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

PROJECT NO. 222  
PARCEL NO. 0040,0050

### TRANSMISSION LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **The Hutton Ranch, a Wyoming Limited Partnership**, of the post office address P.O. Box 4007, 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, 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 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 # 0040

N1/2NW1/4 SECTION 13-T56N-R84W

A STRIP OF LAND 62.50 FEET ON EACH SIDE OF A CENTERLINE TO BE DESCRIBED, LOCATED IN THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 13 - TOWNSHIP 56 NORTH - RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 13; THENCE S01°32'06"W A DISTANCE OF 1320.00 FEET; THENCE S88°54'54"E A DISTANCE OF 879.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE N25°35'37"E A DISTANCE OF 651.27 FEET; THENCE N13°43'26"E A DISTANCE OF 745.42 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 13 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 84.65 RODS/ 4.01 ACRES, MORE OR LESS.

ALSO THE FOLLOWING DESCRIBED GUYING EASEMENT

LOCATED IN THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 13 - TOWNSHIP 56 NORTH - RANGE 84 WEST.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE S01°32'06"W A DISTANCE OF 718.40 FEET; THENCE S88°27'54"E A DISTANCE OF 1144.67 FEET; THENCE S70°20'29"E A DISTANCE OF 62.85 FEET TO THE POINT OF BEGINNING. THENCE N13°43'26"E A DISTANCE OF 20.11 FEET; THENCE S70°20'29"E A DISTANCE OF 80.00 FEET; THENCE S19°39'31"W A DISTANCE OF 40.00 FEET; THENCE N70°20'29"W A DISTANCE OF 80.00 FEET; THENCE N25°35'37"E A DISTANCE OF 20.11 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 # 0050**  
**SW1/4 SECTION 12-T56N-R84W**

A STRIP OF LAND 62.50 FEET ON EACH SIDE OF A CENTERLINE TO BE DESCRIBED, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 12 - TOWNSHIP 56 NORTH - RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 12; THENCE S88°54'54"E A DISTANCE OF 1302.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF SAID CENTERLINE:

THENCE N13°43'26"E A DISTANCE OF 2703.08 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTHWEST 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 163.82 RODS/ 7.76 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 Grantor(s) covenants and warrants that he/she/they are the owner(s) of the above-described lands subject to such defects, outstanding interests, liens or encumbrances as may now appear of record.
4. The rights of the Grantee hereunder may be assigned in whole or in part.
5. The term Grantee herein will be construed to include Grantee's agents, representatives, employees, contractors, and subcontractors.
6. 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.
7. 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.
8. The Grantee will have the right to leave the Easement Area for necessary travel around bodies of water, excessively wet ground or other physical barriers.
9. The Grantor(s) waives and releases all rights under and by virtue of the Homestead Exemption laws of the State of Wyoming.
10. 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.
11. It is agreed that Grantor shall not grant or allow any parallel or longitudinal easements within Grantee's above-described easement.
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 19<sup>th</sup> day of February, 2007.

Grantor:

**The Hutton Ranch, a Wyoming Limited Partnership**

By Malcolm B. Hutton

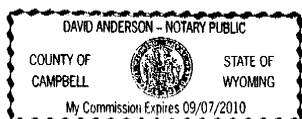
Title Senior Partner

ACKNOWLEDGMENT

STATE OF Wyoming }  
COUNTY OF Sheridan }

The foregoing instrument was acknowledged before me, the undersigned notary public, this 19 day of February, 2007 by Malcolm B. Hutton being duly authorized to act for and on behalf of **The Hutton Ranch, a Wyoming Limited Partnership.**

My commission expires:



David Anderson  
Notary Public

# EXHIBIT 'A'

PARCEL 0040

SEC 32, 36, 40 W. 1/4  
1320.00'

SEC 35, 36, 40 W. 1/4  
1320.00'

1320.00'

083628  
1989B5

SEC 35, 36, 40 W. 1/4  
1320.00'

0040

THE ELECTION

WYOMING LIMITED PARTNERSHIP

SURVEY LENGTH 1336.69' - 84.0' RDDS - 4.01 ACRES

SIA 524742/1320.00' 66.4' 79

SCALE

