

MONTANA-DAKOTA UTILITIES CO.
UNDERGROUND EASEMENT

THIS EASEMENT, made this 19 day of September, A.D., 2013, 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:

Ann B. Fuller, Trustee

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement on the hereinafter described lands, together with the right to construct, reconstruct, 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 gas & electric line easement situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9, Township 54 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as described in Exhibit "A" and shown on EXHIBIT "B" attached hereto and by this reference made a part hereof;

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.

Ann B. Fuller

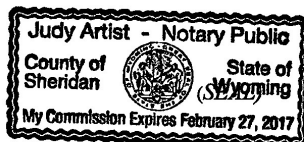
STATE OF Wyoming
COUNTY OF Sheridan : ss

On this the 19th day of September 2013, before me personally appeared Ann B. Fuller

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 he executed the same (known to me to be the Trustee and respectively, of the corporation that is described in and that executed the foregoing instrument, acknowledged to me that such corporation executed the same.)

(THIS SPACE FOR RECORDING DATA ONLY)

Judy Artist
Notary Public, Sheridan County,
State of Wyoming
Residing at Sheridan, Wyoming



My commission Expires 02/27/17

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