

Prepared by: Robert Gehm
NorthWestern Energy
3210 Douglas Avenue
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ELECTRIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the **City of Mitchell, South Dakota**, the "Grantor", of Davison County, South Dakota, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, remise, convey and relinquish unto **NorthWestern Corporation, a Delaware corporation, d/b/a NorthWestern Energy**, the "Grantee", of 600 Market Street West, Huron, South Dakota 57350, its successors or assigns, an electric utility easement, for the installation, maintenance and operation of an underground electrical power line and electrical transformers along with all appurtenances thereto over, under, upon and through the following described lands situated in the County of Davison, the State of South Dakota, to wit:

A strip of land consisting of part of the South Half of the Northwest Quarter (S1/2 NW1/4) of Section Thirty-three (33), Township One Hundred Four North (T104N), Range Sixty West (R60W) of the 5th Principal Meridian, Davison County, South Dakota, containing 0.18 acres, more or less, and more particularly described as:

Commencing at the Southeast corner of Lot One (1) in the S1/2 of the NW1/4 of said Section 33; thence North 47°03'56" West, a distance of 498.55 feet; thence North 43°51'53" East, a distance of 60.00 feet to the Point of Beginning; thence North 47°03'56" West, a distance of 10.00 feet; thence North 43°51'53" East, a distance of 421.19 feet; thence North 47°15'01" West, a distance of 299.95 feet; thence North 39°57'03" East, a distance of 77.25 feet; thence South 47°15'01" East, a distance of 10.01 feet; thence South 39°57'03" West, a distance of 67.24 feet; thence South 47°15'01" East, a distance of 300.62 feet; thence South 43°51'53" West, a distance of 431.22 feet to the Point of Beginning; as illustrated in Exhibit "A" attached hereto.

[The purpose for the above described easement is for an underground electrical power line and electrical transformers along with all appurtenances thereto (the "Facilities").]

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as the Facilities shall be maintained and operated, together with the right of ingress to and egress from said premises for the purpose of surveying, constructing, installing, inspecting, repairing, maintaining, renewing and replacing the property of the Grantee located thereon, or removed thereof, in whole or in part, at the will of the Grantee.

The Grantor further covenants for itself, its lessees, successors, or assigns, that the Grantee, its lessees, successors or assigns shall at all times have the right to cut and remove or trim all trees, bushes and saplings

growing upon said lands above described, or extending over same, so far as may be reasonably necessary for the construction, reconstruction, operation, repair, and maintenance of the Facilities, and shall have the right of access and entry to and upon said above described lands for such purposes.

The Grantee shall pay for all damages to landscaping, gardens, roads, sidewalks, parking lots, driveways, fences, livestock, crops and fields, subject to Grantor providing means of ingress and egress, caused by the construction, reconstruction, repair, replacement, or maintenance of the Facilities.

The Grantor reserves the right to cultivate, use and occupy the above described lands, except that Grantor shall not erect any structures or other objects, permanent or temporary, except fences thereon. Grantor further agrees that Grantor will not perform any act which will interfere with or endanger the Facilities, that Grantor will not plant any trees upon the above described lands without the prior expressed written approval from the Grantee, and that Grantor will not alter the existing ground elevations of such lands so as to result in a ground to conductor clearance of less than the minimum requirements specified by the current edition of the National Electrical Safety Code.

This easement and the rights granted and conveyed here under shall run with the lands above described and shall endure to the benefit of and be binding on the heirs, lessees, successors or assigns of the respective parties hereto.

DATED this ____ day of _____, 2021.

City of Mitchell, South Dakota

By: _____

Its: _____

By: _____

Its: _____

