

Property Profile



Address

20 Forest Rd S
Martinsdale MT
59053



Vested Owner(s): CBI Properties, LLC



Tax ID: 2868, 1973



Legal Description:

2 Parcels: See Vesting Deed

Attached:

Vesting Deed, Cadastrals, Survey,
Wastewater Permit, Easement

Thank You!

-Mark Pesa

Email:
shannon@gtliv.net

*Please note that this Property Profile is for information purposes only, additional covenants, conditions and restrictions may apply. Guardian Title holds no liability for the information contained herein.

After recording return to:

CBI PROPERTIES, LLC
100 Strozzi Lane
Gallatin Gateway, MT 59730
2022046

WARRANTY DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned, RICHARD K. GEORDGE, a/k/a RICK GEORDGE and JUDITH M. GEORDGE, a/k/a JUDY M. GEORDGE, of 20 S. Forest Rd., Martinsdale, Montana 59053, Grantor, hereby grants unto CBI PROPERTIES, LLC, of 100 Strozzi Lane, Gallatin Gateway, Montana 59730, real property described as follows:

Parcel 1:

A parcel of land located in the SWNW of Section 1, as shown on Certificate of Survey No. 78310; more particularly described as "Tract 1" in Decree of Distribution recorded Book 93, Pages 234-240, less any tracts subsequently conveyed to others by Grantor.
(Deed reference F52-922).

Parcel 2:

A parcel of land located in the SWSW of Section 1, known as Tract G, and more particularly described by metes and bounds in Statement of Ownership by Rights of Survivorship recorded at Book F44, Page 733, records of Meagher County, Montana.
(Deed reference: F45-808).

TOGETHER WITH all tenements, hereditaments and appurtenances thereunto belonging and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also, all the estate, right title and interest in said property (including mineral, gas, oil, geothermal, hydrocarbon and Water Right No. 40A-205286-00, except as aforesaid), possession, claim and demand, whatsoever, as well in law as in equity, of the said Grantor, of, in, or to the said premises and every part and parcel thereof.

TO HAVE AND TO HOLD unto the Grantee, and its successors and assigns, forever, SUBJECT TO THE FOLLOWING:

- i) 2022 and subsequent years' taxes;
- ii) Easements, or claims of easements, not shown by the public records; easements obvious by a visual inspection; and easements of record, including but not limited to:
 - a) County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including but not limited to any right of the Public and the County of Park to use and occupy those certain roads and trails.
 - b) Right of Way Easement, recorded on Film 41, Page 558, on September 5, 1995, at 4:35 p.m., record of Meagher County, Montana.
- iii) Any facts, rights, interest or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof;
- iv) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records;
- v) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records;
- vi) Any mineral rights previously reserved by predecessors in interest;
- vii) Any service, installation or connection charge for any and all utilities, including, but not limited to sewer, gas, water or electricity;

viii) Decree of Settlement Probate No. 1104, recorded In the District Court of the Fourteenth Judicial District of the State of Montana, in and for the County of Meagher, September 6, 1996; and recorded in Volume 93, Page 234, on September 7, 1966, record of Meagher County, Montana; and

ix) Certificate of Survey No. 78310, recorded as Document #78310, on March 9, 1978, at 1:55 p.m., record of Meagher County, Montana.

EXCEPT with reference to the items referred to in paragraphs (i) to (ix) inclusive, Grantor covenants with the Grantee that Grantor is now seized in fee simple of the property granted; that Grantee shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances; that the Grantor and all persons acquiring any interest in the same through or for them will, on demand, execute and deliver to the Grantee, at the expense of the Grantor, any further assurance of the same that may be reasonably required; and that the Grantor will warrant to the Grantee all the said property against every person lawfully claiming the same.

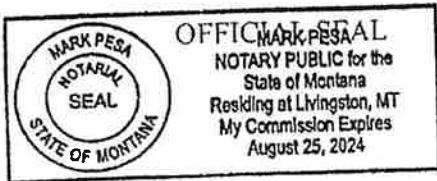
DATED this 31 day of ^{August}~~May~~, 2022.

Richard K. Geordge
RICHARD K. GEORDGE
a/k/a RICK GEORDGE

Judith M. Geordge
JUDITH M. GEORDGE
a/k/a JUDY M. GEORDGE

STATE OF MONTANA)
 : ss.
County of Meagher)

This instrument was acknowledged before me on ^{Aug}~~May~~ 31, 2022, by RICHARD K. GEORDGE, a/k/a RICK GEORDGE and JUDITH M. GEORDGE, a/k/a JUDY M. GEORDGE.



Mark Pesa
Mark Pesa
Aug 8/25/24

Tax Year: 2026

Scale: 1:2473.26 Basemap: Imagery Hybrid



Summary

Primary Information

Property Category: RP

Subcategory: Commercial Property

Geocode: 47-1801-01-2-01-08-0001

Assessment Code: 0000002868

Primary Owner:

CBI PROPERTIES LLC
20 FOREST RD S
MARTINSDALE, MT 59053-8726
Note: See Owners section for all owners

Property Address:

n/a
n/a

Certificate of Survey: n/a

Legal Description: RUX SUBD, S01, T09 N, R09 E, TRACT 1 IN THE SW4NW4, SEE BK93 PG234-240, ALSO SEE COS#78310; 2.186 AC IN CHECKERBOARD

Last Modified: 3/28/2026 19:54:44 PM

Tax Year: 2026

General Property Information

Neighborhood: 247.006	Property Type: Mobile/RV Parks
Living Units: 1	Levy District: 47-1569-80
Zoning: n/a	Ownership: 100
LinkedProperty: No linked properties exist for this property	
Exemptions: No exemptions exist for this property	
Condo Ownership: General: n/a	Limited: n/a

Property Factors

Topography: n/a	Fronting: n/a
Utilities: n/a	Parking Type: n/a
Access: n/a	Parking Quantity: n/a
Location: n/a	Parking Proximity: n/a

Land Summary

Land Type:	Acres:	Value:
Grazing	n/a	n/a
Fallow	n/a	n/a
Irrigated	n/a	n/a
Continuous Crop	n/a	n/a
Wild Hay	n/a	n/a
Farmsite	n/a	n/a
ROW	n/a	n/a
NonQual Land	n/a	n/a
Total Ag Land	n/a	n/a
Total Forest Land	n/a	n/a
Total Market Land	2.186	n/a

Deed Information

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
8/31/2022	n/a	n/a	8/31/2022	148733	Warranty Deed
9/20/2001	F52	922	N/A	n/a	n/a
4/1/1994	F38	995-7	N/A	n/a	n/a
6/1/1990	F33	829	N/A	n/a	n/a

Owners

Tax Year: 2026

Party #1

Default Information:	CBI PROPERTIES LLC 20 FOREST RD S MARTINSDALE, MT 59053-8726
Ownership %:	100
Primary Owner:	Yes
Interest Type:	Fee Simple
Last Modified:	11/27/2023 15:42:21 PM

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2025	53653	208220	261873	COST
2024	51149	206240	257389	COST
2023	51149	206240	257389	COST

Market Land

Market Land Item #1

Method: Acre	Type: Primary Site
Width: n/a	Depth: n/a
Square Feet: n/a	Acres: 2.186
Class Code: 2207	Value: n/a

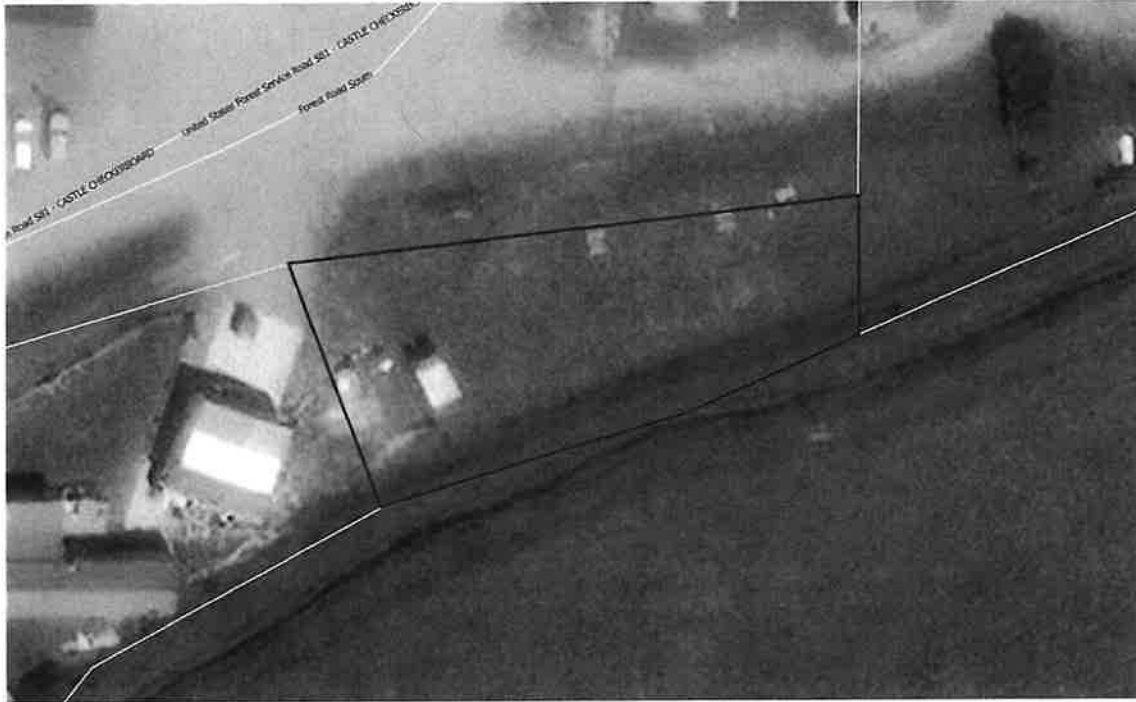
Dwellings

No dwellings exist for this parcel

Other Buildings

Tax Year: 2026

Scale: 1:475.20 Basemap: Imagery Hybrid



Summary

Primary Information

Property Category: RP	Subcategory: Residential Property
Geocode: 47-1801-01-2-01-02-0000	Assessment Code: 0000001973
Primary Owner: CBI PROPERTIES LLC 20 FOREST RD S MARTINSDALE, MT 59053-8726 Note: See Owners section for all owners	Property Address: n/a n/a
Certificate of Survey: n/a	Legal Description: RUX SUBD, S01, T09 N, R09 E, A M & B PARCEL IN SW4NW4 AKA TRACT G see DEED F45/808-9,CHECKERBOARD; .21 AC
Last Modified: 3/21/2026 21:21:5 PM	



Cadastral Property Report

Tax Year: 2026

General Property Information

Neighborhood: 247.006	Property Type: Vacant Land
Living Units: n/a	Levy District: 47-1569-80
Zoning: n/a	Ownership: 100
LinkedProperty: No linked properties exist for this property	
Exemptions: No exemptions exist for this property	
Condo Ownership: General: n/a	Limited: n/a

Property Factors

Topography: n/a	Fronting: n/a
Utilities: n/a	Parking Type: n/a
Access: n/a	Parking Quantity: n/a
Location: n/a	Parking Proximity: n/a

Land Summary

Land Type:	Acres:	Value:
Grazing	n/a	n/a
Fallow	n/a	n/a
Irrigated	n/a	n/a
Continuous Crop	n/a	n/a
Wild Hay	n/a	n/a
Farm site	n/a	n/a
ROW	n/a	n/a
NonQual Land	n/a	n/a
Total Ag Land	n/a	n/a
Total Forest Land	n/a	n/a
Total Market Land	0.21	n/a

Deed Information

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
8/31/2022	n/a	n/a	8/31/2022	148733	Warranty Deed
10/2/1997	F45	808-9	N/A	n/a	n/a
2/21/1997	F44	733-4	N/A	n/a	n/a

Owners

RIGHT-OF-WAY EASEMENT
(INDIVIDUAL)

FH- 558

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, (whether one or more, herein Grantor

Richard K and Judith M. George, also Margaret Rux

_____ (unmarried) (husband and wife) for a good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby grant unto Central Montana Communications Inc., a corporation (hereinafter called CMC) whose principal place of business is west of Havre, and mailing address is P.O. Box 751, Havre, Montana 59501, and to its successors or assigns, a right-of-way easement and the right to enter upon the lands of the undersigned, situated in the County of Meagher, State of Montana, and more particularly described as follows:

Located in the access road right of way Easterly of Tracts 1, 2, C and E also Lots 1, 2, 3, 4, 5, 6, 7 and 8 in the Village of Checkerboard, MT, in the E 1/2 of Section 2, T.9N., R.9E., P.M.M.

and to place, construct, reconstruct, operate and maintain on or under the above described lands and/or in, upon or under all streets, roads or highways abutting said lands, a telephone line or broad band system, and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as CMC may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, stubs and connection boxes; to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires, cables, stubs, terminals, and other facilities, including all equipment, installed on the above described premises at CMC's expense shall remain the property of CMC, removable at the option of CMC.

The undersigned further agree not to locate, build or construct buildings, structures or other permanent improvements over, on, or interfering with CMC's main distribution or toll communication cables without prior written approval of CMC.

The undersigned covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, The undersigned have hereunto set their hands and seals this 12 day of August, 1994.

Signed, sealed and delivered in presence of

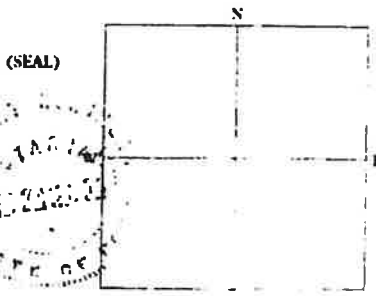
Margaret Rux

Richard K. George (L.S.)
Judith M. George (L.S.)

STATE OF Montana }
COUNTY OF Meagher } ss.

On this 12 day of August, 1994, before me, the undersigned, a Notary Public for the State of Montana personally appeared Richard K. George and Judith M. George known to me (or proved also Margaret Rux to me on oath of _____) to be the persons whose names are subscribed to the foregoing instrument and acknowledged, to me, each respectively, that they executed the same.

WITNESS, My hand and Notary Seal the day and year first above written.



C. Robert Fayard
Notary Public for the State of Montana
Residing at H-lens Montana
My Commission Expires Sept. 7, 1995

= 41-558

9-5-1995

F44-558

INDEXED

FILED

104255

STATE OF MONTANA
County of Meagher

I hereby certify that this document was filed for record in
the office on the 5 Sept 95 at 4:35 o'clock
PM and was duly recorded in Book 538-559

Fee \$ 12.00
Carol Anderson County Recorder

002-21

Septic Permit #

Meagher County Subsurface Wastewater Treatment System
 Meagher County Environmental Health Department
 P.O. Box 309, White Sulphur Springs, Montana 59645
 (406) 547-3612

Permit Application Form

Directions: Fill out the following Application form completely and submit, along with the Soil Profile and proposed Site Report to the Clerk & Recorder's Office. The appropriate Permit Application fee is due at that time.

Property Owner: RICHARD K GEORGE Agent Applicant: SAWF
 Mailing Address: 20 FOREST RD S. Mailing Address: _____
 City/State/Zip: MARKESDALE, MT 59053 City/State/Zip: _____
 Phone Number: 406 572 3373 Phone Number: _____

Purpose of Application (Mark All that apply)

- New Upgrade Replacement
 Previous Permit # _____ Failed? _____ Yes No
 Residential Shared Commercial
 Single Family Multiple User Public
 Industrial

If Replacement (check one):

Tank Only: _____ Drainfield Only: Extension: _____
 DUE TO POSSIBLE WELL CONTAMINATION
~~Replace System~~ FROM EXISTING SYSTEM

Other Information:

of Bedrooms: 2 Basement: Yes / No / Unfinished
 Estimated flow rate (Gal per day): 125

Legal Address of Property:

FRACT 1 — CHECKERBOARD 78310
 Lot # Block # Subdivision Name COS #
SW 1/4 NW 1/4 1 09N 09E 2
 1/4 Section Township Range # Acres

Name of Installer: RICHARD K GEORGE Phone #: 406 572 3373

Square Footage of Drainfield: 300 Gravel System: Gravel less chambered System: _____

This information is correct to the best of my knowledge. The permit does not obligate Meagher County Health Department to guarantee the performance of the system. The permit is issued based on minimum sizing requirements based on application information, previous permits issued for the property, if any, and on-site evaluation as set forth by the State of Montana and adopted by the Meagher County Health Department. Permittee shall provide 24 hour notice prior to any required inspection by the department. Permit will be invalid if the system is not installed within 12 months of issue date.

[Signature] _____ Date: 4/9/21
 Signature of Applicant

New System Fee (by Certified Installer): \$200.00 Date Fee Received: _____
 New System Fee (Owner Installed or by uncertified Installer): \$450.00 Fee Amount Paid: _____
 Replacement System Fee: \$100.00 Initials that fees were Received: _____
 New System Fee for lot in an approved Subdivision: \$100.00

002-21
 Septic Permit #

Meagher County Subsurface Wastewater Treatment System
 Meagher County Environmental Health Department
 P.O. Box 309, White Sulphur Springs, Montana 59645
 (406) 547-3612

SITE EVALUATION REPORT

Property Owner: Rebecca K GEORGE installer: same
 Site Address Location: 20 FOREST RD S Soil Evaluator: _____

Complete site evaluations are mandatory for new systems that require local review prior to permit issuance. This report must be completed by a licensed septic installer or a person officially recognized by the Department as knowledgeable in soils and geology.

Percolation test results and a soil profile description are normally not required for replacement of existing systems. However, the Department reserves the right to require site evaluation information for replacements on a case by case basis.

Percolation Test Results: _____ min/inch

This test must be done in accordance with Circular DEQ-4 in the area of the proposed drainfield. **Detailed percolation test data sheet must accompany application.**

Soil Profile Description: (To a depth of 8-10 feet)

This description should specify soil types, thickness of layers, texture, color, stoniness, plasticity and evidence of mottling, restrictive layers, bedrock or groundwater. Begin description at ground surface.

Soil Description	Depth (in inches)	Soil Description	Depth (in inches)
1.		4.	
2.		5.	
3.		6.	

Depth to Seasonal High Groundwater: _____ feet

How determined: _____ Date of Determination: _____

Marginal sites may require groundwater monitoring

Depth to Bedrock: 8-10 ft feet

How determined: Asst Excavation

Potential for Flooding: NONE

Other Information Provided: _____

STATEMENT OF ACCURACY:

I, Rebecca K GEORGE, have completed this report and hereby declare that the information herein provided is true, complete and correct to the best of my knowledge.

Signed: Rebecca K George Date: 4/9/21

License No.: 5 Title: OWNER INSTALLER



WELL

feet
meters

200

80

Go gle Earth



002-21

Document # 147640 Page: 4 of 7
Recorded at 10:00 AM on 6/14/2021 Fee: \$0.00
Penny J. Plachy Clerk & Recorder, MEAGHER COUNTY BY *[Signature]*

002-21
 Septic Permit #

Meagher County Subsurface Wastewater Treatment System
 Meagher County Environmental Health Department
 P.O. Box 309, White Sulphur Springs, Montana 59645
 (406) 547-3612
Installer's Report Form or "As Built"

Property Owner Name: RICHARD K GEORGE
 Property Address: 10 FOREST RD S MARTENSDALE

(Information needs to include: location, size, slope, and depth of building sewer, location of clear-outs, location of septic tank, drain field, and 100% replacement area, location of proposed wells, existing wells, cisterns, and water lines in the area of the proposed system and any lots adjacent to it, lot boundaries, location of water courses, irrigation ditches, lakes, impoundments, including the 100-year flood plain in the immediate area, percent slope of ground surface and direction of slope, location of soil profile holes and any percolation test holes, north point and scale in feet)

SEE GOOGLE EARTH CAPTURE.

CHECKLIST

- | | |
|---|---|
| <p>1. <u>Septic Tank</u></p> <p>a. Size: 1600 gallons</p> <p>b. Type: CEMENT</p> <p>c. Approved Effluent Filter YES</p> <p>d. Baffles DEVELOPED IN HALF</p> <p>e. Access Port w/1' of surface ✓</p> <p>2. <u>Administration</u></p> <p>a. New or Replacement</p> <p>b. Reason for Replacing -OLD SYSTEM CONT. TRANSPORTING WELL</p> <p>c. Street Address 10 FOREST RD S.</p> <p>d. Non-deg</p> | <p>3. <u>Drainfield</u></p> <p>a. Lineal Feet Installed 266</p> <p>b. Gravel / Gravelless</p> <p>c. If Gravel less, Chamber Width inches</p> <p>d. If Gravel, Trench Width 24 inches</p> <p>e. Inches Gravel under pipe 6" + inches</p> <p>f. Inches Gravel over pipe 2" + inches</p> <p>g. Trench Depth 36" inches</p> <p>h. Percent grade of land slope 0% %</p> <p>i. Distance from Water Source 300' + feet</p> <p>j. Groundwater Depth 50' 8'</p> <p>k. Bedrock Depth 8'</p> |
|---|---|

[Signature]
 INSTALLER'S SIGNATURE

5/13/21
 Date

8
 Certificate #

 HEALTH AUTHORITY SIGNATURE

 Date

APPROVED

002-21
Septic Permit #

Meagher County Subsurface Wastewater Treatment System
 Meagher County Environmental Health Department
 P.O. Box 309, White Sulphur Springs, Montana 59645
 (406) 547-3612

SEPTIC PERMIT

<u>George</u>	<u>Richard</u>	
Property Owner: Last Name or Company	First Name	Property Owner: Other Names
<u>Tract 1, Checkerboard COS #78310</u>		<u>Richard George</u>
Address of Property	City	Installer's Name

Is groundwater within 8' of ground surface? N Y
 Is Non-Deg. & Phos. Breakthrough analysis required: N Y
 % slope for absorption field: 0%
 Is bedrock within 8' of ground surface? N Y At 8ft
 If not why? Replacement

Categorically Exempt <input type="checkbox"/> # of Acres: _____ Depth to Bedrock _____ Distance to surface water _____ Back Ground Nitrate Result _____ Perc. Rate (min./inch) _____ Application Rate _____	Average K Value _____ Hydraulic Gradient (l) _____ Mixing Zone Length _____ Final Non Deg Result _____ Final Phosphorus Breaththrough _____ Confined Aquifer _____ (Attach Data used to determine)	Soil Profile:
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1600 gallons Tank Size Concrete Tank Type Gravel, gravity Drain Field Type 266ft of laterals Drain Field Size

Special Permit Conditions:

Signature of Health Authority Issuing Permit: *Collette Anderson* Date: 6/14/21

_____ X _____ 2021
 Date called for Insp. Final Inspection System Approved Year Installed

_____ _____
 CIRF Received CIRF received date

Comments about installed system:

Signature of Health Authority Approving Installed System: *Collette Anderson* Date: 6/14/21

PICTURES INCLUDED WITH
ORIGINAL SEPTIC PERMIT ON
FILE

EASEMENT AND PRIVATE ROAD MAINTENANCE AGREEMENT

THIS INDENTURE is made the 26th day of April 2022 by and between RICHARD K. GEORGE aka RICK GEORGE and JUDITH M. GEORGE aka JUDY M. GEORGE of 20 Forest Rd S, Martinsdale, Montana 59053 ("Transferors") and CRAIG A. PERKINS of 7 Forest Rd. S, Martinsdale, Montana 59053 ("Transferee").

WHEREAS, Transferee owns certain real property lying and being in Meagher County, Montana, more particularly described as set forth on Exhibit "A" (the Benefitted Land);

WHEREAS, Transferors own certain real property which adjoins the Benefitted Land lying and being in the Meagher County, Montana, more particularly described as set forth on Exhibit "B" (the Burdened Land); and

WHEREAS, Transferors are willing to grant an easement on the Burdened Land to Transferee as set forth herein for access and utility services, and the parties desire to state their agreement as to maintenance of the Road as set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. **Conveyance of Easement.** Transferors transfer, convey, and quitclaim unto Transferee a perpetual nonexclusive easement and right-of-way on, over and across the Burdened Land for the benefit of and providing service to the Benefitted Land:

- a. for ingress to and egress from Forest Road South; and
- b. for the installation, maintenance, repair, replacement, removal and relocation of underground storm sewer lines, sanitary sewer pipes, water and natural gas lines, cable television lines, electric power lines, telephone lines, fiber optic lines, data and communication lines, and other underground utility lines (each a "Utility Line" and, collectively, the "Utility Lines") together with any necessary regulating, valving, controlling, and metering equipment, and appurtenances and any associated control equipment.

TO HAVE AND TO HOLD unto Transferee, and the heirs, successors and assigns of Transferee, FOREVER, without warranty of any kind.

2. **Scope of Easement.** Subject to the restrictions and limitations set forth herein, Transferee, his invitees, licensees and permittees may use the easement for ingress to and egress from the Benefitted Land and installation, maintenance, replacement and removal of Utility Lines serving the Benefitted Land. Traffic shall be limited to the existing road (the "Road"), as generally depicted on Exhibit "C." The Road shall not exceed 15 feet in width nor alter the location of the center line of the existing roadway. Utility services shall be located within 3 feet of the center line of the Road (the "Easement Area").

3. **Transferee's Acceptance.** Transferee accepts the easement and the Road in their present condition. Transferee acknowledges that, except as provided

herein, Transferors have no obligation or duty to improve or maintain the easement or the Road.

4. **Easement to Run with Land.** The easement contained herein shall run with the land, and shall be binding upon and shall inure to the benefit of the parties to this agreement, their respective successors, or assigns.

5. **Acceptance by Transferee.** In accepting this easement, Transferee agrees to be bound by the terms and conditions of the easement as stated herein and further states that the easement conveyed by Transferors herein is the only easement which is appurtenant to the Benefitted Land and which traverses the Burdened Land.

6. **Road Maintenance.** The parties and their successors shall maintain and repair the Road in a manner consistent with safe vehicular use under usual traffic and weather conditions, to include snowplowing, grading, gravel placement, repair, or other improvements as necessary, until and unless the roadway is publicly maintained, upon the following terms and conditions:

- a. All maintenance and repair costs shall be mutually agreed upon and shared equally by the owners of the Burdened Land and the Benefitted Land ("Parcel Owners"), with each Parcel Owner paying one share per parcel owned. For example, as of the execution date of this Agreement, Transferors and Transferee are each obligated to pay one-half of all maintenance and repair costs.
- b. Neither Parcel Owner elects to perform maintenance, repair, or upgrades to the road without consensus agreement from the other Parcel Owner(s), the Parcel Owner performing the act shall be solely responsible for the cost and other liability.
- c. If either of the original parcels are subdivided, the resulting parcels created by the division shall be considered separate Parcels for all purposes under this Agreement.¹
- a. Repairs and improvements to the Road shall be performed or contracted for upon a majority vote of the Parcel Owners, with each Parcel Owner having one vote for each parcel owned. The amount of regular assessments for normal and continual maintenance, and method and timing of collections thereof shall be determined by a majority vote of the Parcel Owners provided assessments and collections shall not occur less frequently than once every twelve months commencing from the date of this Agreement.
- d. The Road may not be paved without unanimous agreement of the Parcel Owners.
- e. The Road shall not be moved or enlarged without unanimous agreement of the Parcel Owners.
- f. Unless otherwise agreed by all Parcel Owners, each and every year in January at a mutually agreeable time and date, there shall be a meeting of the Parcel Owners at the junction of Forest Road S. and the Road for the

purpose of determining repairs and maintenance of the Road until the next meeting. The extent of repairs and maintenance of the Road shall be determined by a majority of the Parcel Owners present. A Parcel Owner may cast a vote by proxy as long as the proxy is in written form and provided to the other Parcel Owners at the time of the vote.

- g. Any amounts mutually deemed necessary for repairs, maintenance, or operation of the Easement Road, together with such interest thereon and cost of collection thereof shall be assessed to each Parcel Owner. Each assessment, together with interest thereon and cost of collection thereof, shall be the obligation of the Parcel Owners when the assessment becomes payable as provided for herein. If unpaid, such charges shall be a lien against the property owned by the Parcel Owner whose payment is delinquent.
- h. If any Parcel Owner fails to pay its respective share as determined at the annual meeting, then any other Parcel Owner may sue to enforce this Agreement and obtain a judgment in an amount necessary to satisfy said Parcel Owner's respective share in addition to and together with actual costs and attorney's fees incurred in filing and prosecuting said suit and actual costs and attorney's fees incurred in the collection of said sums.
- i. Each Parcel Owner shall be responsible to promptly repair any damage caused to the Road of whatever kind or nature by such Parcel Owner, its guests, its invitees, and by any contractor, tradesman or utilities supplier utilizing the Road at that Parcel Owner's request. If that Parcel Owner fails to make such repairs, in a reasonable time, to the reasonable satisfaction of the remaining Parcel Owners, the remaining Parcel Owners (by majority vote) may make the repairs and charge the cost of such repairs to the responsible Parcel Owner. If unpaid, such charges shall be a lien against the property owned by the Parcel Owner who is responsible for the damages.
- j. This Agreement as to maintenance of the Road shall be deemed and is intended to run with the land and to be a restriction upon the Transferors' and Transferors' Tracts and shall be binding upon the Transferors and Transferee, and their heirs, personal representatives, successors and assigns until a city or county authority agrees to maintain the Road. It is the intent hereof that this instrument shall be recorded and that any subsequent transferee of the Burdened Land or Benefitted Land or any part thereof, by acceptance of delivery of a deed or conveyance of the said property shall be deemed to have consented to and become bound by these terms. The maintenance provisions of this Agreement may only be amended or terminated by a unanimous vote of the Parcel Owners.

7. **Utility Improvements & Maintenance.** All utility installation, maintenance and repair costs shall be the sole responsibility of the utility provider or the Parcel Owner or Owners served by the respective utility. All utility installation, maintenance and repairs shall be conducted in the least disruptive manner and location possible and shall not cause any surface disturbance or disruption to the Road. The Parcel Owner served by the respective

utility shall be responsible for restoring the Road and any disturbed area to its condition prior to installation, repair, or maintenance of any utility.

8. **Protection of Existing Residential Septic System.** Transferors shall insure that no encroachments shall be made on the easement area, including but not limited to the following: placement of water, power or utility lines in the easement area, including underground sprinkler systems; driving, parking or paving over the easement area; planning or construction of buildings, utility lines or improvements except as permitted by applicable laws or regulations; or using the drainfield area in any fashion which hinders, disrupts or interferes with the use or proper functioning of the residential septic system. Transferors shall at all times have the right to occupy the easement area; provided, that use of the easement area by Transferors does not in any fashion hinder, disrupt or interfere with the use, maintenance, access to or proper functioning of the residential septic system.

a. Transferee shall have right of ingress and egress as may from time to time be necessary to insure the proper functioning of the residential septic system. Ingress into the easement area by the Transferee for any purpose herein shall be allowed required for maintenance, repair or upgrade purposes. Transferee shall exercise its right under this section so as to minimize, as reasonably possible, interference with Transferors use of the property.

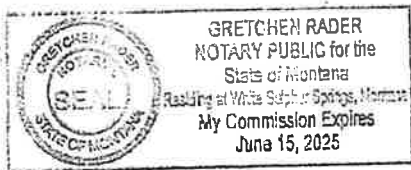
DATED the 26th day of April, 2022.

Richard K. George
Richard K. George aka Rick George

Judith M. George
Judith M. George aka Judy M. George

State of Montana)
County of)

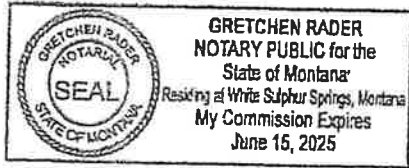
This instrument was acknowledged before me on the 26th day of April, 2022, by RICHARD K. GEORGE aka RICK GEORGE.



Gretchen Rader
(Signature of Notarial Officer)
(Affix Official Stamp To Left)

State of Montana)
County of Meagher)

This instrument was acknowledged before me on the 26th day of April, 2021, by JUDITH M. GEORGE aka JUDY M. GEORGE.



Gretchen Rader

(Signature of Notarial Officer)
(Affix Official Stamp To Left)

**Exhibit A
Benefitted Land**

Subdivision: RUX SUBD

Legal Description:

RUX SUBD, S01, T09 N, R09 E, A M & B PARCEL OF LAND IN THE SW4NW4 AKA
AS TRACT D & ADD TO TRACT D see DEED F47/387-8 CHECKERBOARD, .29 AC

**Exhibit B
Burdened Land**

Subdivision: RUX SUBD

Legal Description:

RUX SUBD, S01, T09 N, R09 E, TRACT 1 IN THE SW4NW4, SEE BK93 PG234-240,
ALSO SEE COS#78310: 2.186 AC IN CHECKERBOARD

South Road Easement #1

From GPS Coordinates 46° 34' 16.39" N, 110° 32' 43.3" W to 46° 34' 16.6" N, 110° 32'
40.44" W

North Road Easement #2

From GPS Coordinates 46° 34' 17.23" N, 110° 32' 42.1" W to 46° 34' 16.8" N, 110° 32'
40.8" W

Exhibit C
Depiction of Easement Locations

