

CPU 147  
Billy Creek-Sheridan Line

RECORDED MAY 14, 1955, BK 102 PG 121  
NO. 376415, R. B. HUME, COUNTY CLERK  
EASEMENT - CATHODIC PROTECTION

THIS INDENTURE, made this 9 day of May, A.D. 1955, between ROXY VARICALLA and ANNA J. VARICALLA, his wife, Buffalo Star Route, Sheridan, Wyoming.

hereinafter called "OWNER" and MONTANA-DAKOTA UTILITIES CO., a Delaware corporation, 831 Second Avenue South, Minneapolis, Minnesota, hereinafter called "COMPANY" WITNESSETH:

1. OWNER for and in consideration of the sum of One Dollar (1.00) and other good and valuable considerations in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and convey unto the COMPANY, its successors and assigns forever, the right, privilege and authority to construct, operate, maintain, repair and remove upon, over, under and across the following described real estate, ground electrodes, electric wires, poles and towers, with all necessary and incidental instruments, apparatus, devices, equipment and appurtenances with sufficient shelter therefor, for the purpose of protecting the COMPANY'S gas pipelines against corrosion; said real estate being situated in the county of Sheridan, state of Wyoming, and described as follows:

Tracts Fifteen (15) and Sixteen (16) in McNally's Subdivision (located in the South Half of the Northwest Quarter ( $S_2^1 NW_4^1$ ) of Section Twenty-six (26), Township Fifty-five (55) North, Range Eighty-four (84) West;

2. All wires, pipes and material buried in the ground shall be buried at a depth of not less than eighteen inches (18"). This easement covers the installation, maintenance, repair and removal of only such items as are necessary and incidental to secure protection against corrosion of the COMPANY'S gas lines and grants no right for any installation of equipment or property not used or useful in connection therewith.

3. OWNER hereby grants to the COMPANY, its successors and assigns, the right at all reasonable times to enter upon said premises for the purpose of constructing, maintaining, operating, repairing and removing any of the aforesaid property while used for corrosion protection. The COMPANY by acceptance of this easement agrees to pay the OWNER or OWNER'S tenant, all damages resulting to crops, fences, buildings or improvements upon said premises caused by the COMPANY in constructing, maintaining, repairing, operating or removing said property.

IN WITNESS WHEREOF, the OWNER has executed these presents as of the day and year first above written.

Witnesses:

Roxy Varicalla  
Anna J. Varicalla

(OWNER)

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) SS

On this 9 day of May, A.D. 1955, before me, the undersigned, a Notary Public in and for the state of Wyoming, personally appeared ROXY VARICALLA and ANNA J. VARICALLA, his wife,

known to me to be the person whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

John L. Hansen  
NOTARY PUBLIC, STATE OF Wyoming  
Residing at Sheridan, Wyoming  
My Commission Expires My Commission expires July 14, 1955

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) SS

On this 9 day of May, A.D. 1955, before me, the undersigned, a Notary Public, personally appeared the corporation, known to me to be the the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

NOTARY PUBLIC, STATE OF WYOMING  
Residing at Sheridan, Wyoming  
My Commission Expires My Commission expires July 14, 1955

FORM 334

CONSIDERATION NO. 1 IN EXCESS OF \$100