

RECORDED MAY 7, 2002 BK 434 PG 20 NO 407289 AUDREY KOLTISKA, COUNTY CLERK

**MONTANA-DAKOTA UTILITIES CO.
PIPELINE EASEMENT BY OWNER**

THIS EASEMENT, made this 5th day of September, A.D., 2001, 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:

PATRICIA LOUISE WARD

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 12 feet in width, being 6 feet left, and 6 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 or lines, 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 strip of land 12 feet wide parallel and adjacent to the North Property line beginning at the Northwest property corner and continuing East a distance of 1200 feet. Located in the following tract of land situated in the NE1/4NW1/4 of Section 22, T. 55N., R. 84W., of the 6th P.M., described as follows, to-wit:

Beginning at a point S. 89°38'W. 30 feet from a point which bears S. 0°06'W. a distance of 30 feet from the North Quarter Corner of said Section 22; thence S. 89°38'W. a distance of 1200 feet; thence S. 0°06'W. a distance of 290 feet, thence N. 89°38'E. a distance of 1200 feet; thence N. 0°06' E. a distance of 290 feet to the point of beginning, containing 8.0 acres more or less.

Should additional pipelines be laid under this grant, at any time, an additional consideration equal to the consideration paid for this grant, calculated on a lineal rod basis, shall be paid for each additional line.

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 lines or COMPANY'S right 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 lines 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 lines. 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.

Patricia Louise Ward

Patricia Louise Ward

STATE OF Wyoming

COUNTY OF Sheridan :ss

On this 5th day of September, 2001, before me personally appeared Patricia Louise Ward

known to me to be the same person described in and who executed the above and foregoing instrument and acknowledged

(THIS SPACE FOR RECORDING DATA ONLY)

to me that she executed, the same, (known to me to be the owner 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.)

Judy Artist
Notary Public, Sheridan County,

State of Wyoming



My Commission Expires 02/27/05
W.O. 118866 TRACT NO. 02227 L.R.R NO 05