

RECORDED MAY 18, 1992 BK 350 PG 337 NO 109517
RONALD L. DAILEY, COUNTY CLERK

When Recorded Please Return To:
CONOCO INC.

RIGHT OF WAY AGREEMENT
P. O. Box 1257
Ponca City, OK 74603

KNOW ALL MEN BY THESE PRESENTS:

FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS (\$**10.00**) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CONOCO INC., a Delaware Corporation, with offices in Ponca City, Oklahoma, ("Grantor") does hereby grant and convey, without warranty, either express or implied, to MONTANA-DAKOTA UTILITIES CO., A Division of MDU Resources Group, Inc., a Delaware Corporation, ("Grantee"), whose address is 400 North Fourth Street, Bismarck, North Dakota 58501, its successors and assigns, a nonexclusive Easement to construct, operate, maintain, inspect and remove an underground distribution line, an overhead transmission line and a substation over, through, and on the following described tract of land situated in SHERIDAN COUNTY, State of WYOMING, to wit:

RE: UNDERGROUND DISTRIBUTION LINE

A strip of land ten (10) feet wide being five (5) feet on either side of a centerline situated in the Northeast Quarter of the Southwest Quarter (NE/4 SW/4) of Section 7, Township 54 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; said centerline described as follows:

Commencing at the Southwest Corner of said Section 7; thence N62°44'09"E, 2751.96 feet to the Point of Beginning; thence N53°28'59"E, 89.48 feet along said Centerline to a point; thence N00°38'21"W, 49.45 feet along said Centerline to a point; thence N05°50'54"W, 44.39 feet along said Centerline to a point; thence N26°12'28"W, 55.31 feet along said Centerline to a point; thence N58°39'10"E, 18.36 feet along said Centerline to the Point of Terminus, said point lying on the Westerly Right-of-Way line of U.S. Highway 87 and being N59°38'39"E, 2902.19 feet from said Southwest Corner of Section 7.

RE: OVERHEAD TRANSMISSION LINE

A strip of land twenty (20) feet wide being ten (10) feet on either side of a centerline situated in the Northeast Quarter of the Southwest Quarter (NE/4 SW/4) of Section 7, Township 54 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; said centerline described as follows:

Commencing at the Southwest Corner of said Section 7; thence N62°22'57"E, 2760.10 feet to the Point of Beginning; thence N88°16'35"E, 148.85 feet along said Centerline to the Point of Terminus, said point lying on the Westerly Right-of-Way line of U.S. Highway 87, and being N63°40'09"E, 2894.74 feet from said Southwest Corner of Section 7.

RE: SUBSTATION

A tract of land situated in the Northeast Quarter of the Southwest Quarter (NE/4 SW/4) of Section 7, Township 54 North, Range 83 West, 6th P.M., Sheridan County, Wyoming; said parcel more particularly described as follows:

Commencing at the Southwest Corner of said Section 7; thence N62°17'53"E, 2687.78 feet to the Point of Beginning of said tract, said point being N62°16'56"E, 343.95 feet from the Southwest Corner of a tract of land described in Book 266 of Deeds, Page 300; thence N01°40'35"W, 59.40 feet to a point on an existing fence line; thence N87°52'08"E, 66.86 feet along said fence line to a point; thence S01°50'49"E, 60.71 feet to a point; thence S88°59'23"W, 66.86 feet to the Point of Beginning; containing 4009.85 square feet of land, more or less.

together with the right of ingress and egress to and from said distribution line, overhead transmission line and substation, at points designated by Grantor, for the purposes aforesaid.

The Easement herein granted is subject to any prior easements, oil and gas leases, or any other grants, conveyances, or contracts affecting the land of Grantor described herein.

The Easement is granted subject to the following conditions:

1. Grantee shall construct and operate said distribution line, overhead transmission line and substation in conformity with all applicable federal, state, and local safety regulations issued by appropriate governmental agencies having jurisdiction in the premises. Notwithstanding the foregoing, Grantee hereby covenants to bury its distribution line to a minimum depth of three and one-half (3½) feet.
2. Grantee shall pay for all damages to fences, crops, premises, and improvements of the Grantor or any third party which may be suffered by reasons of construction, maintenance, operation, or use of said distribution line, overhead transmission line and substation.
3. Grantee will provide Grantor with an as-built survey which will be attached to and become a part of this Agreement. The beginning and ending points of the survey shall be tied to property corners by angles and distance and tie points shown every 200 feet.
4. Grantor shall have the right to use fully and enjoy the above-described premises not inconsistent with the rights hereinabove granted and in the event the business or operations of Grantor should make it necessary or desirable in the Grantor's sole discretion to use the property which is subject to the Easement in a manner which would make it necessary or advisable to relocate said distribution line, overhead transmission line and substation, Grantee,



at its sole expense, will accomplish such relocation within 60 days after it is notified to do so by the Grantor. In the event relocation is required, Grantor will use its best efforts to furnish Grantee with suitable right of way for the relocation at another location on Grantor's property at no additional cost, subject to the terms of this instrument. Such notice shall designate the location on Grantor's property to which the distribution line, overhead transmission line and substation is to be relocated. Grantee agrees, in the event of such request by Grantor, that in accomplishing any relocation, it will leave the property which is subject to the Easement in substantially the same condition as when entered upon by the Grantee.

5. Grantee shall assume and be liable for and shall indemnify and save Grantor harmless from and against any and all claims or damages of whatsoever kind (whether of the parties hereto or any third party) in any way arising out of or resulting from the construction, relocation, maintenance, inspection, removal, or operation of said distribution line, overhead transmission line and substation.

6. This Agreement shall be automatically terminated and canceled when Grantee, its successors or assigns, cease continually to use the Easement for the purposes of which it is granted for a period of 12 months without the necessity of any action of either party hereto, or for noncompliance with the terms hereof. Should such Easement terminate, the distribution line, overhead transmission line, substation and all appurtenances thereto shall revert to and become the sole property of Grantor.

This Agreement contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of the Easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective successors and assigns, provided, however, that Grantee shall not have the right to assign this Agreement or any of its right hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

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IN WITNESS WHEREOF, the undersigned have executed this Right of Way Agreement
this 4th day of May, 1992.



Assistant Secretary

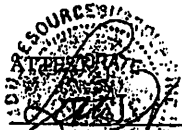
[Corporate Seal]

CONOCO INC.

By: Bob Walker HS

Printed Name: Bob Walker

Title: Vice President



Secretary
LESTER H. LOBLE, II, SECRETARY
[Corporate Seal]

MONTANA-DAKOTA UTILITIES CO.

By: Joseph R. Maichel

Printed Name: Joseph R. Maichel

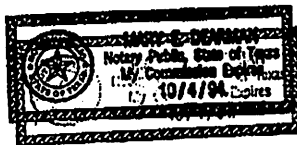
Title: President & CEO

Def

STATE OF Texas §
COUNTY OF Harris §

On this 4th day of May, 19 92,
before me Mary E. Dearman, Notary Public,
personally appeared Bob Walker,
known to me to be the a Vice President
of the corporation that executed the within instrument, and acknowledged to me that such
corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and
year in this certificate first above written.



Mary E. Dearman
Notary Public in and for

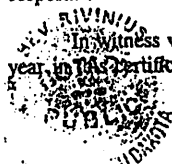
City of Houston
County of Harris
State of Texas

My Commission Expires:
10/4/94

STATE OF North Dakota §
COUNTY OF Burleigh §

On this 15th day of April, 19 92,
before me Bev Rivinius, Notary Public,
personally appeared Joseph R. Maichel and Lester H. Loble, II,
known to me to be the president and CEO and Secretary, respectively
of the corporation that executed the within instrument, and acknowledged to me that such
corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and
year in this certificate first above written.



Bev Rivinius
Notary Public, Bev Rivinius
Burleigh County, ND

My Commission Expires:
2-5-98

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