

THIS AGREEMENT made and entered into this day by and between
BIG HORN COAL COMPANY of Sheridan, Wyoming, PARTY OF THE FIRST PART,
and the SHERIDAN-JOHNSON RURAL ELECTRIFICATION ASSOCIATION, a
Wyoming Corporation of Sheridan, Sheridan County, Wyoming, PARTY
OF THE SECOND PART,

WITNESSETH: That

WHEREAS, the Party of the First Part is the owner of the follow-
ing described tract of land situate in the County of Sheridan,
State of Wyoming, to-wit:

West Half (W $\frac{1}{2}$) and the Southeast Quarter (SE $\frac{1}{4}$) of Section
Nine (9); West Half of Section Fifteen (15), Township 57
North, Range 84 West of the Sixth Principal Meridian,
Sheridan County, Wyoming,

Which tract of land is more particularly described and delineated
on the plat hereto attached and marked Exhibit A, and which tract
of land will, for brevity, be hereinafter termed "said premises", and

WHEREAS, the Party of the Second Part is the owner and operator
of a certain electric light and power distribution system in the
County of Sheridan, State of Wyoming, and is proposing to extend
its said power lines from a point near the center of the Southwest
Quarter (SW $\frac{1}{4}$) of said Section 15 (location of the Montana-Dakota
Utilities power plant) in a northwesterly direction, and said Second
Party desires to cross said premises with said power and light line
in order to serve its customers along said proposed new line,

NOW, THEREFORE, in consideration of the premises it is mutually
agreed, promised and understood:

I.

In consideration of One Dollar, this day in hand paid by the
Party of the Second Part to the Party of the First Part, the receipt
whereof is hereby confessed and acknowledged, and of the covenants
on the part of the Party of the Second Part hereinafter contained,
the Party of the First Part, subject to the terms and conditions
hereinafter set forth, does hereby grant to the Party of the Second

679

Part the rights and liberties following, namely:

(a) The right to construct, operate and maintain over and across the premises above described, to-wit:

West Half (W $\frac{1}{2}$) and the Southeast Quarter (SE $\frac{1}{4}$) of Section Nine (9); West Half of Section Fifteen (15), Township 57 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, and/or

the streets, roads or highways abutting the same, an electric transmission or distribution line or system, including the necessary guy and brace poles, anchors and guy wires, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike wires in falling. Such line or system shall be located as shown on such Exhibit "A".

(b) Liberty from time to time to enter upon said premises, or any part thereof, for the purpose of repairing or renewing the same as occasion may require, doing no unnecessary damage to said premises, and restoring the surface thereof whenever opened up, as soon as may be.

(c) Liberty to enter upon said premises and to remove said light and power line whenever the Party of the Second Part shall determine to abandon the use thereof, or whenever the right to maintain the same upon said premises for any reason shall cease, doing no unnecessary damage to said premises, and restoring the surface thereof whenever opened up, as soon as may be.

To hold and enjoy the said rights and liberties hereby granted unto the Party of the Second Part forever, subject to determination as hereinafter provided.

II.

The Party of the Second Part covenants with the Party of the First Part as follows: namely, --that Party of the Second Part,

(a) Will do all work and things hereby authorized to be done by it upon or effecting said premises, in a good and workmanlike manner, and so as to cause no unnecessary damage, or disturbance to said premises.

879

(b) Will be responsible for and pay to the Party of the First Part, its tenants, successors and assigns, any damages occasioned to it by Party of the Second Part or its agents in so constructing, repairing, renewing or removing said electric light and power line, or any part thereof, or by reason of any broken wires or poles or that may result from any reason or cause to the Party of the First Part or to said premises in consequence of the granting by the Party of the First Part of said rights and privileges;

(c) Will keep Party of the First Part indemnified against all actions, claims, and demands that may be lawfully brought or made against it by reason of anything done by Party of the Second Part in exercise or purported exercise of the rights and privileges hereby granted;

(d) Will keep the lines and other equipment of the Second Party, which shall be strung or placed on said premises, in good repair and condition;

(e) Will move its said power lines upon demand of First Party, provided that First Party shall find that said power line, as located, would interfere with the strip coal mining operations of First Party;

(f) Will, whenever its right to maintain the said light and power line upon said premises shall cease, within thirty days thereafter, remove said light and power line from said premises, and in such case and also in case it desires to abandon the use of said light and power line and remove the same from said premises, will restore the said premises, or such parts thereof as have been opened, disturbed or damaged by Party of the Second Part, to the same, or as good a state and condition, as they were in immediately before the date of such removal.

III.

Notwithstanding any other provision hereof, Party of the First Part reserves the right to use the premises occupied by the right of way hereby granted for any purpose that does not interfere with Party of the Second Part's use of such premises for the purposes set forth in Section I hereof, such right of Party of the First Part to

include, but not be limited to, the right to use such premises for agricultural purposes of any kind.

IV.

If there shall be any breach of any of the covenants on the part of the Party of the Second Part, or the conditions herein contained, then and in any such case, it shall be lawful for the Party of the First Part on thirty days' notice in writing given to the Party of the Second Part, to determine these presents, and thereupon the same shall be determined without prejudice to the remedies of either party in respect of anything done or suffered before said determination, or to any right accruing to either party under the provisions hereof.

V.

Party of the First Part covenants with Party of the Second Part that Party of the Second Part performing and observing the covenants and conditions on its part to be performed and observed may peaceably hold and enjoy the rights and liberties hereby granted without any interruption by the part of the Party of the First Part.

VI.

The mention in this Agreement of either of the parties hereby by name or otherwise, shall be deemed to include its successors and assigns, unless otherwise inconsistent with the terms and provisions hereof.

IN WITNESS WHEREOF, the Big Horn Coal Company has caused these presents to be executed in duplicate this 24th day of July, A.D. 1954 at Sheridan, Wyoming; and the Sheridan-Johnson Rural Electrification Association, a Wyoming Corporation, has caused same to be executed in duplicate this 20th day of September A.D. 1954 at Sheridan, Wyoming.

ATTEST:

W. R. M. Little
Assistant Secretary

BIG HORN COAL COMPANY

By A. J. Lonabough
President



282

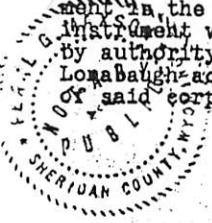
SHERIDAN-JOHNSON RURAL ELECTRIFICATION ASSOCIATION,
a Wyoming Corporation

By *[Signature]*
Official Capacity



STATE OF WYOMING }
COUNTY OF SHERIDAN }

On this 24th day of July 1954, before me appeared A. W. Lonabaugh, to me personally known, who being by me duly sworn, did say that he is the President of Big Horn Coal Company, a Wyoming corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that the said A. W. Lonabaugh acknowledged said instrument to be the free act and deed of said corporation.



Pearl G. Maxson
Notary Public
My Commission expires: May 13, 1957

STATE OF WYOMING }
COUNTY OF SHERIDAN } ss

On this 20th day of September 1954, before me appeared *S. Harold C. Ash*, to me personally known, who being by me duly sworn, did say that he is the President of Sheridan-Johnson Rural Electrification Association, a Wyoming Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and that said *S. Harold C. Ash* acknowledged said instrument to be the free act and deed of said Corporation.



Dan Selver
Notary Public
My Commission expires: May 16, 1957

R84W

283

3-Phase / 3-Wire, Size 4/0
Single Pole 22,000 KV Transmission Line

SHERIDAN-WYOMING COAL COMPANY Right-of-way
To

SHERIDAN-JOHNSON
RURAL ELECTRIFICATION
ASSOCIATION

Sheridan, Wyoming

Scale - 1" = 1 mile

