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Basin Electric Power Cooperative  
2201 South Douglas Highway, Suite 130  
Gillette, Wyoming 82718-5405

590595 CORRECTED EASEMENT  
BOOK 490 PAGE 0408  
RECORDED 10/25/2007 AT 11:00 AM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

PROJECT NO. 222  
PARCEL NO. 0970,0980,1000,1010

**Corrective Easement Replaces Book 482 Page 0079**

**TRANSMISSION LINE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Don C. Malli and Betty Ann Malli, husband and wife**, of the post office address P.O. Box 66, Arvada, Wyoming 82831, whether one or more, hereinafter referred to as the "Grantor(s)" being the owner of, or having an interest in, land situated in the County of **Sheridan**, State of Wyoming, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto **Basin Electric Power Cooperative**, whose address is 1717 East Interstate Avenue, Bismarck, North Dakota 58503-0564, hereinafter referred to as "Grantee", and to its successors and/or assigns, the exclusive right for so long as the property is needed for an electrical transmission line, to enter upon the lands of the Grantor(s) referred to and to place, construct, reconstruct, operate, repair, inspect, maintain, and replace thereon a line or system for the purpose of transmitting and/or distributing electricity, including all necessary fixtures, including poles, wires, all necessary attachments, and appurtenances thereto, including but not limited to any and all communications systems, equipment, lines, etc. which are now or might from time to time in the future be determined to be necessary or helpful with respect to operation, repair, monitoring, etc. of the transmission system, and to cut down, top, trim, control the growth, or eliminate trees or shrubbery within the Easement Area which might interfere with or endanger the said transmission line.

There will be no buildings, wells, hay or straw stacks or other structures placed in the Easement Area. The Grantor(s), his/her/their heirs, successors and/or assigns will have the right to plow, plant, cultivate, harvest or use in any manner said premises as long as the Grantor(s) does not interfere with any of the rights and privileges herein granted to the Grantee or endanger any property of either party. The Grantee will have the right of ingress and egress at all times across the Grantor(s)'s Easement Area for the purpose of carrying out the provisions of the easement and the right to install, maintain, and use gates in all fences which cross the Easement Area.

The electric transmission line easement is described as follows and as shown on Exhibit "A" attached hereto and made a part hereof:

**PARCEL #0970**

NW1/4; SW1/4NE1/4; GOVERNMENT LOTS 2&3 SECTION 25-T55N-R77W

A STRIP OF LAND 62.50 FEET ON EACH SIDE OF A CENTERLINE TO BE DESCRIBED, LOCATED IN THE NORTHWEST ONE-QUARTER, THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, AND GOVERNMENT LOTS 2&3 OF SECTION 25 - TOWNSHIP 55 NORTH - RANGE 77 WEST OF THE SIXTH

PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SECTION 25 THENCE N00°13'04"E A DISTANCE OF 66.76 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE S89°34'22"E A DISTANCE OF 2780.22 FEET; THENCE S88°04'15"E A DISTANCE OF 2495.60 FEET TO THE EAST LINE OF SAID SECTION 25 AND THERE TERMINATING.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT WITH PROPERTY AND SECTION LINES.

THE BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST ZONE. THE DISTANCES ARE IN TERMS OF GROUND DISTANCE.

THE ABOVE DESCRIBED PARCEL CONTAINS 319.72 RODS/ 15.14 ACRES, MORE OR LESS.

**PARCEL #0980**

GOVERNMENT LOTS 2 & 3; N1/2SW1/4; S1/2E1/2 SECTION 30-T55N-R76W

A STRIP OF LAND 62.50 FEET ON EACH SIDE OF A CENTERLINE TO BE DESCRIBED, LOCATED IN GOVERNMENT LOTS 2 AND 3, THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER, AND THE SOUTH ONE-HALF OF THE EAST ONE-HALF OF SECTION 30 – TOWNSHIP 55 NORTH – RANGE 76 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SECTION 30 THENCE S00°06'16"E ON THE WEST LINE OF SAID SECTION 30 A DISTANCE OF 17.82 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE N88°04'15"E A DISTANCE OF 4948.33 FEET TO THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 30 AND THERE TERMINATING.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT WITH PROPERTY AND SECTION LINES.

THE BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST ZONE. THE DISTANCES ARE IN TERMS OF GROUND DISTANCE.

THE ABOVE DESCRIBED PARCEL CONTAINS 299.90 RODS/ 14.20 ACRES, MORE OR LESS.

**PARCEL #1000**

SW1/4; SE1/4NW1/4; E1/2 SECTION 29-T55N-R76W

A STRIP OF LAND 62.50 FEET ON EACH SIDE OF A CENTERLINE TO BE DESCRIBED, LOCATED IN THE SOUTHWEST ONE-QUARTER, THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, AND THE EAST ONE-HALF OF SECTION 29 – TOWNSHIP 55 NORTH – RANGE 76 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SECTION 29 THENCE S00°14'29"W ON THE WEST LINE OF THE SOUTHWEST ONE-QUARTER A DISTANCE OF 416.40 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE S88°04'15"E A DISTANCE OF 726.62 FEET; THENCE N77°18'16"E A DISTANCE OF 4562.70 FEET TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 29 AND THERE TERMINATING.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT WITH PROPERTY AND SECTION LINES.

ALSO THE FOLLOWING DESCRIBED GUYING EASEMENT

LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 29 – TOWNSHIP 55 NORTH – RANGE 76 WEST.

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 29; THENCE S00°14'29"W A DISTANCE OF 416.40 FEET; THENCE S88°04'15"E A DISTANCE OF 726.62 FEET; THENCE S05°22'59"E A DISTANCE OF 63.02 FEET TO THE POINT OF BEGINNING. THENCE N77°18'16"E A DISTANCE OF 20.16 FEET; THENCE S05°22'59"E A DISTANCE OF 80.00 FEET; THENCE S84°37'01"W A DISTANCE OF 40.00 FEET; THENCE N05°22'59"W A DISTANCE OF 80.00 FEET; THENCE S88°04'15"E A DISTANCE OF 20.16 FEET TO THE POINT OF BEGINNING. CONTAINING 0.07 ACRES MORE OR LESS.

THE BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST ZONE. THE DISTANCES ARE IN TERMS OF GROUND DISTANCE.

THE ABOVE DESCRIBED PARCEL CONTAINS 320.56 RODS/ 15.17 ACRES, MORE OR LESS.

**PARCEL #1010**

W1/2NW1/4 SECTION 28-T55N-R76W

A STRIP OF LAND 62.50 FEET ON EACH SIDE OF A CENTERLINE TO BE DESCRIBED, LOCATED IN THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 28 – TOWNSHIP 55 NORTH – RANGE 76 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 28 THENCE S00°11'55"W ON THE WEST LINE OF SAID NORTHWEST ONE-QUARTER A DISTANCE OF 2112.83 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE N77°18'16"E A DISTANCE OF 1280.29 FEET; THENCE S81°50'30"E A DISTANCE OF 39.28 FEET, MORE OR LESS, TO THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28 AND THERE TERMINATING.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED TO INTERSECT WITH PROPERTY AND SECTION LINES.

THE ABOVE DESCRIBED PARCEL CONTAINS 79.97 RODS 3.79 ACRES, MORE OR LESS.

ALSO THE FOLLOWING DESCRIBED GUYING EASEMENT

LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 28 – TOWNSHIP 55 NORTH – RANGE 76 WEST.

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26; THENCE S00°11'55"W ON THE WEST LINE OF SAID SOUTHWEST ONE-QUARTER A DISTANCE OF 1902.78 FEET; THENCE N86°43'47"E A DISTANCE OF 1250.29 FEET; THENCE N02°26'39"E A DISTANCE OF 62.81 FEET TO THE POINT OF BEGINNING. THENCE S86°43'47"W A DISTANCE OF 20.10 FEET; THENCE N02°26'39"E A DISTANCE OF 80.00 FEET; THENCE S87°33'21"E A DISTANCE OF 40.00 FEET; THENCE S02°26'39"W A DISTANCE OF 80.00 FEET; THENCE N81°50'30"W A DISTANCE OF 20.10 FEET TO THE POINT OF BEGINNING. CONTAINING 0.07 ACRES MORE OR LESS.

THE BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST ZONE. THE DISTANCES ARE IN TERMS OF GROUND DISTANCE.

It is further agreed as follows:

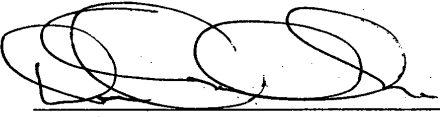
1. The Grantee will pay for all physical property damages that may be caused in the surveying, building, operating, and maintaining of its transmission line over and across the property of the Grantor(s).
2. The Grantor(s) agrees that all structures, poles, wires, and other facilities installed on the Easement Area at the Grantee's expense, will remain the property of the Grantee, and removable by the Grantee.
3. The Grantor(s) covenants and warrants that he/she/they are the owner(s) of the above-described lands subject to such defects, outstanding interests, liens or encumbrances as may now appear of record.
4. The rights of the Grantee hereunder may be assigned in whole or in part.
5. The term Grantee herein will be construed to include Grantee's agents, representatives, employees, contractors, and subcontractors.
6. For purposes of this Easement, the term "transmission line" will be a line not to exceed 345kV and may be owned, operated, and maintained by Grantee or a third party.
7. The Grantee will have the right to install and maintain anchors and guy wires when reasonably necessary, and the right of ingress and egress over other lands of Grantor(s) only as necessary to access the hereinabove described right-of-way.
8. The Grantee will have the right to leave the Easement Area for necessary travel around bodies of water, excessively wet ground or other physical barriers.
9. The Grantor(s) waives and releases all rights under and by virtue of the Homestead Exemption laws of the State of Wyoming.
10. Grantee agrees to indemnify and hold Grantor harmless from and against all third party claims which may result from the construction, operation and maintenance of said facilities, including, but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorneys' fees.
11. It is agreed that Grantor shall not grant or allow any parallel or longitudinal easements within Grantee's above-described easement.
12. Grantee shall not permit any employees, authorized agents, invitees, or any other person under the direction or control of Grantee to carry firearms or any weapon while on the easement. No hunting, camping, or open fires by Grantees employees, authorized agents, invitees or other persons under the direction or control of Grantee shall be permitted on the easement at any time. The use of explosives shall not be permitted on

the easement. Grantee shall not permit any employees, authorized agents, invitees, or any other person under the direction or control of Grantee to use any type of alcohol or drugs while on the easement. Grantee shall notify all of its contractors, agents, employees and invitees that no firearms, alcohol, drugs, weapons, hunting, camping, or open fires are permitted on the easement.

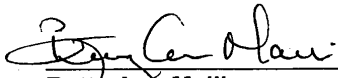
This instrument and the benefits and obligations herein contained will inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor(s) has set his/her/their hand this 11<sup>th</sup> day of October, 2007.

Grantor:

  
Don C. Malli

Grantor:

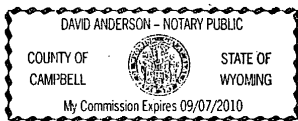
  
Betty Ann Malli

ACKNOWLEDGMENT

STATE OF Wyoming }  
COUNTY OF Sheridan }

The foregoing instrument was acknowledged before me, the undersigned notary public,  
this 11 day of October, 2007 by **Don C. Malli, husband.**

My commission expires:



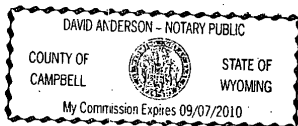
David Anderson  
Notary Public

ACKNOWLEDGMENT

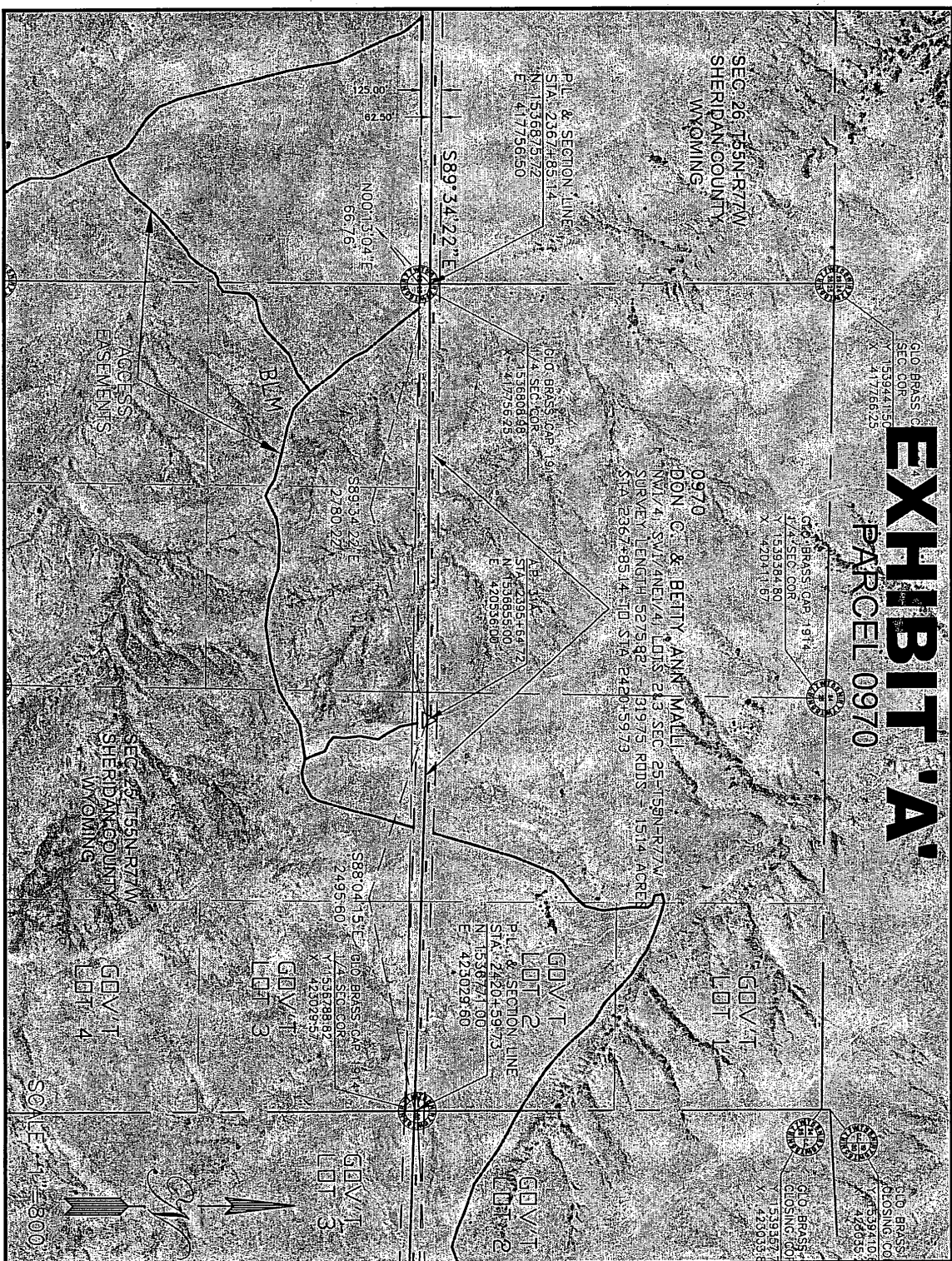
STATE OF Wyoming }  
COUNTY OF Sheridan }

The foregoing instrument was acknowledged before me, the undersigned notary public,  
this 11 day of October, 2007 by **Betty Ann Malli, wife.**

My commission expires:



David Anderson  
Notary Public

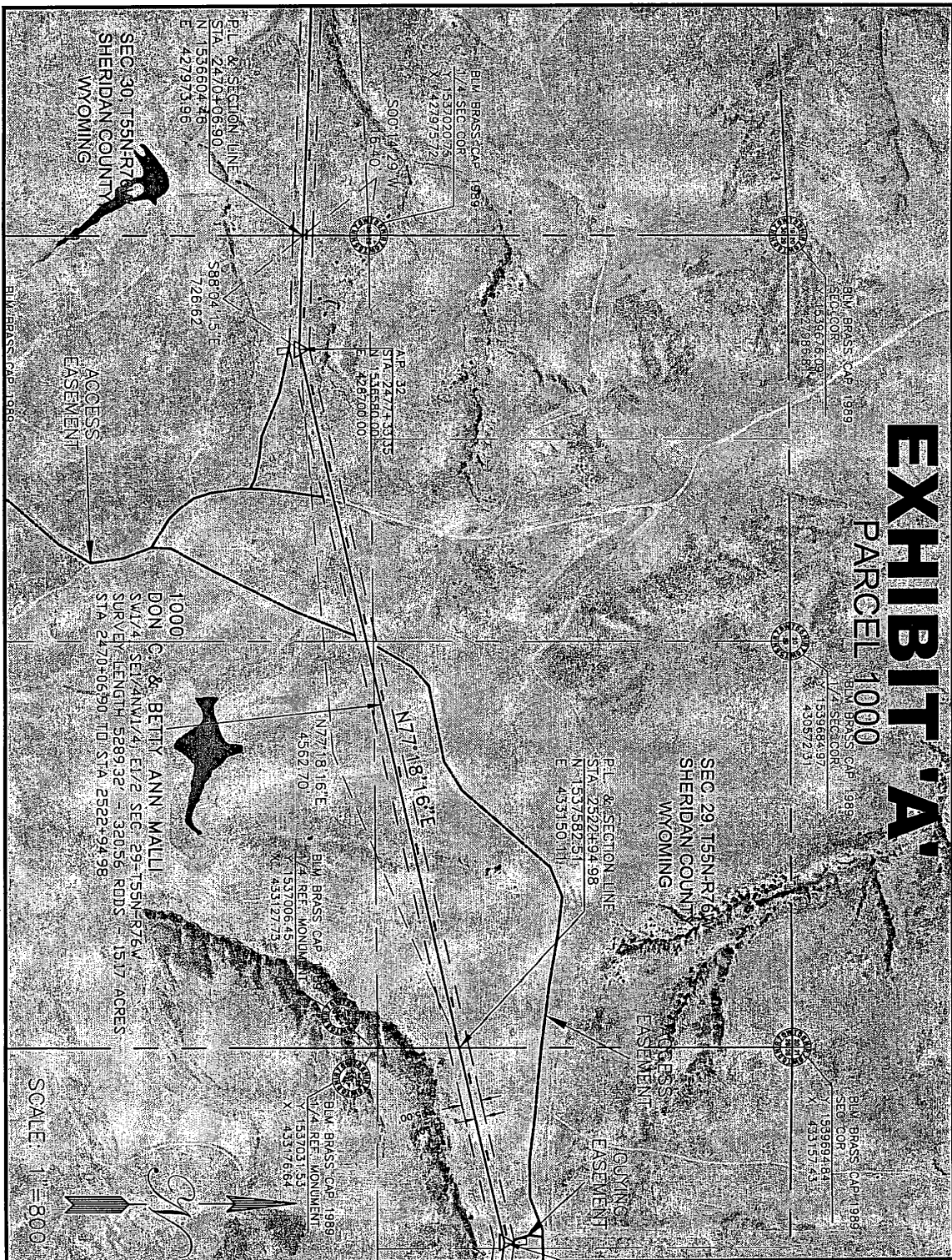




# PARCEL 0980







# PARCEL 1010

