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COUNTER VERIFY PROOF_ FEES\$ CHECK # JHC. REFUND SHORT

EASEMENT FOR GAS LINES AND APPURTENANCES

THIS EASEMENT, made and entered into this 27 day of March, 2009, by and between Dowd Grain Company, Inc., a Nebraska corporation, "GRANTOR", and Black Hills/Nebraska Gas Utility Company, LLC, a Delaware limited liability company, d/b/a Black Hills Energy "GRANTEE".

After recording mail to: Black Hills Energy

1815 Capitol Avenue Omaha, NE 68102 Attn: Sandy Hough

KNOW ALL MEN BY THESE PRESENTS: That the "GRANTOR", in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement to enter upon the lands of Grantor to survey, construct, operate, patrol, inspect, maintain, alter, add pipes, repair, rebuild and remover on under said lands and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and distribution of gas and all appurtenances and appliances necessary in connection therewith, together with the right of ingress and egress to and from the said lines of Grantee on the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantor's lands, which said lands of Grantor, situate in the County of Sarpy, in the State of Nebraska further described on Exhibit A attached hereto and incorporated herein by this reference.

Grantee may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or adjacent to the above described easement whenever, in its judgment, such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress and egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused thereby.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to cultivate, use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without written permission from Grantee. In addition, the granting of any subsequent easements to third parties that either cross Grantee's gas lines or are situated within five feet of Grantee's gas lines shall require written permission from Grantee. RUR Black Hills Energy

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Grantee, its successors and assigns, agrees to pay for any damage caused to land, growing crops, fences, livestock or other personal property of Grantor from the construction, operation or maintenance of said lines.

Title to said lines shall be and remain in said Grantee.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensees, successors or assigns forever. This easement shall run with the land and shall be binding upon Grantor and Grantor's heirs, personal representatives, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easement of record.

IN WITNESS WHEREOF, the said GRANTOR has executed this easement the day and year first above written.

DOWD GRAIN COMPANY, INC.

By: Lourd Lourd

Its: Fresident

On this 27 day of March 2009, before me personally appeared Dune Dowd, to me personally known, who being by me duly sworn (or affirmed), did say that he is the President of Dowd Grain Company, Inc., a Nebraska corporation, and that said instrument was signed on behalf of said corporation.

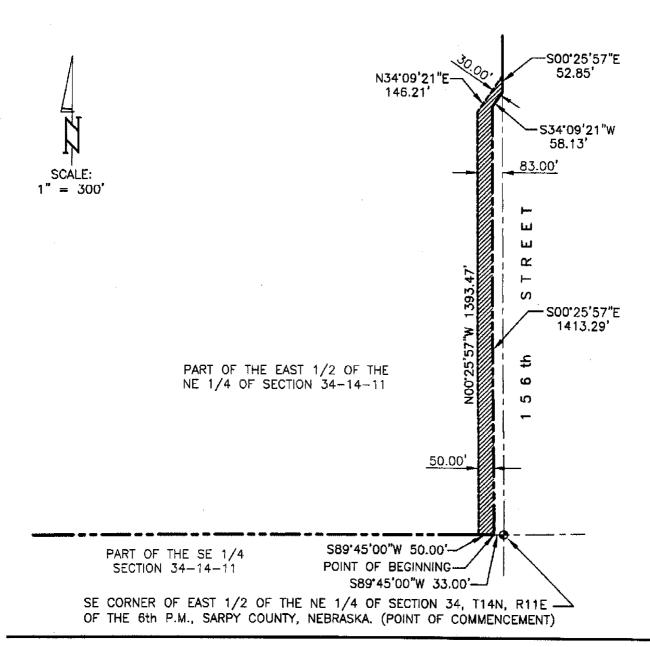
IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Print Name Ray L Gustafson
Notary Public in and for said County and State

My commission expires Oct, 8, 2011

This easement is not valid without attached Exhibit C (5 sheets), the proposed location and depth of the gas line and the grant of the easement is dependent upon boring and burying the gas line to the proposed minimum depth or greater.





LEGAL DESCRIPTION

THAT PART OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 34, T14N, R11E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID EAST 1/2; THENCE S89'45'00"W (ASSUMED BEARING) 33.00 FEET ON THE SOUTH LINE OF SAID EAST 1/2 TO THE WEST LINE OF 156th STREET AND THE POINT OF BEGINNING; THENCE CONTINUING S89'45'00"W 50.00 FEET ON THE SOUTH LINE OF SAID EAST 1/2; THENCE NO0'25'57"W 1393.47 FEET ON A LINE 83.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID EAST 1/2; THENCE N34'09'21"E 146.21 FEET TO THE EAST LINE OF SAID EAST 1/2; THENCE S00'25'57"E 52.85 FEET ON THE EAST LINE OF SAID EAST 1/2 TO THE NORTHWEST LINE OF 156th STREET; THENCE S34'09'21"W 58.13 FEET ON THE NORTHWEST LINE OF 156th STREET; THENCE S00'25'57"E 1413.29 FEET ON THE WEST LINE OF 156th STREET AND ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID EAST 1/2 TO THE POINT OF BEGINNING.

CONTAINING 1.68 ACRES MORE OR LESS.

EXHIBIT A

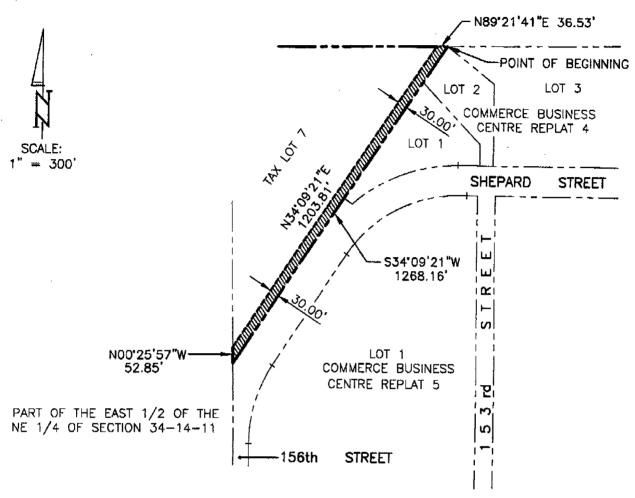
BLACK HILLS ENERGY

TD2 FILE NO.: 1434-133-1 (EX5)

DATE: SEPT. 30, 2008

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860





LEGAL DESCRIPTION

THAT PART OF TAX LOT 7 IN THE NW 1/4 OF THE NW 1/4 OF SECTION 35, T14N, R11E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 2, COMMERCE BUSINESS CENTRE REPLAT 4, A SUBDIVISION IN SAID SARPY COUNTY; THENCE S34'09'21"W 1268.16 FEET ON THE NORTHWEST LINE OF SAID COMMERCE BUSINESS CENTRE REPLAT 4 AND ITS SOUTHWESTERLY EXTENSION TO THE WEST LINE OF SAID NW 1/4; THENCE NOO'25'57"W 52.85 FEET ON THE WEST LINE OF SAID NW 1/4; THENCE N34'09'21"E 1203.81 FEET ON A LINE 30.00 FEET NORTHWEST OF AND PARALLEL WITH THE NORTHWEST LINE OF SAID COMMERCE BUSINESS CENTRE REPLAT 4 AND ITS SOUTHWESTERLY EXTENSION TO THE SOUTH LINE OF STATE HIGHWAY 370; THENCE N89'21'41"E 36.53 FEET ON THE SOUTH LINE OF STATE HIGHWAY 370 TO THE POINT OF BEGINNING.

CONTAINING 0.85 ACRES MORE OR LESS.

EXHIBIT A

BLACK HILLS ENERGY TD2 FILE NO.: 1434-133-1 (EX6) DATE: SEPT. 30, 2008
THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

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BLACK HILLS ENERGY SCHRAM ROAD GAS MAIN

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PROJECT LOCATION

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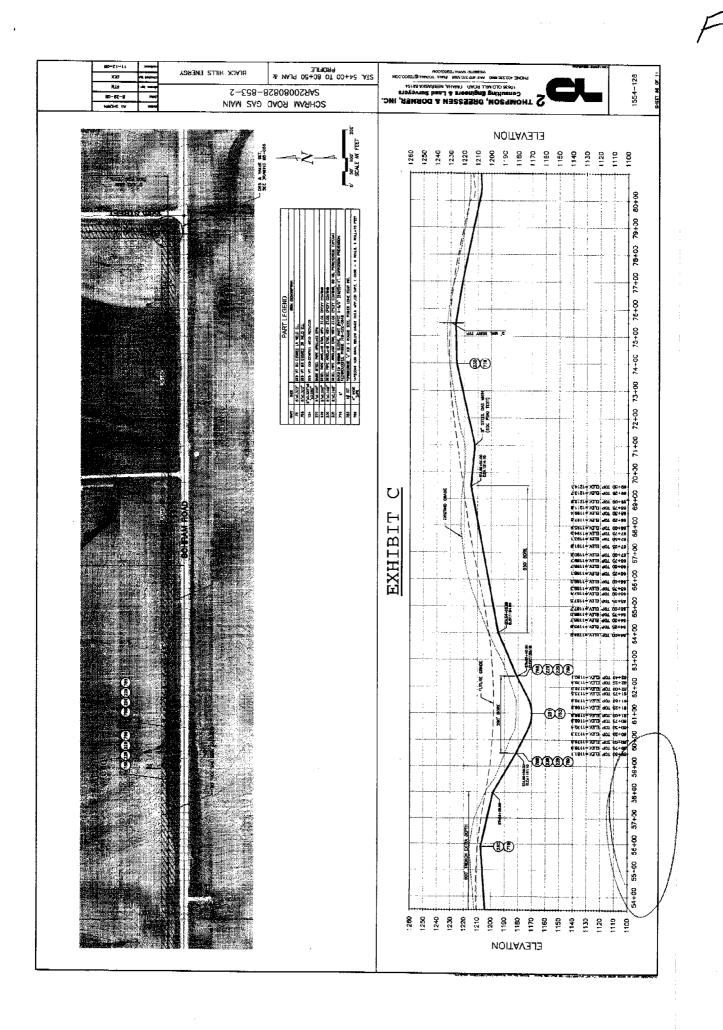
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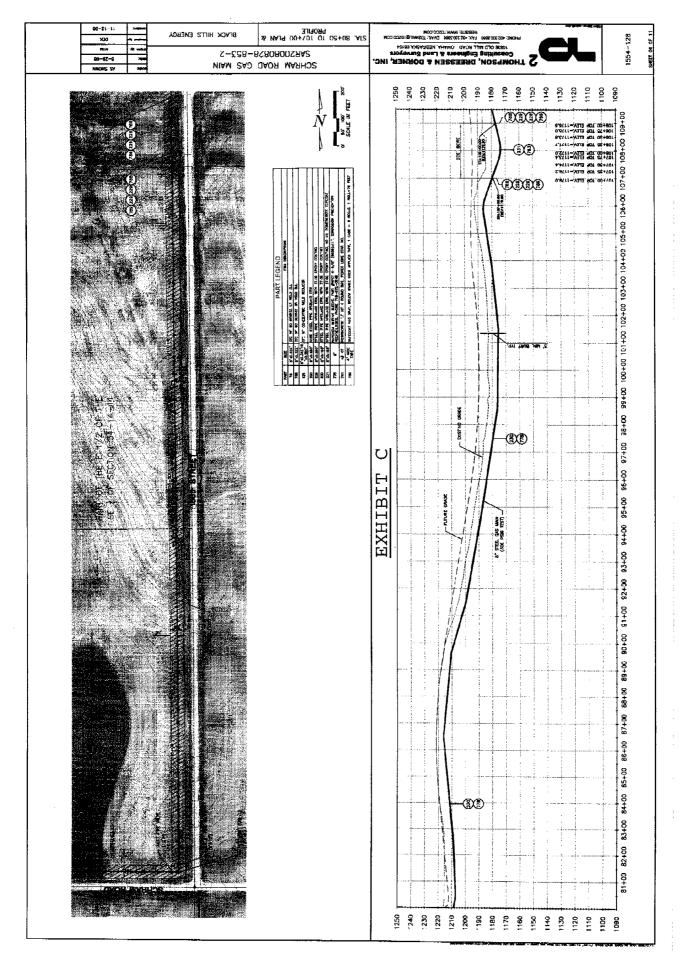
REVISION HISTORY

MAT BELLING. 13-48 J. C. S. C. A. A. Mar. Dec Selbs.

SIA 28+00 TO 54+00 PLAN & BLACK HILLS ENERGY 1554-128 Z THOMPSON, DREESSEN & DORNER, INC.
1956 OLD HILL ROW OLD WILL WERSEL BEST 2-838-858080059AZ **SCHKAM ROAD GAS MAIN ELEVATION** 1240 1220 1220 1220 1210 1130 1130 11150 11150 11100 11100 54+00 53+00 52+00 51+00 S. RIN' BOWN LAB 50+00 충 \$ 10041 - ATU du C2441 - ATU du *9241 - ATU du *9241 - ATU du *9241 - ATU du *1004 - ATU du *1004 - ATU du *1004 - ATU du 43+00 00+64 62+24 56-22 56-22 56-22 **DD** 8 46+00 45+00 **+4**+00 43+00 +2+00 EXHIBI 41+00 8 39+00 EXX (3)(2) 38+00 7 1011 - A313 db. 00-26
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