

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

THIS EASEMENT, made this 16th day of May, A.D., 2006, 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:

Mullinax Concrete Service Co. Inc
615 Fort 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 25 feet in width, being 12.5 feet left, and 12.5 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 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:

An underground utility easement twenty (25) feet wide, being ten (12.5) feet each side of the following described centerline situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 15, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming; said centerline being more particularly shown on the attached Exhibit "A" attached hereto and by 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.

Robert Mullinax
President

N.H. Mullinax
V.P.

STATE OF Wyoming
COUNTY OF Sheridan :SS

On this 16 day of May, 2006, before me personally appeared Robert Mullinax and N.H. Mullinax known to me to be the same person S described in and who executed the above and foregoing instrument and acknowledged to me that they executed the same, (known to me to be the President and Vice President respectively, of 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)

551573 EASEMENT
BOOK 477 PAGE 0671
RECORDED 09/01/2006 AT 04:00 PM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

James S. Sorenson
Notary Public, _____ County,
State of _____
Residing at _____
JAMES S. SORENSON - Notary Public
County of Sheridan State of Wyoming
My Commission Expires _____

My Commission Expires: 9-10-08

671

W0# 858410.0800

