

PERMIT

The SPAIN AND FERRIS DITCH CO. hereby grants to _____
_____ hereafter referred to as ("PERMITTEE"), permission to
_____ in the (Legal Desc. of area of encroachment) _____
_____ subject to the following terms and conditions:

WHEREAS persons may not encroach upon or otherwise use or impair SFDC canal, or its primary or secondary easement, without obtaining approval and an easement therefore:

1. Plans and specifications for any "encroachment" or "disturbance" or "placement of any facility".

An "encroachment", or "disturbance" or "placement of any facility" means the construction, or the placement, and any work associated therewith, of any facility, including lines, pipes, pipelines, culverts, bridges, trees, buildings, etc. over, across, on, under, through or near the SFDC canal, laterals, embankment, or right-of-way thereof.

2. Any "encroachment", "disturbance" or "placement of facility" by Permittee, over, across, under, on or near SFDC canal, laterals, and embankment thereof, **MUST BE DONE BETWEEN NOVEMBER 1 AND APRIL 1** of each year, unless a specific written exception is granted by SFDC. Permittee shall contact the SFDC at least twenty four (24) hours in advance of any actual "encroachment", "disturbance", or "placement of facility".

3. Any "encroachment", "disturbance" or "placement of facility", must be properly reclaimed. Any cuts or disturbance of SFDC main canal and embankment shall be reclaimed to insure that the solid integrity of the canal will not give way or leak. All cuts in the main canal or the laterals shall be lined with bentonite or other impervious material. Final details of reclamation shall include:

Final reclamation shall be approved by SFDC prior to and after Permittee's "encroachment", "disturbance", or "placement of facility".

4. NOW THEREFORE for valuable consideration, in the amount of _____ SFDC grants unto Permittee, its successors and assigns, a perpetual easement, for the purpose of construction of

_____ as shown on the "Easement Exhibit A", attached hereto and made a part hereof, over and across the following described lands in Gallatin County.

5. SFDC shall be entitled to use the road easement in the operation and maintenance of its canal. The Permittee shall have right of access and enjoyment of its easement under this agreement so long as such use and enjoyment by Permittee does not interfere with the normal operation and maintenance of SFDC canals.

6. The Permittee will take necessary actions to insure that the easement does not create a nuisance or hazard to the public.

7. The Permittee shall take necessary precautions to warn or prevent the public from using SFDC easement, in a manner which might result in harm or damage to SFDC canal, the Permittee, or the public including the construction of a safety curb along the canal, and posting "no trespassing" signs along the canal.

8. The installation of any culvert, bridge, fence, or any other "facility" will be such as to allow SFDC access to cleaning, and allow safe and efficient operation and maintenance of its canal and laterals.

9. The Permittee shall be responsible for cleaning and maintaining of any facility it constructs or places in SFDC canal or laterals. Permittee shall be responsible for any damage associated with "encroachment", "disturbance", or "placement of facility", by Permittee.

10. The Permittee, and/or its contractors, shall provide SFDC with proof of insurance, prior to any "encroachment", "disturbance", or "placement of facility".

11. The PERMITTEE SHALL PAY A FEE TO "SFDC" for this permit, which fee is generally based upon SFDC estimated costs and expenses associated with the implementation and administration of this permit.

Said fee is _____, plus recording fees, on SFDC laterals, and _____, plus recording fees, for an "encroachment", "disturbance" or, "facility" on SFDC main canal, which fees are payable in advance of construction or placement to SFDC. SFDC general costs and expenses associated with this permit include a review of Permittee's plans, site inspection, development and operation of this permit system, record keeping, onsite inspection prior to, during, and after construction, and possible inconvenience and expenses related to said "encroachment", "disturbance", or "facility", during future years of operation, maintenance, and cleaning SFDC canal and laterals. SFDC has to clean, repair, or maintain any "encroachment", "disturbance", or "facility" of Permittee, SFDC shall do so, and send the Permittee a bill for such services.

12. Permittee is liable for any consequential damages related to or caused by Permittee's "encroachment", "disturbance", or "facility". Permittee agrees to indemnify and hold harmless to SFDC from any damages arising out of Permittee's "encroachment", "disturbance", or "facility".

13. In the event SFDC shall at any time in the future change the location or elevation of its canal or lateral at the point above referred to, necessitating any change in the location of the _____ the cost of the change of location of such _____ to meet the needs of the SFDC shall be borne by the Permittee.

14. In the event the SFDC in the enjoyment and operation of the irrigation system, damages the _____ of the Permittee, that the Permittee will not claim any damage from the SFDC except in such instances and the damage is caused by the willful or gross negligence of the SFDC, its representatives, contractors, agents, or servants.

15. If SFDC owns less than the entire and undivided fee simple title in said land, then this easement applies only to the interest they have.

16. This permit shall also be binding on any other successor or assignee of the Permittee.

17. If Permittee is a contractor, agent, or other representative for another principal, city or county government, or any other person or entity. This Permit shall be binding on such principal, government, and such other person or entity. This Permit shall also be binding on any other successor or assignee of the Permittee.

18. In the event of a dispute over the terms and conditions of the Agreement, the SFDC shall be entitled to its reasonable attorney's fees and costs from the Permittee, whether or not the same are incurred in connection with any lawsuit.

19. Other terms, conditions and exceptions include:

The SPAIN AND FERRIS DITCH CO.

BY: _____

ITS _____

ATTEST:

EXAMPLE

STATE OF MONTANA
COUNTY OF GALLATIN

On this _____ day of _____ 20_____, before me, the undersigned, a Notary Public for the State of Montana personally appeared _____, known to me to be the _____ The SPAIN AND FERRIS DITCH CO. whose name is subscribed to within instrument and acknowledged to me that he, she, 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.

Notary Public for the State of Montana

Residing at _____

My commission expires _____

I AGREE TO THE TERMS AND CONTITIONS OF THIS PERMIT:

PERMITTEE

By _____

Its _____

STATE OF MONTANA
COUNTY OF GALLATIN

On this _____ day of _____ 20_____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____ known to me to be the _____ of _____ whose name is subscribed to the within instrument and acknowledged to me that _____ 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.

Notary Public for the State of Montana

Residing at _____

My commission expires _____