

WHEN RECORDED RETURN TO:  
Stimson Lumber Company  
9400 SW Barnes Rd, Ste 530  
Portland, Oregon 97225

**Document Title:**  
EASEMENT AGREEMENT

**Reference Number(s) of related document(s):** NONE.

**Grantor:** Stimson Lumber Company

**Grantee:** Wesley L. and Tanna J. Paulson

**Legal Description (abbreviated):** **Grantor:** Gov't Lots 1 & 4; portions of Gov't Lots 5 & 8,  
Section 12, T31N, R34W

**Grantee:** Lot 1, Eagle Cove Subdivision; Section 12,  
T31N, R34W

**Assessor's Tax Parcel ID Numbers:**

**Grantor:** 0000013700

**Grantee:** 0000053729

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement"), is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between STIMSON LUMBER COMPANY, an Oregon corporation ("Grantor"), whose address is 9400 SW Barnes Rd, Ste 530, Portland, Oregon 97225, and \_Wesley and Tanna Paulson, hereinafter called ("Grantees"), whose address is 310 Powell Rd, Lolo MT 59847.

### RECITALS

A. Grantor owns certain real property located in Section 12, T. 31 N, R. 34W Lincoln County, State of Montana, which is further described in Exhibit A and depicted on Exhibit B, as "Stimson Lumber Company", attached hereto and by reference made a part hereof.

B. Grantee owns certain real property located, in Section 12, T. 31 N., R. 34W Lincoln County, State of Montana, which is further described in Exhibit A and depicted on Exhibit B, as "Grantee Property", attached hereto and by reference made a part hereof

C. Grantor is willing to grant to Grantee an easement for ingress and egress over such portion of the Stimson Property (the "Easement Area"), which is depicted on Exhibit B as "Easement Grant".

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, Grantor and Grantee agree as follows:

- 1. Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, subject to existing easements and valid rights, a perpetual nonexclusive easement ("Easement Grant") for the use and maintenance of an existing road, which right of way width is thirty (30) feet in total width, upon and across the Easement Grant area. This Easement is appurtenant to and runs with the Grantee's Property.
- 2. Use of Easement Area.** Grantee, its agents and invitees, shall use the Easement Area for ingress, egress, utilities, construction, reconstruction, maintenance, and use of roads over, along, upon and across the Easement Area to the legal lot comprising Grantee's Property as of the Effective Date.
- 3. Grantor's Rights.** Grantor reserves all right, title, and interest to the Easement Area that are not inconsistent with the rights of Grantee given under this Agreement. Grantor reserves the right to enter into leases, permits, or other agreements with others covering the Easement Area or any portion thereof for any purpose whatsoever not inconsistent with the rights of Grantee hereunder. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the others.

- a. Grantor reserves unto itself, its successors and assigns, the right at its expense to relocate the Easement Area subject to the condition that, except for distance and curvature, such relocated Easement Area provides the same type and quality of unpaved road as may be established and maintained by Grantee at the time of such relocation.
  - b. Grantor, for itself, its successors and assigns, reserves the right at all times and for any purpose to go upon, cross and re-cross, at any place on grade or otherwise, said Easement Area and to use the roads on said Easement Area in a manner that will not unreasonably interfere with the rights granted hereunder.
4. **Improvements.** At its sole cost and expense, Grantee may construct improvements on the Easement Area in accordance with plans and specifications submitted to and approved in advance by Grantor. Any improvements in the Easement Area shall be constructed in accordance with plans and specifications approved by Grantor, in a good and workmanlike manner, promptly completed lien-free, and made in compliance with applicable laws, regulations and building codes.
5. **Maintenance.** The cost of road maintenance and resurfacing located in the Easement Area shall be at the sole expense of the Grantee. For the purposes of this Agreement, "maintenance" is defined as the work normally necessary to preserve and keep the Easement Area as nearly as possible in its present condition or as hereafter improved.
6. **Damage.** Each party using any portion of said roads shall repair or cause to be repaired at its sole cost and expense that damage to said roads occasioned by it which is in excess of that which it would cause through normal and prudent usage of said roads. Should inordinate damage to said roads occur which is not caused by an authorized user of said roads, the parties hereto shall meet to agree on the cost of replacement, and the shares of replacement cost to be borne by each user of said roads.
7. **Timber.** Grantor reserves to itself all timber now on or hereafter growing on the Stimson Property, including on the Easement Area. With prior written approval from Grantor, Grantee shall have the right to cut timber upon the Easement Area to the extent necessary for reconstructing and maintaining said road. Timber cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the Grantor and decked along the road for disposal by the Grantor.
8. **As-Is.** Grantor makes no representations or warranties to Grantee or any person as to the safety, suitability, conditions, qualities or characteristics of the Easement Area. Grantee accepts the Easement Area pursuant to this Agreement AS IS, with all faults, known or unknown, and subject to all matters of public record.
9. **Exercise of Rights.** Either party may permit their contractors, licensees, lessees and/or their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees" to exercise the rights granted to the parties for the purposes granted herein.

10. **No Public Dedication.** Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the road to the public or for any public purpose whatsoever.
11. **Compliance with Law; Manner of Operation.** Without limiting the terms of this Agreement, Grantee covenants and agrees that, in the conduct of any and all of its activities and operations hereunder, it will comply strictly with all present and future laws, rules and regulations of the State of Montana, or any other governmental body having jurisdiction in the matter, with respect to building codes, forest practices and the prevention and assessment of fires and possession and maintenance of firefighting tools and equipment, the control and/or elimination of noxious weeds, and, in any and all events, it will conduct its operations in a careful and prudent manner.
12. **Indemnification.** Grantee shall indemnify, defend and hold Grantor and its shareholders, officers, directors, and agents harmless from and against all claims, liabilities, losses, damages, costs or expenses, including reasonable attorney fees arising out of or in connection with the use of the Easement Area by Grantee and its agents, tenants, guests, licensees or invitees, law enforcement, or other governmental use.
13. **Liens.** Grantee shall keep Grantor's property free from liens arising in any manner out of the activities of Grantee and shall promptly discharge any such liens that are asserted.
14. **Taxes.** Grantee shall pay all taxes and/or assessments that may become chargeable against this Easement, if separately assessed by statute.
15. **Termination.** If Grantor determines that the Easement, or any segment thereof, is no longer needed, the Easement shall terminate or the unused segment shall no longer be subject to this Agreement and in either case, this Agreement shall be amended to provide the same.
16. **Default.** In the event of a default, the non-defaulting party may pursue any remedies available at law or in equity against the party that has defaulted.
17. **Grantor Not Liable.** In no event shall Grantor be liable for any damage to, or loss of personal property or equipment sustained by Grantee within the Easement Area, whether or not it is insured, even if such loss is caused by the negligence of Grantor.
18. **Limitation of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY EITHER PARTY HEREUNDER, OR FOR ANY OTHER REASON, EITHER PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.
19. **Abandonment.** In the event Grantee or its successors, heirs, executors, administrators, personal representatives, or assigns abandon or terminate their use of the Easement granted to such party herein for a period of 24 consecutive months, this Agreement and all rights

granted hereunder to Grantee shall terminate and revert back to Grantor and this Agreement shall be amended to provide the same. For the purpose of this Section, "abandon" shall mean non-use of the Easement.

20. **Insurance.** During times of commercial operations, Grantee shall at all times maintain in full force and effect comprehensive public liability insurance covering the Easement Area and use of the Easement Area in an amount not less than \$1,000,000 combined single limit coverage. Grantor and others required by Grantor shall be named as additional insureds on such insurance policy. Grantee's insurance policies shall provide a waiver of subrogation or consent to a waiver of right to recovery and the insurance company will not make any claim or seek recovery from Grantor for any loss or damage.
21. **Successors and Assigns.** This Agreement and the Easement granted herein shall be binding upon the successors, heirs, executors, administrators, personal representatives, or assigns of the parties and upon all persons acquiring an interest thereunder, and shall be a covenant running with the title to the land herein described until terminated or as otherwise provided herein.
22. **Choice of Law.** This Agreement shall be governed by the laws of the State of Montana without giving effect to conflict of law principles.
23. **Attorney Fees.** If either party brings an action, including any proceeding in bankruptcy court, to enforce the terms of this Agreement or to declare rights under this Agreement, the prevailing party at any such action, on trial and on appeal, shall be entitled to its reasonable attorney fees to be paid by the losing party as fixed by the court.
24. **Further Cooperation.** Each party shall execute such other documents and perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.
25. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement.
26. **Entire Agreement; Modification.** This Agreement contains the entire and integrated agreement of the parties with respect to any matter mentioned herein. This Agreement may be modified or amended only by a writing signed by the parties in interest. Any amendment to this Agreement shall be evidenced by a statement in recordable form.
27. **Severability.** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions or of that provision under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted by law.
28. **No Partnership.** Grantor and Grantee do not intend to be and shall not be deemed partners or joint venturers by virtue of this Agreement.

29. **Existing Matters of Record.** This Agreement is subject to all liens, encumbrances, restrictions, and other matters of record in existence as of the Effective Date.
30. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

*[Signature page follows]*



GRANTEE:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

County of \_\_\_\_\_ ) ss.

County of \_\_\_\_\_ )

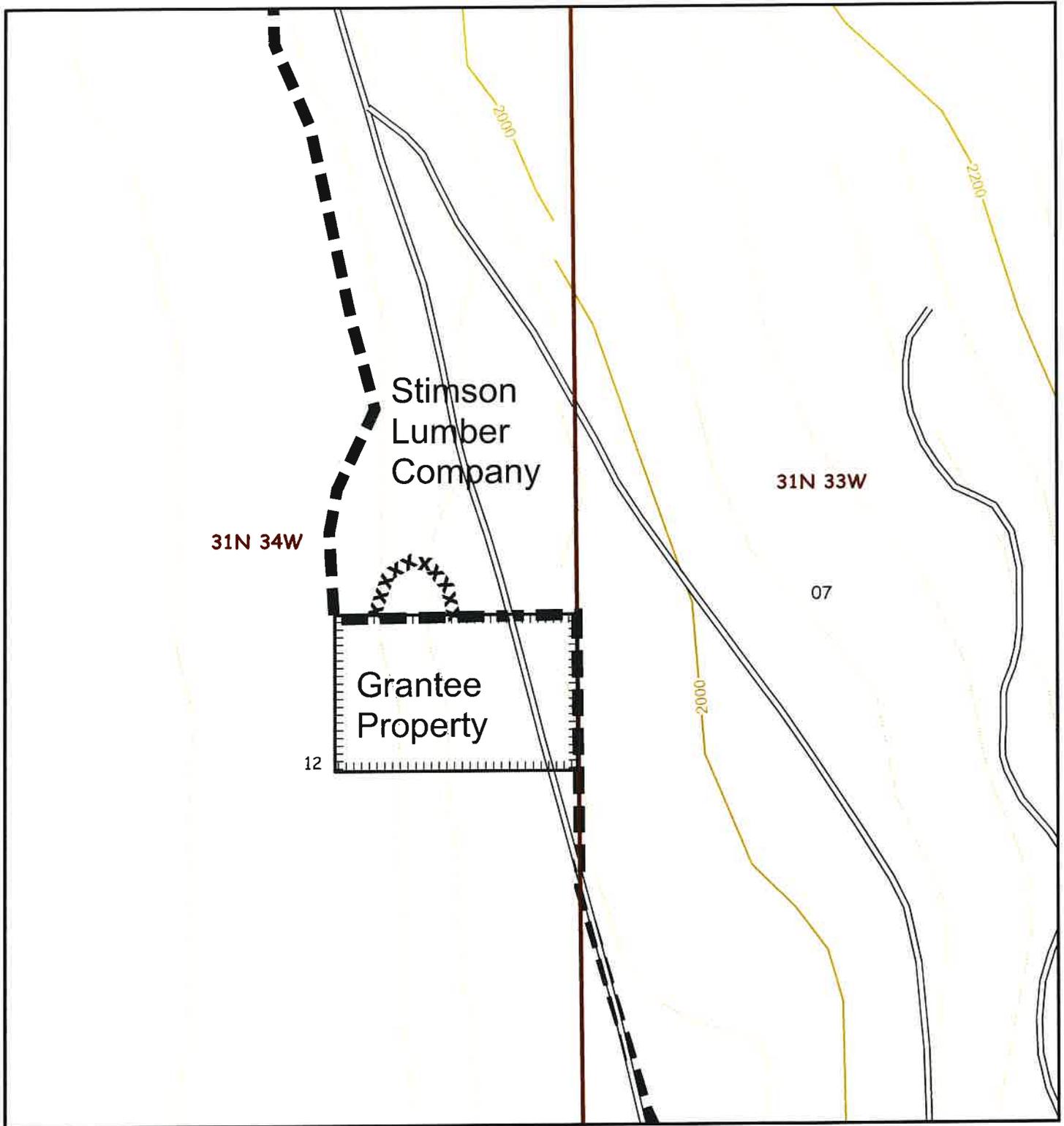
On this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, before me personally appeared \_\_\_\_\_, known or identified to me to be person who executed the above instrument. In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ residing at:

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

Exhibit A

Encumbered Property (Grantor)		Benefitted Property (Grantee)	
Legal Description	Parcel number(s)	Legal Description	Parcel number(s)
Gov't Lots 1 & 4; Portions of Gov't Lots 5 & 8; Section 12-T31N-R34W	0000013700	Lot 1 of Eagle Cove Subdivision, Section 12-T31N-R34W	0000053729



Scale:  
Date: 10/1/25  
Map Type: Easement  
County: Lincoln, MT  
Prepared By: W. Pierce