

(Above Space for Recorder's Use Only)

Tract No. ML-ND-SR-0455.0000

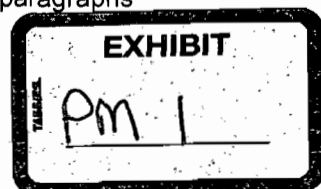
EASEMENT AND RIGHT-OF-WAY
AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) paid in accordance with this Easement and Right-of-Way Agreement (this "**Agreement**"), the mutual promises of the parties herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged (collectively, the "**Consideration**"), Paul H. Mathews, a married person, whose mailing address is 9066 119th Avenue SE, Cogswell, North Dakota 58017-9665 (hereinafter called "**Grantor**") does hereby grant, sell, convey and warrant unto TRANSCANADA KEYSTONE PIPELINE, LP., a Limited Partnership having its principal place of business at 450 - 1 Street SW, Calgary, Alberta, Canada, T2P 5H1, its successors and assigns (hereinafter called "**Grantee**"), a perpetual permanent easement and right-of-way (the "**Easement**") for the purposes of surveying, laying, constructing, inspecting, maintaining, operating, repairing, replacing, altering, reconstructing, removing and abandoning in place one pipeline, together with all fittings, cathodic protection equipment, pipeline markers and all other equipment and appurtenances thereto (it being expressly understood, however, that this Easement shall not give Grantee the right to construct or operate above-ground high voltage electrical transmission lines), for the transportation of oil, natural gas, hydrocarbon, petroleum products and all by-products thereof, on, under, across and/or through a strip of land 50 feet in width, as more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "**Easement Area**") located on real property situated in the County of Sargent, State of North Dakota owned by Grantor and described as follows: **SW4 of Section 1, T-130-N, R-58-W**, which property is more particularly described in Exhibit A attached hereto and made a part hereof (the "**Property**"). In addition, during the original construction of the pipeline(s), the easement and right-of-way granted hereunder shall also include the area described under the headings "Temporary Work Space" and "Additional Temporary Work Space" and are more particularly described in Exhibit A hereto (the "**Temporary Work Space**"). The term of the Easement shall be for 99 years from the date of this Agreement.

Grantee may further define the location of the Easement Area by recording a "Notice of Location" referring to this instrument and setting forth a legal description of the Easement Area and the location of the pipelines contained therein, which description may be set forth by map attached to said Notice. A copy of said Notice shall be delivered to Grantor.

The aforesaid Easement is granted subject to the following terms, stipulations and conditions which are hereby covenanted and agreed to by Grantor. By acceptance of any of the benefits hereunder, Grantee shall be deemed to have agreed to be bound by the covenants applicable to Grantee hereunder.

1. The liabilities and responsibilities of the Grantor and Grantee for claims for damages and losses relating to the Easement, the Easement Area or Temporary Work Space are described in the paragraphs below:



A. Grantee will pay all commercially reasonable costs and expenses that result from the Grantee's, or anyone acting on the Grantee's behalf, use of the Easement Area, including but not limited to damages caused by petroleum leaks and spills and damages to Grantor's crops, pastures, drainage systems, produce, water wells, livestock, bridges, lanes, improvements, equipment, fences, structures or timber, except to the extent the damages are caused by the negligence, recklessness, or willful misconduct of the Grantor or anyone acting on the Grantor's behalf.

B. If claims or legal actions for damages arise from Grantee's, or anyone acting on the Grantee's behalf, use of this Easement, Grantee will be responsible for those claims or legal actions, and will indemnify and hold the Grantor harmless in this regard, except to the extent that those claims or legal actions result from the negligence, recklessness, or willful misconduct of the Grantor or anyone acting on the Grantor's behalf.

C. If claims or legal actions arise from the Grantor's, or anyone acting on the Grantor's behalf, entry into, or use of, the Easement Area, Grantor will be responsible for those claims or legal actions, and will indemnify and hold the Grantee harmless in this regard, except to the extent that those claims or legal actions result from the negligence, recklessness, or willful misconduct of the Grantee or anyone acting on the Grantee's behalf.

D. Grantor waives any claims, now and in the future, that challenge the validity of this Easement or that seek additional compensation relating to the grant of this Easement.

2. Insofar as it may be practicable to do so, Grantee shall, unless otherwise requested by Grantor, strip the topsoil from the ditch line in the Easement Area only prior to construction and installation of any pipeline placed in the Easement Area. Following the construction and installation of each pipeline, the top soil will be replaced, to the extent feasible, as near as practicable to its original location and condition.

3. Except for above-ground piping facilities, such as mainline block valves, pump stations, etc., and except as otherwise stated in this Agreement, each pipeline shall be installed at a depth conforming with industry standards and the requirements of applicable laws.

4. Grantee shall have the right to remove all fences from the Easement Area and the Temporary Work Space, as required for purposes of construction of Grantee's pipeline(s) and Grantee shall repair all such fences promptly upon completion of construction on Grantor's Property to substantially the same condition as such fences were in prior to removal by Grantee.

5. Provided its use of the Property does not in any manner interfere with or prevent the exercise by Grantee of its rights hereunder, or create an actual or potential hazard to the pipeline(s) or its appurtenances, the undersigned Grantor, its successors, heirs or assigns, reserve all oil, gas and minerals on and under Property and the right to farm, graze and otherwise fully use and enjoy the Property; provided, however, that Grantee shall have the right hereafter to cut, keep clear and remove all trees, brush, shrubbery, structures and other obstructions or facilities in the Easement Area being conveyed that are deemed by Grantee to injure, endanger or interfere in any manner with the proper and efficient construction, use, inspection or maintenance of said pipeline(s), or fittings, cathodic protection equipment and other appurtenances thereto; and, provided, further, that Grantor shall not excavate or otherwise alter the ground elevation, construct any dam or otherwise create a water impoundment within or over the Easement Area without prior authorization of Grantee. Grantee shall have all privileges necessary or convenient for the full use of the rights herein granted, together with reasonable ingress and egress over and across that part of the Property located adjacent to the Easement Area and the Temporary Work Space.

6. Any payment hereunder may be made or mailed to Grantor at the address shown above or to

who is hereby appointed agent and authorized to receive and receipt for same, and who is also appointed the true and lawful attorney in fact for Grantor. The agency and power of attorney granted by Grantor to its agent hereunder shall not be deemed revoked until written notice from Grantor has been received by Grantee.

7. All notices under this Agreement shall be in writing, addressed to the addresses first set forth above and be delivered by certified mail, postage prepaid, and return receipt requested, next business

day delivery via a reputable national courier service, regular United States mail, facsimile, e-mail or hand delivery. A party may change its address for notice by giving notice of such change to the other party.

8. The undersigned hereby bind themselves, and their respective heirs, executors, administrators, successors and assigns, to this Agreement unto Grantee, its successors and assigns. The Easement granted hereby shall create a covenant and burden upon the Property and running therewith.

9. Grantor and Grantee acknowledge that the actual location of the Easement Area and/or Temporary Work Space may change because of various engineering factors. In such event, Grantor agrees to execute and deliver to Grantee any additional documents needed to correct the legal description of the Easement Area and/or Temporary Work Space to conform with the actual location of the required Easement Area and/or Temporary Work Space. If such documents are required, they will be prepared by Grantee at its expense. Grantor shall receive additional reasonable compensation only if the acreage within the Easement Area and/or Temporary Work Space increases as a result of the changed location.

10. It is agreed that this Agreement constitutes the entire agreement between the parties and that no other agreements have been made modifying, adding to or changing the terms of the same. This Agreement shall not be abrogated, modified, rescinded or amended in whole or in part without the consent of Grantor and Grantee, in writing and executed by each of them, and duly recorded in the appropriate real property records.

11. The rights granted hereby to Grantee may be assigned by Grantee in whole or in part, in Grantee's sole discretion.

12. This Agreement shall be governed by the law of the State in which the Easement Area is situated.

13. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the _____ day of _____, 200__.

GRANTOR:

By: Paul H. Mathews

Name: _____

By: _____

Name: _____

After Recording, Return to:
McClure Reagan
150 2nd Street SW #3
Valley City, North Dakota 58072

STATE OF North Dakota)
) SS
COUNTY OF Sargent)

Before me, _____, a Notary Public in and for said County and State on
this _____ Day of _____, 20____ personally appeared Paul H. Mathews, a
married person, to me personally known to be the identical person _____ who executed
the within and foregoing instrument, and acknowledged to me that he
executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission expires:

NOTARY PUBLIC

ADDRESS

STATE OF _____)
) SS
COUNTY OF _____)

Before me, _____, a Notary Public in and for said County and State on
this _____ Day of _____, 20____ personally appeared _____
and _____, to me personally known to be the identical person _____ who executed
the within and foregoing instrument, and acknowledged to me that _____
executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission expires:

NOTARY PUBLIC

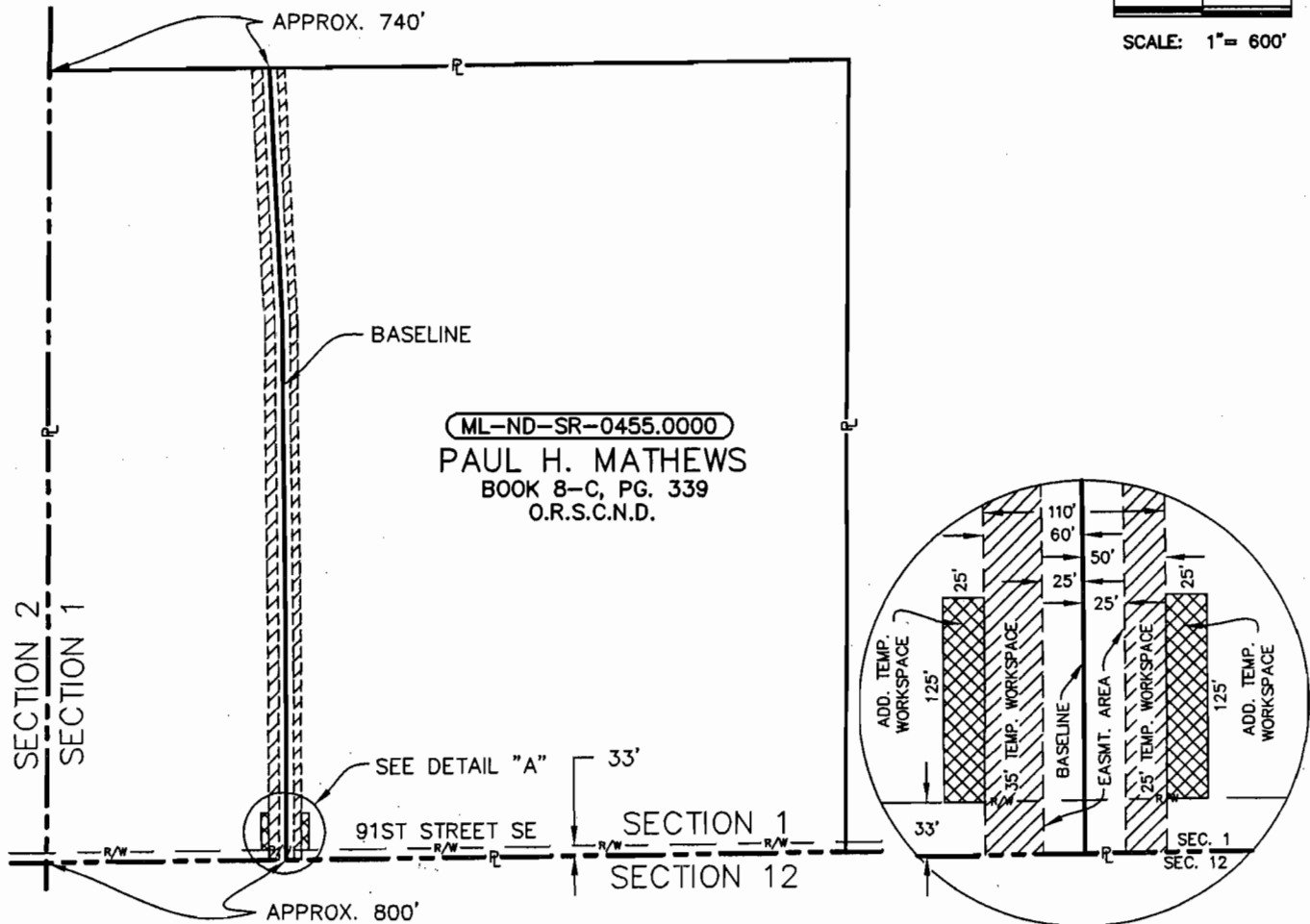
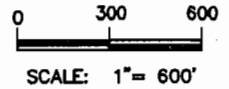
ADDRESS

LEGEND:

- P/L PIPELINE
- PG. PAGE
- P. PROPERTY LINE
- ADD. ADDITIONAL
- EASMT. EASEMENT
- APPROX. APPROXIMATELY
- EXIST. EXISTING
- TEMP. TEMPORARY
- SEC. SECTION
- PERM. PERMANENT
- O.R.S.C.N.D. OFFICE OF THE RECORDER OF SARGENT COUNTY, NORTH DAKOTA.

SARGENT COUNTY, NORTH DAKOTA

T-130-N, R-58-W, SECTION 1





ML-ND-SR-0455.0000
PAUL H. MATHEWS
 BOOK 8-C, PG. 339
 O.R.S.C.N.D.

DETAIL "A"
N.T.S.

TRACT LEGAL DESCRIPTION:
 SW ¼ SECTION 1, T-130-N, R-58-W

TOTAL LENGTH: APPROX. 2,670 FT.
EASEMENT AREA: APPROX. 3.1 ACRES
TEMPORARY WORKSPACE: APPROX. 3.7 ACRES
ADDITIONAL TEMP. WORKSPACE: APPROX. 0.2 ACRES

NOTE:
 THIS SKETCH DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. IT WAS NOT DERIVED FROM AN ON THE GROUND SURVEY BUT IS INTENDED FOR RIGHT OF WAY PURPOSES ONLY.

|  | |  TransCanada <i>In business to deliver</i> | | | | | | | | | | | | | | | | | | | | | | |
|---|---------------------------|---|------------|----------|------------|---------------------------|----------|----|-------------------------|--|---|------------------|----------------|----|------------------------|----------|---|--|----------|----------|--------------|----|-----------------|------------------|
| UNIVERSAL <small>ENSCO, INC.</small> | | KEYSTONE PIPELINE PROJECT | | | | | | | | | | | | | | | | | | | | | | |
| EASEMENT AREA ACROSS THE PROPERTY OF PAUL H. MATHEWS ML-ND-SR-0455.0000 | | EXHIBIT A | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>ISSUED FOR REVIEW HOUSTON</td> <td>04/06/07</td> </tr> <tr> <td>1</td> <td>BASED ON SURVEY & TITLE</td> <td>04/06/07</td> </tr> <tr> <td>2</td> <td>APPROVED IN K.C.</td> <td>04/19/07</td> </tr> <tr> <td>3</td> <td>ISSUED FOR ACQUISITION</td> <td>04/19/07</td> </tr> </tbody> </table> | | NO. | REVISION | DATE | 0 | ISSUED FOR REVIEW HOUSTON | 04/06/07 | 1 | BASED ON SURVEY & TITLE | 04/06/07 | 2 | APPROVED IN K.C. | 04/19/07 | 3 | ISSUED FOR ACQUISITION | 04/19/07 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>PROJECT:</td> <td style="text-align: center;">9347.000</td> </tr> <tr> <td>APPROVED BY:</td> <td style="text-align: center;">ML</td> </tr> <tr> <td>DRAWING NUMBER:</td> <td style="text-align: center;">K-38-P-7500-1390</td> </tr> </table> | | PROJECT: | 9347.000 | APPROVED BY: | ML | DRAWING NUMBER: | K-38-P-7500-1390 |
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