

122

672939 EASEMENT  
BOOK 517 PAGE 0122  
RECORDED 06/28/2010 AT 01:40 PM  
EDA S. THOMPSON, SHERIDAN COUNTY CLERK

Return to:  
Name MDU, Attn: Debbie Buck  
Address 5181 Southgate Drive, Billings MT 59101-4627

**MONTANA-DAKOTA UTILITIES CO.  
PIPELINE EASEMENT BY OWNER**

THIS AGREEMENT, made this 25<sup>th</sup> day of March, A.D., 2010, between MONTANA-DAKOTA UTILITIES CO., A DIVISION OF MDU RESOURCES GROUP, INC., 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:

**Sheridan Heights Ranch, LLC  
13 Cemetery Road, Sheridan, WY 82801**

WITNESSETH, that for valuable considerations received, OWNER does hereby grant, bargain, sell and convey unto COMPANY, its successors and assigns, an easement 16 feet in width, being 8 feet left, and 8 feet right of the centerline, as laid out and/or surveyed, or as finally installed on the hereinafter described lands, together with the right to construct, reconstruct, operate, maintain, repair, remove and replace, a gas pipeline or lines, including necessary pipes, and a buried or semiburied electric distribution system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith through, over, under, and across the following described real estate, situated in the County of Sheridan, State of Wyoming namely:

**The N ½ of Section 29, the NW ¼ SW ¼ of Section 29, and the NE ¼ SE ¼ of Section 30, T56N, R84W of the 6<sup>th</sup> P. M., Sheridan County, Wyoming; as described in EXHIBIT "A" and to be attached hereto and by this reference made a part hereof.**

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 underground lines or COMPANYS' 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 underground 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, including crops, fences, buildings and improvements on said premises, caused by constructing, maintaining, repairing, operating, replacing or removing said underground 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 Wyoming, OWNER does hereby release and waive all rights under and by virtue of the homestead exemption laws of that state.

COMPANY shall indemnify and hold OWNER harmless from any legal actions or claims of any form that involve the easement and right of way conveyed by OWNER to COMPANY herein, unless they are the sole result of OWNER's gross negligence. Notwithstanding the foregoing, COMPANY does not waive any right it may claim with respect to the Wyoming Government Claims Act.

This agreement is binding upon the successors and assigns of the parties and shall run with the land.

IN WITNESS WHEREOF, OWNER has executed this easement as of the day and year first above written



**Donald B. Roberts, Manager  
Sheridan Heights Ranch, LLC**

STATE OF California

COUNTY OF Monterey

ss.

On this the 25 day of March 2010, before me personally appeared Donald B. Roberts known to me, or satisfactorily proved to be the person who described in and who executed the above and fore going instrument and acknowledged to me that he executed the same (known to me to be the \_\_\_\_\_ and \_\_\_\_\_ respectively, of the corporation that is described in and that executed the foregoing instrument, acknowledged to me that such corporation executed the same.)

(this space for recording data only)

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires \_\_\_\_\_

W.O. \_\_\_\_\_ Tract NO. \_\_\_\_\_ LLR NO. \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

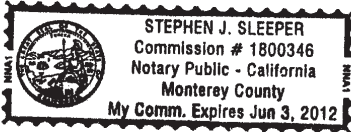
State of California

County of Monterey

On 3/25/2010  
Date

before me, Stephen J. Sleeper Notary Public  
Here Insert Name and Title of the Officer

personally appeared Donald B. Roberts  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his~~er~~/their authorized capacity~~(ies)~~, and that by his~~er~~/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Signature]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Pipeline Easement by Owner

Document Date: 3/25/2010

Number of Pages: 2

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

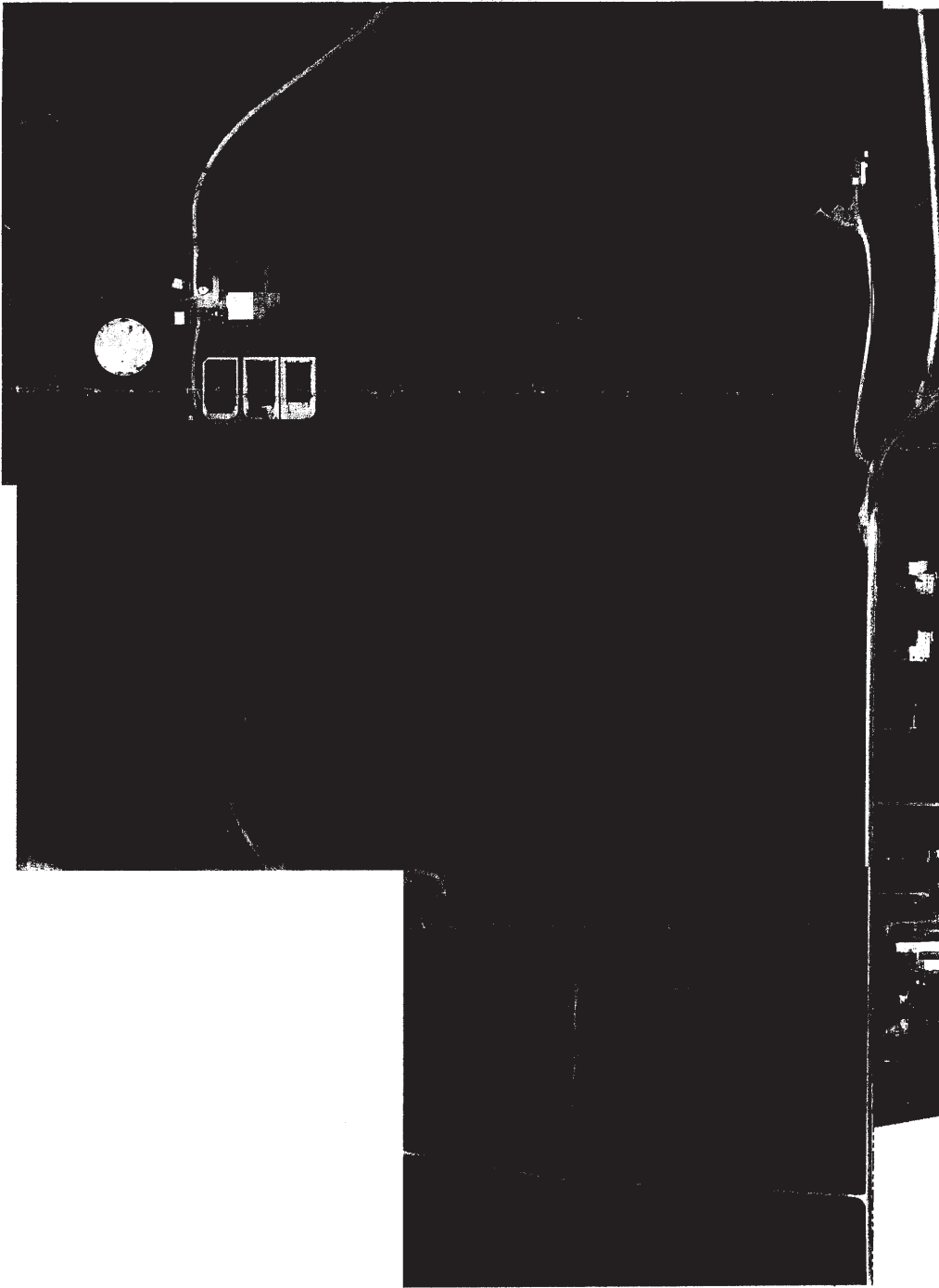


EXHIBIT "A"