

Return to:
CenturyTel
290 North Main
Kalispell, Montana 59901

UTILITY EASEMENT

THIS EASEMENT is made and granted this 19th day of October, 2004 by

SPOKLIE & HOOVER II a general partnership
700 White Basin Road
Kalispell, Montana 59901

hereafter referred to as "Spoklie"; to

CenturyTel
290 North Main
Kalispell, Montana 59901

hereafter referred to as "CenturyTel";

RECITALS

A. Spoklie is the owner of or has the right to grant utility easement over tracts of land situated in Flathead County Montana, more particularly described as follows:

Township 30 North, Range 19 West:

- Section 9: NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 4: a portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$
a portion of the S $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 3: a portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$

B. CenturyTel desires an easement over and across the property of Spoklie for the

purposes hereafter stated subject to the following terms and conditions.

1. GRANT OF TELEPHONE AND CABLE LINE EASEMENT FOR CENTURYTEL:

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Spoklie hereby grants, conveys and transfers to CenturyTel a nonexclusive easement over Spoklie's tract of land 15 feet in width which shall be 7½ feet on each side of the centerline of the line drawn on Exhibit "A" attached hereto and by this reference made a part hereof.

2. PURPOSE OF EASEMENT: The purpose of this easement is to provide CenturyTel its agents, contractors and employees the right of ingress and egress for installation and routine repairing, maintaining and improving underground telephone and cable lines and stations which will run across and under Spoklie's property together with the right to inspect, repair, replace or otherwise maintain said lines.

3. CONSTRUCTION and REPAIR COSTS: Any and all expenses incurred in installing the original lines including trenching and laying pipe shall be borne by Spoklie. Any and all expenses incurred thereafter to restore, repair, maintain or replace lines shall be borne entirely by CenturyTel as needed from time to time. If repairs are needed to the line such repairs shall be completed and the land and premises restored and/or repaired as quickly as possible with as little disruption to Spoklie's premises and the use thereof as possible. CenturyTel agrees and understands that it has a duty to limit such repairs and/or maintenance to as little time and space as reasonably possible, and to use due diligence in performing the same. All real and personal property disturbed shall be restored to its same condition as before the work was performed.

4. USE OF PROPERTY: It is understood and agreed the easement granted herein is non exclusive in the sense that Spoklie reserves the right to use the easement and right of way for its own purposes, to grant other easements of the same tract of land and to go upon or across the easement at any time for any purpose whatsoever provided that such use will not unreasonably burden or interfere with the rights granted to CenturyTel.

5. PARTIES BOUND: The easement granted to CenturyTel is subject to all other easements and is strictly for its use and benefit and the provisions of this agreement shall bind and inure to the benefit of the parties to this agreement, their successors and assigns forever.

IN WITNESS WHEREOF, Spoklie has set executed this easement the day and year first above written.

SPOKLIE & HOOVER

by: Robert L. Spoklie

by: Thomas Hoover

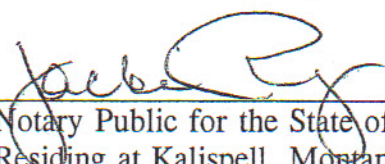
STATE OF MONTANA)
)ss.
County of Flathead)

On this 19th day of October, 2004, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ROBERT L. SPOKLIE and THOMAS HOOVER, known to me to be the managing partners of the above named partnership that executed the above instrument and whose name is subscribed to the within instrument, and acknowledged to me that they executed the same on behalf of said partnership with proper authority and as the act of the partnership.

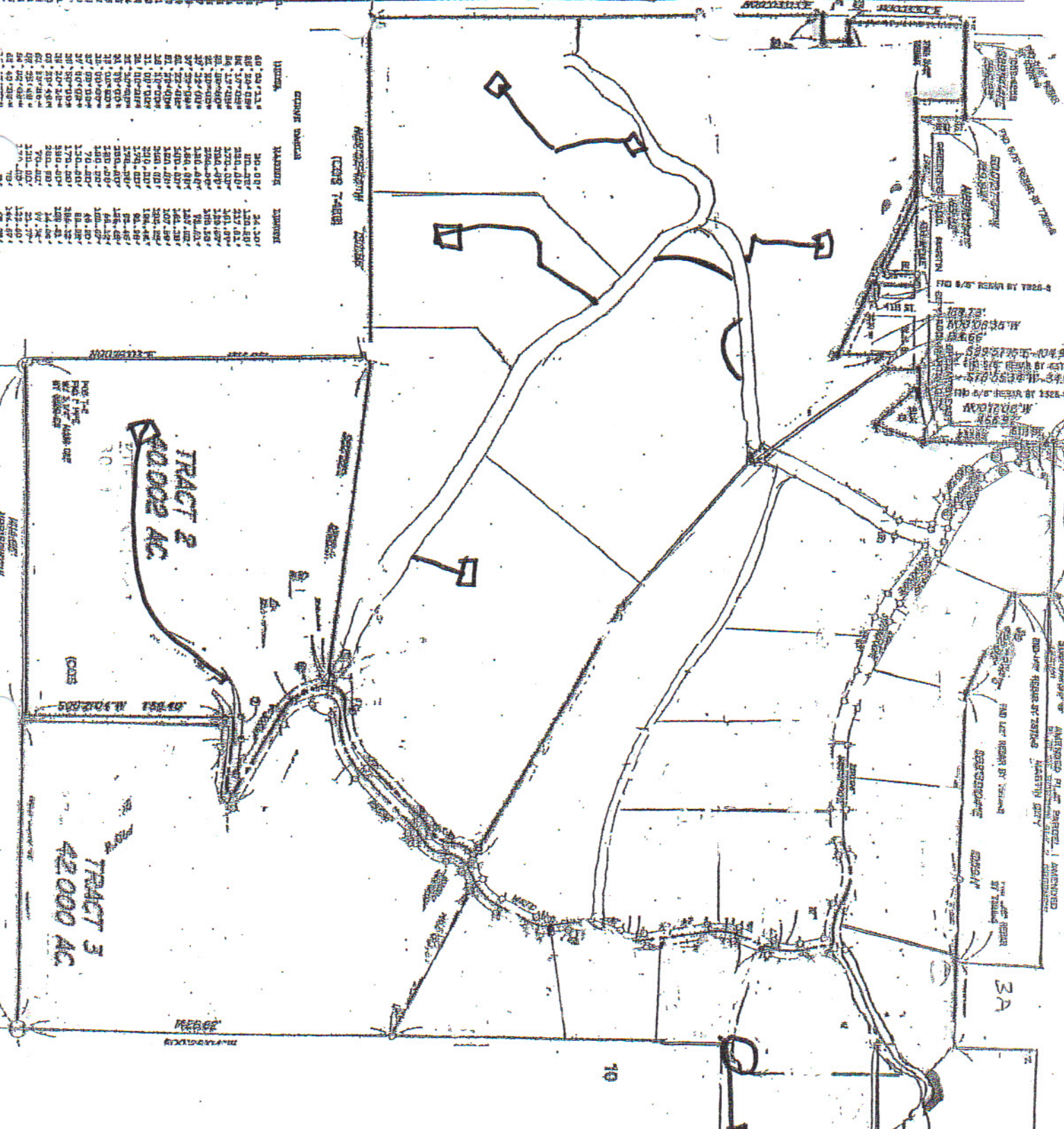
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.



JACKI PHILLIPS
NOTARY PUBLIC-MONTANA
Residing at Kalispell, Montana
My Comm. Expires Feb 1, 2008



Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission Expires _____, 200__



STATE OF MONTANA COUNTY OF FLATHEAD) ss
 RECORDED IN THE RECORDS OF FLATHEAD COUNTY, STATE OF MONTANA. COPY
 AT THE REQUEST OF T. HOOPER ON
10-19 2004 @ 12:49 O'CLOCK \$ 24 .00 PAID
 PAID TO ROBINSON, CLERK AND RECORDER BY
U. Brosch DEPUTY
 RETURN _____
 DOCUMENT # _____ EXHIBIT "A"

1 claim: Centurytel
 210 N. Main
 Kalispell, MT 59901

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