

MONTANA-DAKOTA UTILITIES CO.

PIPELINE EASEMENT BY OWNER

THIS INDENTURE, made this 13 Day of June, A.D., 2002, 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:

Mullinax Concrete Service Co., Inc.
Sheridan, Wyoming

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 or lines, including necessary pipes, through, over, under and across the following described real estate, situated in the County of Sheridan, State of Wyoming

A Ten (10) foot wide strip of land lying parallel and adjacent to the Northerly side of Fort Road a/k/a Fort McKenzie Road and said strip lying in the tracts of land in the Southwest Quarter and the Southwest Quarter of the Southeast Quarter (SW¼, SW¼SE¼) of Section Fifteen (15), T-56N., R-84W., and said tracts are more particularly described in a Warranty Deed recorded on March 6th 1972 in the Sheridan County recorder's office in Book 186, page 102, and document # 603447.

****Excepting any and all building that may encroach on said above easement strip at the time of pipeline installation****

**** Grantee will relocate one time said pipeline if said pipeline would interfere with the future expansion of said business of Owner and provided said Owner would grant an alternate location for said pipeline ****

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, 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 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 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.

Mullinax Concrete Service Co., Inc.

By: Robert Mullinax Title: Pres.

By: David Mullinax Title: Vice.

STATE OF Wyoming
COUNTY OF Sheridan :ss

On this 13 day of June, 2002 before me personally appeared Robert Mullinax and David Mullinax known to me to be the same person described in and who executed the above and foregoing instrument and acknowledged to me that he executed the same, (known to me to be the President and Vice President respectively, of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.)

(THIS SPACE FOR RECORDING DATA ONLY)

499748 EASEMENT
BOOK 461 PAGE 0152
RECORDED 02/11/2005 AT 09:55 AM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

Laura J. Fink
Notary Public, Sheridan County,
State of Wyoming
Residing at _____



My Commission Expires: 4/19/06
W.O. J119451 TRACT NO. _____ L.R.R. NO. _____