

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

THIS EASEMENT, made this 10 day of Nov, A.D., 20 16, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota 58501, CenturyLink Inc., and Charter Communications, hereinafter called "COMPANIES," its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely:

Gary B. Mefford and Richard O. Mefford, as tenants in common

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANIES, its successors and assigns, an easement 5 feet in width, 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: as follows:

A strip of land being the east five (5) feet of Lots 1, 3, 5 and 7, Block 23, Town of Big Horn, and the east five (5) feet of the south fifteen (15) feet of Vacated South Second Street lying west of the extension of the east line of said Lot 1, Block 23, Town of Big Horn, Sheridan County, Wyoming. Said strip of land is adjoining the west ten (10) feet of the Vacated Alley and that portion of Vacated South Second Street as recorded in Book 462 of Deeds, Page 284.

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 COMPANIES rights hereunder.

OWNER hereby grants to COMPANIES, 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.

COMPANIES 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 COMPANIES 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.

Gary B Mefford  
Gary B. Mefford  
Richard O Mefford  
Richard O. Mefford

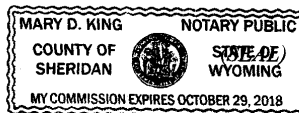
STATE OF Wyoming )  
COUNTY OF Sheridan ) : ss

On this the 10<sup>th</sup> day of NOVEMBER 2016, before me personally appeared  
GARY B. MEFFORD & RICHARD O. MEFFORD

known to me, or satisfactorily proved to be the persons described in and who executed the above and fore going instrument and acknowledged to me that they executed the same (known to me to be the owner and owner 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)

Mary D King  
Notary Public, Sheridan County,  
State of Wyoming  
Residing at Sheridan



My commission Expires 10-29-2018  
WO \_\_\_\_\_ TRACT NO \_\_\_\_\_ LRR NO \_\_\_\_\_