

RIGHT OF WAY EASEMENT

This easement made and entered into on this ____ day of _____, 2022 by and between _____ of _____ GRANTOR(s)), their heirs, successors and assigns, and IDAHO COUNTY LIGHT & POWER COOPERATIVE ASSOCIATION, INC., its successors, lessees and assigns (GRANTEE):

WITNESSETH, that, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity such facilities as may be necessary or desirable for providing electric energy and services and communication services, said facilities being located in the following described Easement Area within GRANTOR'S premises in Idaho County, Idaho, to wit:

See Exhibit "A" attached hereto and hereby incorporated by this reference.

Easement shall be ten (10) feet on each side of the power line depicted or described in Exhibit "A" with the length and direction of said line depicted in Exhibit "A". GRANTOR grants to GRANTEE an additional utility easement subject to the same terms and conditions set forth herein to allow GRANTEE to extend utility services from the easement granted herein to adjacent properties. Said additional utility easement is depicted in Exhibit "A" attached hereto or if said easement is not set forth in Exhibit "A", said easement shall run in a reasonable and logical course from the easement granted herein to the adjacent property.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, within the easement area, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and change the quantity and type of facilities (provided said change does not materially alter the purpose of the easement provided herein); (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation, or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any trees adjacent to but outside the Easement Area which, in the opinion of the GRANTEE, endangers or interferes with the safe and efficient installation, operation, or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonable, necessary, or convenient for GRANTEE'S safe and efficient installation, operation, and maintenance of said facilities and for the enjoyment and use of said easement for the purpose described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences or roads), except as otherwise agreed to in writing by the parties, shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE'S facilities and provide a working space of not less than eight feet (8') on the opening side and two feet (2') on the other three sides of any underground equipment.

GRANTOR covenants not to interfere with GRANTEE'S facilities within the Easement Area in GRANTOR'S premises.

GRANTOR hereby warrants and covenants (a) the GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE.

This easement shall terminate, ten (10) years after removal of the electrical power line by the Grantee, unless otherwise agreed to in writing by the parties.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned GRANTOR'S have hereunto set their hands and seals on the day and year first above written.

Signature

Signature

STATE OF _____

County of _____

} SS.

On this ____ day of _____, 20____, before me, _____ a Notary for the said County and State, personally appeared _____, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledged to me that he/she/they freely executed the same.

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

(NOTARY SEAL)

Notary Public for State of _____,

Residing at _____, therein.

My Commission Expires on: _____

PROPERTY DESCRIPTION: