

PERMANENT UTILITY EASEMENT**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, JEAN-FRANCOIS JULIEN and MICHELLE H. JULIEN, husband and wife, hereinafter referred to as Owners, for and in consideration of One Dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to SIDNEY NACHTIGALL and JENIFER NACHTIGALL, husband and wife, hereinafter referred to as Grantees, and to their heirs, assigns, and successors in interest, a permanent and perpetual easement and right-of-way for utilities in and over the following described real estate as more particularly set forth on Exhibit A attached hereto:

Lot Six (6) of Long Acre Square except the West 91.5 feet thereof, located in the Southeast Quarter of the Northeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Eight, Township One North, Range Eight East of the Black Hills Meridian, Pennington County, South Dakota.

Owners, their heirs and assigns, hereby grant to Grantees, their heirs, assigns, and successors in interest, the right and authority to excavate trenches upon said easement and right-of-way and to place within said trenches utilities, including, but not limited to, water and sewer lines, as a means of transporting said utilities across the above-described real estate. Owners do also hereby grant unto Grantees, their heirs, assigns, and successors in interest, the right, privilege, and authority to go upon said easement and right-of-way at any time to make repairs to said utilities and for that purpose to excavate upon said right-of-way for said repair and to lay additional utilities along said right-of-way for the purpose of maintaining and enlarging the utilities and for maintenance of said utilities.

Owners hereby agree that no structure, building, or other obstruction will be placed on the above-described easement. Grantees, their heirs, assigns, and successors, shall have the right to enter upon said premises for the purpose of laying, constructing, maintaining, repairing, removing, and making utility connections.

Grantees agree to leave the subject easement area in a neat and sightly condition following any excavation or other work upon said easement. Owners shall not be responsible for maintenance of the utilities that are the subject of this easement and right-of-way.

As consideration for the easement contained herein, Grantees agree to construct a water and a sewer access point at owners' property line.

Dated this 28 day of NOV, 2001.

OWNERS:


JEAN-FRANCOIS JULIEN


MICHELLE H. JULIEN

GRANTEES:


SIDNEY NACHTIGALL

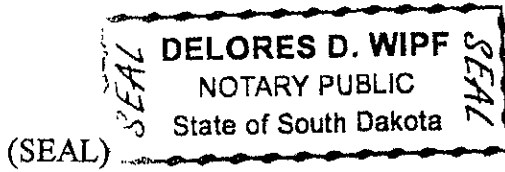

JENIFER NACHTIGALL

State of South Dakota)
) ss.
County of Pennington)

On this the 28 day of November, 2001, before me, the undersigned officer,

personally appeared JEAN-FRANCOIS JULIEN and MICHELE H. JULIEN, known to me or satisfactorily proven to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



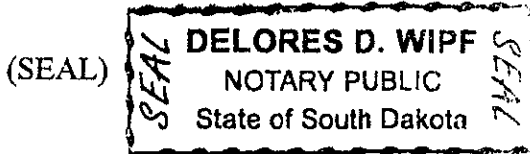
Delores D Wipf
 Notary Public
 My commission expires:

My Commission Expires
 September 1, 2007

State of South Dakota)
) ss.
 County of Pennington)

On this the 28 day of November, 2001, before me, the undersigned officer, personally appeared SIDNEY NACHTIGALL and JENIFER NACHTIGALL, known to me or satisfactorily proven to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Delores D Wipf
 Notary Public

My commission expires: My Commission Expires
 September 1, 2007

DOCUMENT PREPARED BY:

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