MONTANA-DAKOTA UTILITIES CO. UNDERGROUND ELECTRIC RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Broadway Properties Inc. 1699 Commercial Av. Sheridan WY.

of hereinafter called OWNER (whether one or more), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and warrants to MONTANA-DAKOTA UTILITIES CO., a Division of MDU RESOURCES GROUP, INC., a corporation, of 400 North Fourth Street, Bismarck, North Dakota 58501, COMPANY, and to its successors and assigns, a perpetual right-of-way and easement for the construction, reconstruction, replacement, operation, maintenance, repair and removal of buried or semiburied electric distribution system, street lighting system or communication system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith, to be located upon, under and within the following real estate in Sheridan County, State of Wyoming, namely:

A perpetual underground electric easement twenty (20) feet wide, being ten (10) feet each side of the following described centerline situated in the SE¼SE¼ of Section 35, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said centerline being more particularly described as follows:

Commencing at the southeast corner of the SE¼SE¼ of said Section 35; thence N44°3'26"W, 611.71 feet to the POINT OF BEGINNING of said easement; thence N89°30'E, 200 feet along said centerline to the POINT OF TERMINUS of said easement.

This easement is also described as the north 20 feet of the west 200 feet of a tract of land described in a warranty deed to Broadway Properties located in BK 444 PG 683 of deeds in the Sheridan County Court House.

COMPANY hereby agrees that it will pay any and all damages that may result to the crops, fences, buildings and improvements on said premises caused by constructing, reconstructing, replacing, maintaining, repairing, operating or removing said electric line.

OWNER, its successors and assigns, agree not to build, create or construct or permit to be built, created, or constructed, any obstruction, building, engineering works or other structures upon, over, or under the strip of land herein described or that would interfere with said electric line or lines or COMPANY'S rights hereunder.

The OWNER also hereby grants to COMPANY, its successors and assigns, the right of ingress and egress for the purposes of the easement and right-of-way described herein.

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 a

easement this
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efore me personally appeared William D. Hein
ne above and foregoing instrument and acknowledged to me thathe and respectively, of
the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.)
Notary Public, State of NOTARY PUBLIC NOTAR
My Commission Expires: () 1 () 5 \(\frac{1}{2} \) \(\frac{1}{2}