

MONTANA-DAKOTA UTILITIES CO.
 UNDERGROUND ELECTRIC RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, MICHAEL W. HILLER and SUSAN C. HILLER, husband and wife A/K/A M. W. Hiller and Susan C. Hiller, husband and wife

of Ranchester, Wyoming

hereinafter called OWNER (whether one or more), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and warrants to MONTANA-DAKOTA UTILITIES CO., a Division of MDU RESOURCES GROUP, INC., a corporation, of 400 North Fourth Street, Bismarck, North Dakota 58501, COMPANY, and to its successors and assigns, a perpetual right-of-way and easement for the construction, reconstruction, replacement, operation, maintenance, repair and removal of buried or semiburied electric distribution system, street lighting system or communication system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith, to be located upon, under and within the following real estate in Sheridan County, State of Wyoming, namely:

A strip of land 16 feet wide being 8 feet on each side of a centerline situated in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) and the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty (20), Township 57 North, Range 85 West, 6th P.M., Sheridan County, Wyoming; said centerline described as follows: Beginning at a point on a fence line, said point being on the approximate west line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ and N26°00'31"E, 3024.48 feet from the southwest corner of said Section 20; thence N70°53'01"E, 190.57 feet to a point; thence S85°11'20"E, 642.83 feet to a point; thence S77°42'38"E, 581.69 feet to a point on a fence line, said point being the approximate east line of the said NE $\frac{1}{4}$ SW $\frac{1}{4}$ and N46°12'38"E, 3761.31 feet from said southwest corner of Section 20.

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, replacing, maintaining, repairing, operating or removing said electric line.

OWNER, its successors and assigns, agree 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 lines or COMPANY'S rights hereunder.

The OWNER also hereby grants to COMPANY, its successors and assigns, the right of ingress and egress for the purposes of the easement and right-of-way described herein.

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, the OWNER has signed this grant of easement this 24 day of Sept, 19 87

M. W. Hiller

Susan C. Hiller

STATE OF Wyoming)
 : ss.
 County Of Sheridan)

On this 24th day of September, 19 87, before me personally appeared M. W. Hiller and Susan C. Hiller, husband and wife

known to me to be the same person S described in and who executed the above and foregoing instrument and acknowledged to me that the Y 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.)

Notary Public, _____ County,

State of _____

(SEAL)



My Commission Expires: _____

W.O. _____ TRACT NO. _____ L.R.R. No. _____