

RECORDED APRIL 20, 1998 BK 392 PG 185 NO 282223 RONALD L. DAILEY, COUNTY CLERK

**MONTANA-DAKOTA UTILITIES CO.
UNDERGROUND EASEMENT**

THIS EASEMENT, made this 19 day of MARCH, A.D., 1998, 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: John E. Rice & Sons, Inc., D/B/A/ Wrench Ranch

whose address is: 247 Decker Road, Sheridan WY. 82801

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, 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:

Three easement strips located in the E1/2NE1/4, NE1/4NW1/4, E1/2NW1/4 and SW1/4NE1/4 of Section thirtyfour (34) in T-57N., R-84W., of the 6th P.M., Sheridan County, Wyoming. Said easement strips being Fifteen (15) feet wide, with (7 1/2) feet on either side of the following center line descriptions:

1. Commencing at the Northeast corner of said Section 34, (Monumented with a 4 1/2" Brass Cap Per Sheridan Wyoming Coal Company); thence S 82°15'10"W, 1082.56 feet to the point of beginning, said point lying on the south right of way line of Thunder Ridge Road, (Monumented with a 1 1/2" Aluminum Cap Per PLS 2615); thence S 33° 30'01"E 1182.07 feet to a point, (Monumented with a 1 1/2" Aluminum Cap Per PLS 2615); thence S 16°35'09"W 350.00 feet to the Point of Terminus, (Monumented with a 1 1/2" Aluminum Cap Per PLS 2615), said point being S 19°31'19"W, 1556.56 feet from said northeast corner of Section 34.
2. Commencing at the North quarter corner of said Section 34, (Monumented with a 2" Iron Pipe Per Sheridan Wyoming Coal Company); thence S 65°26'17"W, 489.78 feet to the point of beginning, said point lying on the north right of way line of Thunder Ridge Road; thence N 36° 01'47"W 230.00 feet to the Point of Terminus, said point being S 88°15'57"W, 581.02 feet from said north quarter corner of Section 34
3. Commencing at the North quarter corner of said Section 34, (Monumented with a 2" Iron Pipe Per Sheridan Coal Company); thence S 19°13'02"W, 1473.74 feet to the point of beginning, said point lying on the east right of way line of Thunder Ridge Road as recorded in Drawer "A" of Certificate of Surveys, No. 160; thence N 70° 47'14"E 181.93 feet to a point; thence S 48°55'05"E 54.56 feet to a point; thence S 62°09'26"E 582.00 to the Point of Terminus, said point being S 08°24'46"E, 1657.27 feet from said north quarter corner of Section 34.

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.

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

President: Nellye

Vice President: James L. Jellis

STATE OF Wyoming
COUNTY OF Sheridan :ss

On this 19 day of March, 1998, before me personally appeared Nellye + James Jellis

known to me to be the same person S described in and who executed the above and foregoing instrument and acknowledged to me that + he x executed the same, (known to me to be the President and Vice President respectively, of John E. Rice & Sons, Inc. D/B/A/ Wrench Ranch the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.)

(THIS SPACE FOR RECORDING DATA ONLY)

Kathy J. Silla
Notary Public, Sheridan County,

State of Wyoming

Residing at 1726 W. 16th St. Sheridan

KATHY J. SILLA - NOTARY PUBLIC

County of SE
Sheridan

State of
Wyoming

My Commission Expires August 16, 2000

My Commission Expires

W.O. J68144 TRACT NO. _____ L.R.R. NO. OVC