

NUM PAGES 3
DOC TAX _____ PD _____ CHG _____ RET _____
FEES 10.50 PD X CHG _____ RET _____
TOTAL _____
CK NUM 6313 (11.50) BY NorthWestern
6314 (5.00) BY Energy
REC'D _____
RETURN Northwestern Energy
PO Box 1318
Huron, SD 57350-1318

Computer MR
Cards _____
Compared JS
Scanned CF

Inst: 2012 - 291
RECORDED
BUFFALO COUNTY, NE
2012 JA 13 PM 2:05
Kellie John
REGISTER OF DEEDS

REGISTRAR'S NOTE: Plat shows
Section 10, Township 8 North,
Range 16 West of the 10th P.M./
Recorded as Presented

SPACE ABOVE RESERVED FOR REGISTER OF DEEDS OFFICE RECORDING INFORMATION

RETURN TO: Northwestern Energy
PO Box 1318
Huron, SD 57350

TITLE OF DOCUMENT: Gas Utility Easement

Prepared By: R. Gogolin
 NorthWestern Energy
 600 Market Street West
 Huron, SD 57350-1500
 Phone 605/353-7528

GAS UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That KEARNEY REGIONAL MEDICAL CENTER, LLC f/k/a WNH, LLC Grantor of the County of Buffalo, the State of Nebraska for and in consideration of the sum of one Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, remise, convey and relinquish unto Northwestern Corporation, a Delaware Corporation, d/b/a Northwestern Energy, Grantee, of Huron, South Dakota, its successors or assigns, a gas utility easement, for the installation, maintenance and operation of a natural gas pipeline along with all appurtenances thereto over, under, upon and through the following described lands situated in the County of Buffalo, the State of Nebraska, to wit:

The South Five feet (5') of the North Fifty-five feet (55') of Lot One (1) in Block One (1) and the South Five feet (5') of the North Fifty-five feet (55') of Lot One (1) and Lot Two (2) in Block Two (2) of Western Nebraska Property Development Addition to the City of Kearney, a part of the Northeast Quarter (NE1/4) of Section Ten (S10), Township Eight North (T.8 N.), Range Sixty-one West (R.61 W.) of the Sixth (6th) Principal Meridian, Buffalo County Nebraska.

(The purpose of the above described easement is for a natural gas pipeline along with all appurtenances thereto)

TO HAVE AND TO HOLD unto said NORTHWESTERN CORPORATION, its successors and assigns, so long as such natural gas pipeline along with all appurtenances thereto shall be maintained and operated, together with the right of ingress and egress from said premises for the purpose of surveying, constructing, installing, inspecting, repairing, maintaining, renewing and replacing the property of the Grantee located thereon, or removed thereof, in whole or in part, at the will of the Grantee.

The Grantor further covenants for itself, its lessees, successors, or assigns, that the Grantee, its lessees, successors or assigns shall at all times have the right to cut and remove or trim all trees, bushes and saplings growing upon said lands above described, or extending over same, so far as may be reasonably necessary for the construction, reconstruction, operation, repair, and maintenance of said natural gas pipeline along with all appurtenances thereto, and shall have the right of access and entry to and upon said above described lands for such purposes.

The Grantee shall pay for all damages to landscaping, gardens, roads, sidewalks, parking lots, driveways, fences, livestock, crops and fields, subject to Grantor providing means of ingress and egress, caused by the construction, reconstruction, repair, replacement, or maintenance of said natural gas pipeline.

The Grantor reserves the right to use and occupy the above described lands, Grantor agrees not to erect any structures or other objects, permanent or temporary thereon, Grantor further agrees that Grantor will not perform any act which will interfere with or endanger said natural gas pipeline, that Grantor will not plant any trees upon the above described lands without the prior expressed written approval from the Grantee

This easement and the rights granted and conveyed here-under shall run with the lands above described and shall endure to the benefit of and be binding on the heirs, lessees, successors or assigns of the respective parties hereto.

Dated this 9 day of September, 2010, at Kearney, Nebraska

KEARNEY REGIONAL MEDICAL CENTER, LLC

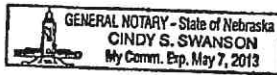
By: Sean Denney
Sean Denney
Title: Chairman of Board
Chairman of Board

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF BUFFALO) SS

On this 9th day of September, 2010, before me, Cindy Swanson the undersigned Notary Public, personally appeared Sean Denney known to me to be the Chairman of Kearney Regional Medical Center, LLC described in and who executed the foregoing and within instrument and acknowledged to me that Kearney Regional Medical Center, LLC executed the same.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Cindy S. Swanson
Notary Public

My commission expires 05/07, 2013