

Return to:
Flathead Electric Cooperative, Inc.
2510 Highway 2 East
Kalispell, Montana 59901

RIGHT OF WAY EASEMENT

THIS EASEMENT is made and granted this 4th day of October, 2004 by

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

hereafter referred to as "Spoklie"; to

Flathead Electric Cooperative, Inc.
2510 Highway 2 East
Kalispell, Montana 59901

hereafter referred to as "Cooperative";

RECITALS

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

Township 30 North, Range 19 West:

- Section 9: NE ¼; NE ¼NW ¼
- Section 4: a portion of the SE ¼SW ¼
a portion of the S ½SE ¼
- Section 3: a portion of the SW ¼SW ¼

B. Cooperative 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 ELECTRICAL LINE EASEMENT FOR COOPERATIVE: For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Spoklie hereby grants, conveys and transfers to Cooperative a nonexclusive easement over Spoklie's

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property 20 feet in width which shall be 10 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 Cooperative its agents, contractors and employees the right of ingress and egress using such machinery and equipment on such property that may be reasonably necessary for installation and routine repairing, maintaining and improving underground electrical and above ground stations and all necessary or normal facilities and appurtenances below or above ground which will run across and under Spoklie's property together with the right to inspect, repair, replace or otherwise maintain said lines. Spoklie agrees to grant the Cooperative reasonable easements that do not interfere with existing improvements for the extension of power to adjacent tracts of land in the future from the transformers and junction cans located on the described property.

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 Cooperative as needed from time to time. If repairs are needed to the line Cooperataive will follow commercially reasonable practices in maintenance and repairs to the lines.

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 Cooperative. Spoklie agrees not to discharge any explosives likely to do damage to the electric facilities with a distance of 300 feet of said facilities without first giving notice in writing to Cooperative of intention to do so.

5. PARTIES BOUND: The easement granted to Cooperative 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

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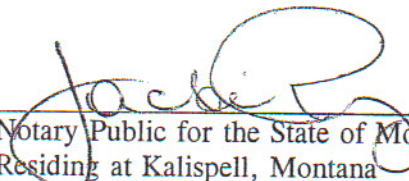
STATE OF MONTANA)
)ss.
County of Flathead)

On this 4th 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 2-1, 2008

