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MONTANA-DAKOTA UTILITIES CO.
PIPELINE EASEMENT BY OWNER

THIS EASEMENT, made this 22 day of November, A.D., 2006, 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:

John H. Clayton and Barbara A. Keiter-Clayton, husband and wife, as tenants by the entirety, whose address is 3589 Hwy 87, Sheridan, WY 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 15 feet in width, being 7.5 feet left, and 7.5 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 fifteen (15) foot wide easement along the East property line of Tracts 1, 2, 3 and 4 of Hutton's Subdivision. A subdivision in Sheridan County, Wyoming, as recorded in Book 2 of Plats, Page 32 and is located in Section 20 of Township 54 North, Range 83 West. Said Easement would be adjacent to and continuous with the property line and would be 1184 feet in length more or less.

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 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.

John H. Clayton
Barbara A. Keiter-Clayton

STATE OF Wyoming
COUNTY OF Sheridan :ss

On this 22 day of November, 2006, before me personally appeared John H. Clayton
and Barbara A. Keiter-Clayton

known to me to be the same person 5 described in and who executed the above and foregoing instrument and acknowledged

(THIS SPACE FOR RECORDING DATA ONLY)

566451 EASEMENT
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RECORDED 02/27/2007 AT 10:15 AM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

to me that they executed, the same, (known to me to be the husband and wife respectively of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.)

Barbara A. Keiter-Clayton
Notary Public, Sheridan County,
State of Wyoming

(SEAL)
Bill Peck - Notary Public
County of Sheridan State of Wyoming
My Commission Expires: June 5, 2007
W.O. 3254 TRACT NO. R NO