

#6135

RIVER ACCESS EASEMENT

THIS RIVER ACCESS EASEMENT AGREEMENT is made and entered into this 28th day of April 2008, by and between **LAWYER NURSERY, INC.**, a Montana Corporation with mailing address of 6625 Montana Highway 200, Plains, MT 59859, hereafter "Grantor", and **PANAORAMA TERRACE HOMEOWNERS ASSOCIATION, INC.**, a Montana corporation with mailing address of 6625 Montana Highway 200, Plains, MT 59859, hereafter "Grantee."

RECITALS

WHEREAS, Grantor owns the following described real property in Sanders County, Montana:

A parcel of land approximately fifty feet (50') wide, bounded by Mahonia Road on the north, the Clark Fork River on the south, and Lot 6 of Panorama Terrace Subdivision, a platted subdivision of Sanders County Montana, on the east. Said property is depicted on the Final Plat for Panorama Terrace Subdivision as a "50' private access easement." (the "Easement Property")

WHEREAS, Grantor has agreed to grant a non exclusive easement over and across the Easement Property to Grantee for the uses and purposes, and subject to the restrictions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants unto Grantee a non exclusive private access easement (the "River Access Easement," or RAE") for purposes as defined herein over the Easement Property.

2. **Purpose and Use.** The purpose of the RAE shall be limited to provide Grantee and the members of Grantee, and their accompanied guests and invitees, the right of access to the Clark Fork River, primarily by foot. Small motorized and non-motorized watercraft may be launched provided that doing so does not disturb the native integrity of the riverbank. The RAE shall not be available to the general public.

Without the written consent of the Grantor, no structure or buildings, or excavation, or construction of any ramps or improvements designed to improve river access is permitted.

3. **Non-exclusive.** Grantor reserves the right to grant a similar easement in the Easement Property to owners of adjacent property owned by Grantor in the event Grantor develops said adjacent property.

4. **Release and Indemnity.** Grantee assumes the risk of injuries to persons and damage to property arising out of the use by Grantee, and the members of Grantee, of the RAE, and shall indemnify and defend Grantor from any claim, loss, damage, liability or expense in any way resulting from Grantee's, or Grantee's members' use of the RAE, except to the extent any such loss, claim, damage, liability or expense is caused or contributed to by Grantor.

5. **Benefit and Binding Effect.** The easement granted herein is for the benefit of Grantee and all of the members of Grantee, who are all of the owners of Lots in Panorama Terrace Subdivision. It shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors.

6. **Compliance with Laws.** In exercising rights under the RAE, Grantee and its members shall comply with all applicable laws, rules and regulations of any public authority relating to such use and shall keep the Easement Property free from liens arising in any manner out of the Grantee's activities.

(SIGNATURES ON FOLLOWING PAGE)

