THE **OUTSIDE** IS IN US ALL.

UTILITY EASEMENT EXCHANGE AGREEMENT
Woods Ranch Wildlife Management Area

THIS AGREEMENT is entered into by and between the **Montana Fish, Wildlife & Parks**, an agency of the State of Montana, whose main address is 1420 East Sixth Avenue, P O Box 200701, Helena, Montana 59620 ("FWP"), and Lincoln Electric Cooperative, Inc., a Montana corporation in good standing, whose address is PO Box 628, Eureka, MT 59917 ("LEC").

RECITALS

I. FWP is the owner of certain real property located in Lincoln County, Montana, commonly known as Woods Ranch Wildlife Management Area ("WRWMA").

II. LEC is the nonexclusive owner of two permanent utility easements, a portion or all of which are located within the WMA, described in two unrecorded utility easements, referenced as follows:

A. Lincoln Electric Cooperative, Inc., Eureka, Montana, Right of Way Easement, dated February 8, 1950, from John T. Moore to Lincoln Electric Cooperative, Inc., described as follows:

> NW, SE, W ½ NE, SeNe; w ½ nw, nw, sw-e 1/2sw and lot 8; Sec 7 Twn 37 Rge26 NWNE, less 7 acres, Sec. 18 – 37 – 26 ; NESE Sec 12 – 37 – 27; NE ¼ Sec. 12-37-27
> Lots 4 & 5 Sec. 6 -37 -26; Lots 1 & 2 less 17 acres of lot 2 and S1/2SE, 1 – 37-27
> S1/2SW – 13-37-27; NWNE, 24-37-27, NENE & SESW & E ½ NW- N ½ SW, Sec 24 -37 -27.
> E ½ NW Sec. 25 -37-27. And E ½ SW, W ½ SE Sec. 18 -35 -27; and Lots 1&2 &E 1/2NW, Sec 19-35-27
> W ½ SE, 12 – 37 -27; NWNE, 13 -37-27; NESW; SENW Tract in NENW Sec 13 – 37 – 27
> SESE; SWSW, Sec 12 -37-27; NENE; W ½ NW; NWSW Sec 13 -37 -27; Lot 1 Sec 18-37-26
> SWSW; SESW; S ½ SE, Sec 23 -37 -27; W ½ SE, SW, SESE,SW, Sec 6-37-26; Lot 5, 7-26
> SWSW, Sec 24 -37- 27; NESW, Sec 25 -37 -27.

B. Right of Way Easement dated August 23, 1972, from Glen P. Wood and Rose Wood, a/k/a Glen P. and Rose Woods, to Lincoln Electric Cooperative, Inc., described as follows:

> A right-of-way 20' wide, located in the E ½, SW ¼, S7 & NW ¼, NE ¼, S18, T37N, R26W, to construct a 25 KV single phase overhead power line to serve consumers east of this area, & the SW ¼ SW ¼ sec. 7, T37N, R26W.

Collectively, the above-described easements shall be referenced herein as the "current utility easements", which easements contain above-ground electrical utility lines, poles and equipment.

III. LEC wishes to exchange the current utility easements with one new permanent utility easement in a different location within the WMA, depicted in the survey attached hereto and incorporated herein ("new utility easement"), for the purpose of removing above-ground utility lines, along with all associated poles and equipment, and installing underground electrical utility lines, along with associated equipment.

IV. The benefits to FWP include the following:

- Mitigating the risk of an accidental fire on the WRWMA;
- Returning portions of the WRWMA to a more natural aesthetic;
- Improving big game winter security by moving the current easement to existing roads and allowing utility maintenance consistent with WRWMA closure dates;
- Minimizing the spread of noxious weeds via overhead line maintenance equipment;
- Reducing the potential of avian collision with overhead lines on the WRWMA;
- Reducing the potential of wildlife or human electrocution from downed overhead lines; and
- Improving safety when conducting aerial game surveys on the WRWMA.

AGREEMENT

NOW THEREFORE, IN CONSIDERATION of the terms and conditions of this Exchange Agreement, FWP and LEC agree as follows:

A. CLOSING: At closing, LEC agrees to convey to FWP a Discharge of Utility Easements regarding the current utility easements and FWP agrees to convey to LEC a Utility Easement regarding the new utility easement. FWP represents to LEC that the new utility easement will be conveyed together with any appurtenant rights, but subject to all existing prior reservations, easements, or encumbrances. LEC represents to FWP that the current utility easements will be discharged free and clear of reservations, easements and encumbrances placed on the current utility easements. The Utility Easement regarding the new utility easement will be prepared by LEC subject to approval by FWP, and the Discharge of Utility Easements regarding the current utility easements will be prepared by FWP subject to approval by LEC.

B. CLOSING COSTS & FEES: The easement documents will be exchanged at a time and date to be mutually agreed upon, but prior to December 31, 2020. The date of closing may be extended by mutual agreement of the parties.

LEC agrees to pay recording fees and closing costs if any for both the Utility Easement and Discharge of Utility Easements with the current easements attached to said Discharge.

C. PROPERTY VALUE & CONSIDERATION: The parties acknowledge and agree that this is an equal value exchange. Additional benefits to FWP include those listed above.

D. REMOVING EXISTING UTILITIES: LEC covenants that it shall remove all existing above-ground utility lines, poles and equipment in the current utility easement, within a reasonable time after closing, at its own expense. This provision shall survive closing.

E. MODIFICATIONS: This Agreement constitutes the entire agreement between the parties and that no statements, promises or inducements made by either party that are not contained in this Agreement will be valid or binding. It is further agreed that no modification or alteration of

this Agreement will be upheld as valid unless evidenced in writing and signed by all parties.

F. SPECIAL APPROVALS AND CONTINGENCIES: FWP's obligations under this Agreement are expressly contingent on the approval of the exchange by the Fish and Wildlife Commission. In the event FWP is unable to timely obtain the necessary approval after reasonable, good faith efforts to do so by the date of closing, FWP may terminate this Agreement and the obligations of all parties hereto shall be discharged.

G. FURTHER ASSURANCES: The Parties agree to negotiate and execute any documents or instruments necessary after closing, if required, to fully effectuate the terms of this Agreement.

H. EXECUTION IN COUNTERPARTS AND BY EMAIL: The parties agree that this Agreement may be executed in counterparts and with signatures delivered by electronic means. Such execution will, whether by original signatures or by emailed scans thereof, bind the parties, notwithstanding that all parties may not have signed the same copy of this Agreement.

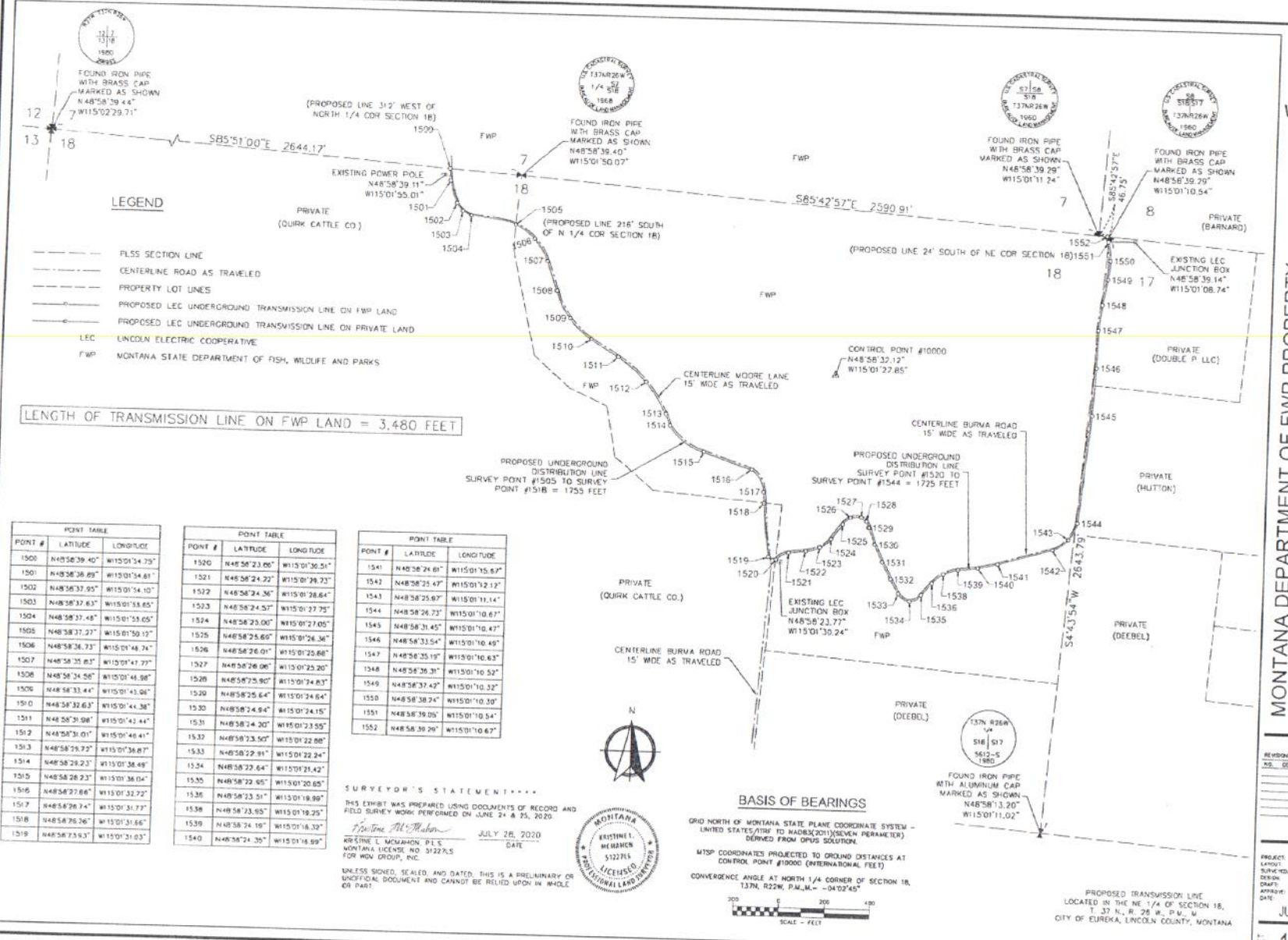
IN WITNESS WHEREOF, the parties have executed this agreement this 3RD day of AUGUST, 2020.

Montana Department of Fish, Wildlife & Parks

By: Martha Williams
Martha Williams, Director

Lincoln Electric Cooperative, Inc.

By:
Its: General Manager



POINT TABLE		
POINT #	LATITUDE	LONGITUDE
1500	N48°58'39.40"	W115°01'34.75"
1501	N48°58'38.89"	W115°01'34.61"
1502	N48°58'37.95"	W115°01'34.10"
1503	N48°58'37.63"	W115°01'33.65"
1504	N48°58'37.48"	W115°01'33.05"
1505	N48°58'37.27"	W115°01'30.12"
1506	N48°58'36.73"	W115°01'48.74"
1507	N48°58'35.83"	W115°01'47.77"
1508	N48°58'34.58"	W115°01'46.98"
1509	N48°58'33.44"	W115°01'43.98"
1510	N48°58'32.63"	W115°01'44.38"
1511	N48°58'31.98"	W115°01'42.44"
1512	N48°58'31.01"	W115°01'40.41"
1513	N48°58'29.72"	W115°01'36.87"
1514	N48°58'29.23"	W115°01'38.49"
1515	N48°58'28.23"	W115°01'36.04"
1516	N48°58'27.66"	W115°01'32.72"
1517	N48°58'26.74"	W115°01'31.77"
1518	N48°58'26.26"	W115°01'31.66"
1519	N48°58'23.93"	W115°01'31.03"

POINT TABLE		
POINT #	LATITUDE	LONGITUDE
1520	N48°58'23.66"	W115°01'30.51"
1521	N48°58'24.22"	W115°01'29.73"
1522	N48°58'24.36"	W115°01'28.64"
1523	N48°58'24.53"	W115°01'27.75"
1524	N48°58'25.00"	W115°01'27.05"
1525	N48°58'25.69"	W115°01'26.36"
1526	N48°58'26.01"	W115°01'25.68"
1527	N48°58'26.06"	W115°01'25.20"
1528	N48°58'25.90"	W115°01'24.83"
1529	N48°58'25.64"	W115°01'24.64"
1530	N48°58'24.94"	W115°01'24.15"
1531	N48°58'24.20"	W115°01'23.55"
1532	N48°58'23.50"	W115°01'22.88"
1533	N48°58'22.91"	W115°01'22.24"
1534	N48°58'22.64"	W115°01'21.42"
1535	N48°58'22.95"	W115°01'20.65"
1536	N48°58'23.51"	W115°01'19.99"
1538	N48°58'23.65"	W115°01'19.25"
1539	N48°58'24.19"	W115°01'18.32"
1540	N48°58'24.35"	W115°01'16.99"

POINT TABLE		
POINT #	LATITUDE	LONGITUDE
1541	N48°58'24.61"	W115°01'15.67"
1542	N48°58'25.47"	W115°01'12.12"
1543	N48°58'25.67"	W115°01'11.14"
1544	N48°58'26.73"	W115°01'10.67"
1545	N48°58'31.45"	W115°01'10.47"
1546	N48°58'33.54"	W115°01'10.49"
1547	N48°58'35.19"	W115°01'10.63"
1548	N48°58'36.31"	W115°01'10.52"
1549	N48°58'37.42"	W115°01'10.32"
1550	N48°58'38.24"	W115°01'10.30"
1551	N48°58'39.05"	W115°01'10.54"
1552	N48°58'39.29"	W115°01'10.67"

SURVEYOR'S STATEMENT****

THIS EXHIBIT WAS PREPARED USING DOCUMENTS OF RECORD AND FIELD SURVEY WORK PERFORMED ON JUNE 24 & 25, 2020.

Kristine M. McMahon — JULY 28, 2020

KRISTINE L. MCMAHON, PLS
MONTANA LICENSE NO. 51227LS
FOR WGM GROUP, INC.

DATE

UNLESS SIGNED, SEALED, AND DATED, THIS IS A PRELIMINARY OR UNOFFICIAL DOCUMENT AND CANNOT BE RELIED UPON IN WHOLE OR PART.

MONTANA KRISTINE L. MCMAHON 51227LS LICENSED PROFESSIONAL LAND SURVEYOR

WGM GROUP
WWW.WGMGROUP.COM
435 1ST AVE WEST
KALISPELL, MONTANA

MONTANA DEPARTMENT OF FWP PROPERTY
PROPOSED LEC TRANSMISSION LINE ROUTE
BURMA ROAD & MOORE LANE, EUREKA, MONTANA

REVISIONS
NO. DESCRIPTION DATE

PROJECT: 20-06-16
LAYOUT: D SIZE
SURVEYED: KLM
DESIGN: -
DRAFT: KLM
APPROVE: KLM
DATE: JULY 28, 2020

SHEET 1 OF 1