

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

THIS EASEMENT, made this 19th day of September, A.D., 2024, between MONTANA-DAKOTA UTILITIES CO., A SUBSIDIARY OF MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota 58501, herein-after called "COMPANY," its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely:

Nels A. Nelson III 66-2/3%, David B. Kennedy 16-2/3%, & Stuart S. Healy 16-2/3%

P.O. Box 1063
 Sheridan, Wyoming 82801

WITNESSETH that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, a temporary easement 20.0 feet in width as laid out and/or surveyed on the herein-after described lands, together with the right to construct, reconstruct, operate, maintain, repair, remove and replace, a buried or semi-buried electric distribution system or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith through, under, and across the following described real estate, situated in the County of Sheridan, State of Wyoming namely:

A temporary underground electric line easement being twenty (20.0) feet wide situated in the NE1/4 of Section 32, Township 54 North, Range 85 West, 6th P.M., Sheridan County, Wyoming. Said temporary underground electric line easement encumbers a portion of a Deed recorded at the Sheridan County Clerk's Office, Sheridan County, Wyoming, dated January 09, 2006, Book 470, Page 555. The temporary underground electric line 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, described in a Legal Description (EXHIBIT "A") and shown on a Drawing (EXHIBIT "B") for recordation purposes.

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 people shall be final and conclusive.

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. This temporary easement may be executed in any number of duplicate originals, and each duplicate original hereof shall be deemed to be an original instrument, but all such duplicate originals shall constitute but one document.

Nels A. Nelson III
 66-2/3% Interest

David B. Kennedy, Deceased
 16-2/3% Interest
 Sally P. Kennedy

Stuart S. Healy
 16-2/3% Interest

STATE OF Michigan
)ss.
 COUNTY OF Washtenaw

On this the 19 day of September 19, 2024, before me personally appeared Sally Kennedy, known to me, or satisfactorily proved to be the person described in and who executed the above and foregoing instrument and acknowledged to me that they executed the same.

(This space for recording data only)

Shayna Slowinski
 Notary Public

SEAL

My Commission Expires 2/24/2025

W.O. _____ Tract NO. _____ LLR NO. _____

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

THIS EASEMENT, made this 25 day of September, A.D., 2024 between MONTANA-DAKOTA UTILITIES CO., A SUBSIDIARY OF MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota 58501, herein-after called "COMPANY," its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely:

Nels A. Nelson III 66-2/3%, David B. Kennedy 16-2/3%, & Stuart S. Healy 16-2/3%

P.O. Box 1063
 Sheridan, Wyoming 82801

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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 people shall be final and conclusive.

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. This temporary easement may be executed in any number of duplicate originals, and each duplicate original hereof shall be deemed to be an original instrument, but all such duplicate originals shall constitute but one document.

Nels A. Nelson III
 66-2/3% Interest

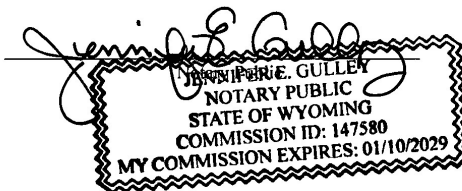
David B. Kennedy, Deceased
 16-2/3% Interest
 Sally P. Kennedy

Stuart S. Healy
 16-2/3% Interest

STATE OF Wyoming
)ss.
 COUNTY OF Sheridan

On this the 25 day of September, 2024, before me personally appeared Stuart S. Healy known to me, or satisfactorily proved to be the person 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)



SEAL

My Commission Expires 1/10/29

W.O. _____ Tract NO. _____ LLR NO. _____

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

THIS EASEMENT, made this 20th day of September, A.D., 2024, between MONTANA-DAKOTA UTILITIES CO., A SUBSIDIARY OF MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota 58501, herein-after called "COMPANY," its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely:

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P.O. Box 1063
Sheridan, Wyoming 82801

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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 people shall be final and conclusive.

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IN WITNESS WHEREOF, OWNER has executed this easement as of the day and year first above written. This temporary easement may be executed in any number of duplicate originals, and each duplicate original hereof shall be deemed to be an original instrument, but all such duplicate originals shall constitute but one document.


Nels A. Nelson III
66-2/3% Interest

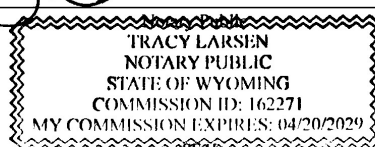
David B. Kennedy, Deceased
16-2/3% Interest
Sally P. Kennedy

Stuart S. Healy
16-2/3% Interest

STATE OF Wyoming
COUNTY OF Sheridan

On this the 20th day of September, 2024, before me personally appeared Nels A. Nelson III known to me, or satisfactorily proved to be the person 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)



My Commission Expires 4/20/2029

W.O. _____ Tract NO. _____ LLR NO. _____

MONTANA-DAKOTA UTILITIES COMPANY
PROPOSED UNDERGROUND ELECTRIC EASEMENT

RECORD OWNER:
TP ASSOCIATION, INC.
C/O HARKER MELLINGER, LLC.
(BOOK 387, PAGE 408)

APPROXIMATE LOCATION
OF PROPOSED EASEMENT
(±1,960 LF)

NE1/4
SECTION 32

(EVANS ROAD)

RECORD OWNER:
TP ASSOCIATION, INC.
C/O HARKER MELLINGER, LLC.
(BOOK 387, PAGE 408)

RECORD OWNERS:
NELS A. NELSON III,
DAVID B. KENNEDY DECEASED,
(SALLY P. KENNEDY)
STUART S. HEALY
(BOOK 470, PAGE 555)

WILSBURG
SUBDIVISION

2024-795891 11/25/2024 2:19 PM PAGE: 4 OF 4
FEES: \$21.00 PK EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NOTE:

PER WYOMING STATE STATUE 34-1-141 (c) THIS
ILLUSTRATION IS FOR AGREEMENT PURPOSES ONLY AND
WILL BE CONSIDERED NULL AND VOID AND OF NO
FORCE OR EFFECT TO THE PROPERTY, ONE YEAR FROM
THE OWNERS SIGNATURE DATE.
THIS ILLUSTRATION MUST BE FOLLOWED UP WITH A
LEGAL DESCRIPTION AND EXHIBIT DRAWING DESCRIBING
SAID EASEMENT ON OR BEFORE DATE OF SIGNATURE.



NO TRUE SCALE

NO. 2024-795891 EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
PRESTFELDT SURVEYING 2340 WETLANDS DR
SHERIDAN WY 82801

ILLUSTRATION "A"

CLIENT: MONTANA-DAKOTA UTILITY COMPANY
LOCATION: NE1/4, SECTION 32, T54N, R85W, 6th P.M.,
SHERIDAN COUNTY, WYOMING

THIS DIAGRAM AND INFORMATION IS TO BE
USED FOR ILLUSTRATION PURPOSES. 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.



PRESTFELDT
SURVEYING
2340 WETLANDS DR., SUITE 100
SHERIDAN, WY 82801
307-672-7415

JN: 2024-034
DN: 2024-034-EXH
TAB: NELSON
PF: T2024-034
REVIEWED BY: JSP
SEPTEMBER 6, 2024