Kootenai Electric
COOPERATIVE

SO# _____

ELECTRIC LINE RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, _____ _____, (an individual) or (husband and wife) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto Kootenai Electric Cooperative, Inc., an Idaho nonprofit corporation (hereinafter referred to as the "Cooperative") whose mailing address is 2451 W. Dakota Ave. Hayden, Idaho, 83835, and to its successors or assigns, an easement and right-of-way upon the undersigned's real property situated in the County of _____ State of _____ Township _____, Range _____, Section _____, and more particularly described as follows:

(SEE ATTACHED EXHIBIT "A")

This easement shall in all events provide the Cooperative the right to construct, operate and maintain an electric transmission and/or distribution line and/or system on or under the above-described real property and/or in, upon or under all streets, roads or highways abutting said real property; 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 or size of conduits, wires, cables, vaults, splice boxes, connection boxes, poles, transformers and transformer enclosures. The scope and purpose of this easement and right-of-way shall not be limited to the provision of service to the subject property. The Cooperative shall have the continuing and unconditional right to utilize the easement and right-of-way to reasonably operate and maintain its electric transmission and/or distribution lines and/or system to provide service to all other portions of its service territory. The Cooperative and its authorized contractors shall also have the right to cut, trim and control the growth by machinery, chemical means or otherwise of trees and shrubbery located within fifteen (15) feet of the center of said line or system, or that may interfere with or threaten to endanger the operation, safety, efficiency, and maintenance of said line or system (including any control of the growth or 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; and to license, permit or otherwise agree to the joint use or occupancy of the lines, systems or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation. The Cooperative shall have a general right of ingress and egress over all portions of the undersigned's real property to and from the easement described in Exhibit A for the purpose of constructing, maintaining, operating, inspecting, patrolling, surveying, repairing, replacing, adding, removing, or modifying the electric line and associated devices.

The undersigned agrees that all of the Cooperative's poles, wires and all other equipment and facilities of any nature whatsoever, including but not limited to any main service entrance equipment, installed in, upon or under the above described real property shall remain as the Cooperative's sole property. All of such property shall be removable at the sole option of the Cooperative without the giving of any advance notice.

The undersigned covenants that it is the owner of the above-described real property and that said real property is free and clear of encumbrances and liens of any nature whatsoever which would in any way frustrate or interfere with the easement rights granted to the Cooperative herein.

Dated this _____ day of _____, 20_____.

_____
Signature

_____
Print Name

STATE OF _____)
: ss.
County of _____)

On this _____ day of _____, 20_____, before me personally appeared _____, to me known to be the individual(s) described in and who executed the forgoing instrument and acknowledged that (s)he signed and sealed the same as his/her own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first written above.

(SEAL)

_____
Notary Public

Residing At: _____

My Commission Expires: _____

The undersigned covenants that it is the owner of the above-described real property and that said real property is free and clear of encumbrances and liens of any nature whatsoever which would in any way frustrate or interfere with the easement rights granted to the Cooperative herein.

Dated this _____ day of _____, 20_____.

_____
Signature

_____
Print Name

STATE OF _____)
: ss.
County of _____)

On this _____ day of _____, 20_____, before me personally appeared
_____,
to me known to be the individual(s) described in and who executed the forgoing instrument and acknowledged that (s)he signed and sealed the same as his/her own free and voluntary act and deed, for the uses and purposes therein mentioned.

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Residing At: _____

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