

MONTANA-DAKOTA UTILITIES CO.
UNDERGROUND ELECTRIC RIGHT-OF-WAY EASEMENT

JOHN E. McWILLIAMS and MARY ELLEN McWILLIAMS, Husband and Wife

1004 Big Goose Road, Sheridan, Wyoming 82801

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, Grantor, and to its successors and assigns, a perpetual right-of-way and easement for the construction, reconstruction, replacement, operation, maintenance, repair and removal of buried or overhead 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 _____ County, State of _____ Wyoming, namely:

A strip of land 16 feet wide being 8 feet on each side of a centerline situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, T55N R85W, 6th P.M., Sheridan County, Wyoming; said centerline described as follows:

Beginning at a point on the centerline of an existing overhead power line; said point being N81°40'47"W, 2815.37 feet from the east quarter corner of said Section 17; thence S06°36'33"E, 138.83 feet to a point; thence S27°01'07"W, 28.85 feet to a point; thence S02°49'36"E, 208.19 feet to a point; thence S28°21'54"E, 34.13 feet to a point on the centerline on County Road No. 99, said point being N89°52'45"W, 2756.39 feet from said east quarter corner.

Basis of bearings is Wyoming State Plane.

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 _____ day of July, 1984.

Mary Ellen McWilliams
John E. McWilliams

STATE OF _____

County of _____

On this _____ day of July, 1984, before me personally appeared

JOHN E. McWILLIAMS and MARY ELLEN McWILLIAMS, Husband and Wife

known to me to be the same persons, described in and who executed the above and foregoing 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, and acknowledged to me that such corporation executed the same.)

John E. McWilliams

Notary Public, _____

State of _____

My Commission Expires _____

23375

W.O. _____ TRACT NO. _____ L.R.R. NO. _____