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NO. 8 4 2 5 7

THIS AGREEMENT, Made and entered into this 29th day of June, 1933, between SPOKANE INTERNATIONAL RAILWAY COMPANY, a Corporation, party of the first part, and MOUNTAIN STATES POWER COMPANY, a Corporation, party of the second part;

WITNESSETH, that WHEREAS the Humbird Lumber Company has heretofore conveyed to Spokane International Railway Company a right-of-way for its railroad over and across the following described land in Bonner County, Idaho, to-wit:

Being a portion of the South Half of the Southeast Quarter of Section 15, Township 57 North Range 2 West B. M., more particularly described as follows:

Beginning at a point on the South line of Section 15, Township 57 North Range 2 West B. M. in the center of Larch Street 30 feet East of the Quarter corner in South line of said Section 15, Thence along East side of Boyer Avenue North 330 feet;

Thence East 142 feet;

Thence North 75 feet;

Thence East 370 feet;

Thence North 685 feet;

Thence East 666 feet;

Thence South 790 feet;

Thence East 450 feet;

Thence South 300 feet to center line of Larch Street;

Thence West 1628 feet to place of beginning, save and except therefrom the right-of-way of the Spokane International Railway

HMN

C.W.S.

Company and the State Highway Number 95 and other easements previously granted,

the said tract of land being commonly designated as Sandpoint Milltown, and

WHEREAS the said Humbird Lumber Company has maintained an electrical distribution system for the distribution of electrical energy to its employees living in Milltown, and said distribution system is constructed over and across the said right-of-way of the Spokane International Railway Company and has been so constructed and in use for about twenty-five (25) years, and

WHEREAS the said Humbird Lumber Company has sold the said distribution system to Mountain States Power Company, party of the second part herein, and the said Mountain States Power Company is now engaged in the operation of said distribution system.

In consideration of the sum of ONE (\$1.00) DOLLAR, in hand paid by the party of the second part to party of the first part, the party of the first part hereby grants to party of the second part the right to maintain its wires over and across the said railway right-of-way of party of the second part as the same is laid out and constructed over and across the above described land, for the period of 20 years.

It is intended by this agreement to grant to party of the second part the right to maintain such electrical line and equipment as the same is now located, with the right to enter on said right-of-way to make the necessary repairs and keep the said line in repair.

In consideration of the granting of this right-of-way to party of the second part the said party of the second part agrees to save the party of the first part harmless from all damages that may be sustained by party of the first part, resulting from the

construction, maintenance or operation of said electrical line across said right-of-way.

IN WITNESS WHEREOF the parties have executed this agreement the day and year first above written.

IN THE PRESENCE OF:

C W Sawall

Hettie E Gordon

SPOKANE INTERNATIONAL RAILWAY
COMPANY,

By E S McPherson
Vice President

MOUNTAIN STATES POWER COMPANY

By Z E Merrill
Vice Pres.

STATE OF WASHINGTON,)
County of Spokane,) ss

On this 29 day of June, 1933, before me, J C Williams, a Notary Public in and for the County and State aforesaid, personally appeared E. S. McPHERSEN, to me known to be the Vice-President of the Spokane International Railway Company, the Corporation whose name is subscribed to the above and foregoing instrument and acknowledged to me that said Corporation executed the same.

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

(Notarial Seal)
(Commission expires Oct. 24, 1936)

J C Williams
Notary Public for Washington,
Residing at Spokane, Washington,
My Commission expires: —

STATE OF IDAHO,)
County of Bonner,) ss.

Filed for record at the request of Mt. States Power Co. on the 6 day of Dec. 1933 at 11:30 o'clock A. M, and recorded in Book 10 of Miscellaneous on page 144.

By Margaret Nwberg, Deputy.

Fee \$1.75