

MONTANA-DAKOTA UTILITIES CO. 475
PIPE LINE EASEMENT BY OWNER

RECORDED AUGUST 8, 1980 BK 250 PG 478 NO.796765 MARGARET LEWIS, COUNTY CLERK

THIS INDENTURE, made this 20th day of May, A.D. 19 80, between MONTANA-DAKOTA UTILITIES CO., a corporation, 400 North Fourth Street, Bismarek, North Dakota 58501, hereinafter called "COMPANY," its successors and assigns, and the following named persons, herein, whether singular or plural, called "OWNER," namely:

HOLLY SUGAR CORPORATION

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 10 feet in width, on the hereinafter described lands, together 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, namely:

The North 10 Feet of the NE¼-SW¼, and the NW¼-SE¼ of Section 21, T56N, R84W, of the 6th P.M., Also a 10 Foot strip along the East side of the NW¼-SE¼, said Section 21, beginning 10 Feet South of the Northeast corner of the NW¼-SE¼, Section 21, Thence South 418.5 Feet.

The courses and distances of the above Easement are diagrammatically illustrated on the drawing marked Addendum "A" attached herein and hereby made a part of hereof.

Should additional pipe lines 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, 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 line or lines and for the purpose of doing all necessary work in connection therewith, subject to terms and conditions contained in Addendum herein. COMPANY hereby agrees that it will pay any and all damages that may result to the crops, fences, buildings and improvements on said premises caused by constructing, reconstructing, maintaining, repairing, operating or removing said pipe line or lines. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by COMPANY and one by OWNER; these two shall select the third person. The award of these three persons shall be final and conclusive. See also Addendum herein. Addendum marked "B" is attached hereto and hereby made a part of hereof.

If the herein described lands are in the State of North Dakota, this easement is limited to a term of 99 years. 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.

HOLLY SUGAR CORPORATION

BY [Signature] Vice President

ATTEST: [Signature] Assistant Secretary

STATE OF Colorado
County of El Paso

On this 20th day of May, 19 80, before me personally appeared C. E. Morgan and John C. Cooper

known to me to be the same persons described in and who executed the above and foregoing instrument and acknowledged

to me that they executed the same, (known to me to be the Vice President and Assistant Secretary respectively of the corporation that is described in and that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.)

[Signature]
Notary Public, El Paso County,
State of Colorado



(NOTARY SEAL)

My Commission Expires: My Commission Expires June 29, 1980

W.O. _____ TRACT NO. _____ L.R.R. NO. _____

ADDENDUM "B" TO
PIPELINE EASEMENT
DATED May 20, 1980
HOLLY SUGAR CORPORATION
TO
MONTANA-DAKOTA UTILITIES, CO.

Company hereby agrees that:

(1) Company shall lay and install the pipelines and equipment previously mentioned and conduct its removal operations hereunder in such manner as will not interfere with the use of such lands by Owner, or Owner's lessees, and will cause no damage to buildings, improvements or other property of Owner, or Owner's lessees, upon such lands; provided, however, that Company may remove trees to the extent necessary in laying and installing such lines:

(2) Company shall pay for all damages to property or persons and shall indemnify and hold harmless Owner, its officers, employees and lessees, from any damage, litigation or liability arising out of or occasioned by its operations pursuant hereto;

(3) Company shall obtain necessary easements from the owners (other than Grantor-Owner) of the property upon which such pipelines are to be laid;

(4) Company shall bury all pipelines to a sufficient depth so as not to interfere with the cultivation of the soil.

(5) Owner, at its option, at any time hereafter, cancel the easement granted hereby if its location in Owner's opinion interferes with Owner's optimum use and development of its premises. In such event Owner shall grant Company new permanent rights-of-way over courses and distances which do not interfere with Owner's use of its premises, and Company shall relocate its pipes to conform to the new easement so granted. The expense of any such relocation whether or not at Owner's instance shall be borne by Company.

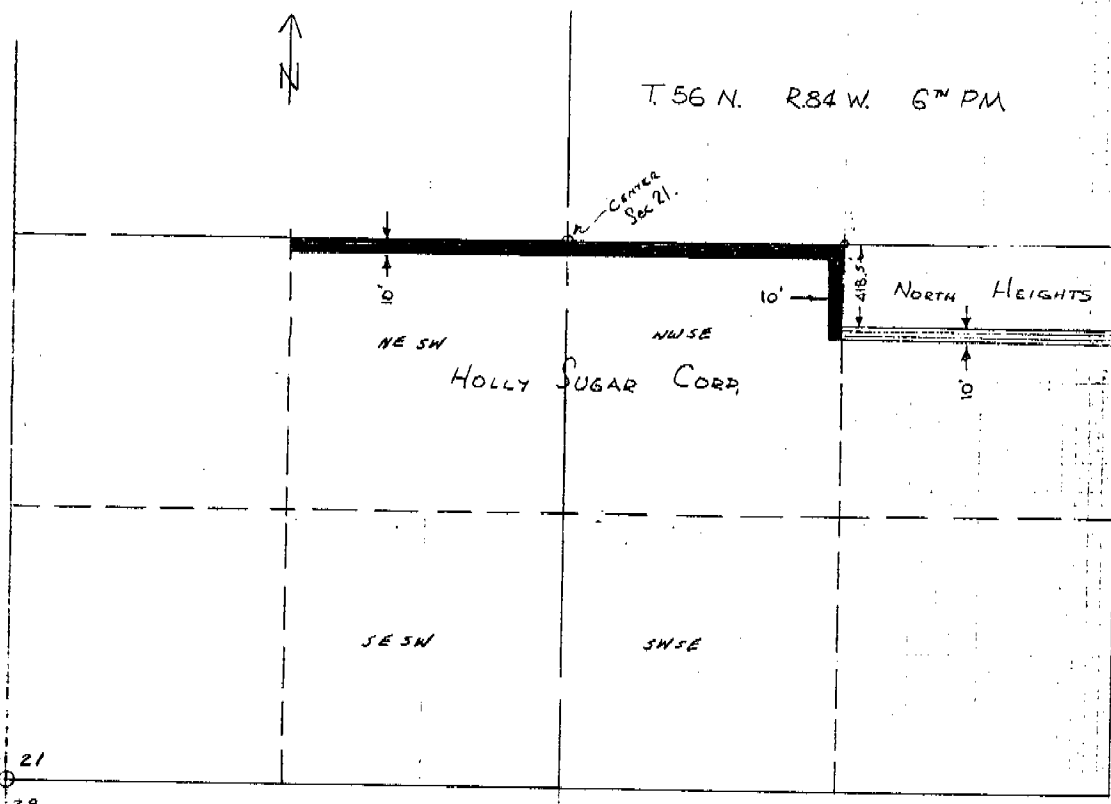


EXHIBIT A

- ▤ - EASEMENT - ROBERTS
- - EASEMENT - HOLLY SUGAR CORP.