FEES: \$15.00 PK EASEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

10/18

LLR NO.

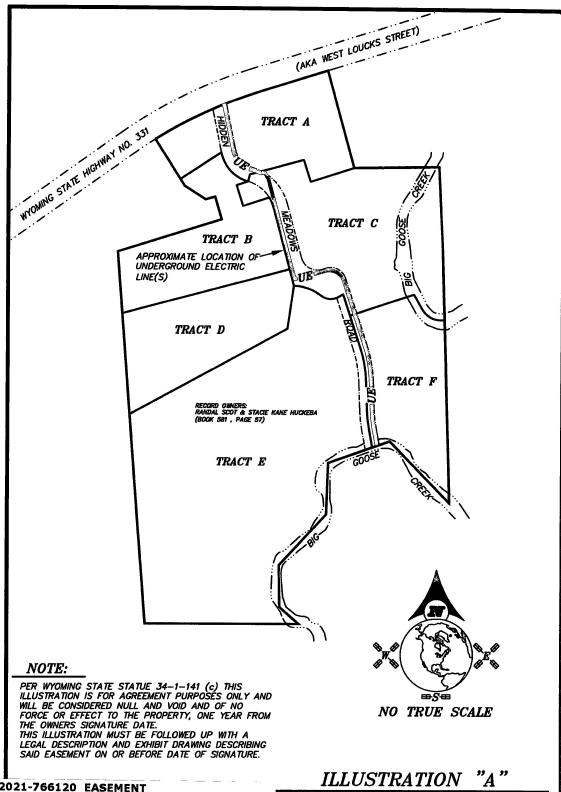
My Commission Expires

_Tract NO.__

MONTANA-DAKOTA UTILITIES CO. UNDERGROUND EASEMENT THIS EASEMENT, made this 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 Huckeba 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 _, State of ____Wyoming ___namely: An underground electric line easement being sixteen (16.0) feet wide situated in the SW4NE4 and the W%SE% of Section 32, Township 56 North, Range 84 West, 6th 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. WITNESS, WHEREOF, OWNER has executed this easement as of the day and year first above written Stair Kar Huckeba dal Scot Huckeba STATE OF WYOMING **COUNTY OF SHERIDAN** November On this the Leth day of 2020, before me personally appeared Randal Scot & Stacie Kane Huckeba, 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)



2021-766120 2/4/2021 1:26 PM PAGE: 2 OF 2 FEES: \$15.00 PK EASEMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK



NO. 2021-766120 EASEMENT

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

> UTILITY LINE(S) AS SHOWN WITHIN THE ABOVE

CLIENT: MONTANA-DAKOTA UTILITY COMPANY LOCATION: SWI/4NE1/4 AND THE WI/2SE1/4, SECTION 32, T56N, R84W, 6th P.M. SHERIDAN COUNTY, WY



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