

EASEMENT

PACIFICORP, an Oregon corporation doing business as PACIFIC POWER & LIGHT COMPANY (Grantor), hereby grants to SHERIDAN-JOHNSON RURAL ELECTRIFICATION ASSOCIATION, a Wyoming corporation (Grantee), whose Post Office address is Sheridan, Sheridan County, Wyoming, and to its successors and assigns, a right of way easement for an electric transmission or distribution line of one or more wires and all necessary and desirable appurtenances, including poles, props, guys and other supports over and across a thirty (30) foot strip of land, being fifteen (15) feet on each side of the following described centerline located in Sheridan County, Wyoming, to wit:

Beginning at a point on the Sheridan-Johnson REA's existing power line at Pole #4-68, said point being located approximately 70 feet south and 200 feet east of the northwest corner of southwest quarter of the southwest quarter of Section 24, Township 58 North, Range 83 West, 6th Principal Meridian, Sheridan County, Wyoming;

thence South 41 degrees 00 minutes East, a distance of 35 feet to a point, said point being the true point of beginning of this description;

thence continuing South 41 degree 00 minutes East; a distance of 876 feet to a point;

thence North 67 degrees East, a distance of 505 feet to point, said point being terminus of this description.

(See Attached Exhibit "A")

TOGETHER WITH the right to cut and trim trees and shrubbery located within twenty-five (25) feet of the conductors of such electric line, which might interfere with or threaten to endanger the operation or maintenance of said line; the right to construct, operate, maintain, repair and remove said electric

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transmission or distribution line; and the right of ingress and egress as reasonably necessary over adjacent lands of Grantor for said purposes.

SUBJECT, HOWEVER, to the following terms and conditions, to wit:

1. Grantee shall locate all utility poles necessary to span the above described land overhead in such a manner to cause the least possible interference with Grantor's ranch operations.

2. Grantee shall pay Grantor reasonable compensation for any damage caused by Grantee, or its agents, to any property of Grantor, on or in the vicinity of the above described real property, arising out of the construction, operation, maintenance, removal or existence of said electric power line facilities.

3. Grantee assumes the risk of damage or outage to Grantee's power line during construction, reconstruction, operation and maintenance of said facilities; and Grantor shall not be liable or responsible to Grantee or third parties for such damage or outage.

4. The installation shall conform in general to the plan as shown on Exhibit "A" attached, and Grantee shall provide Grantor with an "as built" drawing upon completion of the work should there be any deviation in location from that shown by said Exhibit "A".

5. Grantor reserves the right to use said property for any purposes not inconsistent with said easement. In the event that Grantor requires the use of said property or any part thereof in connection with Grantor's public utility operations and the power line facilities to be installed hereunder are deemed by Grantor to interfere with such use, Grantee shall promptly upon demand

relocate its power line facilities to accommodate Grantor's use thereof, at Grantee's sole expense.

6. Grantee shall indemnify and hold harmless Grantor, its directors, officers and employees from and against all actions or suits, costs, claims, damages, expenses, loss or liability for injury or death of any persons whomsoever, and for loss to or damage to any property, including Grantor's, arising out of or in any way connected with Grantee's exercise of the rights granted herein.

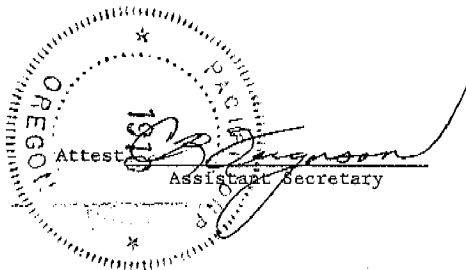
7. All such rights hereunder shall cease if and when such electric line shall have been abandoned.

8. This easement is granted subject to all easements, reservations and restrictions of record affecting said property.

DATED this 5th day of November, 1990.

PACIFICORP, doing business as
PACIFIC POWER & LIGHT COMPANY

By Leed M. [Signature]
Vice President



PD-13-WY-310

STATE OF OREGON)
) ss.
County of MULTNOMAH)

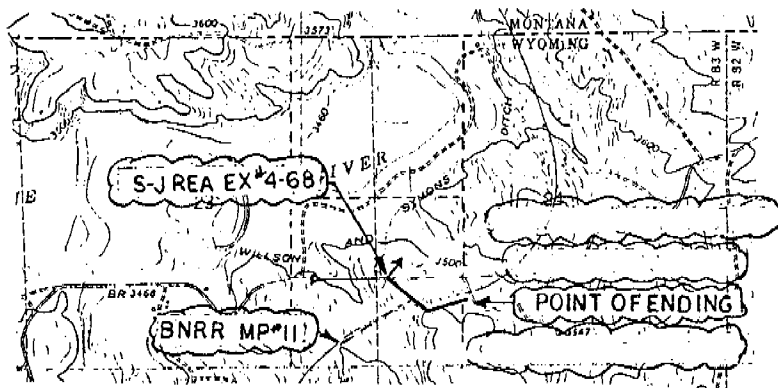
The foregoing instrument was acknowledged before me this 5th day of November, 1990, by LEE D. WEISBLOGER, Vice President of PACIFICORP, an Oregon corporation, on behalf of the corporation.



Fredande John
Notary Public for Oregon
My commission expires: 27 August 1992

EXHIBIT 'A'

PACIFIC POWER & LIGHT



T58N-R83W

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
BAR N DRAW QUADRANGLE
WYOMING-MONTANA
7.5 MINUTE SERIES (TOPOGRAPHIC)