

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. If either 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 hereto 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.

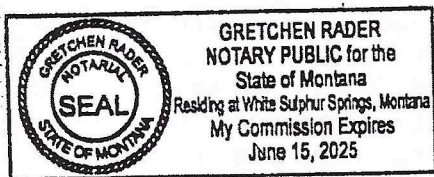
DATED the 26th day of April, 2022.

Richard K. George
Richard K. George aka Rick George

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

State of Montana)
County of)

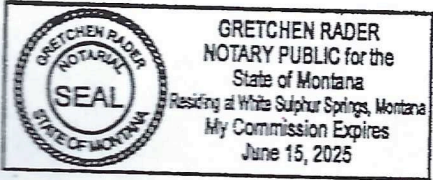
This instrument was acknowledged before me on the 26th day of April, 2022, by RICHARD K. GEORGE aka RICK GEORGE.



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 F47/387-6 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' 16.6N, 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'
40.3"W

Exhibit C
Depiction of Easement Locations

