

RECORDED JULY 3, 1974 BK 202 PG 346 NO 647935 MARGARET LEWIS, COUNTY CLERK
MONTANA-DAKOTA UTILITIES CO. 346
PIPE LINE EASEMENT BY OWNER

0782-669

THIS INDENTURE, made this 11th day of June A.D., 1974, between MONTANA-DAKOTA UTILITIES CO., a Delaware 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:

SHERIDAN COMMERCIAL PARK, INC., a Wyoming Corporation

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, forever, an easement 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, and does hereby release and waive all rights under and by virtue of the homestead exemption laws of this state, namely:

A tract of land located in the NE $\frac{1}{4}$ -NE $\frac{1}{4}$ of Section 2, Township 55 North, Range 84 West of the 6th P.M. and in the SE $\frac{1}{4}$ -SE $\frac{1}{4}$ of Section 35, Township 56 North, Range 84 West of the 6th P.M., Sheridan County, Wyoming described as follows:

Beginning at a point located North 420 feet and North 0° 36' East, 1089 feet from the Southeast corner of the NE $\frac{1}{4}$ -NE $\frac{1}{4}$ of said Section 2; thence North 0° 36' East, 1113 feet to a point; thence South 89° 55' West, 948.5 feet to a point on the East right of way line of Interstate Highway I-90; thence South 89° 46' West, 49.9 feet to a point on said right of way line; thence South 0° 10' East, 1357.8 feet to a point on said right of way line (said point being also located South 89° 59' East, 4295.5 feet from the Southwest corner of said Section 35); thence South 0° 10' East, 138.2 feet to a point on said right of way line; thence South 41° 29' East, 770.8 feet to a point on said right of way line; thence South 0° 12' West, 529.4 feet to a point on said right of way line; thence South 70° 35' East, 48 feet to a point on said right of way line; thence South 6° 20' East, 7 feet to a point on the North right of way line of U. S. Highway No. 14; thence along said right of way line North 89° 41' East, 20 feet to a point on said right of way line; thence leaving said right of way North 0° 20' West, 420.5 feet to a point; thence North 0° 36' East, 1089 feet to a point; thence North 89° 30' East, 400 feet to the point of beginning, said tract containing 36.5 acres, more or less.

Should a second pipe line 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 such second line.

OWNER 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.

OWNER 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 lines 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, including, but not limited to crops, fences, buildings and improvements on said premises, caused by constructing, maintaining, repairing, operating, replacing or removing said gas pipe lines.

All agreements between the parties with reference to the above transaction are contained in this written agreement and there are no understandings or verbal agreements to the contrary.

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

SHERIDAN COMMERCIAL PARK, INC.
B. Bradford Waters
Richard S. Cocher

STATE OF WYOMING

County of _____ } ss.

On this _____ day of _____, 19____, personally appeared

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.

(SEAL)

My commission expires _____

Notary Public, _____ County,

State of _____

STATE OF WYOMING

County of Sheridan } ss.

On this 11th day of June, 1974, before me personally appeared

Richard S. Cocher and Bradford B. Waters a/k/a B. Bradford Waters

and Secretary-Treasurer respectively of the corporation _____ that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

Thos D. [Signature]

Notary Public Sheridan County,

State of Wyoming

My Commission expires April 24, 1978

My commission expires _____

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