

MONTANA-DAKOTA UTILITIES CO.

UNDERGROUND ELECTRIC RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned,  
BRADFORD J. SPEAR and PATRICIA B. SPEAR, husband and wife

of Dayton, WY 82836  
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 Delaware corporation, of 400 North Fourth Street, Bismarck, North Dakota, 58501, Grantee, and to its successors and assigns, a perpetual right-of-way and easement for the construction, reconstruction, operation, maintenance, repair and removal of buried or semiburied 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, and does hereby release and waive all rights under and by virtue of the homestead exemption laws of this state, namely:

A tract of land situate in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Thirty-one (31), Township Fifty-seven (57) North, Range Eighty-six (86) West of the Sixth Principal Meridian, described as follows: Beginning at a point which is North 88°41' East a distance of 1321.8 feet from the Southwest corner of said Section Thirty-one (31), Township Fifty-seven (57) North, Range Eighty-six (86) West; thence North 0°18' East a distance of 991.8 feet; thence North 88°36' East a distance of 520.2 feet; thence South 16°33' West a distance of 786.3 feet; thence South 0°17'30" West a distance of 249.9 feet; thence South 89°51' West a distance of 300 feet to the point of beginning; containing 8.74 acres, more or less, Said underground electric line will be constructed and located as shown on the attached plat, marked as Exhibit "A" and made a part hereof.

COMPANY by the acceptance hereof, hereby agrees that it will pay any and all damages that may result, including, but not limited to crops, fences, buildings and improvements on said premises, caused by constructing, maintaining, repairing, operating, replacing or removing said ~~electric~~ lines. 2000  
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.

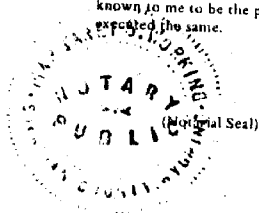
IN WITNESS WHEREOF, the Grantor has signed this grant of easement this 19th day of April, 1977

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Grantor

STATE OF Wyoming )  
COUNTY OF Sheridan ) ss.

On this 19th day of April, 1977, before me personally appeared Bradford J. Spear and Patricia B. Spear, husband and wife

known to me to be the person(s) described in and who executed the within instrument, and acknowledged to me that he Y executed the same.



Margaret L. Winkler  
Notary Public  
Sheridan County, Wyoming

My commission expires: My Commission expires October 7, 1977

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_  
known to me to be the \_\_\_\_\_ and \_\_\_\_\_  
respectively, of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Notarial Seal)

\_\_\_\_\_  
Notary Public  
County, \_\_\_\_\_

My commission expires: \_\_\_\_\_