

7782-639

MONTANA-DAKOTA UTILITIES CO. 344
PIPE LINE EASEMENT BY OWNER

THIS INDENTURE, made this 18th day of November, A.D., 1975, 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:

DAVID J. WITHEROW and MARILYN N. WITHEROW - Husband and Wife
P.O. Box #6254
Sheridan, WY 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:

An East-West private road that is located between Tracts Twenty (20) and Twenty-One (21), the West Twenty (20) Feet of Tract Twenty-Two (22), the West Twenty (20) Feet and the South Twenty (20) Feet of the East 665 Feet of Tract Twenty-Three (23). All located in McNally Third Subdivision, a part of the Northeast Quarter of the South-west Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-Three (23), Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming.

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.

David J. Withrow
Marilyn N. Withrow

STATE OF WYOMING
County of Sheridan

On this 18th day of November, 1975, before me, personally appeared

DAVID J. WITHEROW and MARILYN N. WITHEROW - Husband and Wife

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.

Robert E. Sheer
Notary Public, Sheridan County,
State of Wyoming

STATE OF WYOMING
County of Sheridan

On this 18 day of Nov, 1976, before me personally appeared

known to me to be the same and respective of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

CONSIDERATION NOT IN EXCESS OF \$100

Robert E. Sheer
Notary Public Sheridan County,
State of Wyoming

(SEAL)
My commission expires Sept 12, 1976