

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

THIS EASEMENT, made this 6th day of January, A.D., 2003, 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:

Walter R. Orum, Sr., a married person dealing in his sole and separate property.

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 10 feet in width, 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 gas pipeline or lines, including necessary pipes, poles, and fixtures, and a buried or semiburied electric distribution 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:

A tract of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Being a strip of land 10 feet in width, lying 5 feet on each side of a centerline described as beginning at a point which bears N 26°0'16" E a distance of 3,013.13 feet from the southwest Corner of said Section 25, thence S 0°53' W for a distance of 1,442.66 feet to the point of terminus for this centerline, this point of terminus bears N 47°02'19" E a distance of 1,828.44 feet from the Southwest Corner of said Section 25.

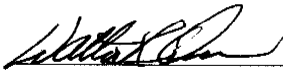
OWNER agrees not to build, create or construct or permit to be built, created, or constructed, any obstruction, building, engineering works or other structures over, under, or that would interfere with said underground lines or COMPANY'S rights hereunder.

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 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.



Walter R. Orum

COUNTY OF Johnson :SS

On this 6th day of January, 2003 before me personally appeared Walter R Orum

known to me to be the same person described in and who executed the above and foregoing instrument.

(THIS SPACE FOR RECORDING DATA ONLY)

561350 EASEMENT
BOOK 480 PAGE 0389
RECORDED 12/26/2006 AT 10:30 AM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

Notary Public, Johnson County,

State of Wyoming

Residing at Buffalo

(SEAL)

My Commission Expires: 6-14-03

W.O. 123825 TRACT NO. _____ L.R.R NO. _____

