

## RIGHT OF WAY EASEMENT

For valuable consideration, receipt of which is hereby acknowledged, **John E. Rice & Sons, Inc.** (hereinafter referred to collectively as "Grantor") does hereby grant to **Montana-Dakota Utilities Co., a Division of MDU Resources Group, Inc.**, whose address is 400 North Fourth St, Bismarck, ND, its successors and assigns (referred to herein as "Grantee"), a thirty foot wide perpetual non-exclusive easement for ingress and egress over and across the following described lands and subject to the following terms and conditions:

A parcel of land situated in Section 9, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming as shown in the "Sketch of Right of Way Easement" attached hereto and by this reference made a part hereof. Grantee will at its expense survey the thirty foot wide easement and provide Grantor with a copy of the survey, a specific legal description, a map depicting the location of the existing roadway, and length (rods) of the roadway, which shall supersede this document. Grantee will prepare a recordable memorandum for execution by both parties which will set forth the specific description of the location of the easement. Grantor hereby agrees to allow the substitution of documents as furnished by a licensed and registered land surveyor, in accordance with Wyo. Stat. Ann. 34-1-141 for recordation purposes.

1. Maintenance. The lands covered by the above-described easement may be used as a common roadway by Grantor and Grantee. Grantee and Grantor agree to be mutually responsible in keeping the road in good order and repair in proportion to their respective use.

2. Benefitted Land. This easement shall run with and is only for the benefit of and appurtenant to that certain real property owned by the Grantee described as follows:

A tract of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 9, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as shown on **EXHIBIT "A"** attached hereto and by this reference made a part hereof; said tract of land being more particularly described as follows:

Commencing at the west quarter corner of said Section 9 (Monumented with a 3 $\frac{1}{4}$ " Aluminum Cap per PLS 6812); thence N75°53'21"E, 2125.83 feet to the **POINT OF BEGINNING** of said tract; thence, through a non-tangent curve to the right, having a central angle of 56°58'35", a radius of 330.00 feet, an arc length of 328.16 feet, a chord bearing of N84°33'18"E, and a chord length of 314.80 feet to a point; thence S66°57'24"E, 18.88 feet to a point; thence S33°16'42"W, 200.28 feet to a point; thence N56°43'18"W, 264.19 feet to the **POINT OF BEGINNING** of said tract.

Said tract contains 36,367 square feet or 0.83 acres of land, more or less.

Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

3. Operations on the Easement. Grantee may not fence the easement area unless otherwise agreed to by Grantor. Grantee shall not exceed a speed of 30 miles per hour while driving on the road. Grantee shall not cut or damage any fences, cattle guards or other improvements of Grantor. Grantee will confine its operations to the access road and will not drive off of said access road. Grantee will not store or park any vehicles or material on the easement. Grantee will not allow any debris to be discarded on the easement, and Grantee will clean up litter and debris along the easement for which Grantee or Grantee's invitees are responsible.

4. Nonexclusive Use. This easement is nonexclusive and shall not preclude Grantor from using the easement area or the access road or from granting the right to the public and other persons and parties to use the easement area or the access road and making a charge therefor.

5. No Warranty. Grantor does not warrant title to the property subject to the easement. This easement is subject to all exceptions, reservations, covenants, conditions, restrictions, easements, rights-of-way, reservations and rights of record and subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises and subject to building, zoning, subdivision, or other regulations of any private or governmental entity.

6. Indemnification and Release. Grantee shall indemnify, defend, and hold harmless Grantor and Grantor's agents, employees and representatives from any and all claims, demands, or causes of action arising out of the use of the easement area by Grantee or Grantee's invitees or arising out of the granting of this easement. Grantee releases Grantor, its employees, agents, and representatives from any and all liability for damages arising out of Grantee's use of the easement area.

7. Binding Effect and Governing Law. This agreement is binding upon the successors and assigns of the parties. This agreement shall be construed according to the laws of the State of Wyoming. A court of competent jurisdiction in the State of Wyoming shall have exclusive jurisdiction of any litigation arising out of this agreement.





8. Notwithstanding anything to the contrary herein, this easement and the rights granted hereby shall automatically terminate if the lands described in paragraph 2 above are divided into two or more separately owned parcels.

Dated effective as of Dec. 19, 2014.

John E. Rice & Sons, Inc.

By: James L. Jellis  
Title: V.P.

STATE OF WY )  
COUNTY OF Sheridan ) ss.

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2014,  
by James L. Jellis, Vice President of John E. Rice & Sons, Inc.

WITNESS my hand and official seal.

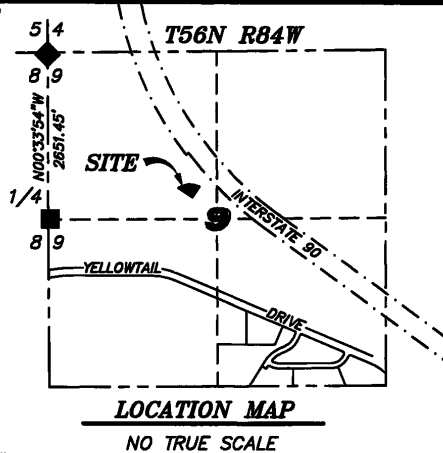
[Signature]  
Notary Public

My commission expires: 5-13-18



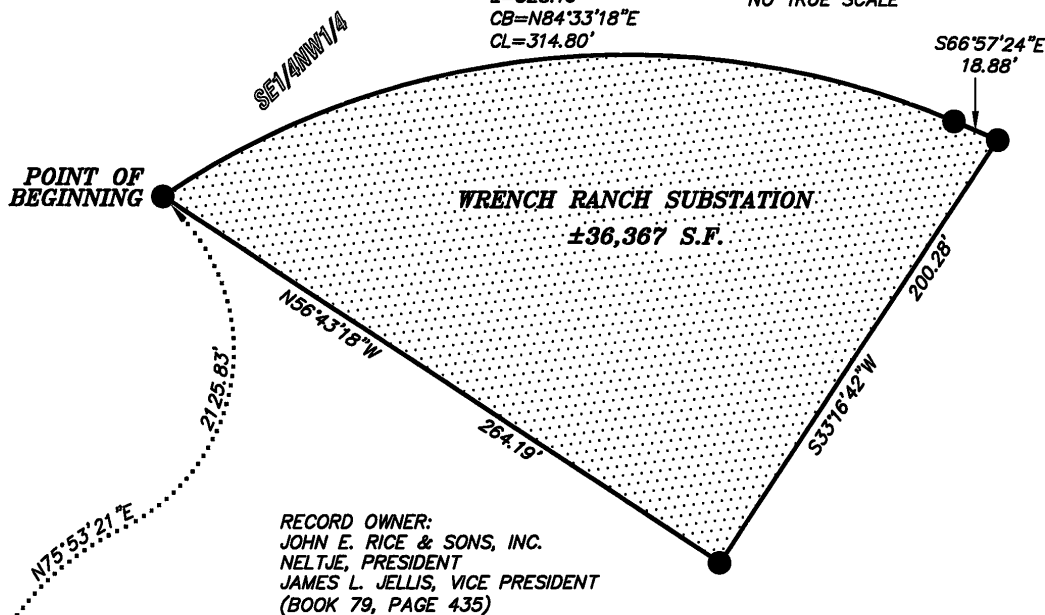
[Signature] [Signature]

## EXHIBIT "A"



$\Delta = 56^{\circ}58'35''$   
 $R = 330.00'$   
 $L = 328.16'$   
 $CB = N84^{\circ}33'18''E$   
 $CL = 314.80'$

SCALE: 1"=60'  
BEARINGS ARE BASED ON THE  
WYOMING COORDINATE SYSTEM  
NAD 1983, EAST CENTRAL ZONE  
DATUM: NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)  
DAF: 1.000235  
DISTANCES ARE SURFACE



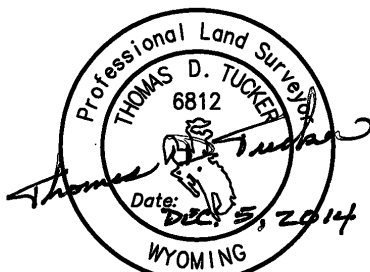
### LEGEND:

- SET 3-1/4" ALUMINUM CAP PER PLS 6812
- ◆ FOUND 3-1/4" ALUMINUM CAP PER PLS 2615
- SET 2" ALUMINUM CAP PER PLS 6812
- PROPERTY/SUBSTATION BOUNDARY LINE
- - - HIGHWAY RIGHT-OF-WAY LINE
- SECTION LINE
- - - INTERIOR SECTION LINE
- ▨ WRENCH RANCH SUBSTATION

### SURVEYOR'S CERTIFICATE

STATE OF WYOMING  
COUNTY OF SHERIDAN :ss

I, THOMAS D. TUCKER, A DULY REGISTERED LAND  
SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE  
THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY  
MADE BY ME OR UNDER MY DIRECT SUPERVISION.



"PLAT IS VALID ONLY IF PRINT HAS  
ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED"

## EXHIBIT "A" WRENCH RANCH SUBSTATION

CLIENT: MONTANA-DAKOTA UTILITIES COMPANY  
LOCATION: SE1/4NW1/4, SECTION 9, TOWNSHIP 56 NORTH,  
RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING

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

JN: 2014-029  
DN: 2014-029\_SUB  
PF: T2014-029  
DECEMBER 5, 2014



2014-716572 12/19/2014 3:57 PM PAGE: 4 OF 4  
BOOK: 550 PAGE: 787 FEES: \$21.00 PK RIGHT OF WAY EASEMENT  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



T56N R84W Sec 9

  
Sorenson

Right of Way Agreement with John E. Rice & Sons D/B/A Wrench Ranch

Sketch of Exhibit "B"



**MONTANA-DAKOTA**  
UTILITIES CO.  
A Division of MDU Resources Group, Inc.

**NO. 2014-716572 RIGHT OF WAY EASEMENT**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
WILCOX AGENCY  
SHERIDAN WY 82801