

**MONTANA-DAKOTA UTILITIES CO.  
COMBINATION ELECTRIC AND GAS EASEMENT**

THIS EASEMENT, made this 18 day of September, 2006, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota, hereinafter called "COMPANY", its successors and assigns, and the following-named persons, hereinafter, whether singular or plural, called "OWNER", namely: Jonathan W. Peldo and Cathy M. Peldo, husband and wife, as tenants by the entirety, whose address is 95 Metz Road, Sheridan, WY, 82801

WITNESSETH, that for valuable consideration 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 centerline as laid out and/or surveyed, or as finally installed on the hereinafter described lands, and the right to construct, reconstruct, increase the capacity of, operate, maintain, repair and remove one electric line, consisting of pole structures supporting one or more power circuits, together with crossarms, cables, communications lines, wires, guys, supports, anchors, fixtures, and such other structures, installations and facilities used in the construction, reconstruction, operation, increasing the capacity of, maintenance, repair and removal of said electric line, and to cut and trim trees and shrubbery located within 15 feet of the centerline of said line or where it may interfere with or threaten to endanger the operation or maintenance of said line, and to license, permit or otherwise agree to the joint use or occupancy of the line by any other persons, associations or corporations. Said line may be constructed either overhead, as described above, or underground, or the said line, if constructed overhead, may be converted from overhead to an underground line at some future time.

OWNER additionally grants COMPANY, its successors and assigns, the right to construct, increase the capacity of, operate, maintain, repair, remove and replace a gas pipeline or lines, including necessary pipes, poles, and fixtures, and a buried or semi-buried 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. Said Combination Electric, and Gas lines may be located through, over, under, and across the following-described real estate, situated in the County of SHERIDAN, State of WYOMING, namely:

A 15 foot wide strip of land along the southerly boundary of the following described land:

A tract of land situated in the SW1/4NE1/4; SE1/4NW1/4; NE1/4SW1/4 and NW1/4SE1/4 of Section 21, Township 55 North, Range 84 West of the 6<sup>th</sup> P.M., County of Sheridan, State of Wyoming, Known as Tract 13, of the unofficial Subdivision of Metz Big Horn Ranch, and being more particularly described as follows, to-wit:

Beginning at a point which bears North 89°38' East a distance of 2546 feet from a point which bears South 1°15' East a distance of 1993 feet from the Northwest corner of said Section 21; thence South 0°06' West a distance of 1200 feet; thence North 89°38' East a distance of 702.5 feet; thence North 0°06' East a distance of 1200 feet; thence North 89°38' West a distance of 702.5 feet to the point of beginning, containing an area of 19.35 acres, more or less.

OWNER, its successors and assigns, agrees not to build, create or construct or permit to be built, created, or constructed any obstruction, building, engineering works or other structures upon, over, or under the strip of land herein described or that would interfere with said electric line, gas line, 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, reconstructing, increasing the capacity of, maintaining, converting to underground, operating, replacing, repairing or removing said electric line, gas line, or underground line and for the purpose of doing all necessary work in connection therewith.

Said electric line and every part thereof shall be confined to the area granted under this Easement, except that the COMPANY shall have the right of placing and maintaining guys and anchors at greater distance from said centerline where necessary to support said electric line.

COMPANY agrees that it will pay any and all damages that may result to the crops, fences, buildings, and improvements on said premises caused by laying, constructing, reconstructing, increasing the capacity of, maintaining, converting to underground, operating, replacing, repairing or removing said electric line, gas line, or 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 a 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.

*Jonathan W Peldo*  
*Cathy M Peldo*

STATE OF Wyoming  
COUNTY OF Sheridan

On this the 18 day of September 2006, before me personally appeared Jonathan W Peldo  
Cathy M Peldo

known to me, or satisfactorily proved to be the person 5 described in and who executed the above and fore going instrument and acknowledged to me that the y executed the same (known to me to be the

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RECORDED 12/26/2006 AT 10:10 AM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

husband and wife  
respectively, of the corporation that is described in and that executed the foregoing instrument, acknowledged to me that such corporation executed the same.)

Notary Public, Sheridan County,

State of Wyoming

My commission Expires June 5 2007



WO-5941101