

FACILITIES RELOCATION AGREEMENT

THIS AGREEMENT is entered into this 24 day of January, 2007, by and between MONTANA-DAKOTA UTILITIES CO., a Division of MDU Resources Group, Inc. (hereinafter "Montana-Dakota"), and CITY OF RAPID CITY, whose address is 300 SIXTH ST. RAPID CITY, SD 57701 (hereinafter "Requestor").

WHEREAS, Requestor desires the relocation of (gas) (~~electric~~) facilities by Montana-Dakota and Montana-Dakota is willing to relocate the facilities in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, Montana-Dakota and Requestor agree as follows:

1. Requestor desires the relocation of (gas) (electric) facilities at the following address:
20' W OF STA 13+52.90 TO 25.5' E OF STA 29+09.43 ~ APPROX.
1,020 LF E. STATIONING BASED ON DREAM DESIGN CONSTRUCTION
PLAN'S DATE 12/09/06
 Order/GSSO/ECO Number _____
 Date of Request: _____
 Requestor Billing Address: 300 SIXTH STREET, RAPID CITY, SD 57701

2. The estimated cost of the desired relocation of facilities is \$ 25,000. A deposit of None shall be made by Requestor with Montana-Dakota prior to relocation work commencing. Upon completion of the relocation work, Montana-Dakota shall determine the actual cost of relocation. If the actual cost of relocation exceeds the amount of deposit, Requestor shall pay Montana-Dakota the difference between the amount of deposit and the actual cost within 30 days from billing. If the amount of the deposit exceeds the actual cost of the relocation, Montana-Dakota shall refund the difference to Requestor within 30 days after job completion. If the relocation work has not commenced within 60 days from the above Agreement date, this Agreement shall expire and Requestor's deposit shall be refunded within 30 days thereafter.

3. This Agreement shall be binding upon the parties, their respective successors and assigns. The assignment of this Agreement by either party shall not relieve such party, without the written consent of the other, from any of the obligations undertaken by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above written.

REQUESTOR

MONTANA-DAKOTA UTILITIES CO.,
 a Division of MDU Resources Group, Inc.

By: _____

By: [Signature] 1/22/07