

**MONTANA-DAKOTA UTILITIES
ELECTRIC LINE EASEMENT**

RECORDED SEPTEMBER 26, 1997 BK 388 PG 238 NO 266955 RONALD L. DAILEY, COUNTY CLERK

THIS EASEMENT, made this 27 day of August 19 97, 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: Eunice M. McEwan

whose address is 37 Maverick Drive, Sheridan WY. 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement 15 feet in width, being _____ feet left, and _____ 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 lines and to license, permit or otherwise agree to the joint use or occupancy of the lines by any other persons, associations or corporations. Said lines 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:

An easement strip situated partially in Tract No. 1 of the McNally Subdivision, Sheridan County, Wyoming and also in the NE1/4NE1/4 of Section 27, T55N, R84W of the 6th Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

This strip being 15 feet in width lying 7.5 feet on each side of a centerline described as beginning at a point which bears S 86°58'57" W a distance of 1248.44 feet from the Northeast corner of said Section 27; thence S 60°27'29" E for a distance of 54.27 feet; thence S 27°03'53" E for a distance of 564.7 feet; thence S 26°37'32" E for a distance of 187.27 feet; thence S 12°47'12" E for a distance of 124.71 feet to the point of terminus for this centerline, said point of terminus bears S 43°13'08" W a distance of 1213.55 feet from the Northeast corner of said Section 27.

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

Eunice M. McEwan

STATE OF Wyoming
COUNTY OF Sheridan :ss

On this 27th day of August, 19 98, before me personally appeared Eunice M. McEwan

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
(THIS SPACE FOR RECORDING DATA ONLY)

instrument, and acknowledged to me that such corporation executed the same.)

Judy Artist
Notary Public, Sheridan County,
State of Wyoming
Residing at Sheridan



My Commission Expires: _____
W.O. J50550 TRACT NO. _____ L.R.R. NO. 35383

EFE WY 0121