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RECORDED JUNE 29, 1959
NO. 426739

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

BK 122 PG 118
B.B. HUME, COUNTY CLERK

THIS INDENTURE, made this 29th day of May A. D. 1959, 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:

C. A. Businga and Katherine L. Businga, Husband and Wife, whose address is Box 36, Story, Wyoming.

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:

Part of the west half of the north east quarter ($W\frac{1}{2}$ NE $\frac{1}{4}$) and the east half of the north west quarter ($E\frac{1}{2}$ NW $\frac{1}{4}$) Section Thirty-five (35), Township Fifty-five (55) North, Range Eighty-four (84) West of the Sixth Principal Meridian, more particularly described as follows:

Beginning at the north east corner of the north west quarter of the north east quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), thence south $1^{\circ} 35'$ west, a distance of 1607 feet, thence south $0^{\circ} 52'$ west, a distance of 725 feet, thence south $70^{\circ} 08'$ west, a distance of 299 feet, thence north $8^{\circ} 17'$ west, a distance of 155 feet, thence south $87^{\circ} 19'$ west, a distance of 100 feet, thence north $3^{\circ} 57'$ west, a distance of 226 feet, thence north $78^{\circ} 48'$ west, a distance of 151 feet, thence north $55^{\circ} 48'$ west, a distance of 71 feet, thence north $44^{\circ} 04'$ west, a distance of 484 feet, thence north $40^{\circ} 09'$ west, a distance of 313 feet, thence north $87^{\circ} 19'$ west, a distance of 311 feet, thence north $71^{\circ} 53'$ west, a distance of 188 feet, thence north $71^{\circ} 41'$ west, a distance of 176 feet, thence north $53^{\circ} 57'$ west, a distance of 290 feet, thence north $52^{\circ} 11'$ west, a distance of 393 feet, thence north $8^{\circ} 27'$ west, a distance of 172 feet, thence north $43^{\circ} 23'$ west, a distance of 159 feet, thence south $78^{\circ} 11'$ west, a distance of 174 feet, thence north $25^{\circ} 53'$ west, a distance of 125 feet, thence north $44^{\circ} 43'$ west, a distance of 90 feet, thence north $62^{\circ} 45'$ west, a distance of 95 feet, thence south $70^{\circ} 15'$ west, a distance of 63 feet, thence north $77^{\circ} 43'$ west, a distance of 129 feet, thence north 3° west, a distance of 216 feet, thence south $88^{\circ} 51'$ east, a distance of 875 feet, thence south $89^{\circ} 03'$ east, a distance of 1812 feet to the point of beginning.

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. Also, Mortgagee hereby agrees that no buildings and improvements will be constructed closer than $7\frac{1}{2}$ feet to said gas pipe line.

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.

Witness:

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C. A. Businga
Katherine L. Businga

STATE OF WYOMING

COUNTY OF Sheridan

On this 29 day of May, in the year 1959 before me personally appeared C. A. Businga and Katherine L. Businga, Husband and Wife.

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged ~~that~~ they executed the same as ~~their~~ free and voluntary act and deed.

(NOTARY'S SEAL)

Notary Public, Sheridan (type name) County, Wyo.

My Commission Expires March 24 - 1962

