

RECORDED APRIL 11, 1950, BK 79 PG 159  
NO. 312661, B. B. HUME, COUNTY CLERK

MONTANA-DAKOTA UTILITIES CO.  
PIPE LINE EASEMENT

THIS INDENTURE, made this 22nd day of March, A.D. 1950, between MONTANA-DAKOTA UTILITIES CO., a corporation, 831 Second Avenue South, Minneapolis, Minnesota, hereinafter called the "COMPANY", and HOLLY SUGAR CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, with offices in Colorado Springs, Colorado, hereinafter called the "OWNER",

W I T N E S S E T H :

IN CONSIDERATION of the payment by the COMPANY of the sum of One Dollar (\$1.00) and other valuable considerations, the OWNER, subject to the conditions and provisions hereinafter contained, does hereby grant, bargain, and convey unto the COMPANY, its successors and assigns, the right, privilege and authority to lay, construct, operate, maintain, repair, replace, and remove a gas pipeline, including necessary pipes and fixtures, through, over, under and across the following described premises, in the County of Sheridan, State of Wyoming, to-wit:

The Northwest quarter of the Southeast quarter, and the Southwest quarter of the Northeast quarter, Section 35, Township 56 North, Range 84 West, of the Sixth Principal Meridian, such pipeline to be located as shown by the red line on the plat attached hereto and by this reference made a part hereof.

The right, privilege and authority hereby granted are subject to all rights of way and easements now existing upon or with respect to the premises described above herein.

The OWNER hereby grants to the COMPANY, its successors and assigns, the right at all reasonable times to enter upon the premises above described for the purpose of laying, constructing, maintaining, operating, repairing, replacing, or removing such gas pipeline and for the purpose of doing all necessary work in connection therewith.

The COMPANY, by the acceptance hereof, hereby agrees: (1) that it will lay its gas pipeline at such location on the premises above described and in such manner as will not interfere with the use of such premises by the OWNER and will cause no damage to buildings, improvements, or other property of the OWNER upon such premises; (2) that it will pay any and all damages that may result to the crops, livestock, fences, buildings or improvements on such premises, occasioned by constructing, maintaining, repairing, operating or removing of such gas pipeline; and (3) that it will lay its gas pipeline at least thirty (30) inches deep.

In case of abandonment of the right of way hereby granted, all right, privilege and authority hereby granted shall end, cease and determine.

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



Secretary

HOLLY SUGAR CORPORATION

BY

Vice President

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STATE OF COLORADO )  
: ss.  
COUNTY OF EL PASO )

On this 22<sup>nd</sup> day of March, 1950, before me appeared W. H. Ziegler, to me personally known, who, being by me duly sworn, did say that he is the Vice President of HOLLY SUGAR CORPORATION, a corporation, 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 W. H. Ziegler acknowledged said instrument to be the free act and deed of said corporation.



My Commission expires May 28, 1953.

Margaret N. Floyd  
Notary Public