

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

THIS EASEMENT, made this 2nd day of September, 2021, 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:
Excalibur Construction Inc.

whose address is 2275 Dry Ranch Road, Sheridan WY

WITNESSETH, that for valuable considerations received, OWNER does hereby grant unto COMPANY, its successors and assigns, an easement 10 feet in width, being _____ feet left, and _____ 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, removal of said electric line, and to cut and trim trees and shrubbery located within _____ feet of the center line of said line or where they may interfere with or threaten to endanger the operations 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.

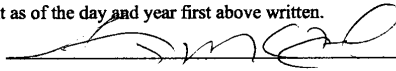
If the herein described lands are in the State of Wyoming, OWNER does hereby release and waive all rights under and by virtue of the homestead exemption laws of that state.

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 3 and 4 Woodland Meadows Minor Subdivision, Replat of Tract 3 of the amended plat of tract 3 and tract 4, Woodland Park Subdivision Phase One, City of Sheridan, located in the E ½ NW ¼, Section 14, Township 55N, Range 86W, of the Sixth Meridian PM, Sheridan County Wyoming, more particularly described as follows:

10 feet parallel to the front lot line of the above-described Lot 3 and 4, Woodland Meadows Minor Subdivision, Sheridan County, Wyoming, also described as 1120 and 1128 Fleming Blvd..

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



On this 2nd day of September, 2021, before me personally appeared Andrew J. McFaul

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 President 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

State of Wyoming

Residing at Sheridan, WY

(SEAL)

My Commission Expires: July 9, 2023

W.O. _____ L.R.R NO _____

FILE NO. _____ TRACT NO. _____



2023-783735 1/27/2023 10:11 AM PAGE: 1 OF 1
BOOK: PAGE: FEES: \$12.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NO. 2023-783735 EASEMENT

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

