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Snyder Law Office, PC
P O Box 717
Bigfork, MT 59911

EASEMENT AGREEMENT - EAST ROAD

THIS EASEMENT is made by and between Gary L. Waters of 141 Eagle View Lane, Noxon, Montana 59853 as Grantor and Charlie Lawrence, Grantee, of 804 California Avenue, Libby, Montana 59923-1906.

RECITALS:

1. Waters owns the following property located in Sanders County, Montana, more particularly described as follows:

The NE 1/4 of the SE 1/4 of Section 17, Township 28 North, Range 33 West, P.M.M., Sanders County, Montana. COS No. 2479.

Lawrence owns the following property, adjacent to the Waters property and more particularly described as follows:

A tract of land in the Bull River Valley, in Sanders County, Montana, being the south part of the NE1/4 SE1/4 NE1/4 and all of the SE1/4 SE1/4 NE1/4, both of Section 17, Township 28 North, Range 33 West, P.M.M., Sanders County, Montana, designated "South Pond Tract" of Wilderness View Estates and also further described as the tract shown in Certificate of Survey No. 140, Sanders county records.

2. There is no present legal or practical access to the Lawrence property. The parties desire to enter into an easement agreement under the terms of this instrument.

NOW THEREFORE the parties agree to grant, receive and record an easement according to the terms and conditions of this instrument:

1. Easement Grant. Waters hereby grants unto Lawrence, and to Lawrence's heirs and assigns forever, a permanent, private, appurtenant easement, across and along

the eastern side of the Waters property. The easement corridor for the roadway shall not exceed twenty (20) feet in width. The easement location shall not be moved, expanded or relocated without the consent of Waters or his successor, with such amendment being recorded with the official Sanders County records.

2. Easement Location. The easement is located in the diagram attached and incorporated in Exhibit "A". The easement commences near the southeastern corner of the Waters property, thence continuing northerly until the eastern boundary midpoint of the Waters property, thence continuing westerly, thence continuing north/northwesterly until it reaches the Lawrence property near the Waters' northeast quarter.

3. Scope of Use. Lawrence may utilize the roadway for egress, ingress, buried utility lines for residential use, for periodic logging and for recreational purposes. A portion of the easement corridor is shared by others and may not be blocked or obstructed. In the event Lawrence transports anything which damages the road, Lawrence will be responsible for prompt repair and maintenance to repair the damage. Waters reserves the right to gate the road at any location upon the Waters property. If gated, the gate will be unlocked. If gated and locked, Lawrence will be provided a key. Parking of vehicles and/or equipment (except to allow another vehicle to pass) or placement of any property or material on the roadway or at the side of the roadway is prohibited. Log staging will be allowed only upon express consent by Waters or Waters' heirs and assigns.

Lawrence may not grant permanent or temporary rights of access to any other person or property. Lawrence's use of the easement is limited to the Lawrence property described above. Roadway use shall be limited to one single family dwelling. No commercial use is permitted.

4. Reserved Use. This is a nonexclusive easement and Waters expressly reserves the right to fully utilize his property for any purpose which does not unreasonably interfere with Lawrence's ingress and egress along the roadway. Waters additionally reserves the right to relocate the roadway at his discretion, convenience and at Waters' expense. Such relocation and construction may temporarily impact Lawrence's access or convenience of access, but it will not constitute a violation of this agreement. In the event of any such relocation, Waters guarantees that the roadway to the Lawrence property will be in equal or better condition than the current roadway. Upon such relocation, the easement corridor shall be amended from its former location to its new location. In the event that Lawrence is served by buried utility lines, Lawrence may not be compelled to relocate those lines at his expense. Waters additionally reserves the right to use the newly completed road to the Lawrence property for any purpose within or

on the Waters' property, provided that such use does not unreasonably interfere with Lawrence's access.

5. Road Construction and Maintenance. Lawrence agrees to pay for all costs of constructing the new roadway for the northerly portion of the easement. Lawrence will construct the road within this corridor at his own cost and expense. The newly constructed roadway will be within the designated easement corridor. Once constructed, the easement corridor will be ten (10) feet on each side of the center line of the completed road. Lawrence will be responsible for excavation, maintaining a proper width for the finished road surface, pit run and finished gravel for the completion of a reasonably acceptable road. Lawrence agrees to pay for all expenses necessary for the maintenance and repair of the new roadway through the Waters property. The parties acknowledge that a road maintenance association for the Waters property and for the Forest Service property does not exist and that road maintenance is sporadic and not organized.

6. Non-Guaranteed Access. The parties acknowledge that the easement across the Waters property is guaranteed to be accessed only across the Waters property, not up to it. All parties acknowledge that practical access is over a Forest Service roadway to the east of the Waters property and that such access is at the discretion of the United States Forest Service. In the event a road maintenance association is formed for the purpose of obtaining a special use permit for regular, legal access across the Forest Service roadway as well as for its maintenance, Lawrence hereby agrees that his property is deemed to be a member of such association. If such an association is formed and as such a member, the Lawrence property will be responsible for participating in the affairs of the association and contributing to its ongoing expenses for maintenance and repair of the Forest Service roadway in proportion to its other members.

7. Appurtenant. This easement agreement is appurtenant to the Waters and Lawrence properties and shall "run with the land" whether or not this easement is referred to in any subsequent instrument of record. This easement agreement shall not be modified except upon the mutual, written consent of each party, with such amendment being recorded with the Sanders County Clerk and Recorder. In the event of any dispute under this agreement resulting in litigation, the prevailing party shall be entitled to their costs of suit and a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties hereto have hereby set their hands this 12th day of October, 2007.

GRANTOR

GRANTEE

Gary L. Waters

Gary L. Waters

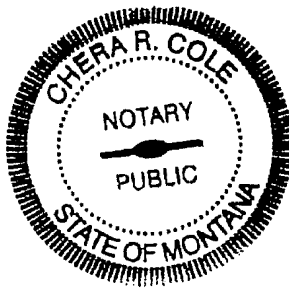
Charlie Lawrence
Charlie Lawrence
Charlie B. Lawrence

STATE OF MONTANA)

:ss.

County of LINCOLN)

This instrument was acknowledged before me on this 12TH day of
OCTOBER, 2007, by Gary L. Waters.

Chera R. Cole
Print Name CHERA R. COLE

Notary Public for the State of Montana

Residing at TRDY, MontanaMy commission expires: April 15, 2008

STATE OF MONTANA)

County of Lincoln)

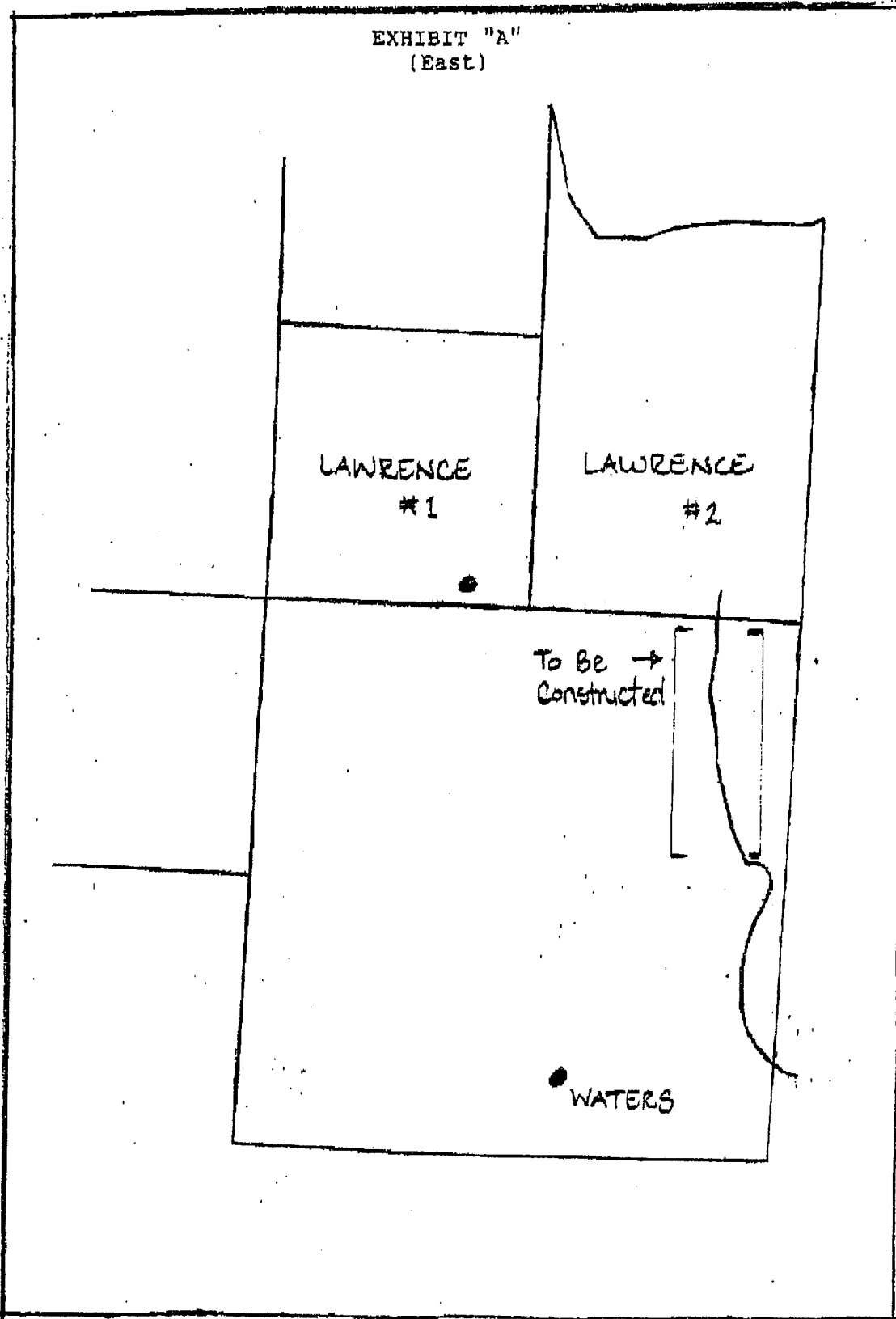
This instrument was acknowledged before me on this 19th day of
October, 2007, by Charlie Lawrence.

Cynthia Dofelnice
Print Name Cynthia Dofelnice

Notary Public for the State of Montana

Residing at Libby, MontanaMy commission expires 19 July 2009

F:\FILES\CLIENT\Waters, Gary (Lawrence easement)\Easement Agreement, East Road



272926 BOOK: 1 RECORDINGS PAGE: 60279 Pages: 5
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 RECORDED: 11/05/2007 3:07 KOI: EASEMENTS-R
 JENNINE ROBBINS CLERK AND RECORDER
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