

Mail to:
Northern Lights
PO Box 269
Sagle ID 83860

60976

WO# 20070828

RIGHT-OF-WAY EASEMENT

NORTHERN LIGHTS, INC.

P.O. BOX 269, SAGLE, IDAHO 83860.....PHONE (208)263-5141

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) **DONALD L. LARSON and SHIRLEY M. LARSON** (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto **NORTHERN LIGHTS, INC.**, a cooperative corporation (hereinafter called the "Cooperative") whose post office address is **P.O. BOX 269, SAGLE, IDAHO 83860**, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of **SANDERS**, State of **MONTANA** and more particularly described as follows:

For an overhead 120/240 volt secondary powerline, across a portion of the following described property: **The W $\frac{1}{2}$ of Section 19, T25N, R31W, MPM; EXCEPT ten acres, more or less, bounded by a line starting at the Southwest corner of Section 19, thence 10 rods east, thence 160 rods North to the North bank of Swamp Creek, thence West to the section line. Also EXCEPTING six acres, more or less, bounded by a line starting at the South Quarter corner of Section 19, thence West 14 rods, thence North bearing East 80 rods to the East line of the SW $\frac{1}{4}$ of Section 19.**

and to construct, operate and maintain an overhead or underground electric transmission and/or 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; 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 circuits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by machinery or other means of trees and shrubbery located within **10 feet** of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (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 within a lateral distance of **20 feet** from the center line of overhead line or **10 feet** from center line of underground line; and the right to permit the installation of communication and other circuits on the poles of said electric transmission and distribution system.

The undersigned agree that they will hold harmless and indemnify Northern Lights, Inc. for any damage to lawns, driveways, or other personal or real property necessitated by the crossing of the such property to reach the property of the undersigned. This obligation applies to damage caused to the property of the undersigned as well as to damage caused to the property of third persons whose property must be crossed to reach the property of the undersigned. The undersigned agree that they shall pay the costs of restoring such third persons' property to its original state, including any reasonable attorneys' fees and court costs incurred in enforcing such obligation.

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 by the Cooperative shall remain the property of the Cooperative, removable at the option of the Cooperative.

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 except those held by the following persons;

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Donald L. Larson & Shirley M. Larson

IN WITNESS WHEREOF, The Grantors have set their hands and seals this 12th day of December, 2007.

X Donald L. Larson
X Shirley M. Larson

STATE OF Montana)
COUNTY OF Sanders) ss

I, David D. Stewart Notary Public in and for the State of Montana
residing at Front Creek, do hereby certify that on this day, personally
appeared before me Donald L. Larson and Shirley M. Larson, known to me to be
the individual(s) described in and who executed the within instrument as their free act and deed
for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 12th day of December, 2007

David D. Stewart
Notary signature
My Commission Expires January 24, 2008

273733 BOOK: 1 RECORDINGS PAGE: 60976 Pages: 2
STATE OF MONTANA SANDERS COUNTY
RECORDED: 01/16/2008 4:33 KOI: EASEMENT-R
JENNINE ROBBINS CLERK AND RECORDER
FEE: \$14.00 BY: Brenda Frank
TO: NORTHERN LIGHTS, INC P.O. BOX 269, SAGLE, ID 83860