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

572985 EASEMENT
BOOK 485 PAGE 0047
RECORDED 05/03/2007 AT 08:50 AM
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

PROJECT NO. 222
PARCEL NO. 0260

TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Chase Farms LLC**, a New Mexico limited liability company, of P.O. Box 658, Artesia, New Mexico 88211, hereinafter referred to as the "Grantor," being the owner of 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 place, construct, reconstruct, operate, repair, inspect, maintain, and replace, one overhead power line for the purpose of transmitting and/or distributing electricity, over the lands of Grantor described below, subject, however, to the terms of this Easement.

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

PARCEL #0260
SW1/4SW1/4 SECTION 5-T57N-R81W

A STRIP OF LAND 62.50 FEET ON EACH SIDE OF A CENTERLINE TO BE DESCRIBED, LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 5 - TOWNSHIP 57 NORTH - RANGE 81 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5; THENCE N01°15'11"E ON THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 5 A DISTANCE OF 91.45 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE S29°31'43"E A DISTANCE OF 105.89 FEET TO THE SOUTH LINE OF SAID SECTION 5 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 6.42 RODS/ 0.31 ACRES, MORE OR LESS.

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It is further agreed between the parties 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.
2. The power line may be constructed over the lands of Grantor described herein, provided that no anchors, guy wires, poles, or other equipment shall be placed on Grantor's land, either during construction or after construction is complete.
3. No right of access to Grantor's land is granted hereby, and Grantee and its successors and assigns shall not enter upon Grantor's land for any purpose during the construction, operation, monitoring, repair, and maintenance of the power line, except with the prior written consent of Grantor, in the case of emergency, the oral or telephonic consent of Grantor.
4. Grantee shall place orange or other brightly colored and visible markers on the power line as it crosses over Grantor's lands, so that pilots of low flying aircraft may see and avoid the power line.
5. The rights of the Grantee hereunder may be assigned in whole or in part.
6. The term Grantee herein will be construed to include Grantee's agents, representatives, employees, contractors, and subcontractors.
7. For purposes of this Easement, the term "transmission line" will be one overhead line not to exceed 345kV and may be owned, operated, and maintained by Grantee or by a third party.
8. Grantor waives and releases all rights under and by virtue of the Homestead Exemption laws of the State of Wyoming.
9. 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.

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, Grantor and Grantee have set their hands this 24TH day of April, 2007.

GRANTOR:
Chase Farms LLC,
a New Mexico limited liability company

By: 
Ronald W. Lanning – Vice President

GRANTEE:

BASIN ELECTRIC POWER COOPERATIVE

By: 
Title: AGENT

ACKNOWLEDGMENT

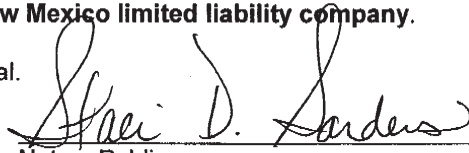
STATE OF NEW MEXICO }
 } ss.
COUNTY OF EDDY }

The foregoing Transmission Line Easement was acknowledged before me, the undersigned notary public, this 9th day of April 2007 by **Ronald W. Lanning, Vice President of Chase Farms LLC, a New Mexico limited liability company.**

Witness my hand and official seal.



OFFICIAL SEAL
STACI D. SANDERS
NOTARY PUBLIC - STATE OF NEW MEXICO
My commission expires: 2-15-09


Notary Public

My commission expires:

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ACKNOWLEDGMENT

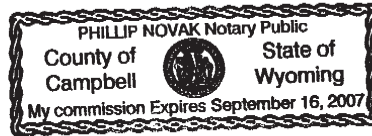
STATE OF Wyoming }
COUNTY OF Campbell } ss.

The foregoing Transmission Line Easement was acknowledged before me, the undersigned notary public, this 24th day of April, 2007 by Susan Dawson, of Basin Electric Power Cooperative.

Witness my hand and official seal.

Phillip Novak
Notary Public

My commission expires:



Alt: 538+03.26
1622689.09
266444.03

SEC. 6, T57N-R81W
SHERIDAN COUNTY
WYOMING

COMING EASMENT

ST. JOHN'S FARM
1561+8605

SECURITY 10/15/87

**THE NEW YORK PUBLIC LIBRARY
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NEW YORK**

SEC. 5, T57N, R81W
SHERIDAN COUNTY
WYOMING

ACCÈS À SÈMANT

010 BRASS CAP 1917
SEC COP
Y 162100698
X 26643483

EASEMENT

SEC. 8, T57N-R81W
SHERIDAN COUNTY
WYOMING

STA. 581+42.69 BACK
STA. 577+37.95 AHD

26974989
1620545721
85814269
S N E

SEC. 7 T57N-R81W
SHERIDAN COUNTY
WYOMING

SCALE 1"=600'