

RIGHT-OF-WAY GRANT
KN ENERGY, INC.

KNOW ALL MEN BY THESE PRESENTS:

That CSS NONPAREIL FARMS, A GENERAL PARTNERSHIP whose address 3334 9TH AVENUE SW, WATERTON, SOUTH DAKOTA 57201 of the County of Codington (Grantor), for themselves, their heirs, successors, or assigns, for and in consideration of the sum of Five Dollars (\$5.00), the receipt and adequacy of which is hereby acknowledged, do hereby grant, convey and confirm unto, KN ENERGY, INC., a Kansas Corporation, whose address is P. O. Box 281304, Lakewood, Co. 80228-8304, its successors and assigns (collectively, "Grantee"), the right-of-way and easement to survey, construct, install, inspect, maintain, renew, repair, remove, replace and operate pipelines and appurtenances thereto, for the transportation of natural gas, gasoline, oil, petroleum products, or any other substance which can be transported by pipeline, in, on, over, under, upon and through the following described lands situated in the County of Holt and State of Nebraska, to wit:

TOWNSHIP 30 NORTH, RANGE 13 WEST, 6TH P.M.
SECTION 34; E/2SE/4

The right-of-way shall be restricted to thirty (30) feet in width, being fifteen (15) feet on each side of pipeline as built.

TO HAVE AND TO HOLD said right-of-way and easement unto Grantee so long as such pipelines and appurtenances, or any part thereof, shall be maintained, together with the right of ingress to and egress from said lands for the purposes herein stated at will of Grantee. Grantor retains the right to use and enjoy said lands, subject only to the right of Grantee to use the same for the purposes herein expressed.

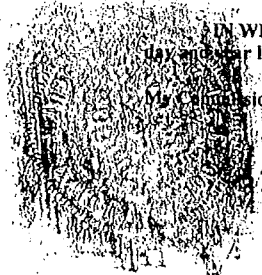
Grantee agrees to lay all pipe hereunder at a sufficient depth to avoid interfering with cultivation of the soil, and to pay Grantor for damages to growing crops, fences or other improvements which may arise from the operations of Grantee. Any such damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one appointed by Grantor, one by Grantee and the third chosen by the two so appointed. The written award of a majority of such three persons shall be final and conclusive upon the parties hereto.

It is agreed by Grantor that any payment of consideration due under the terms hereof may be made jointly to Grantor and any Mortgagees of record at the time such payment becomes due.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 29th day of April, 1997.

ATTEST: _____
BY: _____ BY: Offutt Partners, a Partner, by
TITLE: _____ TITLE: Milton A. Carter, Partner
STATE OF: _____
COUNTY OF: _____ SS

On this 29th day of April, 1997, before me, a notary public, in and for said county and state personally appeared Milton A. Carter as partner of CSS NONPAREIL FARMS, A GENERAL PARTNERSHIP, personally known to me to be the same person who executed the foregoing instrument and who has acknowledged the execution of the same as his voluntary act and deed and the voluntary act and deed of said corporation.



IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last above written.
My Commission Expires: 1/1/03 Notary Public: Renee L. Storg

STATE OF NEBRASKA
FILED FOR RECORD
HOLT COUNTY, SS
Mo. 11 Day 1 19 97
At 9 O'Clock AM Recorded
In Book 74 of Miss
Page 616
GARY DEBALL, County Clerk
Gary DeBall CHIEF CLERK

5-50
74-616