

Prepared By:
Diana Hofhenke
Western Area Power Administration
200 4th Street SW
Huron, SD 57350
605-453-0381

Contract No. UPG-OG-2024-02HU

**UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION**

**NORTH BEND SWITCHING STATION
EASEMENT OUTGRANT**

This EASEMENT OUTGRANT is made as of the 9 day of April, 2024 between the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, herein referred to as UNITED STATES, represented by the officer executing this EASEMENT OUTGRANT, or his duly authorized representative, pursuant to the Reclamation Act of June 17, 1902, 32 Stat. 388, the Reclamation Project Act of 1939, 53 Stat. 1187 and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act of August 4, 1977, 91 Stat. 565, and EAST RIVER ELECTRIC POWER COOPERATIVE INC., herein referred to as GRANTEE.

WITNESSETH:

The UNITED STATES controls that certain real property identified as North Bend Switching Station in SE¼ SW¼, Section 15, T.110N, R.73W, 5th PM, Hyde County, South Dakota

In consideration for mutual agreement provided for in Letter Agreement Contract No. 21-UGPR-29, the UNITED STATES hereby grants to the GRANTEE and to its successors and assigns, a non-exclusive easement, without limitation as to tenure, except as provided in Article 6 hereto, a right-of-way for electric power and transmission purposes in, upon, over, and under the land described in Exhibit A, attached hereto and made a part hereof.

The grant of easement shall include the unimpeded right to enter the above-described easement area and to locate, survey, construct, reconstruct, operate, maintain, repair, rebuild, upgrade, remove, permit the attachment of wires of others, and patrol transmission lines consisting of no more than one line of poles or structures and appurtenances thereto, supporting conductors of one or more electric circuits of any voltage, as well as appurtenances for communication facilities. The grant shall also include the present and future right to cut down and clear away or otherwise remove any and all brush, timber, trees, fire hazards, unauthorized structures or any other materials deemed by

the GRANTEE to interfere with the safe operation and maintenance of the transmission line. The GRANTEE may trim, cut, or remove trees or branches over or on or extending within the easement area.

The granting of this EASEMENT OUTGRANT has been found by the UNITED STATES to be compatible with the public interest and is subject to the following covenants, conditions, and restrictions:

1. GRANTEE shall have the right of ingress and egress across the EASEMENT AREA for any purpose necessary in connection with construction, maintenance, repair, replacement, removal, and operation of said FACILITIES.

2. This EASEMENT OUTGRANT is effective only to the extent of the rights held by the UNITED STATES in the property over which the said FACILITIES are constructed.

3. The GRANTEE shall at all times exercise due care and diligence to avoid damage or loss to the real property and facilities of the UNITED STATES, and the GRANTEE shall indemnify and hold harmless the UNITED STATES, its employees, or agents, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of any of the GRANTEE's, its agents', contractors', or subcontractors' activities on the EASEMENT AREA. The UNITED STATES is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, as amended.

4. In connection with the rights granted herein, the GRANTEE shall restore the EASEMENT AREA to the extent practicable or accomplish needed repair or maintenance to the EASEMENT AREA surface to the satisfaction of the UNITED STATES.

5. The EASEMENT OUTGRANT shall be held and exercised subject to the rights of the UNITED STATES, and the UNITED STATES reserves the right to use the EASEMENT AREA for any purpose which does not materially interfere with the rights and privileges granted herein.

6. This EASEMENT shall terminate as provided herein:

a. Upon noncompliance with the terms of the EASEMENT OUTGRANT, the UNITED STATES will provide written notice of its intent to terminate the EASEMENT OUTGRANT for noncompliance with any of the terms hereof. GRANTEE shall have 30 days, or such additional time as provided by the UNITED STATES, after receipt of the notice of noncompliance to come into compliance with the terms hereof, to the satisfaction of the UNITED STATES. If GRANTEE fails to do so, this EASEMENT OUTGRANT shall terminate at the expiration of the period provided for in this paragraph; or

b. At any time by mutual consent in writing; or

c. Upon expiration of two (2) consecutive years of non-use of the EASEMENT AREA

for the purpose or purposes granted.

Upon termination of the EASEMENT OUTGRANT, all rights of the GRANTEE hereunder shall cease. GRANTEE shall have a reasonable time, not to exceed 90 days or such other time as provided by the UNITED STATES, after the date of termination, to remove any of its FACILITIES located on the EASEMENT AREA. If the GRANTEE fails to do so within the allotted time, the UNITED STATES may do so at the GRANTEE's expense.

No notice, order, clarification, direction, determination, requirement, consent, agreement, or approval under this EASEMENT OUTGRANT shall be of any effect unless in writing. The notices provided by this article shall be served by certified mail using the appropriate address given in Article 9 of this EASEMENT OUTGRANT.

7. All work incident to construction, use, maintenance, and operation associated with the GRANTEE's use of the EASEMENT AREA shall be performed by the GRANTEE without cost or expense to the UNITED STATES and to the satisfaction of the UNITED STATES.

GRANTEE shall abide by all Federal, State, and local laws and regulations pertaining to pollution control and environmental protection.

Addresses for notices and communications are as follows:

UNITED STATES
Western Area Power Administration
Rocky Mountain Region
P.O. Box 3700, A7550.LV
Loveland, CO 80539

GRANTEE
East River Electric Power Cooperative, Inc.
P.O. Box 227
Madison, SD 57042-0227

8. It is understood and agreed that the terms and conditions of this EASEMENT OUTGRANT shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this EASEMENT OUTGRANT is executed on the day and year first written above.

ACCEPTANCE

GRANTEE
EAST RIVER POWER
COOPERATIVE INC.

UNITED STATES OF AMERICA
Department of Energy
Western Area Power Administration

By: 
Jonathan T. Aus

By: 
Eduardo Arreola
Lands Manager

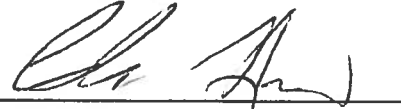
CORPORATE
ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)

) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this 12nd day of March,
2024, by John Aus, the Engineering & Planning Services Manager of
East River Electric Power Cooperative, Inc. on behalf of the corporation.

WITNESS my hand and official seal.



Notary Public

My commission expires: 8/4/29

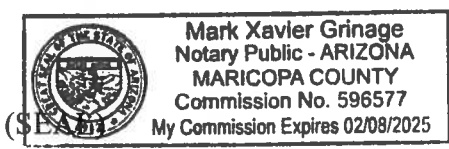


(Seal)

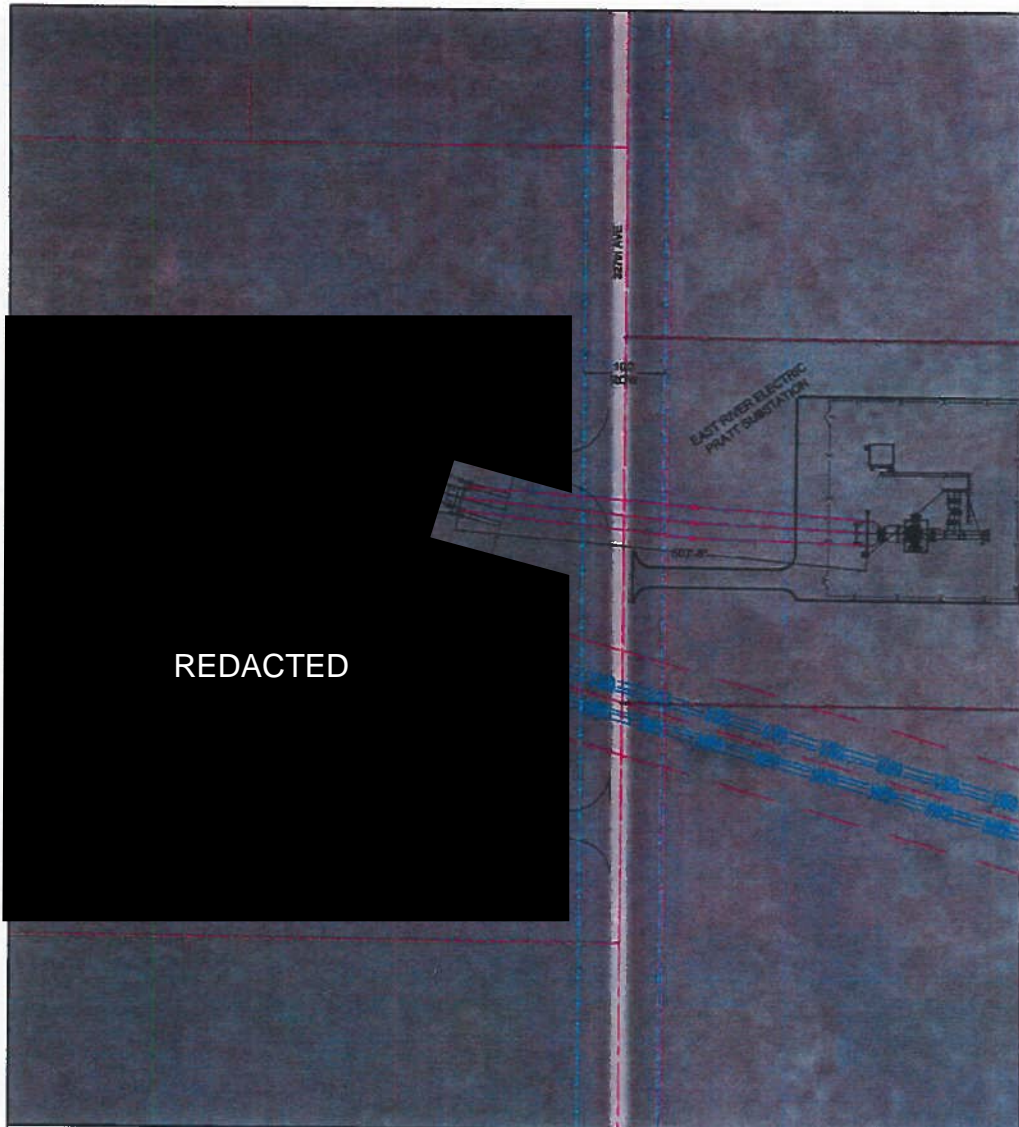
STATE OF Arizona)
COUNTY OF Maricopa) ss.

On this 9th day of April, 2024, acknowledged before me, Eduardo Arreola, known to me to be the Lands Manager, Western Area Power Administration, United States Department of Energy, and known to me to be the person who executed the within EASEMENT OUTGRANT on behalf of the United States of America.

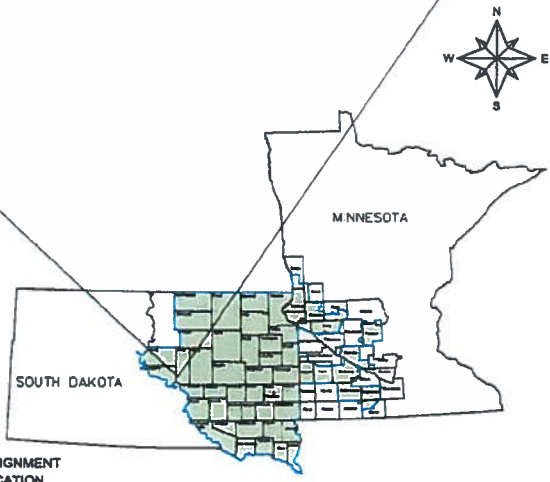
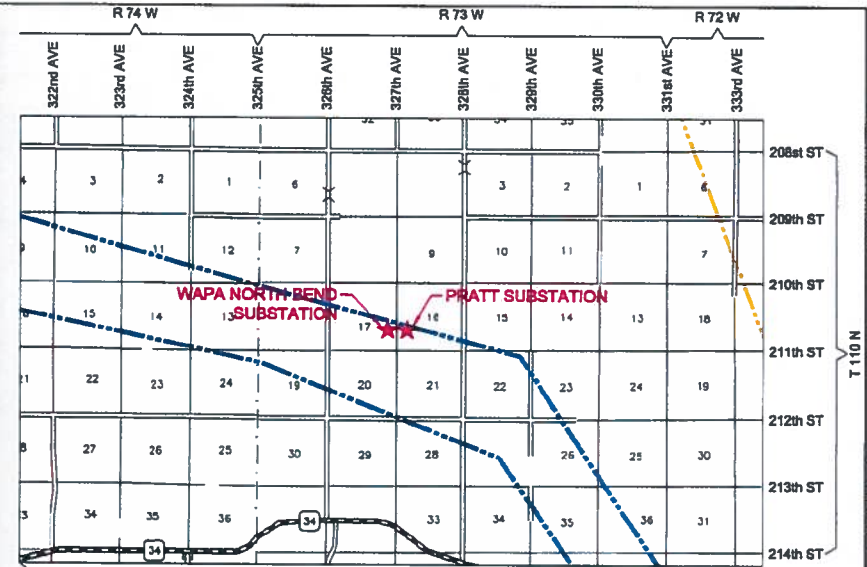
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Mark Xavier Grinage
Notary Public
My commission expires: 02/08/2025



REDACTED



- PROPOSED EAST RIVER T-LINE ALIGNMENT
- PROPOSED EAST RIVER POLE LOCATION
- EXISTING WAPA LINE

EXHIBIT A
1 OF 2

REV	DATE	DESCRIPTION	CHKD

East River
ELECTRIC
A Southern Company Corporation

PCP FILE: ERTYPLT.CTB SHEET: OF DWG NO.: PR0920Z01

**WAPA NORTH BEND
TO PRATT SUBSTATION**

HYDE COUNTY, SD

Plot Date: February 15, 2024 Plot Time: 4:26:48 PM File Name: I:\Projects\Lin\0201 - WAPA North Bend to Pratt\T\0201.02.13 - N Bend to Pratt DDF File\PR0920Z01.dwg Layout: Layout1 By: Michale Witebaek

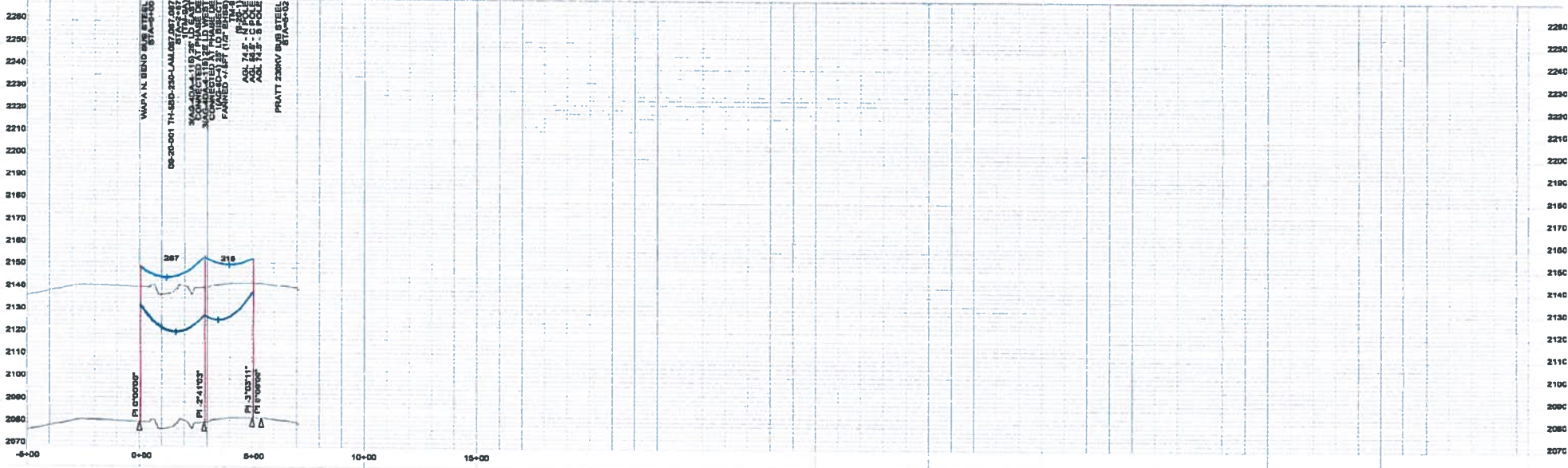


EXHIBIT A
 2 OF 2

DESIGN DATA
 CONDUCTOR: 735 ACBR 3500# DTHL
 SHIELD WIRE: 3/8" 7-STRAND EHSS 1500# DTHL
 BASIC STRUCTURE: TH-88D-230
 RULING SPAN: BLACK SPANS
 POLE SPACING: TM-9
 POLE CLASS: LAMINATED WOOD
 TQ-6A ON ALL DOWN GUYS
 POLE LINE FOOTAGE: 002 OR 0.083 MILES
 YEAR OF CONSTRUCTION OR AS BUILT: 2024/2025



DATE	REVISION	DATE	REVISION	DATE	REVISION
08/20/2011	ISSUE FOR CONSTRUCTION				



230KV LINE WAPA NORTH BEND TO PRATT TIE			
PROFILE	SECTION	TAP NO	SHEET
PR	09	20	1