

RIGHT OF WAY DEED

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Montana Agricultural Experiment Station, Montana State University (hereinafter referred to as "Grantor"), in consideration of the sum of One Hundred Ninety Two Dollars and Fifty Cents (\$192.50), now paid, grants to HILL COUNTY ELECTRIC COOPERATIVE, INC. (hereinafter referred to as "Grantee") a right of way for placing a 4 inch duct upon and across Grantor's lands, more particularly described as follows:

Said right of way consists of a 30-foot wide corridor which the centerline is the lines as constructed along with guy wires through Hill County, Montana as shown more particular on Exhibit "A" attached hereto and made a part hereof and containing .275 acres, more or less.

The grant of this easement is subject to the following conditions:

The Grantee shall comply with the Montana Antiquities Act, Title 22, Chapter 3, MCA. In particular, Sections 22-3, Parts 4 and 8.

It is also agreed that the Grantee shall comply with such rule or regulations as may be hereafter imposed by the Montana Board of Regents to insure that the environment will be adequately protected and the public health and safety not be endangered.

The Grantee shall be responsible for controlling any noxious weeds introduced by Grantee's activity on the land.

The Grantee shall comply with the Montana County Noxious Weed Management Act, Section 7-22-2101 MCA et. seq., as follows:

The Grantee shall notify the local weed board that is responsible for that geographical area that the project is located in. If the Grantee disturbs vegetation for any reason, Grantee shall be required to revegetate the disturbed area. The Grantee shall submit to the local weed board a written plan specifying the methods to be used to accomplish revegetation . The plan must describe the time and method of seeding; fertilization, recommended plant species, use of weed-free seed, and the weed management procedures to be used. This plan is subject to approval by the local weed board, and therefore must be signed by the chairman of the board.

The Grantee herein specifically agrees the Agricultural Experiment Station and its lessees and purchasers shall have the right to occupy, use and fully enjoy the surface of the right of way hereby granted, to seed, cultivate and harvest crops thereon; and that the said Grantee and its successors and assigns shall pay any damages which may result to the crops, fences and other property or interests of the lessees and purchasers from the Grantor by reason of the laying, maintaining, operating or removing of the said, telecommunications distribution line and that the amount of such damages if not mutually agreed upon, shall be ascertained and determined by

three disinterested persons, one of whom shall be appointed by the lessee or purchaser of the land, his heirs or assigns, one by the Grantee herein, its successors or assigns, and the third by the two so appointed. The award of such three persons shall be final and conclusive on both parties; and that the Grantor and its lessees and/or purchasers will not be liable for any damages to the above mentioned telecommunications distribution line resulting from the occupancy, use and enjoyment of the surface of the right of way hereby granted.

It is further agreed by the Grantee that Grantee shall backfill, grade, and revegetate all disturbed areas to the satisfaction of the State. If the first seeding of compatible grass species does not germinate to the satisfaction of the Department, the Grantee may be required to reseed in those areas open to erosion and weeds. Upon termination of this easement, Grantee shall reclaim the entire area in accordance with this paragraph.

Provided, further, that the right of way deed granted herein shall be assignable by Grantee only with the written approval of the Grantor. Provided, however, that the right of way granted herein is not exclusive and does not interfere with the Grantor and its successor, assigns or other parties authorized to use the land, in their right, at all times to go upon, cross and recross the land covered by the right of way, at any point, for any and all purposes in a manner that will not unreasonably interfere with the rights granted to Grantee.

Provided, that Grantor may terminate this right of way for a material breach of any of the conditions or provisions of this deed. Before termination, the Grantor shall give Grantee written notice of intent to terminate and a reasonable period to cure the breach.

It is further provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the right of way shall terminate upon notice to that effect being given to the said grantee named herein.

Montana Agricultural Experiment Station, Montana State University

By: _____

Title: _____

Date: _____