

MONTANA-DAKOTA UTILITIES CO.  
ELECTRIC LINE EASEMENT

THIS EASEMENT, made this 26<sup>th</sup> day of September, 2012, 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:

B and R Properties, LLC

whose address is 544 North Main Street, Sheridan Wyoming.

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement 4 feet in width, being 2 feet left, and 2 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 5 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 tract of land situated in Lot 13, 14 and 15, Block 49 of the Sheridan Land Company's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming; this tract being 4 feet in width, lying 2 feet on each side of a centerline described as follows:

Beginning at a point which bears S 0°03'31" E a distance of 0.71 feet from the Northeast Corner of Lot 15, said Block 49 of the Sheridan Land Company's Addition, this point of beginning lies on the East line of said Lot 15; thence S 37°40'19" W for a distance of 45.88 feet; thence S 79°47'21" W for a distance of 62.93 feet to the point of terminus for this centerline. Said point of terminus bears S 61°50'01" W a distance of 102.06 feet from the Northeast Corner of said Lot 15, Block 49.

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

[Signature]

STATE OF Wyoming

COUNTY OF Sheridan :ss

On this 26 day of September 2012, before me personally appeared Brock Boedecker

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)

2012-700322 10/25/2012 3:05 PM PAGE: 1 OF 1  
BOOK: 537 PAGE: 92 FEES: \$8.00 KA EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NO. 2012-700322 EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
MONTANA-DAKOTA UTILITIES CO 400 N FOURTH ST  
BISMARCK ND 58501

ETB

Umarla Hloyd  
Notary Public, Sheridan County,  
State of Wyoming  
Residing at Sheridan, WY



My Commission Expires: July 9, 2016  
W.O. 554106 TRACT NO. \_\_\_\_\_ L.R.R NO. \_\_\_\_\_