

After Recording, Return To:

Northwestern Energy
Land and Permitting Department
40 East Broadway
Butte, Mt 59701-9989

UTILITY EASEMENT

Geocode: 04-2200-34-2-01-01-0000

STATE OF MONTANA, c/o University of Montana, whose address is University of Montana Campus, Brantley Hall, Missoula MT 59812 "Grantor", in consideration of \$1.00 and other good and valuable consideration, in hand paid, the receipt of which is acknowledged, does grant and convey to **NORTHWESTERN CORPORATION D/B/A NORTHWESTERN ENERGY**, a Delaware corporation, 40 East Broadway, Butte, MT 59701-9394, "Grantee", and to its successors, assigns and apportionees, an easement ten (10') feet in width, inside the location of the utility equipment, upon which to construct, operate, maintain, replace, upgrade, and remove an underground natural gas pipeline, electric power line and necessary appurtenances, over, under, along and across that certain real property located in Missoula County, Montana, and particularly described as follows:

TOWNSHIP 13 NORTH, RANGE 19WEST, P.M.M. _____

SECTION 34: NW Quarter as recorded in the Office of the Missoula County Clerk and Recorder. The approximate location of the easement is depicted on the attached Exhibit A, incorporated herein and made a part hereof as shown on the attached Exhibit A.

A 10' wide underground utility easement heading north along Cinnabar Dr. approximately 387' +/- then west 238' +/-, as per the attached Exhibit A.

GRANTEE shall be solely responsible for restoring the real property and repairing any damage to park facilities, such as the irrigation system, to as near its original condition as reasonably possible, after any usage of the easement, whether original **construction, maintenance, replacement, reconstruction, or removal**.

TOGETHER with reasonable right of access to and from the easement area over lands of the Grantor using existing roads and trails where practicable; the right to use and keep

the easement area free and clear of any and all obstructions or structures, except fences; and the right to clear and remove all timber, brush, or vegetation from the easement area that may, in the Grantee's sole opinion, endanger the electric powerline, communications system, or necessary appurtenances.

GRANTOR covenants with the Grantee that the Grantor is lawfully seized and possessed of the real estate above-described, and that the Grantor has a good and lawful right to convey it, or any part thereof.

The terms and conditions of this easement shall run with the land and shall be binding on the successors, or assigns of the Grantor. .

STATE OF MONTANA GRANT AND ACCEPTANCE

This easement is granted and its tenms and conditions agreed to by the City of Missoula on this _
_____ day of _____, 2015.

ATTEST:

APPROVAL:

State of Montana
County of

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared

known or identified to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

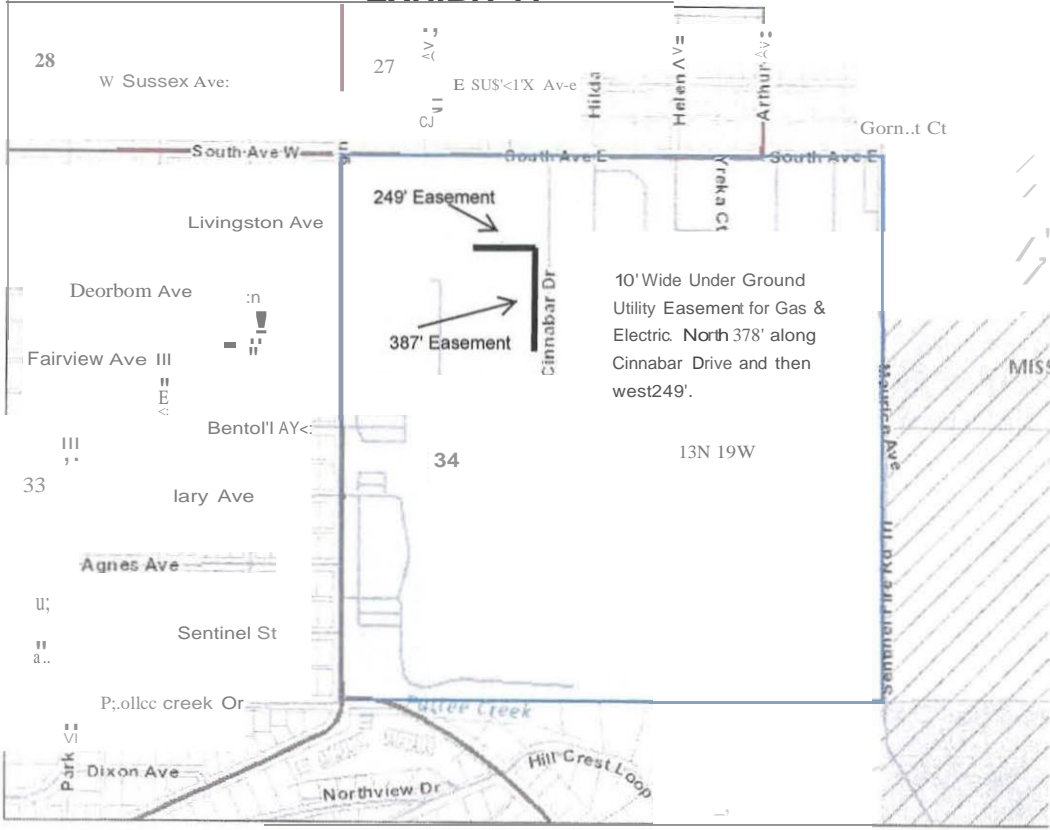
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

SEAL

Signature

Printed Name
Notary Public for _____
Residing **at** _____,
My commission expires _____

EXHIBIT A



Ownership: State of Montana
 Geocode: 04-220G-34-2-01-01-01-0000
 LegalDescription: T13N,
 R19W, Section 34 NW4
 160AC

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