

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, DAVIS M. SWAN, a single man

of Box 281, Big Horn, Wyoming hereinafter called Grantor (whether one or more), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants and warrants to Montana-Dakota Utilities Co., a corporation, of 400 North Fourth Street, Bismarck, North Dakota, 58501, Grantee, and to its successors and assigns, perpetual right-of-way and easement for the construction, reconstruction, replacement, operation, maintenance, repair and removal of the unbundled electric distribution system, street lighting system or communication system, or any combination thereof including the necessary cables, pedestals, transformers, transformer bases and other fixtures and apparatus in connection therewith, to be located upon, under and within the following real estate in Sheridan County, State of Wyoming namely: _____

Beginning at a point, said point being S27°53'53"W,
983.03 feet from the northeast corner of said Section
23:

Thence S69°38'02"W, 55.68 feet to a point;
Thence S88°52'19"W, 85.33 feet to a point;
Thence N33°07'34"W, 137.58 feet to a point;
Thence N53°14'02"W, 175.77 feet to a point on a fence-
line being the common boundary between Davis M. Swan
and Charles F. Walter, said point being S50°32'54"W,
1053.48 feet from said northeast corner of Section 23.

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, replacing, maintaining, repairing, operating or removing said electric 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 electric line or lines or COMPANY'S rights hereunder.

The Grantor also hereby grants to Montana-Dakota Utilities Co., its successors and assigns, the right of ingress and egress for the purposes of the easement and right-of-way described herein.

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, the Grantor has signed this grant of easement this 3rd day of November 1983.

STATE OF Wyoming)
County of Sheridan) ss.

On this 3rd day of November, 19 83, before me personally appeared

DAVIS M. SWAN

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

me that "he" executed the same, (XXXXXXXXXXXXXXXXXXXX)

Notary Public, Sheridan County, Wyoming
State of Wyoming

MY COMMISSION EXPIRES: JULY 9, 1966

My Commission Expires:

W.O. 71-13642 TRACT NO. _____ L.R.R. NO. 23310