

**MONTANA-DAKOTA UTILITIES CO.
UNDERGROUND ELECTRIC LINE EASEMENT**

THIS EASEMENT, made this _____ day of _____, A.D., 2019, between MONTANA-DAKOTA UTILITIES CO., A SUBSIDIARY OF MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota 58501, hereinafter called "COMPANY," its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely:

John A. Rueb & Judith A. Rueb

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement in varying widths on the hereinafter described lands, together with the right to construct, reconstruct, operate, maintain, repair, remove and replace a buried or semi-buried electric distribution system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith through, over, under, and across the following described real estate, situated in the County of Sheridan, State of Wyoming, namely: as follows:

An underground electric line easement situated in the S $\frac{1}{2}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 8, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as described on EXHIBIT "A" attached hereto and by this reference made a part hereof:

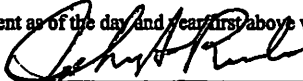
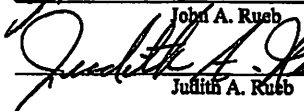
OWNER agrees not to build, create or construct or permit to be built, created, or constructed, any obstruction, building, engineering works or other structures over, under, or that would interfere with said underground lines or COMPANY'S rights hereunder.

OWNER hereby grants to COMPANY, its successors and assigns, the right at all reasonable times to enter upon said premises for the purpose of laying, constructing, maintaining, operating, replacing, repairing or removing said underground lines and for the purpose of doing all necessary work in connection therewith.

COMPANY by the acceptance hereof, hereby agrees that it will pay any and all damages that may result, including crops, fences, buildings and improvements on said premises, caused by constructing, maintaining, repairing, operating, replacing or removing said underground lines. 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 Wyoming, OWNER does hereby release and waive all rights under and by virtue of the homestead exemption laws of that state.

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


John A. Rueb

Judith A. Rueb

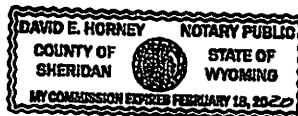
STATE OF Wyoming)
COUNTY OF SHERIDAN) ss

On this the 7TH day of FEBRUARY, 2019, before me personally appeared _____
JOHN A. RUEB & JUDITH A. RUEB

known to me, or satisfactorily proved to be the persons described in and who executed the above and fore going instrument and acknowledged to me that they executed the same (known to me to be the OWNER and OWNER respectively, of the corporation that is described in and that executed the foregoing instrument, acknowledged to me that such corporation executed the same.)

(THIS SPACE FOR RECORDING DATA ONLY)

Notary Public, Sheridan County,
State of Wyoming
Residing at SHERIDAN, WY



(SEAL)

My commission Expires 18 Feb 2020

WO _____ TRACT NO _____ LRR NO _____

**LEGAL DESCRIPTION
EXHIBIT "A"**

Record Owners: John A. Rueb & Judith A. Rueb
January 30, 2019

Re: Underground Electric Line Easement to Montana-Dakota Utilities Company, A Division of MDU Resources Group, Inc., and or any of their respective successors and assigns.

An underground electric line easement situated in the S½NE¼ and the NW¼NE¼ of Section 8, Township 55 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said easement being more particularly described as follows:

Commencing at the northeast corner of said Section 8 (Monumented with a 3¼" Aluminum Cap per PLS 6812); thence S00°09'16"W, 1374.88 feet along the east line of said Section 8 to a point; thence N89°14'56"W, 54.66 feet to the **POINT OF BEGINNING** of said easement, said point lying on the west line of a fifteen (15) foot wide Montana-Dakota Utilities Co., Underground Easement per Book 578 of Deeds, Page 325; thence, continue N89°14'56"W, 1641.55 feet to a point; thence N10°04'25"E, 40.54 feet to a point; thence S89°14'56"E, 45.00 feet to a point; thence S10°04'25"W, 20.27 feet to a point; thence S89°14'56"E, 1593.00 feet to a point, said point lying on said west line of the fifteen (15) foot wide Montana-Dakota Utilities Co., Underground Easement per Book 578 of Deeds, Page 325; thence S00°01'18"E, 20.00 feet along said west line to the **POINT OF BEGINNING** of said easement.

Said underground electric line easement contains 33,696 square feet or 0.77 acres of land, more or less. Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

SURVEYOR'S STATEMENT

I, Thomas D. Tucker, do hereby state that this legal description was prepared from notes taken during an actual field survey performed by me or under my direct supervision.



Modification in any way of the above or foregoing legal description terminates liability of the surveyor.