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

628228 EASEMENT  
BOOK 502 PAGE 0291  
RECORDED 12/11/2008 AT 04:35 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

PROJECT NO. 231  
PARCEL NO. 0400, 0410

### TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Ronald Mischke and Renetta M. Mischke, Trustees of the Mischke Family Living Trust dated May 22, 2006**, of the post office address 2656 Coffeen Ave, Sheridan, Wyoming 82801, 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 (The communication equipment shall be limited to that equipment which is necessary to operate and maintain the transmission line. Grantee will not grant or sublet any easements to any third parties for communication systems for cell phone, land wires, etc., which aren't related to the operation and maintenance of the transmission line itself.), 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 shall be made of wire and cattle guards shall be prohibited) 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 # 0400**

E1/2SE1/4; SE1/4NE1/4 SECTION 22-T58N-R83W

A STRIP OF LAND 62.50 FEET ON EACH SIDE OF A CENTERLINE TO BE DESCRIBED, LOCATED IN THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER AND THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 22 – TOWNSHIP 58 NORTH – RANGE 83 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 22; THENCE N00°46'10"E A DISTANCE OF 1563.85 FEET; THENCE S89°13'50"E A DISTANCE OF 3957.42 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE N35°38'11"E A DISTANCE OF 2370.83 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER 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 143.69 RODS/ 6.73 ACRES MORE OR LESS.

**PARCEL # 0410**

SW1/4NW1/4 SECTION 23-T58N-R83W

A STRIP OF LAND 62.50 FEET ON EACH SIDE OF A CENTERLINE TO BE DESCRIBED, LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 23 – TOWNSHIP 58 NORTH – RANGE 83 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 23; THENCE S01°51'13"W A DISTANCE OF 1598.93 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE N35°38'11"E A DISTANCE OF 452.91 FEET; THENCE N10°30'55"E A DISTANCE OF 188.47 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER 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 38.87 RODS/1.82 ACRES MORE OR LESS.

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 rights of the Grantee hereunder may be assigned in whole or in part.
4. The term Grantee herein will be construed to include Grantee's agents, representatives, employees, contractors, and subcontractors.
5. 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. Furthermore, the term "transmission line" for purposes of this Easement shall refer to the transmission line existing and in place on the Easement Area as of the date of this Easement agreement as well as to any and all lines constructed in the future on or over the Easement Area.
6. 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.
7. The Grantee will have the right to leave the Easement Area, in case of an emergency, for necessary travel around bodies of water, excessively wet ground or other physical barriers. Grantee shall give Grantor(s) twenty-four (24) hour prior notice to exercise of this right unless impractical.
8. The Grantor(s) waives and releases all rights under and by virtue of the Homestead Exemption laws of the State of Wyoming, as it applies to this transmission line easement only.
10. Grantee agrees to indemnify and hold Grantor(s) 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. This indemnification provided to Grantor(s) shall include the actions of Grantee, its employees, agents and subcontractors.
11. It is agreed that Grantor(s) shall not grant or allow any parallel or longitudinal easements within Grantee's above-described easement. However, Grantor(s) reserve the right to grant additional easements, licenses, etc. across or under the easement area so long as these grants do not interfere with Grantee's safe operations, maintenance, reconstruction, etc. of the subject transmission line. Grantor(s) will obtain written permission to grant said easements from Grantee, which shall not be unreasonably withheld if the easements contemplated do not interfere with Grantee's use as herein set forth.
12. Grantee shall not permit any employees, authorized agents, invitees, or any other person

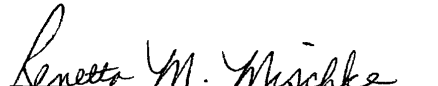
under the direction or control of Grantee to carry firearms or any weapon while on the easement. No hunting, camping, or open fires by Grantees employees, authorized agents, invitees or other persons under the direction or control of Grantee shall be permitted on the easement at any time. The use of 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 17<sup>th</sup> day of December, 2008.

Grantor: **Mischke Family Living Trust dated May 22, 2006**

  
Ronald Mischke, Trustee

  
Renetta M. Mischke, Trustee

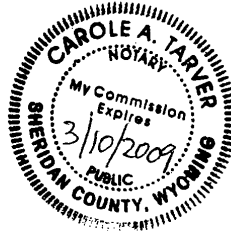
ACKNOWLEDGMENT

STATE OF WYOMING }  
COUNTY OF SHERIDAN }

The foregoing instrument was acknowledged before me, the undersigned notary public,  
this 11<sup>th</sup> day of December, 2008, by **Ronald Mischke, Trustee of the Mischke  
Family Living Trust dated May 22, 2006.**

Carole A. Tarver  
Notary Public

My commission expires: March 10, 2009



STATE OF WYOMING }  
COUNTY OF SHERIDAN }

The foregoing instrument was acknowledged before me, the undersigned notary public,  
this 11<sup>th</sup> day of December, 2008, by **Renetta M. Mischke, Trustee of the  
Mischke Family Living Trust dated May 22, 2006.**

Carole A. Tarver  
Notary Public

My commission expires: March 10, 2009

