

9401108340

EASEMENT AND ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into this 26 day of May, 1993, by and between

ROBERT L. SPOKLIE and  
P.O. Box 1401  
Kalispell, Montana 59901

hereafter referred to as Spoklie;

CLARENCE F. TOMMERUP, Trustee of  
the Clarence F. Tommerup Revocable  
Living Trust  
500 Sherman Road  
Kalispell, Montana 59901

hereafter referred to as Tommerup.

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RECITALS

A. Spoklie is the contract purchaser of a tract of land situated in the County of Flathead State of Montana, and more particularly described as follows:

The Northeast Quarter of the Southwest Quarter (NE1SW1) and the Northwest Quarter of the Southeast Quarter (NW1SE1) all in Section 1 Township 28 North, Range 23 West, Flathead County, Montana

B. Tommerup is the owner of a tract of land situated in the County of Flathead, State of Montana, more particularly described as follows:

The Northwest Quarter of Section 1 Township 28 North, Range 23 West, Flathead County, Montana

C. Spoklie and Tommerup each are willing to grant an easement to the other over their respective tracts of land abovescribed which road will provide access to their properties and they have agreed to share the cost of maintaining and repairing said road way as it crosses Tommerup's property.

NOW THEREFORE for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agrees as follows:

1. GRANT OF EASEMENT: Each of the parties hereto hereby grant, convey and transfer to the other and to their heirs, successors and assigns forever, a nonexclusive easement in common with others, over and across the respective properties of each where the roadway is presently situated. The easement is 40 feet in width and shall be used as a means of ingress,

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gress and underground utilities. The easement is more particularly shown and described on Exhibit A attached hereto and by this reference made a part hereof. If the actual roadway varies from the roadway drawn and depicted on Exhibit A, the centerline of the actual roadway shall control and be the easement property.

R.S. & T.

2. MAINTENANCE OF ROADWAY: Tommerup and Spoklie agree to share equally the cost of maintaining and repairing the roadway as it crosses Tommerup's property. From the point where it leaves Tommerup's property and crosses Spoklie's property all maintenance costs shall be paid by Spoklie as may be required from time to time to facilitate the reasonable use of the road for general motor vehicle travel. Prior to any work being done on the road on Tommerup's property the cost of maintenance, repairs or improvements shall be approved by Tommerup and Spoklie and if so approved work shall proceed on a schedule and in a manner agreed upon by the majority.

3. RELOCATION OF ROADWAY: Each of the parties reserve the right and privilege, at their sole cost and expense, to move and relocate the easement and right of way at any time if the location of the easement and right of way interferes with their quiet enjoyment of their property. If the road is relocated then the point that the substituted easement crosses the boundary and enters and exits the property of the property owner relocating the roadway shall be in the same location as the location that the original easement and right of way crossed the boundary and entered and exited said property. The roadway located on the substituted easement shall be built substantially equal in grade, width and condition as that provided by the easement and right of way as originally located and granted herein. The substituted easement shall be described by written instrument recorded in the office of the County Clerk and Recorder of Flathead County, Montana which instrument shall, upon recording, automatically abandon the location of the original easement to the extent it has been replaced by the substituted easement.

4. BINDING UPON SUCCESSORS: This agreement is for the benefit of and appurtenant to Tommerup's and Spoklie's tracts of land and shall run with said lands. The provisions and agreements herein shall bind and inure to the benefit of the parties to this agreement, their heirs, successors and assigns. If any of the properties of the parties are subdivided, the Grantees of any such parcels shall be bound by the terms of this agreement and shall share proportionately in the cost of maintaining and repairing the roadway in accordance with the terms of this agreement.

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

*Robert L. Spoklie*  
Robert L. Spoklie

*Clarence F. Tommerup*  
Clarence F. Tommerup  
Trustee of the Clarence  
F. Tommerup Revocable Trust  
A.K.A. Clarence Tommerup

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STATE OF MONTANA )  
 )ss.  
County of Flathead )

On this 11<sup>th</sup> day of January, 199<sup>9</sup><sub>3</sub>, before me, the undersigned, a Notary Public for the State of Montana, personally appeared CLARENCE F. TOMMERUP known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he subscribed the same.

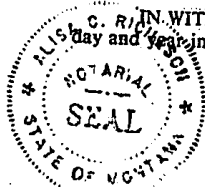


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.

Alisa C. Richeson  
Notary Public for the State of Montana  
Residing at Kalispell, Montana  
My commission expires 7/2/96

STATE OF MONTANA )  
 )ss.  
County of Flathead )

On this 11<sup>th</sup> day of January, 199<sup>9</sup><sub>3</sub>, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ROBERT L. SPOKLIE known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate last above written.

Alisa C. Richeson  
Notary Public for the State of Montana  
Residing at Kalispell, Montana  
My Commission Expires 7/2, 1996

STATE OF MONTANA )  
 )ss.  
County of Flathead )

Recorded at the request of R Spoklie, this 11 day of JAN 1994 at 9:34 o'clock A.M. and recorded in the records of Flathead County, State of Montana.

Fee \$18.00

Susan H. Haderfield  
Flathead County Clerk and Recorder  
Paul Robinson  
Deputy

RECEPTION NO. 9401108340  
RETURN TO:  
ROBERT L. SPOKLIE  
P.O. Box 1401  
Kalispell, Montana 59903-1401