

DECLARATION OF PEDESTRIAN PATH EASEMENT

THIS DECLARATION OF PEDESTRIAN PATH EASEMENT (“Declaration”) is made as of the ____ day of _____, 2010, by Leslie Adams, P.O. Box 503, Twin Bridges, MT 59754 (“Grantor”).

RECITALS

A. Grantor is the owner of the real property commonly known as the Children’s Center, located in Twin Bridges, and particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “Property”). The Property includes various lots (each referred to herein as a “Lot” and collectively as the “Lots”).

B. Grantor desires to grant a reciprocal private (but not public) easement over and across the Property for pedestrian access for the Lot Owners use and to provide recreational opportunity to enjoy the natural beauty of the area.

C. Grantor desires to provide for certain obligations regarding the easement.

NOW, THEREFORE, Grantor hereby grants and declares as follows:

1. Pedestrian Path Easement. Each owner of a Lot (“Owner”), its tenants, successors and assigns, shall have a perpetual non-exclusive easement for pedestrian ingress and egress, over and across those portions of each Lot as are designated as the easement area. This is not a public easement.
2. Easement Area. The easement area is described as follows: (or attached as Exhibit “B”).
3. Indemnification. Each Owner shall indemnify, hold harmless and defend the other, its agents, successors and assigns from and against an claim, liability, loss, damage or expense, including reasonable attorney’s fees, arising from or related to any injury to person or property of any third party and occurring as a result of the use of the easement granted herein to such Owner except if caused by the gross negligence or willful misconduct of any other Owner or its tenants, licensees, employees or contractors.
4. Construction and Improvement. Unless the parties agree in writing to share the cost of improvements to the easement area in advance of such improvements being made, improvements shall be solely for the account of the improver. Any Lot Owner shall be entitled to improve the easement area, including but not limited to extending and building up, with dirt and/or other suitable materials, the easement area.
5. Notices. Any notice to any Owner by another Owner shall be sufficiently given if in writing and delivered personally, by courier or private service delivery, or on the third business day after deposit in the mail for registered or certified mail, postage prepaid, return receipt

