

MONTANA-DAKOTA UTILITIES CO.
PIPELINE EASEMENT BY OWNER

THIS EASEMENT, made this 12th day of May, A.D., 2003, 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:

MICHAEL JUROSEK, a/k/a MICHAEL G. JUROSEK and DONNA T. JUROSEK, a married couple

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 20 feet in width, being 10 feet left, and 10 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 20 feet wide parallel and adjacent to the South Property line beginning at the East property line and continuing Westerly a distance of 852 feet. Located in the following tract of land situated in the SW 1/4 NE 1/4 of Section 5, T.54N., R. 84W., of the 6th P.M., as described in Book 135 Page 424 of Sheridan County Courthouse with further reference to Quitclaim Deed filed in Book 273 Page 128 of same courthouse, said centerline more particularly described as follows;

Beginning at a point in the center of the State Highway 335, said point being South 88°55' east of the West quarter corner of said section 5, a distance of 2926 feet; thence North 3°46' West 33 feet to the True Point of Beginning, thence North 3° 46' 10 feet, thence South 89°25' East 852 feet, to the point of Terminus, said point being located on the East property line of said tract.

COMPANY hereby agrees to not trim trees or shrubs under this easement without written permission from owner.

COMPANY agrees to provide current owner with a gas service line to residence at 342 HWY 335 at no charge, per Rate 120 Tariff effective 1-01-03.

Company agrees to not install gas line under the existing irrigation ditch along the south property line in front of residence.

OWNER reserves right to build access road or fence across easement

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.

Michael G. Jurosek
MICHAEL G. JUROSEK
Donna T. Jurosek
DONNA T. JUROSEK

STATE OF Wyoming

COUNTY OF Sheridan :ss

On this 12th day of May, 2003, before me personally appeared Michael G. & Donna T. Jurosek

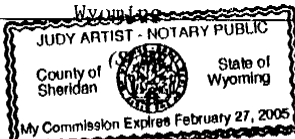
known to me to be the same person s described in and who executed the above and foregoing instrument and acknowledged

(THIS SPACE FOR RECORDING DATA ONLY)

to me that t he y 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.)

Judy Artist
Notary Public, Sheridan County,

State of Wyoming



My Commission Expires: 02/27/05

W.O. 142096- TRACT NO. L.R.R NO

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