


Prepared by:  
Address:  
20648 (7/17)

  
**2021-767564** 3/25/2021 2:54 PM PAGE: 1 OF 2  
FEES: \$15.00 PK EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**MONTANA-DAKOTA UTILITIES CO.  
COMBINATION ELECTRIC, AND GAS EASEMENT**

THIS EASEMENT, made this 20th day of MARCH, 20 21,  
between MONTANA-DAKOTA UTILITIES CO., A SUBSIDIARY OF MDU RESOURCES GROUP,  
INC., a Delaware 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: MARK D. SMITH & FRANCES M. SMITH  
whose address is: 472 E 5th St. Sheridan, Wyoming

WITNESSETH, that for valuable consideration received, OWNER does hereby grant unto COMPANY,  
its successors and assigns, an easement \_\_\_\_\_ feet in width, being \_\_\_\_\_ feet left and \_\_\_\_\_ feet right  
of the centerline as laid out and/or surveyed, or as finally installed in and to the tract of land hereinafter  
described for the purpose of erecting and constructing thereon, and thereafter to construct, reconstruct,  
increase the capacity of, operate, inspect, protect, maintain, repair and remove an electric line, including  
without limitation pole structures supporting one or more power circuits, together with crossarms, cables,  
communications lines, wires, guys, supports, anchors, fixtures, and such other structures, installations and  
facilities and to license, permit or otherwise agree to the joint use or occupancy of the line by any other  
persons, associations or corporations, said tract of land being situated in the County of  
Sheridan, State of Wyoming, and more particularly described as follows:

The South 10 feet of Tract A, Arapahoe Subdivision, Sheridan WY, said  
easement being in Tract A of the Arapahoe Subdivision in Sheridan County,  
Wyoming, recorded October 30th, 2020 in Plat Book A, Page 43 in the Sheridan  
County Clerk's Office, Sheridan County, Wyoming.

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.  
Company shall have the right, but not the obligation, to remove, cut, and trim and shrubbery located within 10  
feet of the centerline of the electric line and trees located outside such area where they interfere  
with or threaten to endanger the operation or maintenance of the electric line.

OWNER additionally grants COMPANY, its successors and assigns, the right to install and construct,  
and thereafter to increase the capacity of, operate, inspect, protect, maintain, repair, remove replace, and  
abandon in place a gas pipeline or lines, including necessary pipes, equipment, and fixtures, and television  
cable or telecommunications 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 above described tract of land.



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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 above described tract of land or that would interfere with said electric line, gas line, television cable or telecommunications system, or COMPANY rights hereunder.

OWNER, its successors and assigns, hereby grants to COMPANY, its successors and assigns, the right at all reasonable times of ingress and egress to the above described tract of land across adjacent lands of Owner, its successors and assigns, at convenient points for the enjoyment of the aforesaid uses, rights and privileges.

Said electric line and every part thereof 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 centerline where necessary to support said electric line.

COMPANY agrees that it will pay any and all damages that may result to the crops, fences, buildings, and improvements on said premises caused by laying, constructing, reconstructing, increasing the capacity of, maintaining, converting to underground, operating, replacing, repairing or removing said electric line, gas line, or underground lines. It is agreed the removal and trimming of trees and shrubs within the area of the easement or that interfere with or endanger the operation and maintenance of the electric line shall not be regarded as compensable damages. 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 a 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.

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

Mark D. Smith  
Frances M. Smith

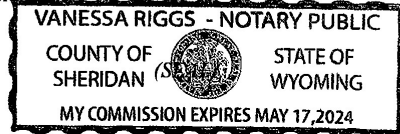
STATE OF Wyoming )  
 )ss  
COUNTY OF Sheridan )

On this 20th day of March, 2021, before me personally appeared Mark and Frances Smith, 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 Owner and Spouse 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)

Notary Public, Sheridan County,  
State of Wyoming

Residing at



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

FILE NO. \_\_\_\_\_

**NO. 2021-767564 EASEMENT**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
MONTANA DAKOTA UTILITIES CO 2324 DRY RANCH RD  
SHERIDAN WY 82801