

**After Recording, Return To:**  
NorthWestern Energy  
Lands & Permitting Department  
11 East Park Street  
Butte, MT 59701-1711

## **PIPELINE EASEMENT**

**ANACONDA-DEER LODGE COUNTY**, a political subdivision of the State of Montana, "Grantor", in consideration of \$1.00 and other good and valuable consideration, in hand paid, the receipt of which is acknowledged, does grant and convey to **NORTHWESTERN CORPORATION D/B/A NORTHWESTERN ENERGY**, a Delaware corporation, 11 East Park Street, Butte, Montana 59701-1711, "Grantee", and to its successors, assigns and apportionees, an easement up to **twenty (20')** feet in width upon which to construct, operate, maintain, replace, upgrade, and remove a natural gas pipeline, communications system, and necessary appurtenances, over, under, along and across that certain real property located in **Anaconda-Deer Lodge County, Montana**, and particularly described as follows:

A portion of Tract 1-A and Tract 1-E of the East Yards Frontage Minor Subdivision Plat, recorded on Certificate of Survey 456-A, and a portion of Mitchell Road of Certificate of Survey No. 298-A, located in the SE4 of Section 2, Township 4 North, Range 11 West, P.M.M., Anaconda-Deer Lodge County, Anaconda, Montana, according to the official plat thereof on file and or record in the office of the Clerk and Recorder of Anaconda-Deer Lodge County, Montana.

For an illustration of the approximate location of the easement area, see Exhibit "A" attached hereto and by this reference made a part hereof.

**TOGETHER** with reasonable right of access to and from the easement area over lands of the Grantor using existing roads and trails where practicable; the right to use and keep the easement area free and clear of any and all obstructions or structures, except fences; and the right to clear and remove all timber, brush, or vegetation outside of the easement area that may, in the Grantee's sole opinion, endanger the gas pipeline, communications systems, or necessary appurtenances. The Grantee may temporarily use an additional workspace as reasonably needed adjacent to the easement during construction or maintenance.

**GRANTOR** covenants with the Grantee that the Grantor is lawfully seized and possessed of the real estate above-described, and that the Grantor has a good and lawful right to convey it, or any part thereof.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature and Acknowledgment Attached

**Anaconda-Deer Lodge County**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss.

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, known to be the \_\_\_\_\_  
of **Anaconda-Deer Lodge County**.

(NOTARY SEAL)

Print Name: \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_, 20\_\_\_\_

Project: ANA RS LOT 1-A E YARDS FRONTAGE MINOR  
Agent: Dylan Swanson  
Engineer: Corey Eisenzimer  
SAP No.: 24114372-2050  
QRM #: \_\_\_\_\_