hereby release and waive all rights under and by virtue of the homestead exemption laws of Wyoming.

This easement is appurtenant to the following described real estate, situate in the County of Sheridan, State of Wyoming, namely:

A Twenty (20) foot wide strip of land located in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Thirty-Two (32) and in the North Half (N1/2) of Section Thirty-Three (33) Township 54 North Range 83 West, of the 6th P.M. and said strip being Ten (10) feet on either side of the line in the following center line description:

Beginning at the Northeast corner of the Northeast Quarter (NE1/4) of said Section Thirty-Two (32) thence S 67°55'43" W a distance of One Hundred Seventy and Sixty Five Hundredths (170.65) feet to the true point of beginning; thence N 87°44'56" E a distance of Two Thousand Thirty-Four and Sixty-Nine Hundredths (2034.69) feet to the point of termination.

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

OWNERS:

James R. Purdy
James R. Purdy
LaDonna K. Purdy
LaDonna K. Purdy

COMPANY:

Montana-Dakota Utilities Co., a division of
MDU Resources Group, Inc., a corporation

By:

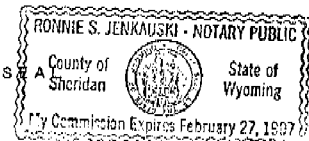
Jim Sorenson
Jim Sorenson

It's: Division Electric Systems Engineer

STATE OF Wyoming)

COUNTY OF Sheridan)

On this 12 day of September, 1995, before me, the undersigned Notary Public for said State, personally appeared Jim Sorenson, known to me to be the Division Electric Systems Engineer of Montana-Dakota Utilities Co., a division of MDU Resources Group, Inc. the corporation which executed the foregoing instrument and acknowledged to me that (s)he executed the same.



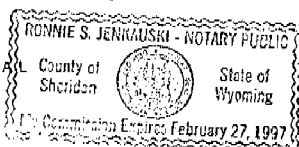
Ronnie S. Jenkauskis
Notary Public

My commission expires: _____

STATE OF Wyoming)

COUNTY OF Sheridan)

On this 12 day of September, 1995, before me, the undersigned Notary Public for said State, personally appeared James R. Purdy and LaDonna K. Purdy, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.



Ronnie S. Jenkauskis
Notary Public

My commission expires: _____