

Return to: P. Mars Scott Law Offices
P.O. Box 5988
Missoula, Montana 59806
751-53986

EASEMENT AGREEMENT

This Easement Agreement is entered into this 21st day of July 2022, by and between **Fredric A. Melton, Damon F. Melton, Richard A. Melton, Gerald C. Melton, and Ronald S. Melton** (hereinafter "Grantors"), who together, jointly own property located at 1597 and 1529 Glacier Creek Rd., Condon, MT and **Lawrence H. Newman, Trustee of the Lawrence H. Newman Revocable Trust** (hereinafter "Newman") who owns the property located at 1448 Monrad Road, Condon, MT.

WHEREAS, the Grantors are an owner of the real property located in Missoula County, Montana, described as follows (which property is referred to in this agreement as the "Grantors' Property"):

PARCEL I

Lot Three (3) of Section Two (2) in Township Twenty (20) North of Range Seventeen (17) West of the Montana Principal Meridian. Excepting therefrom those certain parcels of land conveyed to Gordon A. Macdonald and Grace R. MacDonald in Book 196 page 507 and Book 205 page 580 in the Clerk and Recorders Office, Missoula County Montana.

Also excepting therefrom the following described parcel of land:

Beginning at the Northwest corner of Lot 3 of Section 2 in Township 20 North of Range 17 West of the Montana Principal Meridian; thence South along the West line of Said Lot 3 a distance of 660 feet; thence East 510 feet; thence North 660 feet to North line of said Lot 3; and thence along said North line, West 510 feet to the point of beginning.

PARCEL II

Beginning at the Southeast corner of Lot Four (4) of Section Two (2) in Township Twenty (20) North of Range Seventeen (17) West of the Montana Principal Meridian; thence North along the East line of said Lot 4 a distance of

660 feet; thence West 660 feet; thence South 660 feet to the South line of said Lot 4; and thence along said South line East 660 feet to the point of beginning.

PARCEL III

S02, T20 N, R17 W, ACRES 53.66, PT GOV LOT 3 SE1/4 NW1/4 NW1/4 GOV LOT 4 E1/2 SW1/4 NW1/4
and
S02, T20 N, R17 W, TRACT 1 PT NW1/4 NE1/4 NW1/4 GOVT LOT 3 & NE1/4 OF GOVT LOT 4

PARCEL IV

TRACT 1 OF CERTIFICATE OF SURVEY NO. 2731

A portion of a tract of land located in Government Lots Three (3) and Four (4) of Section Two (2), Township Twenty (20) North, Range Seventeen (17) West, P.M.M., as described in Missoula County's Micro Book 70, page 429, and being more particularly described as follows:

Beginning at the North ¼ corner of Section 2, Township 20 North, Range Seventeen West P.M.M.; thence along the 5th Standard Parallel North, South 59° 51' 16" West, 717.92 feet to the Southeast section corner of Section 35, Township 21 North, Range 17 West, P.M.M.; thence continuing along said Standard Parallel, North 89° 56' 58" West, 87.56 feet to the true point of beginning;
thence, continuing along said Standard Parallel, North 89° 56' 58" West, 1167.75 feet; thence, South 00° 11' 08" East, 651.55 feet; thence South 89° 54' 08" East, 1168.03 feet; thence North 00°12'34" West, 652.52 feet to the true point of beginning and containing 17.48 acres, more or less, further subject to all easements and rights-of-way shown or of record.

WHEREAS, Newman is the owner of the real property located in Missoula County, Montana, which is to the Southeast of the Grantors' Property, and which is described as follows (which property is referred to in this Agreement as the "Newman Property"):

Tracts 2, 3, 4, 5, 6, 7 and 8 of Certificate of Survey No. 539, located in the North one-half of Section 10, Township 20 North, range 17 West, P.M.M., Missoula County, Montana.

AND

Tract 1 of Certificate of Survey No. 539, located in the North one-half of Section 10, Township 20 North, range 17 West, P.M.M., Missoula County, Montana.

TOGETHER WITH Portion A of Certificate of Survey No. 6313, located in Southwest one-quarter of Section 3, Township 20 North, Range 17 West, P.M.M., Missoula County, Montana.

WHEREAS, Newman, and Newman's predecessors in title, have been openly and continuously utilizing a road across the Grantor's Property since 1914 for access to Newman Property without a written easement agreement.

WHEREAS, Newman wishes to obtain a written road access easement across the Grantors' Property, and the Grantors are willing to grant a written easement to Newman Property.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Easement Agreement, and other valuable consideration, the parties agree as follows:

Section 1. Grant of Easement. For value received, the Grantors hereby grant, transfer, and conveys to Newman, forever, a perpetual, nonexclusive easement, over and across the Grantors' Property, in the location described above, for the non-commercial purposes, and on the terms and conditions set forth in this Agreement.

Section 2. Purpose, Use, and Extent of Easement. This easement is for the purpose of using, maintaining, and repairing a private road for access to the Newman Property from Glacier Creek Road and Highway 83 by vehicles and pedestrians for all lawful purposes. This easement does not allow Newman, or any other owner of the property, to improve or enlarge the road without prior written consent from the Grantors.

Section 3. Description and Location of Easement. This easement is up to thirty feet wide and consists of the fifteen feet on each side of the centerline of the existing road used to access the Newman property which runs generally along the western portion of the Grantors' Property, in approximately the location shown on the map attached to this Easement Agreement as Exhibit A.

Section 4. Use of Easement Area by the Grantors. The Grantors reserve the right to use the area subject to this easement for purposes that will not unreasonably interfere with the rights granted to Newman by this Easement Agreement.

Section 5. Fences, gates, and locks. Without the written consent of all parties, none of the parties to this Easement Agreement may install any fences, cables, or gates across the easement which is provided for in this Easement Agreement.

Section 6. Easement to Run with Land. This easement is for the benefit of and is appurtenant to the Newman Property. This easement shall run with the title to the Newman Property and shall inure to the benefit of their successors and assigns.

Section 8. No Dedication. Nothing contained in this agreement will be considered a gift or dedication of any portion of the Grantors' Property to or for the benefit of the general public.

Section 9. Attorney's Fees and legal costs. If either party to this Easement Agreement institutes legal proceedings to enforce the terms of this Easement Agreement, the unsuccessful party to the proceedings will pay the reasonable attorney's fees and legal costs of the successful party, as they may be approved by the court having jurisdiction over the proceedings.

Section 10. Indemnity. Each party agrees to indemnify and hold harmless the other party, and their heirs, successors, and assigns, from and against any and all loss, damage, or liability arising out of the acts or omissions of the indemnifying party in relation to the easements granted herein or the performance of this Easement Agreement.

Section 11. No Third-Party Benefit. No party, or the party's successors or assigns, shall dedicate or otherwise transfer any easement created hereby to any state or local government entity or agency thereof, without the express written consent of the other party. No right created hereby is intended to benefit any person or entity not a party or an heir, successor, or assign of a party hereto.

Section 12. Recording. A copy of this Agreement shall be recorded in the office of the Missoula County Clerk and Recorder.

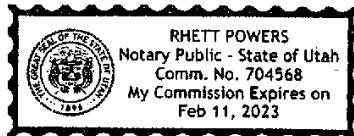
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first written above.

Mary L. Melton
Mary L. Melton, 605 E. Pages Lane, Centerville, UT. 84014
For Fredrick A. Melton,
Deceased, as his only surviving heir.

STATE OF UTAH)
 :SS.
County of Davis)

This instrument was acknowledged before me on this 9 date of August, 2022 by Mary. L. Melton., surviving heir of Fredrick A. Melton, deceased.

(SEAL)



[Signature]
Notary Public for the state of Utah

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first written above.

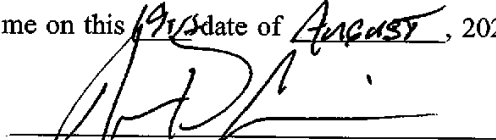


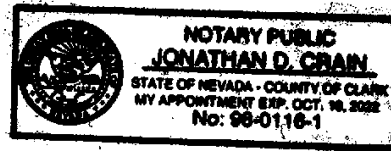
Damon F. Melton
Address: 7320 Bath Drive, Las Vegas, NV 89131

STATE OF NEVADA)
County of CLARK) :ss.

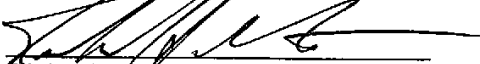
This instrument was acknowledged before me on this 19th date of August, 2022 by **Damon F. Melton**.

(SEAL)


Notary Public for the state of _____



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first written above.



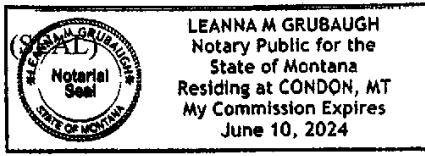
Richard A. Melton
Address: 1597 Glacier Creek Rd., Condon MT, 59826

STATE OF Montana)

:SS.

County of MISSOULA)

This instrument was acknowledged before me on this 21 date of July, 2022 by **Richard A. Melton**.



Leanna M Grubaug
Notary Public for the state of

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first written above.

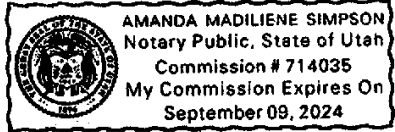
Billie Joe Melton
Billie Joe Melton, 28 Lucerne Dr., Herber City, UT. 84032.
for Gerald C. Melton, deceased,
As his only surviving heir.

Address:

STATE OF Utah)
) :SS.
County of Wasatch)

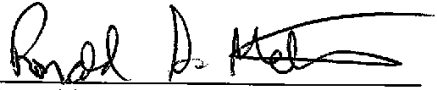
This instrument was acknowledged before me on this 18th date of August, 2022
by
Billie Joe Melton., surviving heir for Gerald C. Melton, deceased.

(SEAL)



Amanda Madilene Simpson
Notary Public for the state of Utah

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first written above.

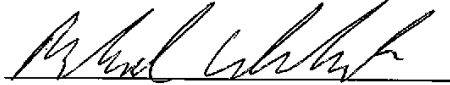


Ronald S. Melton
Address:7419 North Alberta St. Spokane, WA 99208

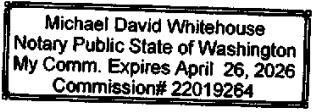
STATE OF Washington)
:SS.
County of Spokane)

This instrument was acknowledged before me on this 12 date of August, 2022
by **Ronald S. Melton**

(SEAL)



Notary Public for the state of washington



Lawrence H Newman

Lawrence H. Newman
Trustee of the Lawrence H. Newman Revocable Trust

STATE OF MONTANA)

: ss.

County of Missoula)

This instrument was acknowledged before me on this 23rd day of August, 2022
Lawrence H. Newman as Trustee of the Lawrence H. Newman Revocable Trust

(SEAL)

[Signature]

Notary Public for the state of Montana

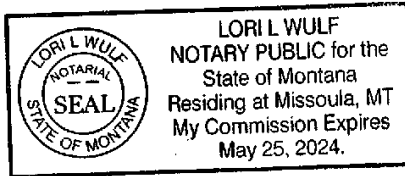


EXHIBIT A
MELTON-NEWMAN EASEMENT

