

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

THIS EASEMENT, made this 6<sup>th</sup> day of November, A.D., 2020, 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:

**Randal Scot & Stacie Kane Huckleba**  
2896 West Loucks Street  
Sheridan, Wyoming 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement as laid out and/or surveyed, or as finally installed 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, street lighting 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:

An underground electric line easement being sixteen (16.0) feet wide situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  and the W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 32, Township 56 North, Range 84 West, 6<sup>th</sup> P.M., Sheridan County, Wyoming. Said underground electric line easement encumbers a portion of a Warranty Deed recorded at the Sheridan County Clerk's Office, Sheridan County, Wyoming, dated June 3, 2019, Instrument Number 2019-750317. The underground easement is shown on Illustration "A", which by reference is attached hereto and incorporated herein. The Company retains and can exercise the right to substitute and replace Illustration "A" with easement documents that will meet Wyoming State Statue 34-1-141, as described in a Legal Description (EXHIBIT "A") and shown on a Drawing (EXHIBIT "B") for recordation purposes if the Lost Goose Ranch Subdivision is not recorded.

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 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

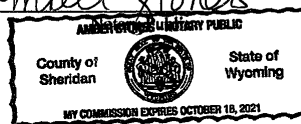
Randal Scot Huckleba

Stacie Kane Huckleba

STATE OF WYOMING )  
 )ss.  
COUNTY OF SHERIDAN )

On this the 6<sup>th</sup> day of November 2020, before me personally appeared Randal Scot & Stacie Kane Huckleba, 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.

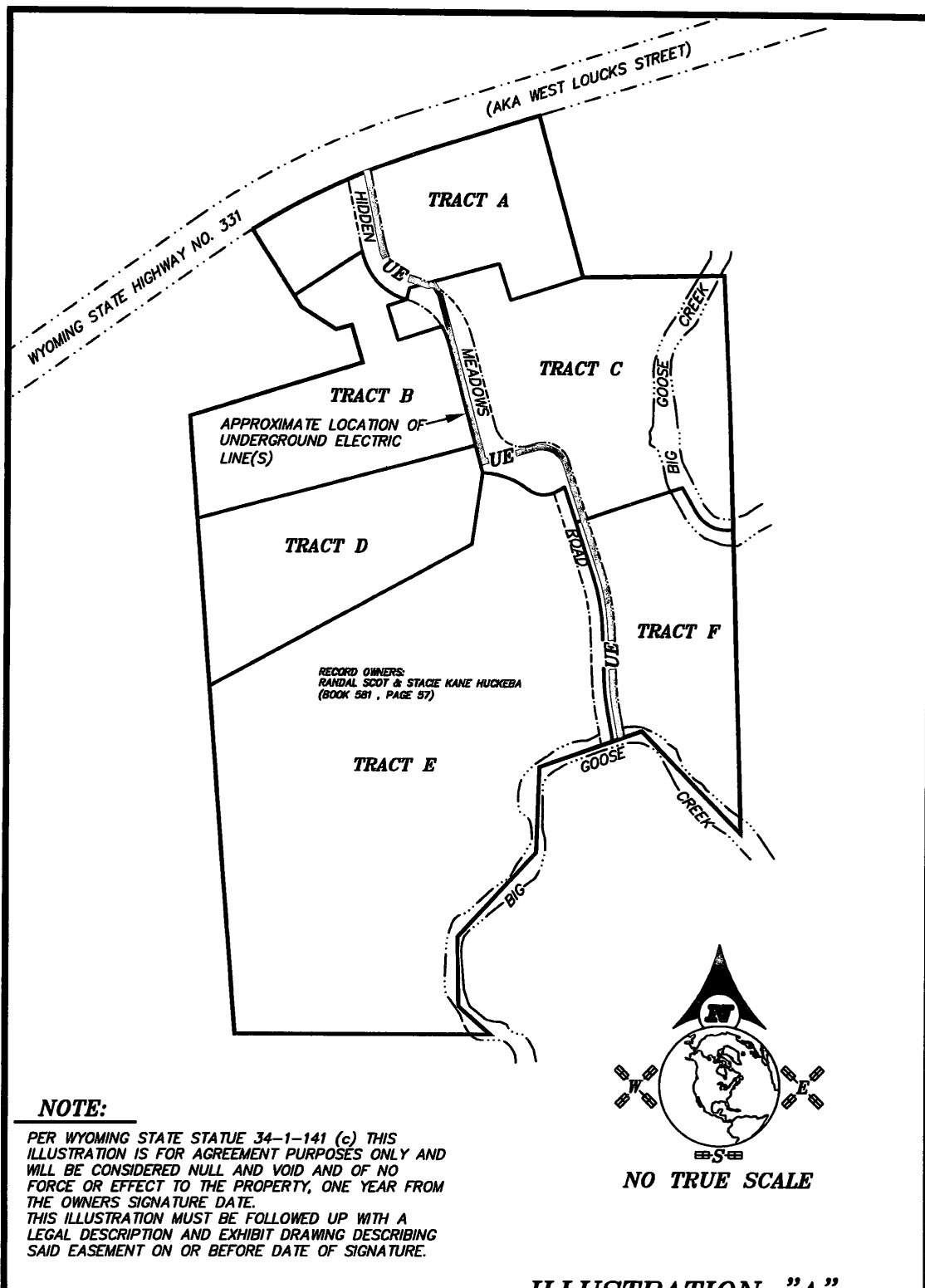
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SEAL

My Commission Expires 10/18/2021

W.O. \_\_\_\_\_ Tract NO. \_\_\_\_\_ LLR NO. \_\_\_\_\_



**NO. 2021-766120 EASEMENT**

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
MELVIN MAXTED 2324 DRY RANCH ROAD  
SHERIDAN WY 82801

**ILLUSTRATION "A"**

CLIENT: MONTANA-DAKOTA UTILITY COMPANY

LOCATION: SW1/4NE1/4 AND THE W1/2SE1/4, SECTION 32,  
T56N, R84W, 6th P.M. SHERIDAN COUNTY, WY

THIS DIAGRAM AND INFORMATION IS TO BE USED FOR ILLUSTRATION PURPOSES ONLY. THE REPRESENTATION IS NOT TO SCALE AND IS NOT TO BE CONSTRUED AS A FINAL SURVEY OF LOCATION. THE LANDOWNER, BY ATTACHMENT OF THEIR INITIALS, ACCEPTS THE APPROXIMATE LOCATION OF THE UTILITY LINE(S) AS SHOWN WITHIN THE ABOVE ILLUSTRATION.

**RESTFELDT**  
SURVEYING

2340 WETLANDS DR., SUITE 100  
PO BOX 3082  
SHERIDAN, WY 82801  
307-672-7415

JN: 2019-016  
DN: 2019-016-SUB  
TAB: MDU-Exhibit  
PF: T2019-016  
REVIEWED BY: JSP  
SEPTEMBER 16, 2020