

RIGHT-OF-WAY EASEMENT

No. T.R. 1
WYOMING

RECORDED APRIL 5, 1976 BK 214 PG 411 NO. 682223
KNOW ALL MEN BY THESE PRESENTS: MARGARET LEWIS, COUNTY CLERK

Elmer J. Mydland and Suzanne L. Mydland
and Milton Mydland, Susan Mydland and Mervin J. Mydland

1. That we the undersigned (whether one or more) Elmer J. Mydland and Suzanne L. Mydland ~~and Milton Mydland, Susan Mydland and Mervin J. Mydland~~ (husband and wife), hereinafter called Grantors, in consideration of the sum of Five Dollars (\$5.00), receipt of which is hereby acknowledged, and of the further agreements and considerations herein stated, do hereby grant and convey unto TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., of Denver, Colorado (hereinafter called Grantee), and to its successors and assigns, a perpetual right-of-way for the erection, construction, reconstruction, replacement, removal, maintenance and operation of an electric transmission line consisting of poles, towers, wires, cables, footings, foundations, crossarms and other equipment and fixtures, with right to alter, repair and remove the same in whole or in part at any time, which right-of-way shall be situated in Sheridan County, Wyoming, as follows:

An easement granted to Tri-State Generation and Transmission Association, Inc.; its agents and contractors; and to persons working for and with the Pacific Power & Light Company conveying the right to construct, operate, and maintain a certain three pole wooden transmission line pole structure entirely within an existing Pacific Power & Light Company right-of-way in the SE 1/4 Section 7, Township 57 North, Range 83 West of the 6th P.M. The center of said pole structure is to be located S. 36°34'27"W., a distance of 4,364.2 feet, more or less, from the North 1/4 corner of Section 8, Township 57 North, Range 83 West of the 6th P.M.

This grant of right-of-way is subject to all existing rights-of-way and easements -- specifically the right-of-way easement of the Pacific Power & Light Company now existing in said Section 7.

2. That Grantee shall also have the right of ingress and egress across Grantors' property for any purpose necessary in connection with the erection, construction, reconstruction, replacement, removal, maintenance and operation of said line. Such ingress and egress shall be exercised in a reasonable manner.

3. That Grantee shall also have the right at any time to cut, remove, clear away, trim, and control, by chemical means, machinery or otherwise, any and all trees, brush, and shrubbery, whether on said strip or adjacent thereto, which now or hereafter, in the opinion of Grantee, may interfere with the safe operation and maintenance of the line and equipment used in connection therewith.

4. That Grantee shall also have the right to install, maintain and use gates in all fences which now or might hereafter cross or be adjacent to said strip.

5. That Grantee shall at all times exercise due care and diligence to avoid damage to the fences, crops, livestock or other personal property on said real property and shall pay the undersigned for any and all damage to the crops of the undersigned caused by Grantee's agents or employees while performing construction or maintenance work on said right-of-way.

6. That Grantors, their heirs or assigns, shall not allow any building or other structures, hay or straw stack, trees or other combustible material or property to remain or to be placed under or near the transmission line, poles or fixtures in such a manner as to interfere with the safe operation or maintenance of said line or in such manner as might result in damage to the property of either party from fire or other cause.

7. That Grantors, their heirs or assigns, agree that all poles, wires and other facilities installed on the above-described lands at the Grantee's expense, shall remain the property of the Grantee, removable at the option of the Grantee.

8. That Grantors, their heirs or assigns, shall be entitled to the full use and enjoyment of said premises, subject only to the rights of Grantee herein conveyed.

9. That Grantors covenant and agree to the joint use or occupancy of the line by any other person, association or corporation for electrification or telephone purposes.

10. That Grantors waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

11. That Grantors covenant and agree that they are the owners of the above described lands and that the said lands are free and clear of encumbrance and liens of whatsoever character except those held by the following persons:

12. That the total payment for rights herein granted shall be made on the following basis:

The down payment of \$5.00 shall be credited on the total due, and the balance of the payment provided for herein shall be paid to Grantors just prior to the commencement of construction hereunder; provided, however, that if no such construction be commenced, then Grantee shall not be obligated to pay the balance of the payment provided for.

IN WITNESS WHEREOF, the undersigned have set their hands this 1st day of April, 1976.

Elmer J. Mydland
Suzanne L. Mydland
Milton Mydland
Susan Mydland
Mervin J. Mydland



By Elmer J. Mydland, Suzanne L. Mydland and Milton Mydland

Notary Public

My Commission expires: Mar. 23, 1977