

RECORDED JUNE 10, 1974, BK 201 PG 586, NO. 646529, MARGARET LEWIS, COUNTY CLERK

**MONTANA-DAKOTA UTILITIES CO. 586**  
PIPE LINE EASEMENT BY OWNER

THIS INDENTURE, made this 26th day of April, 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:

**JAMES P. and LUDENE Z. EVANGELINE - Husband and Wife**  
1103 Emerson  
Sheridan, Wyoming 82801

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:

**JAMES P. & LUDINE Z. EVANGELINE**  
(Mobile Home Court)

That Portion of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ -NE $\frac{1}{4}$ ) of Section Twenty-Two (22), Township Fifty-Six (56) North, Range Eighty-Four (84) West of the Sixth Principal Meridian, comprising Lots Five (5), Six (6), Seven (7), and Eight (8) of Block Ten (10), and Lots One (1), Two (2), Three (3), and Four (4) of Block Nine (9), Atkinson's Addition to the Town--now City--of Sheridan (now vacated) together with all that portion of Val Vista Street (now vacated) and that portion of Twelfth Street (now vacated) of Atkinson's Addition to the City of Sheridan, Wyoming, described as follows:

Beginning at the Southwest Corner of Block 10 (now vacated) of Said Addition, thence North to the Northwest Corner thereof; thence Easterly to the Northeast Corner of Lot 8, Block 10 (now vacated) of Said Addition; thence northerly 35 Feet to the Center of 12th Street (now vacated) on a Line extending from the North-South Line comprising the East Boundary of Lots 5, 6, 7, and 8, of Said Block 10 (now vacated); thence Westerly 170 Feet on the Center Line of 12th Street (now vacated), which Line is parallel to the East-West Line comprising the North Boundary of Block 10 (now vacated) to a Point; thence Northerly 35 Feet on a Line parallel to the North-South Line comprising the East Boundary of Block 9 of Said Addition (now vacated) to a Point; thence Westerly 30 Feet to the Northeast Corner of Lot 1, Block 9 of Said Addition (now vacated); thence South along the East Line of Said Block 9 to the Southeast Corner thereof; thence Easterly 60 Feet to the Point of Beginning.

Also, a Tract of Land described as follows:

Beginning at a Point 70 Feet North of the Northwest Corner of Block 17 of Sheridan Land Company's Second Addition to the Town--now City--of Sheridan, Wyoming; thence North 200 Feet to a Point; thence East to the East Line of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ -NE $\frac{1}{4}$ ) of Section 22, Township 56 North, Range 84 West; thence South along Said Line to the Line of Eleventh Street; thence West to Place of Beginning. Said Tract being formerly described as Lot 2 in Block 13 of Sheridan Land Company Second Addition (now vacated).

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.

*James P. Evangelista*  
*Andreas Z. Evangelista*

STATE OF WYOMING  
County of Sheridan ss.

On this 21<sup>st</sup> day of April, 19 74 James P. and Andreas Z. Evangelista personally appeared

known to me to be the same person as described in and who executed the above and foregoing instrument and acknowledged to me that

he executed the same.



*Thos. D. Harrison*  
Notary Public, Sheridan County,  
State of Wyoming

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me personally appeared

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.

(SEAL)

My commission expires \_\_\_\_\_ 587 State of Wyoming