

**MONTANA-DAKOTA UTILITIES CO.
UNDERGROUND ELECTRIC RIGHT-OF-WAY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned

Kenneth A. Anderson, as Trustee, and his successors in trust, of The Kenneth A. Anderson Revocable Trust, dated October 24, 2000
P.O. Box, Big Horn WY 82833

of hereinafter called OWNER (whether one or more), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and warrants to MONTANA-DAKOTA UTILITIES CO., a Division of MDU RESOURCES GROUP, INC., a corporation, of 400 North Fourth Street, Bismarck, North Dakota 58501, COMPANY, and to its successors and assigns, a perpetual right-of-way and easement for the construction, reconstruction, replacement, operation, maintenance, repair and removal of buried or semiburied electric distribution system, street lighting system or communication system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith, to be located upon, under and within the following real estate in Sheridan County, State of Wyoming, namely:

A Tract of land situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28, T55N, R84W of the Sixth Principal Meridian, Sheridan County, Wyoming; this tract being a strip of land 10 feet in width, lying 5 feet on each side of a centerline described as follows:

Beginning at a point which bears S 0°7'12" W a distance of 50.54 feet from the East $\frac{1}{4}$ Corner of said Section 28; thence N 50°46'45" W for a distance of 24.9 feet; thence N 83°41'32" W for a distance of 75.94 feet; thence S 89°32'22" W for a distance of 504.6 feet; thence N 31°15'40" W for a distance of 5.82 feet; thence N 3°56'34" W for a distance of 6.4 feet; thence N 53°14'57" W for a distance of 20.29 feet to the point of terminus for this centerline; said point of terminus bears S 89°21'06" W a distance of 619.22 feet from the East $\frac{1}{4}$ Corner of said Section 28.

COMPANY hereby agrees that it will pay for and/or repair any and all damages that may result to the crops, grasses, fences, buildings and improvements on said premises caused by constructing, reconstructing, replacing, maintaining, repairing, operating or removing said electric line.

COMPANY hereby agrees that it will pay for and/or repair any ground settling on said premises caused by constructing, reconstructing, replacing, maintaining, repairing, operating or removing said electric line.

OWNER, its successors and assigns, agree 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 or lines or COMPANY'S rights hereunder.

The OWNER also hereby grants to COMPANY, its successors and assigns, the right of ingress and egress for the purposes of the easement and right-of-way described herein.

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 signed this grant of easement this 11 day of October.

BY:

Kenneth A. Anderson

Kenneth A. Anderson, Trustee

STATE OF Wyoming)
):ss

COUNTY OF Sheridan)

On this 11 day of October, 2006, before me personally appeared Kenneth A. Anderson

known to me to be the same person described in and who executed the above and foregoing instrument and acknowledged to me that he executed the same, (known to me to be the _____ and _____ respectively, of

(THIS SPACE FOR RECORDING DATA ONLY)

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RECORDED 12/26/2006 AT 10:15 AM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

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

James S. Sorenson
Notary Public, Sheridan County,
State of Wyoming

Residing at JAMES S. SORENSON - Notary Public
County of Sheridan State of Wyoming
My Commission Expires 9-10-08

My Commission Expires: _____

W.O. _____ L.R.R NO _____

FILE NO. _____ TRACT NO. _____