

MONTANA-DAKOTA UTILITIES CO.  
ELECTRIC LINE EASEMENT

THIS EASEMENT, made this 26<sup>th</sup> day of August, 19 98, 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:

Leslie L. Godley and Martha S. Godley, husband and wife, Jay L. Godley and Carol L. Godley, H & F.  
125 Pompey Creek Road #14, Banner, Wyoming 82832-9720

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an 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, 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 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, 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 hereof 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, situated in the County of Sheridan, State of Wyoming, namely:

A Twenty (20) foot wide easement strip lying in a tract of land located in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section Twenty-two (22), and in the East Half of the Southwest Quarter (E1/2SW1/4) of Section Fifteen, T-54N., R-83W., of the 6th P.M., and said easement strip being Ten (10) left and Ten (10) right as described in the following center line description;

Commencing at the Southeast corner of said Section Twenty-two (22), thence N34°27'40"W., Six thousand Fourteen and Fifty-seven Hundredths (6014.57) feet to the true point of beginning; thence N01°55'12"W., Four Hundred Sixty-five and Thirty-six Hundredths (465.36) feet; thence N00°56'42"W., One Thousand Twenty-seven and Forty-eight (1027.48) feet to the point of termination.

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

Jay L. Godley  
Jay L. Godley

Leslie L. Godley  
Leslie L. Godley

Carol L. Godley  
Carol L. Godley

Martha S. Godley  
Martha S. Godley

STATE OF Wyoming

COUNTY OF Sheridan

On this 26<sup>th</sup> day of August, 19 98, before me personally appeared Jay L. Godley, Carol L. Godley, Leslie L. Godley and Martha S. Godley

known to me to be the same person described in and who executed the above and foregoing instrument and acknowledged to me that they executed the same, (known to me to be the \_\_\_\_\_ and \_\_\_\_\_ respectively, of

(THIS SPACE FOR RECORDING DATA ONLY)

the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.)

Susan D. Spielman  
Notary Public, Sheridan County,

State of Wyoming

Residing at Sheridan, Wyoming



My Commission Expires: July 15, 2000

W.O. 139510 TRACT NO. \_\_\_\_\_ L.R.R. NO. \_\_\_\_\_