

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

THIS EASEMENT, made this 9 day of OCTOBER, 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:

**Old Apostolic Lutheran Church of Sheridan, a non-profit corporation, whose address is P.O. Box 4024, 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, across 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 strip of land 15 feet in width, being the north 15 feet of the south 45 feet also described as the 15 feet adjacent to and continuous with the North right of way line of County Road 62 also known as Metz Road of the following described land;**

**A tract of land located in the N1/2SW1/4 and the S1/2NW1/4 of Section 21, T55N, R84W of the 6<sup>th</sup> P.M., Sheridan County, Wyoming, being more particularly described as follows:**

**Beginning at a point located N36°10'43"E, 3351.29 feet from the Southwest corner of said Section 21; thence N89°18'30"E, 654.38 feet; thence S00°03'42"W, 630.00 feet to a point in the right-of-way of County Road 3-62 (Metz Road); thence along a line within said right-of-way, S89°19'13"W, 459.20 feet; thence N04°31'23"W, 31.00 feet to the North right-of-way line of said County Road 3-62; thence leaving said right-of-way, N04°31'23"W, 88.05 feet; thence S89°19'13"W, 179.05 feet; thence N00°40'47"W, 511.03 feet to the point of beginning. Said tract contains 8.904 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.

Philip A. Granger  
CHAIRMAN

STATE OF Wyoming )  
 ) ss.  
COUNTY OF Sheridan )

On this the 9th day of October, 2006, before me personally appeared Philip A. Granger

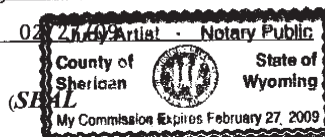
known to me, or satisfactorily proved to be the person \_\_\_\_\_ described in and who executed the above and fore going instrument and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same (known to me to be the  
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561324 EASEMENT  
BOOK 480 PAGE 0371  
RECORDED 12/26/2006 AT 10:10 AM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

\_\_\_\_\_  
Chairman and \_\_\_\_\_  
respectively, of the corporation that is described in and that executed the foregoing instrument, acknowledged to me that such corporation executed the same.

Judy Artest  
Notary Public, Sheridan County,  
State of Wyoming

My commission Expires 02/27/2009



WO 5841/01 TRACT NO \_\_\_\_\_ LRR NO \_\_\_\_\_