

MONTANA-DAKOTA UTILITIES CO.

PIPE LINE EASEMENT BY OWNER

RECORDED DECEMBER 18, 1979 BK 245 PG 82 NO 780607 MARGARET LEWIS, COUNTY CLERK

THIS INDENTURE, made this 30th day of October, A.D., 19 79, between MONTANA-DAKOTA UTILITIES CO., 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:

THOMAS G. CHRISTENSEN AND SUZANNE M. CHRISTENSEN, HUSBAND AND WIFE

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 6 feet in width, being feet left, and 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, remove, and replace a gas pipe line 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 tract or strip of land 6 feet wide described as follows:

Beginning at a point 15 feet south of the northwest corner of lot 3, block 12, Wyoming Mutual Investment Company's Addition to the City of Sheridan, Sheridan County, Wyoming; thence east 124 feet; thence south 6 feet; thence west 124 feet; thence north 6 feet to the point of beginning.

Should additional pipe lines 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 pipe line 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, repairing or removing said gas pipe line 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, operating or removing said pipe line 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.

Thomas G. Christensen
Suzanne M. Christensen

STATE OF Wyoming
County of Sheridan

On this 30th day of October, 19 79, before me personally appeared
THOMAS G. CHRISTENSEN AND SUZANNE M. CHRISTENSEN, HUSBAND AND WIFE

known to me to be the same persons S described in and who executed the above and foregoing instrument and acknowledged

to me that they 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.)

Sharon K. Hight
Notary Public, Sheridan County,
State of Wyoming

(NOTARY SEAL)

My Commission Expires: June 5, 1981
1072-232
W.O. 01584-232 TRACT NO. _____ L.R.R. NO. _____