

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

THIS EASEMENT, made this 2nd day of May, A.D., 20 23, between MONTANA-DAKOTA UTILITIES CO., A DIVISION 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:

**Scott Gerber and Ayme Ahrens, husband and wife**  
820 South Thurmond St, Sheridan, WY 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, a perpetual right-of-way and easement 34.0 feet in width, as finally installed on the hereinafter described lands, together with the right to construct, reconstruct, operate, maintain, repair, remove and replace a gas pipeline or lines, including necessary pipes, poles, and fixtures, and 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 and gas line easement thirty-four (34.0) feet wide, situated in Lots numbered Three (3) and Four (4) in Block numbered Eleven (11) of Palmer's Addition to the Town, now City of Sheridan, Wyoming, addressed as 10 S Water St, Sheridan Wyoming and more particularly described as follows:**

**The West Thirty-Four (34.0) feet of said Lots Three (3) and Four (4), Block Eleven (11) in the Palmer's Addition to the Town now City of Sheridan, Wyoming, said tract is contiguous with the said platted alley of Block Eleven (11) in the Palmer's Addition to the Town now City of Sheridan, Wyoming.**

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.

By: [Signature]  
Scott Gerber

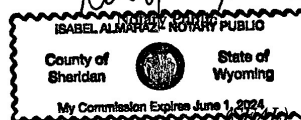
By: [Signature]  
Ayme Ahrens

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) ss

On this the 02 day of May, 2023, before me personally appeared Scott Gerber  
Ayme Ahrens 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.

(THIS SPACE FOR RECORDING DATA ONLY)

Notary Public, Sheridan County,  
State of Wyoming



My commission Expires June 1 2024

WO \_\_\_\_\_ TRACT NO 12 LRR NO \_\_\_\_\_