

MONTANA-DAKOTA UTILITIES CO. UNDERGROUND EASEMENT

THIS EASEMENT, made this 10th day of September, 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, its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely:

Elmer Milton Mydland and Karen S. Mydland, Trustees
of the Elmer Milton Mydland Trust dated May 1, 2006
9514 Powder House Road
Cheyenne, WY 82009-8615

Mervin Jordan Mydland
9506 Branding Iron Drive
Cheyenne, WY 82009

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 16 feet in width, being 8.0 feet left, and 8.0 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 communications line or lines, 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 through, over, under, and across the following described real estate, situated in the County of Sheridan, State of Wyoming namely:

A Sixteen (16) foot wide Underground Easement situated in the SE1/4NW1/4 of Section 15, Township 55 North, Range 84 West of the 6th P. M., Sheridan County, Wyoming, being briefly described as follows: A strip of land being 16 feet wide being parallel and adjacent to the recorded post constructed right of way boundary of Girls School Road, A/K/A Big Horn Avenue or County Road No. 115, record number 398172 as recorded in the Sheridan County Clerks Office, Sheridan County, State of Wyoming, beginning on southeast property line; thence northerly to the northeast property line, thence westerly to the west property line, as shown on EXHIBIT "A" attached hereto and by this reference made a part hereof.

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

Elmer Milton Mydland
Elmer Milton Mydland

Karen S. Mydland
Karen S. Mydland

Trustees of the Elmer Milton Mydland Trust Dated May 1, 2006

Mervin Jordan Mydland
Mervin Jordan Mydland

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

On this the 10 day of Sept, 2007, before me personally appeared Elmer M, Karen S + Mervin J Mydland known to me, or satisfactorily proved to be the person s described in and who executed the above and fore going instrument and acknowledged to me that they executed the same (known to me to be the _____ and _____ respectively, of the corporation that is described in and that executed the foregoing instrument, acknowledged to me that such corporation executed the same.)

(this space for recording data only)

William B Mc Coy
Notary Public

SEAL

596632 EASEMENT
BOOK 492 PAGE 0298
RECORDED 01/08/2008 AT 08:00 AM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

My Commission Expires 5-14-09
W.O. _____ Tract NO. _____ LLR NO. 37884

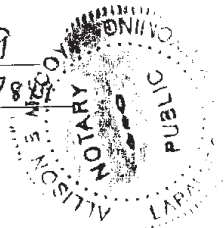


EXHIBIT A

16.0' UNDERGROUND UTILITY EASEMENT

MONTANA DAKOTA UTILITIES

SE1/4NW1/4, SEC. 15, T-55-N, R-84-W, 6TH P.M. Sheridan County, Wy

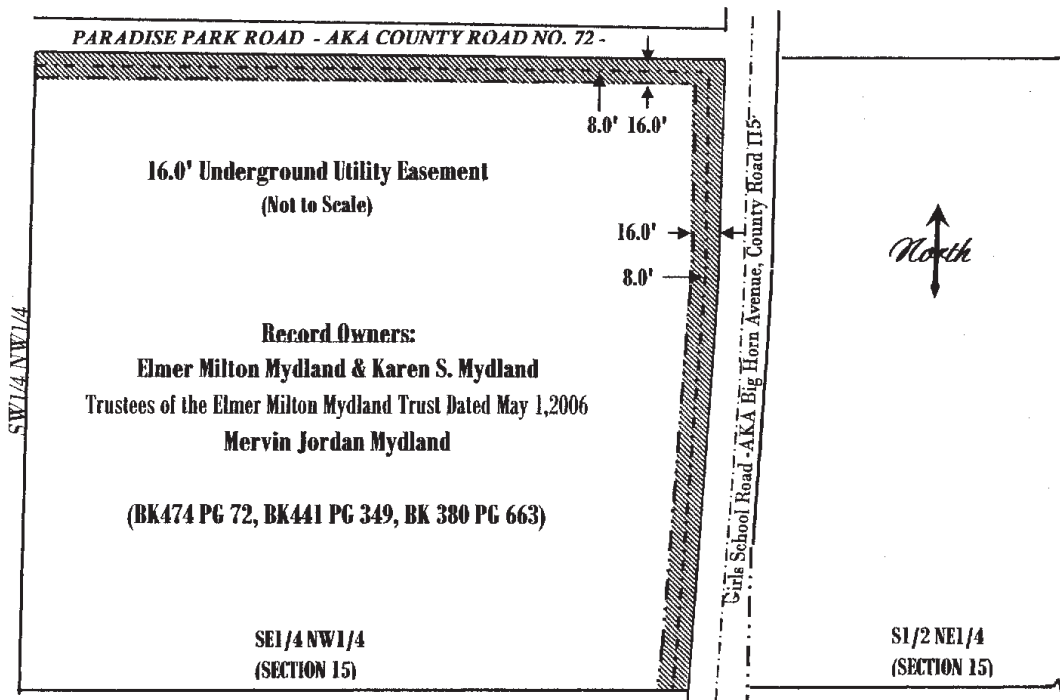
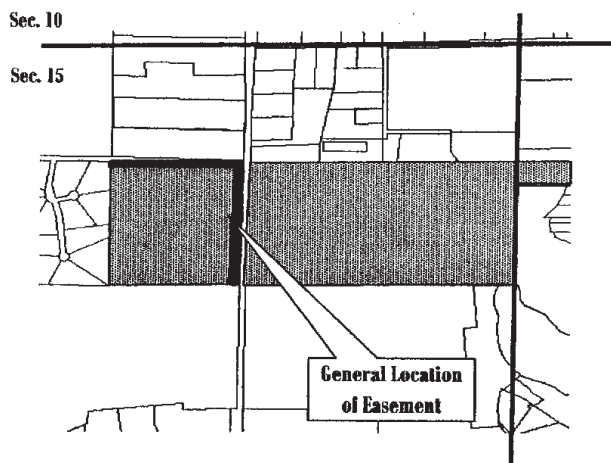


Exhibit "A" which has been attached to and made a part of the Underground Utility Easement is to be used for illustration purposes only and not to be construed as a final survey of location



Date: _____ Work Order No: _____

1812 Sugarland Drive, Suite 108, PMB 198
Sheridan, Wyoming 82801



Ph: 307.673.1611