

MONTANA-DAKOTA UTILITIES CO.
PIPELINE EASEMENT BY OWNER 306

THIS INDENTURE, made this 16th day of April, A.D., 19 92, 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:

Don Carroll, Trustee of the Marshall Farm Trust
P.O. Box 7377
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 16 feet in width, being 8 feet left, and 8 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 sixteen (16) feet wide strip of land located in the southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Two (2) T55N, R84W of the 6th P.M. Sheridan County WY: Said strip being eight (8) feet on either side of the following described centerline: Beginning at the southwest corner of Tract 16 of Brundage Place located in the City of Sheridan, Sheridan County, WY. Thence south Eight (8) feet to the True Point of Beginning; Thence West a distance of 293 feet, more or less, to the West line of Said SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section Two (2) T55N, R84W, of the 6th P.M. Sheridan County, WY.

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, 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 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.

DON CARROLL, TRUSTEE OF THE MARSHALL FARM TRUST
Don Carroll
Marshall Farm Trust

STATE OF Wyoming

County Of Sheridan ss.

On this 16th day of April, 19 92, before me personally appeared
Don Carroll, Trustee of the Marshall Farm Trust

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

and
respectively of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.)

Notary Public, Sheridan County, Wyoming State of
My Commission Expires February 27, 1993

(SEAL)

My Commission Expires: 1767
1072 115-24698-112
W.O. TRACT NO. L.R.R. No.