FILED SARPY CO. NE.
INSTRUMENT NUMBER
2008 - 22514
2008 AUG -6 A 7:57

REGISTER OF DEEDS

EXECUTION COPY

COUNTER AH C.E. D
VERIFY A D.E.
PROOF
FEES $ 533.00
CHECK # 982087-17632403
CHG CASH
REFUND 3.00 CREDIT
CHGBK NON

WHEN RECORDED RETURN TO:
Black Hills Corporation
350 Indiana Street, Suite 400
Golden, Colorado 80401
Attn: Carolyn Sheffield

ASSIGNMENT OF EASEMENTS

This Assignment of Easements ("Assignment"), is made as of July 14, 2008, by and between Aquila, Inc., a Delaware corporation ("Assignor"), and Black Hills/Nebraska Gas Utility Company, LLC, a Delaware limited liability company ("Assignee"). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor, Black Hills Corporation, a South Dakota corporation ("BHC"), and certain other entities have signed that certain "Asset Purchase Agreement" dated as of February 6, 2007 (the "Agreement"), which Agreement contemplates the conveyance of certain assets to BHC, including, without limitation, the easements lying, being, and situate in the County of Sarpy and State of Nebraska legally described on Exhibit A attached hereto (the "Easements"); and

WHEREAS, BHC has formed Assignee and has designated Assignee to be the title holder of the Easements, and Assignor is willing to recognize such designation subject to Assignee's acceptance of the warranty limitations below.

NOW, THEREFORE, pursuant and subject to the terms of the Asset Purchase Agreement and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns and transfers all of the Easements to Assignee, and Assignee hereby accepts such assignment.

2. Assignor and Assignee agree, on behalf of themselves and their respective successors and assigns, to do, execute, acknowledge, and deliver, or to cause to be done, executed acknowledged, and delivered, all such further acts, documents, and instruments that may reasonably be required to give full effect to the intent of this Assignment.

3. This Assignment is being delivered pursuant to the Asset Purchase Agreement and will be construed consistently therewith. This Assignment is not intended to, and does not, in any manner, enhance, diminish, or otherwise modify the rights and obligations of the parties under the Asset Purchase Agreement. To the extent that any provision of this Assignment

RECORDER NOTE: FILED AS SUBMITTED. SOME LEGALS HAVE BEEN REPLACED BAL 8-5-08

KC-1609074-1 NE Title CO.

$536.00

conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement will govern.

4. This Assignment may be executed in multiple counterparts (each of which will be deemed an original, but all of which together will constitute one and the same instrument), and may be delivered by facsimile transmission, with originals to follow by overnight courier or certified mail (return receipt requested).

5. This Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors and permitted assigns.

(Signature Page Follows)

IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment to be signed by their respective and duly authorized officers as of the date first above written.

AQUILA, INC., a Delaware corporation

By: _____
Name: Christopher Reitz
Title: Senior Vice President, General Counsel and Corporate Secretary

BLACK HILLS/NEBRASKA GAS UTILITY COMPANY, LLC, a Delaware limited liability company

By: _____
Name: Steven J. Helmers
Title: Senior Vice President and General Counsel

C

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 10 day of July, 2008, by Christopher Reitz as Senior Vice President, General Counsel and Corporate Secretary of Aquila, Inc., a Delaware corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Linda Tabolsky
Notary Public Signature

My Commission Expires:

5/31/09

[SEAL]

LINDA TABOLSKY
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
Commission #05511240
My Commission Expires: May 31, 2009

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 10 day of July, 2008, by Steven J. Helmers as Senior Vice President and General Counsel of Black Hills/Nebraska Gas Utility Company, LLC, a Delaware limited liability company, on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Linda Tabolsky
Notary Public Signature

My Commission Expires:

5/31/09

[SEAL]

LINDA TABOLSKY
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
Commission #05511240
My Commission Expires: May 31, 2009

							Papillion.
Huntington Park Investments	1986-08-28				59 of Misc	2603	Part of Lot 11, Huntington Park Replat Papillion, Sarpy County, NE, more particularly described as follows: Commencing at the SE cor. of Lot 11; th. in a Nly direction along the E line of Lot 11, a distance of 177 ft.; th. Wly in a direction parallel to that of the S lot line of Lot 11, a distance of 10 ft.; th. Sly in a direction parallel to the E lot line of Lot 11, a distance of 177 ft.; th. Ely along the S lot line to the pt. of beg.; a distance of 10 ft., Papillion.
Omaha Public Power District	1988-04-18	22	14	12			A strip of land 20 ft. wide in the SW/4 of Sec. 22, T14N, R12E of the 6th P.M. E side beg. on the E line of the 9,947 acre Omaha Public Power District property at a pt. which is 1,994.51 ft. S & 1,504 ft. E of the W 1/4 cor. of said Sec. 22; th. S 115 ft. to Cornhusker Rd. N r-o-w line (6 in. gas main), Papillion.
Schwer, Howard	1988-04-18	22	14	12			Approximately 14.39 acres in the SW cor. of Sec. 22, T14N, R12E of the 6th P.M., Sarpy County, NE described as follows: referring to the S quarter of said Sec. 22; th. due W along a projection of the S line of the SE/4 of said Sec. 22, a distance of 263.42 ft. to a pt. of the centerline of the Union Pacific Railroad r-o-w; th. N 64°04' W along a line parallel to, and 116 ft. NEly from the centerline of said railroad r-o-w (measured at right angles to said centerline) a distance of 705.53 ft.; th. N 00°21' E, a distance of 836.44 ft.; th. due E a distance of 629.55 ft.; th. due S a distance of 1145 ft. to the pt. of beg., Papillion.
Westgate Plaza, Inc., Rogers, Michael F. & Frankli	1990-04-05	25	14	12			N 10 ft. of Lots 1-18 of Eagle Ridge in the NE/4 of Sec. 25, T14N, R12E, proceeding E to the N 10 ft. of Tax Lots 5A1, 4A & 4B, immediately S of r-o-w of Cornhusker Hwy., Papillion.
S & S Construction	1988-04-19						2 in.. main in Hi Point, a subd. described as a replating of Lots 19, 20, & 21 & the S 60 ft. of Lot 22 Huntington Park replat a subd. as surveyed, platted & recorded in Sarpy County, NE.
The Pointe Partnership	1988-09-01						Lot 4, Willowbrook Subd., Papillion.
Dietz, Roger	1990-03-19	30	14	13			N 10 ft. in Tax Lots 2, 3A & 4 in the NE/4 & 10 ft. in the NW/4 of Sec. 30, T14, R13 in Gilmore precinct., Papillion.
Heinen, Gene	1990-03-19						Lot 1, Heinen Add., N 10 ft. of Tax Lot