

Montana-Dakota Utilities Co.
PIPE LINE EASEMENT (BY MORTGAGEE)

93

THIS INDENTURE, made this 16th day of July A. D. 19 64, between MONTANA-DAKOTA UTILITIES CO., a Delaware corporation, 831 Second Avenue South, Minneapolis 2, Minnesota, hereinafter called the "COMPANY," its successors and assigns, and the following named persons, herein, whether singular or plural, called "MORTGAGEE," namely:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation,

NEWARK, NEW JERSEY.

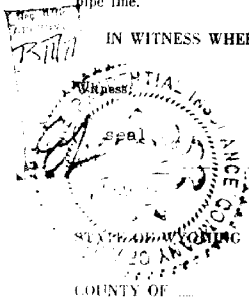
WITNESSETH, that for valuable consideration received, MORTGAGEE does hereby grant, bargain and convey unto the COMPANY, its successors and assigns, forever, the right, privilege and authority to lay, construct, operate, maintain, repair, replace and remove a gas pipe line including necessary pipes, poles, and fixtures through, over, under and across the following described real estate, situated in the County of Sheridan, State of Wyoming, and does hereby release and waive all rights under and by virtue of the homestead exemption laws of this state, to-wit: A strip of land 50 ft. in width, being 25 ft. on each side of the surveyed center line across the E/2 of Sec. 26 except a tract in said Sec. 26 beginning at the SE corner of said Sec. 26, thence E. 122 ft., thence northwesterly direction 209 ft. to a point on the center line of Sec. 26, thence S. 170 ft. to the point of beginning. The E/2 of Section 23; and the SE 1/4, NE 1/4, and SW 1/4 Sec. 14 all lying and being in Township 55 North, Range 84 West of the 6th Principal Meridian.

COMPANY agrees not to build, create or construct or permit to be built, created, or constructed, any obstruction, building, engineering works or other structures over, under or that would interfere with said pipe line or lines or COMPANY'S rights hereunder.

MORTGAGEE hereby grants to the 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, repairing or removing said gas pipe line and for the purpose of doing all necessary work in connection therewith.

COMPANY by the acceptance hereof, hereby agrees that it will pay any and all damages that may result to the crops, fences, buildings or improvements on the above described premises, occasioned by constructing, maintaining, repairing, replacing, operating or removing of said gas pipe line.

IN WITNESS WHEREOF, MORTGAGEE has executed these presents as of the day and year first above written.



THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
a corporation
By: Allen T. Murphy its Vice President
ATTEST:
By: H. Burt Rafter its Asst. Secretary

On this 16th day of July in the year 1964 before me personally appeared _____

to be known to be the person described in and who executed the foregoing instrument, and acknowledged _____ he executed the same as a free and voluntary act and deed.

(NOTARY'S SEAL)

CONSIDERATION NOT IN EXCESS OF \$100.

Form 661 Wyo.

(type name)
Notary Public, _____ County, Wyo.
My Commission Expires _____

See reverse side for corporation acknowledgement.

94

CALIFORNIA
STATE OF ~~WYOMING~~
COUNTY OF LOS ANGELES

On this 16th day of July, 19 64, before me appeared ALLEN T. MURPHY
to me personally known, who, being by me duly sworn, did say that he is the Vice Pres. of The Prudential Insurance Co.
(corporate name) of America
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument
was signed and sealed in behalf of said corporation by authority of its board of directors, and said Allen T. Murphy
acknowledged said instrument to be the free act and deed of said corporation.



NOTARY'S SEAL)

Joyce Huffman
(type name)
Notary Public, Los Angeles County, Wyo Calif.
My Commission Expires JOYCE HUFFMAN

NOTARY PUBLIC IN AND FOR THE COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA
MY COMMISSION EXPIRES SEPTEMBER 16, 1966