UTILITY EASEMENT

FOR VALUE RECEIVED, THE BOARD OF REGENTS OF HIGHER EDUCATION OF THE MONTANA UNIVERSITY SYSTEM, an agency of the State of Montana, whose address is 32 Campus Drive, Missoula, MT 59812 ("Grantor"), hereby grants to MISSOULA COUNTY PUBLIC SCHOOLS, District #1, 915 South Avenue, Missoula, MT 59801, a political subdivision of the State of Montana, ("Grantee"), and to its successors, assigns, and apportions, 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 conduit and fiber optic line and necessary appurtenances, over, under, along, and across that certain real property located in Missoula County, Montana, and particularly described as follows:

Lying within, or lying within public street right-of-way immediately adjacent to, all those portions of the south half of Section 22, and the north half of Section 27, Township 13 North, Range 19 West, Principal Meridian, Montana, described as follows:

Parcel B of Missoula County Certificate of Survey No. 2558; Blocks 17, 24, 37, and 40 of the Supplementary Plat of a Portion of Montana Addition; Blocks 6 and 7 of Hammond Addition No. 2 and Supplement to Hammond Addition No. 2; and Block 18 of Hammond Addition; all subdivision plats on file and of record in Missoula County, Montana; with the alignment of said fiber optic line being generally shown on the attached Exhibit "A".

GRANTEE shall be solely responsible for restoring the real property and repairing any damage to 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 conduit or fiber optic line, communications systems, or necessary appurtenances.

GRANTOR covenants with the Grantee that the Grantor is lawfully seized and possessed of the real estate above-described, 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.
This easement is granted and its terms and conditions agreed to by the Grantor on this _____________ day of _____________________, 2016.

GRANTOR:

THE BOARD OF REGENTS OF THE MONTANA UNIVERSITY SYSTEM ATING FOR THE STATE OF MONTANA AND IN THE INTEREST OF THE UNIVERSITY OF MONTANA

By: ____________________

Royce Engstrom, President
University of Montana

State of Montana
County of Missoula

On this 21st day of October, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Royce C. Engstrom, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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 ____________