

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

THIS EASEMENT, made this 11<sup>th</sup> day of JANUARY, A.D., 2007, 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:

GL ROSS CONSTRUCTION, LLC

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 5 feet in width, being 5 feet left, and 0 feet right of the center line 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, street lighting 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 or strip of land located in Lot #3 of the Pinder Minor Second Subdivision to the City of Sheridan Wyoming, being 5 feet in width, 5 feet on the left side and 0 feet on the right side of following described centerline:

Beginning at a point located at the southeast corner of said Lot #3; thence N. 00° 36' 10" E.  
for a distance of 185.03 feet.

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.

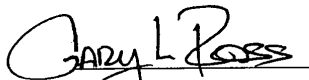
OWNER hereby grants to COMPANY, its successors and assigns, the right at all reasonable times to enter upon said premises for the purpose of laying, constructing, maintaining, operating, replacing, repairing or removing said underground lines and for the purpose of doing all necessary work in connection 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.

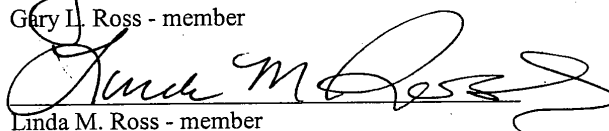
If the herein described lands are in the State of North Dakota, this easement is limited to a term of 99 years.

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.



Gary L. Ross - member



Linda M. Ross - member

STATE OF Wyoming

COUNTY OF Sheridan :SS

On this 11th day of January, XX2007, before me personally appeared Gary L. Ross and Linda M. Ro

known to me to be the same persons s described in and who executed the above and foregoing instrument and acknowledged to me that t he y executed the same, (known to me to be the member and member respectively, of

G. L. Ross Construction LLC

foregoing

(THIS SPACE FOR RECORDING DATA ONLY)

566446 EASEMENT  
BOOK 482 PAGE 0255  
RECORDED 02/27/2007 AT 10:15 AM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

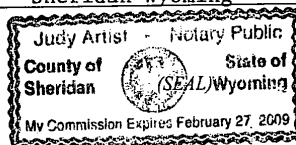
the corporation that is described in and that executed the

instrument, and acknowledged to me that such corporation executed the same.)

  
Notary Public, Sheridan County,

State of Wyoming

Residing at Sheridan Wyoming



My Commission Expires: 02/27/09

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