

MONTANA-DAKOTA UTILITIES CO.
PIPELINE EASEMENT BY OWNER

THIS INDENTURE, made this 12th day of NOV, A.D. 19 91, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth 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:

DONALD H. ROBERTS and ERMAL M. ROBERTS, Husband and Wife
782 Soldier Creek Road, Sheridan, WY

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 10 feet in width, being --- feet left, and --- feet right of the center line 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 ~~as hereinafter described~~ through, over, under and across the following described real estate, situated in the County of Sheridan, State of Wyoming, namely:

The South 10 feet of the East 350 feet of the Northeast Quarter of the Southwest Quarter of Section 28, Township 56 North, Range 84 West.

The installed depth of the pipeline is 30".

~~Should any mineral pipeline be laid out across the grant, as hereinafter described, the consideration paid for this easement shall be a lien in favor of the grantor, and shall be paid for each and every year.~~

OWNER, its successors and assigns, agrees not to build, create or construct or permit to be built, created, 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~~ or COMPANY'S rights hereunder.

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 ~~or for~~ and for the purpose of doing all necessary work in connection therewith.

COMPANY hereby agrees that it will pay any and all damages that may result to the crops, fences, buildings and improvements on said premises caused by constructing, reconstructing, maintaining, repairing, increasing the capacity of, operating or removing said pipeline ~~or for~~. 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 the third person. The award of these three persons shall be final and conclusive.

If the herein described lands are in the State of North Dakota, this easement is limited to a term of 99 years.
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.

Donald H. Roberts
Ermal M. Roberts

STATE OF WYOMING)
) ss.
County Of Sheridan)

On this 12th day of November, 19 91, before me personally appeared Donald H. Roberts & Ermal M. Roberts, husband & wife

known to me to be the same person S described in and who executed the above and foregoing instrument and acknowledged to me that he y executed the same, (known to me to be the

(THIS SPACE FOR RECORDING DATA ONLY)

and --- respectively of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.)

Ermal M. Roberts
Notary Public, Sheridan County, Wyoming State of Wyoming
My Commission Expires December 27, 1993

(SEAL)

My Commission Expires: ---
1072-112-24534-112
WO. --- TRACT NO. --- L.R.R. No. 34294