

Fee Patent Lands

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (whether one or more) RAY C. SMITH and BETTY L. SMITH, husband and wife, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto BIG HORN COUNTY ELECTRIC COOPERATIVE, INC., a cooperative corporation (hereinafter called the "Cooperative") whose Post Office address is Lodge Grass, Montana, and to its successors and assigns, the right to enter upon the lands of the undersigned, situated in the County of Sheridan, State of Wyoming, and more particularly described as follows:

A tract of land located in the Northeast Quarter (NE $\frac{1}{4}$) and the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of Section One (1), Township Fifty-seven (57) North, Range Eighty-seven (87) West, 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at the NE corner of said Section 1; thence along the Easterly line of said Section 1, S 0°08'30" E, 4006.50 Feet to a point, said point being the SE corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 1; thence along the Southerly line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, N 88°54'27" W, 250.00 Feet to a point on the Northerly right-of-way line of U.S. Highway 87; thence along said right-of-way, N 73°04'48" W, 676.20 Feet to a point; N 61°17'21" W, 640.15 Feet to a point, said point being a highway right-of-way marker; thence N 55°56'07" W, 255.45 Feet to a point; thence leaving said right-of-way, N 3°28'39" E, 815.57 Feet to a point; thence N 4°50'35" W, 1509.15 Feet to a point; thence N 42°51'54" W, 1298.19 Feet to a point; said point being the N $\frac{1}{2}$ corner of said Section 1; thence along the Northerly line of said Section 1, N 88°08'36" E, 2622.49 Feet to the point of beginning.

and to construct, operate and maintain electric transmission and/or distribution lines or systems on or under the above-described land and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within Ten (10) feet of the center lines or said lines or system, or that may interfere with or threaten to endanger the operation and maintenance of said lines or systems (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The Grantors herein, Ray C. Smith and Betty L. Smith, husband and wife, hereby represent and state to the Grantee, Big Horn County Electric Cooperative, Inc., that the tract of land herein described, is now, or will be divided into individual lots or tracts or lots and that the grant of electric line right-of-way easement by this instrument grants the right to the Cooperative to enter upon said lands from and after the date hereof,

whether said lands or any part or parts thereof are subsequently conveyed to third party grantees, in order that said Cooperative, at its election, and discretion shall have full right to construct, operate and maintain an electric transmission and/or electric distribution lines or systems on or under the above described lands and/or in, upon or under all streets, roads, or highways abutting said lands, or abutting the subdivided tracts or lots of the above described lands, with full right and authority to reserve to said Cooperative each and all of the other rights, conditions, covenants and agreements contained in this instrument, including the authorization and right to cut, trim, and control the growth by chemical means or machinery or otherwise of trees and shubbery located within Ten (10) Feet of the center line(s) or said line(s) or system(s), or that may interfere to endanger the operation and maintenance of any said line, or lines or systems.

This electric line right-of-way easement shall bind the heirs, executors, Personal Representatives and assigns of the Grantors herein named and bind the Grantees of the Grantors herein named and the heirs, executors, Personal Representatives and assigns of the Grantors, and the Grantees, heirs, executors, Personal Representatives and assigns of the Grantees of said Grantors.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character.

IN WITNESS WHEREOF, The undersigned have set their hands and seals this 13th day of December, 1977.

Signed, sealed and delivered in the presence of:

Elsam E. Erickson

Ray C. Smith
Ray C. Smith
Betty L. Smith
Betty L. Smith

STATE OF WYOMING)
: ss.
County of Sheridan)

On this 13th day of December A.D., 1977, before me, the undersigned, a Notary Public for the State of Wyoming, personally appeared RAY C. SMITH and BETTY L. SMITH, known to me (or proved to me on the oath of _____) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notary Seal the day and year in this certificate first above written.



Elsam E. Erickson
NOTARY PUBLIC For the State of Wyoming
Residing at Sheridan County
My Commission expires 1-7-81

APPROVED AS TO FORM

Banquet J. Miller 12/13/77
Date

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