

## MONTANA-DAKOTA UTILITIES CO.

## PIPE LINE EASEMENT BY OWNER

RECORDED AUGUST 14, 1979 BK 242 PG 187 NO. 771703 MARGARET LEWIS, COUNTY CLERK

THIS INDENTURE, made this 12th day of February, A.D., 1979, between MONTANA-DAKOTA UTILITIES CO., 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:

NORMAN T. ATTER and TODD A. ATTER, A Partnership, whose address is Buffalo Star Route, Sheridan, Wyoming 82801

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement        feet in width, being        feet left, and        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, 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 Southerly Twenty (20) feet of Tract Nine (9) of Pleasant Valley Subdivision, A part of the Southwest Quarter of Section Twenty Six, Township 55 North, R84 West of the 6th P.M., Sheridan County, Wyoming.

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, 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 pipe line 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, repairing or removing said gas pipe line or lines and for the purpose of doing all necessary work in connection therewith.

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.

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.

Norman T. Atter  
Todd A. Atter

STATE OF WYOMING  
County of SHERIDAN ) ss.

On this 15th day of May, 1979, before me personally appeared Norman T. Atter & Todd A. Atter

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

to me that The y executed the same, (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.)

Frances K. Heglo  
Notary Public, Sheridan County,  
State of Wyoming

(NOTARY SEAL)

My Commission Expires: June 5, 1980

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