

UNDERGROUND EASEMENT

THIS EASEMENT, made this 1<sup>st</sup> day of JUNE, A.D. 19 95, between MONTANA-DAKOTA UTILITIES CO., A DIVISION 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:

B. Bradford Waters and Jacqueline L. Waters, Husband and Wife.

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 15 feet in width, being 7.5 feet left, and 7.5 feet right of the center line as laid out and/or surveyed, or as finally installed on the hereinafter described lands, together with the right to construct, operate, maintain, repair, remove and replace a gas pipeline or lines, including necessary pipes, poles, and fixtures, and a buried or semiburied 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 Sheridan, State of Wyoming, namely:

A tract of land situated in the North East Quarter South East Quarter (NE 1/4SE 1/4) of Section Twenty Seven (27), Township Fifty Six (56) North, Range Eighty Four (84) West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Being a strip of land 15 feet in width, lying 7.5 feet on each side of a centerline described as beginning at a point which bears N.11°49'31"W. distance of 1363.06 feet from the Southeast corner of said Section 27; thence N.31°39'52"W. for a distance of 322.73 feet; thence N.55°55'E. for a distance of 7.5 feet to the point of terminus of this centerline, said point of terminus bears N.15°20'29"W. a distance of 1672.62 feet from the Southeast corner of said Section 27.

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.

IN WITNESS WHEREOF, OWNER has executed this easement as of the day and year first above written.

B. Bradford Waters  
B. Bradford Waters

Jacqueline L. Waters  
Jacqueline L. Waters

STATE OF Wyoming )

County of Sheridan ) ss.

On this 1<sup>st</sup> day of June, 19 95, before me personally appeared B. Bradford Waters and Jacqueline L. Waters

known to me to be the same person S described in and who executed the above and foregoing instrument and acknowledged to

(THIS SPACE FOR RECORDING DATA ONLY)

me that they executed the same, (known to me to be the 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).

Ann L. [Signature]  
Notary Public, Sheridan County,

State of Wyoming

(SEAL)

My Commission Expires: June 7, 1998

W.O. 34521 TRACT NO. 615 L.R.R. No. 35399

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