

MONTANA-DAKOTA UTILITIES CO.

PIPELINE EASEMENT BY OWNER

RECORDED FEBRUARY 18, 1993 BK 356 PG 365 NO 130967
THIS INDENTURE, made this 17th day of December, A.D., 1992, 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:

Mary D. Rhodes, a widow

2569 Big Horn Ave., Sheridan, WY 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an ^{exclusive} easement 8 feet in width, being 4 feet left, and 4 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 the 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 8 feet wide strip of land located in the SE1/4NE1/4 and NE1/4SE1/4 of Section 3, T.55N., R.84W. and said strip of land is more fully described as follows: Beginning at a point on the centerline of Wyoming Girls School Road which point is S.23°36'W. a distance of 3,184 feet from the Northeast corner of said Section 3, said point being the Northwest corner of 1.8 acres tract of land described on Warranty Deed dated August 26, 1959 and recorded in Book 123 of Deeds, Page 49, thence South along the centerline of Wyoming Girls School Road a distance of 316 feet, thence S.85°01'E. 70 feet to the True Point of Beginning, said point being located on the South Line of said mentioned 1.8 acres tract of land; thence North along a line parallel with the centerline of said road a distance of 358.7 feet; thence West a distance of 30 feet; thence North along a line parallel with the centerline of said road a distance of 500 feet; thence East a distance of 8 feet; thence South along a line parallel with the centerline of said road a distance of 492 feet; thence East a distance of 30 feet; thence South along a line parallel with the centerline of said road a distance of 366.7 feet, more or less, to the South Line of said 1.8 acres tract of land; thence N.85°01'W. a distance of 8 feet, more or less, to the True Point of Beginning.

* See Exhibit "A" attached hereto and incorporated herein by reference.

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 reasonably necessary work in connection therewith.

COMPANY hereby agrees that in addition to the consideration paid for this easement it will pay any and all damages that may result to the crops, fences, buildings and improvements on said premises caused by constructing, maintaining, repairing, increasing the capacity of, operating or removing said pipeline or lines.

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.

Mary D. Rhodes
Mary D. Rhodes

STATE OF WYOMING. }
County Of Sheridan } ss.

On this 17th day of December, 1992, before me personally appeared Mary D. Rhodes, a widow, known to me to be the same person described in and who executed the above and foregoing instrument and acknowledged to me that she executed the same.

[Signature]
Notary Public, Sheridan County
State of Wyoming

My Commission Expires: 10-7-1996

W.O. 1071-115-24698-112 L.R.R. No. _____

365