

26

569223 EASEMENT  
BOOK 484 PAGE 0085  
RECORDED 03/26/2007 AT 04:10 PM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

Return Recorded Document to:  
Basin Electric Power Cooperative  
2201 South Douglas Highway, Suite 130  
Gillette, Wyoming 82718-5405

**PROJECT NO. 222**  
**PARCEL NO. 0070,0100**

### **Transmission Line Easement**

This easement is entered into by Trembath Land Company, LLC ("Owner") whose address is 845 Absaraka, Sheridan, Wyoming 82801 and Basin Electric Power Cooperative ("Operator") whose address is 1717 East Interstate Avenue, Bismarck, North Dakota 58503-0564.

For value received, Owner grants to Basin, its successors and assigns an easement to enter upon the lands described in attached Exhibit A to place, construct, reconstruct, operate, repair, inspect, maintain, and replace a 230kV electric transmission line, including all necessary fixtures, including poles, wires, all necessary attachments, and appurtenances thereto, including but not limited to any and all communication systems, equipment and lines which are now or might from time to time in the future be determined to be necessary or helpful with respect to the operation, repair, and monitoring of the transmission system.

This easement is subject to the following terms and conditions:

1. Basin may cut down, top, trim, control the growth, or eliminate trees or shrubbery within the easement area which might interfere with or endanger the transmission line. Operator and Owner shall not construct buildings or any structure or place any hay or straw stacks in the easement area.
2. Basin shall promptly replace and reconstruct in a good and workmanlike manner any fences or improvements of Owner damaged during the construction or operation of the transmission line. Basin may not travel or conduct operations or place any property or equipment outside the easement area without the prior written consent of Owner. Basin may not use the easement area to store equipment or property after construction of the transmission line is completed. All artifacts, fossils, relics or other items discovered on the easement area belong to Owner and upon discovery, such findings shall be reported to Owner and left in place or turned over to Owner as Owner may direct. Basin may not fence the easement area.
3. Basin shall notify Owner at least 48 hours before entry upon Owner's land to commence initial construction of the transmission line.
4. Following construction or repair of the transmission line and in any event no later than one year following completion of such construction or repair activity, Basin shall restore and reclaim any disturbed area and reseed the disturbed area and will control weeds in the easement area until the restoration and reclamation is completed.
5. Basin will not allow any debris to be discarded on the easement, and Basin will be responsible to clean up debris along the easement for which Basin or Basin's invitees are responsible.
6. Owner represents that it owns the surface of the lands subject to the easement subject to all existing rights, mortgages and liens. Owner does not warrant title to the property, and this easement is granted subject to all existing rights, mortgages, liens, and leases.

Owner has entered into agreements with Fidelity Exploration and Production Company and J.M. Huber Corporation and other operators which authorize those companies to use portions of Owners lands for the purposes of producing coalbed methane gas. If any portion of the easement area is included within the area covered by those agreements, Basin will not unreasonably interfere with those companies' rights under

those agreements.

7. Basin shall indemnify, defend, and hold harmless Owner, its officer, directors, and shareholders from any and all claims, demands, or causes of action arising out of the use of the easement by Basin or Basin's invitees.

8. None of Basin's employees, authorized agents, invitees, or any other person under the direction or control of Basin shall be permitted to smoke (except while inside a vehicle) or carry firearms or any weapon while on the easement. No hunting, camping, or open fires by Basin or its employees, authorized agents, invitees or other persons under the direction or control of Basin shall be permitted on the easement at any time. Basin shall not use explosives on the easement. Basin will notify all of its contractors, agents, employees, and invitees that no dogs, firearms, weapons, hunting, camping, or open fires are permitted on the easement. If any fires are caused by Basin or any persons using the easement with Basin's permission or authority, Basin shall pay to Owner all costs of fire suppression incurred by Owner and shall reasonably compensate Owner for all property damaged or destroyed by such fire.

9. Owner specifically reserves the right to use the easement and the right to grant third parties the right to use the easement and roadway and to make a charge therefore so long as such use does not unreasonably interfere with or endanger Basin's use of the easement. However, there shall not be any longitudinal or parallel occupancy permitted or physical facilities allowed within the easement granted to Basin.

10. If Basin violates the terms and conditions of this easement, then Basin shall pay to Owner all of the costs and expenses, including reasonable attorney's fees, incurred by Owner in enforcing this easement or any of remedies of Owner under this agreement. A court of competent jurisdiction in Sheridan County, Wyoming shall have the sole and exclusive jurisdiction to resolve disputes between the parties arising out of this agreement.

11. Owner releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

12. This agreement shall be binding upon the parties and their successors and assigns. The transmission line may be owned, operated and maintained by Basin or a third party, but Basin shall remain obligated to Owner.

Dated this 16 day of March, 2007.

Trembath Land Company, LLC

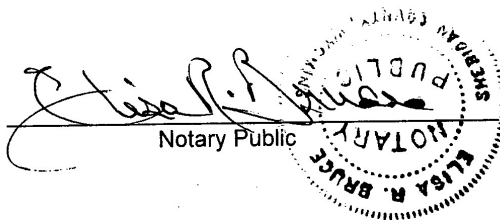
Basin Electric Power Cooperative

By: Fred Trembath By: Phil North  
Title: Member Title: AGENT

STATE OF WYOMING )  
 ) ss.  
COUNTY OF SHERIDAN )

The foregoing instrument was acknowledged before me the undersigned notary public, this 16<sup>th</sup> day of March, 2007 by Fred Trembath, being duly authorized to act for and on behalf of Trembath Land Company, LLC.

Witness my hand and official seal.

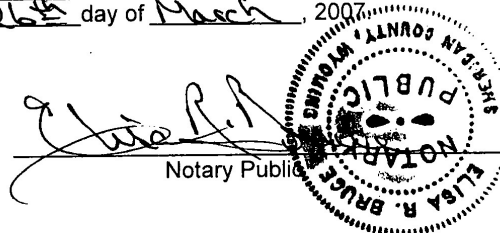


My Commission Expires: 7-28-2009

STATE OF Wyoming )  
 ) ss.  
COUNTY OF Sheridan )

The foregoing instrument was acknowledged before me the undersigned notary public, this 26<sup>th</sup> day of March, 2007 by Phil Novak, being duly authorized to act for and on behalf of Basin Electric Power Cooperative this 26<sup>th</sup> day of March, 2007.

Witness my hand and official seal.



My Commission Expires: 7-28-2009

## Exhibit "A"

## PARCEL #0070

E1/2SW1/4; NW1/4SE1/4; S1/2NE1/4 SECTION 26-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 SOUTHWEST ONE-QUARTER, THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER; AND THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 26 – TOWNSHIP 58 NORTH – RANGE 83 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 26; THENCE S01°08'55"W ON THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 26 A DISTANCE OF 345.54 FEET; THENCE S88°51'05"E A DISTANCE OF 1355.05 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 26 AND THE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE N81°31'21"E A DISTANCE OF 3272.25 FEET; THENCE S88°37'05"E A DISTANCE OF 818.09 FEET TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 26 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 247.96 RODS/ 11.74 ACRES, MORE OR LESS.

ALSO THE FOLLOWING DESCRIBED GUYING EASEMENT

LOCATED IN THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 26 – TOWNSHIP 58 NORTH – RANGE 83 WEST.  
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE S00°08'18"W A DISTANCE OF 2452.86 FEET; THENCE N88°37'05"W A DISTANCE OF 818.09 FEET; THENCE N03°32'52"W A DISTANCE OF 62.74 FEET TO THE POINT OF BEGINNING. THENCE S81°31'21"W A DISTANCE OF 20.07 FEET; THENCE N03°32'52"W A DISTANCE OF 80.00 FEET; THENCE N86°27'08"E A DISTANCE OF 40.00 FEET; THENCE S03°32'52"E A DISTANCE OF 80.00 FEET; THENCE N88°37'05"W A DISTANCE OF 20.07 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.



**PARCEL #0100**  
**S1/2NW1/4 SECTION 25-T58N-R83W**

A STRIP OF LAND 62.50 FEET ON EACH SIDE OF A CENTERLINE TO BE DESCRIBED, LOCATED IN THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 25 – 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 25; THENCE S00°08'18"W ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 25 A DISTANCE OF 2452.86 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE:

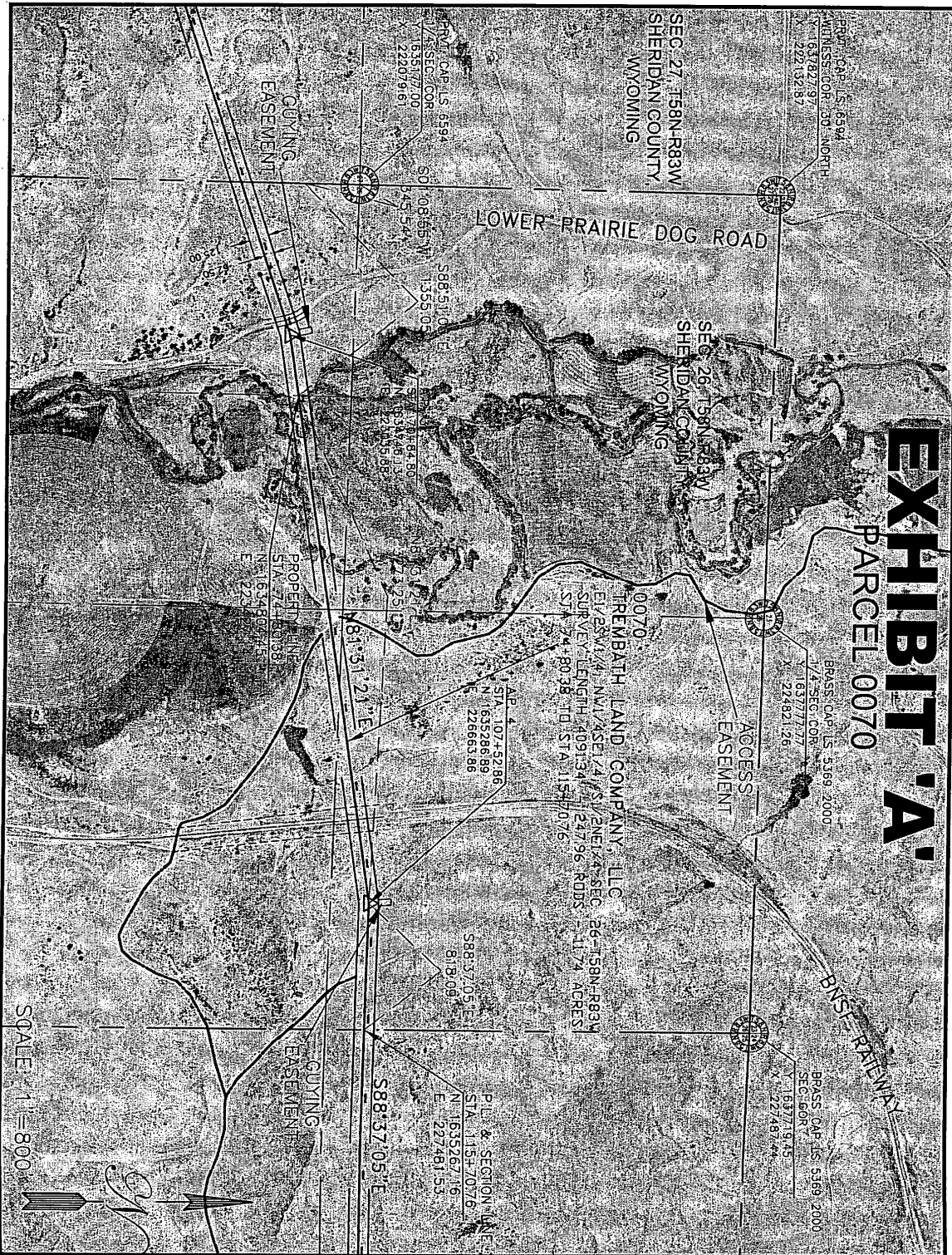
THENCE S88°37'05"E A DISTANCE OF 2635.07 FEET, MORE OR LESS, TO THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 25 AND THERE TERMINATING.

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 159.70 RODS/ 7.56 ACRES, MORE OR LESS.

PARCEL 0070



# EXHIBIT 'A'

## PARCEL 0100

SS CAP. LS. 5369, 2000  
SEC. COR.  
637777.77  
224821.26

SEC. 26, T58N-R83W  
SHERIDAN COUNTY  
WYOMING

BRASS CAP. LS. 5369, 2000  
SEC. COR.  
Y 1637719.45  
X 227483.44



SEC. 25, T58N-R83W  
SHERIDAN COUNTY  
WYOMING

BRASS CAP. LS. 5369  
1/4 SEC. COR.  
Y 1637609.48  
X 250156.76

0100  
TREMBAITH LAND COMPANY, LLC  
S1/2NW1/4 SEC. 26, T58N-R83W  
SURVEY LENGTH 268507' ± 159' ± 75.6 ACRES  
STA. 115+70.76 TO STA. 142+05.21

500.08 181' W  
2452.86

P.L. & SECTION LINE  
STA. 115+70.76  
N 1635267.16  
E 227481.53

PROPERTY LINE  
STA. 142+05.21  
N 1655205.63  
E 239116.21

S88°37'05"E

CUTTING  
EASEMENT

ADJUTANT  
EASEMENT

S88°37'05"E  
142630.07

SCALE 1"=600'