

WILLISTON BASIN INTERSTATE PIPELINE COMPANY  
PIPELINE EASEMENT BY OWNER

RECORDED APRIL 22, 1996 BK 379 PG 301 NO 224940 RONALD L. DAILEY, COUNTY CLERK

THIS INDENTURE, made this 25th day of March, A.D., 1996, between WILLISTON BASIN INTERSTATE PIPELINE COMPANY, a corporation, Suite 300, 200 North Third Street, Bismarck, North Dakota 58501, hereinafter called "COMPANY," its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely:

WILLIAM J. DOENZ REAL ESTATE TRUST, BY WILLIAM J. DOENZ, TRUSTEE  
P.O. BOX 153  
BIG HORN, WYOMING 82833

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, a non-exclusive easement during construction being 50 feet in width, being 25 feet left, and 25 feet right of the center line as laid out and/or surveyed, or as finally installed on the hereinafter described lands and to convert after construction to a easement being 30 feet in width, being 15 feet left and 15 feet right of the centerline as laid out and/or surveyed or as finally installed on the hereinafter described lands, together with the right to construct, operate, maintain, repair, increase the capacity of, remove, and replace a gas pipeline, including necessary pipes, poles, and fixtures, through, over, under and across the following described real estate, situated in the County of Sheridan, State of Wyoming namely:

A tract or strip of land lying in the South Half of the North Half (S1/2N1/2) and Lot Three (3) of Section One (1), Township Fifty-four (54) North, Range Eighty-four (84) West of the Sixth (6th) Principal Meridian, said strip of land for CONSTRUCTION being Fifty (50) feet wide, Twenty-five (25) feet on each side and AFTER CONSTRUCTION being Thirty (30) feet wide, Fifteen (15) feet on each side of the following described centerline.

Beginning at a point on the East-West mid-section line, which is N. 44°23'32" W., 3,592.21 feet from the Southeast Corner of said Section 1, thence N. 36°43'00" W., 156.18 feet, thence N. 54°53'00" W., 1284.38 feet, thence N. 25°49'00" W., 608.62 feet, to a point on the West line of Lot 3, which is N. 45°09'07" W., 5,384.97 feet from the Southwest Corner of Section 1.

As shown and described on attached Certified Land Description marked "Exhibit A", incorporated and made part hereof.

OWNER, its successors and assigns, agrees not to build, create or construct or permit to be built, create, or constructed, any obstruction, building, engineering works or other structures upon, over, or under the strip of land herein described or that would interfere with said pipeline or COMPANY'S rights hereunder except with written consent from COMPANY, which will not be unreasonably withheld.

OWNER, its successors and assigns, 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, increasing the capacity of, repairing or removing said gas pipeline and for the purpose of doing all necessary work in connection therewith.

COMPANY hereby agrees that it will pay any and all damages to the premises including but not limited to crops, fences, buildings and improvements on said premises caused by maintaining, repairing, replacing, increasing the capacity of, operating or removing said pipeline. 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 a third person. The award of these three persons shall be final and conclusive.

The term of this Pipeline Easement shall be Sixty (60) years. COMPANY has paid OWNER valuable consideration for the initial thirty (30) year period. The Pipeline Easement shall be automatically renewable by COMPANY for one successive thirty (30) year period. After the first thirty (30) years COMPANY and Owner shall renegotiate the easement payment for the remaining easement period of thirty (30) years.

In the event COMPANY ceases to use and operate said pipeline for a period of Two (2) consecutive years, this right-of-way easement shall terminate and COMPANY shall, upon request of OWNER, file for abandonment with the appropriate regulatory body. COMPANY shall, within Six (6) months from the receipt of regulatory abandonment approval, remove said pipeline from the premises of OWNER, or its successors in interest, and in the event COMPANY fails to effect such removal within such period, the OWNER shall, at its sole and exclusive option, either have said pipeline removed from said premises and COMPANY agrees to pay the full cost of said removal within thirty (30) days of completion of the removal of said pipeline, or OWNER may elect to become the full owner of said pipeline and COMPANY shall have no further interest therein.

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 these presents as of the day and year first above written.

WILLIAM J. DOENZ REAL ESTATE TRUST

BY: William J. Doenz  
WILLIAM J. DOENZ TRUSTEE

STATE OF WYOMING )  
County of Sheridan ) ss.

The foregoing instrument was acknowledged before me by William J. Doenz, the Trustee of the WILLIAM J. DOENZ REAL ESTATE TRUST, who acknowledged said instrument to be the free act and deed of said company this 25th day of MARCH, 1996.

Marjorie L. Carter  
Notary Public, Sheridan County,  
State of Wyoming

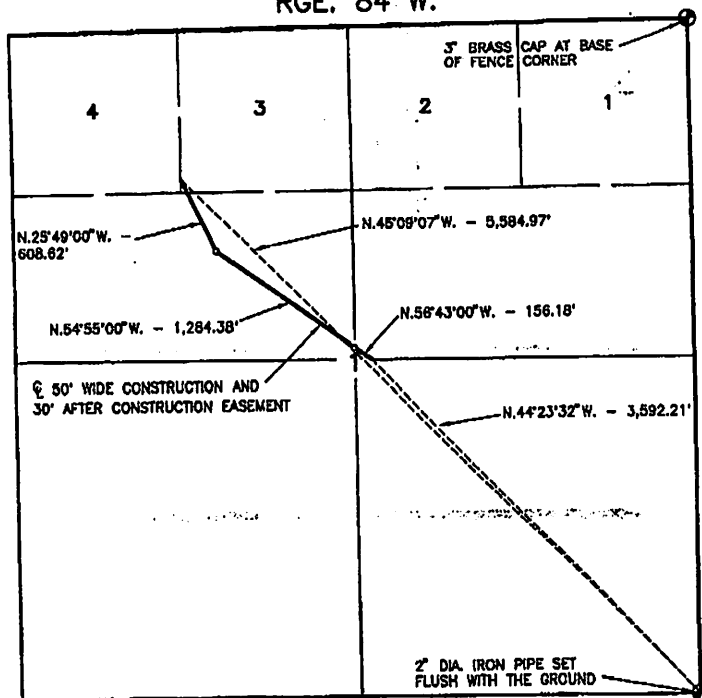


(SEAL)

My commission Expires: 9-7-98

W.O 95300.1070 Trust No.BCS-5136 L.R.R.No. \_\_\_\_\_

TWP. 54 N.

**CERTIFIED LAND DESCRIPTION**

A strip of land lying in the South Half of the North Half ( $S\frac{1}{2}N\frac{1}{2}$ ) and Lot Three (3) of Section One (1), Township Fifty-four (54) North, Range Eighty-four (84) West of the Sixth Principal Meridian, in Sheridan County, Wyoming. Said strip of land for CONSTRUCTION being Fifty (50) feet wide, Twenty-five (25) feet on each side and AFTER CONSTRUCTION being Thirty (30) feet wide, Fifteen (15) feet on each side of the following described centerline:

Beginning at a point on the East-West mid-section line, which is N. 44°23'32" W., 3,592.21 feet from the Southeast Corner of said Section 1, thence N. 56°43'00" W., 156.18 feet, thence N. 54°55'00" W., 1,284.38 feet, thence N. 25°49'00" W., 608.62 feet to a point on the West line of Lot 3, which is N. 45°09'07" W., 5,584.97 feet from the Southeast Corner of Section 1.

Said strip of land has a total footage of 2,049.18 feet and for CONSTRUCTION contains 2.35 acres more or less and for AFTER CONSTRUCTION contains 1.41 acres more or less.

STATE OF MONTANA) SS  
COUNTY OF DAWSON)

I hereby certify that the above description was prepared under my supervision on November 29, 1995.

William P. Hansen  
Wyoming Registration No. 540-L.S.

Modification in any way of the foregoing description terminates liability of the Surveyor.

**BASIS OF BEARING:** U.S. Highway No. 87 as recorded on plat No. 72 in the Sheridan County Courthouse.

o = Point of Intersection on the  $\frac{1}{2}$  of the 50' pipeline easement.

**EXHIBIT A**

SHERIDAN COUNTY, WYOMING



**WILLISTON BASIN**  
INTERSTATE PIPELINE COMPANY  
A Subsidiary of MDU Resources Group, Inc.

**8" NAT. GAS PIPELINE EASEMENT**  
X-ING WILLIAM J. DOENZ LAND  
BILLY CREEK - SHERIDAN LINE

DATE	DRAWN BY	SCALE	COMP. NO.	DRAWING NO.
11-29-95	D.L.Z.	1" = 1000'	DOENZ	B-5-2539