

## DECLARATION OF ACCESS EASEMENT

THIS DECLARATION OF ACCESS 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 reciprocal easements over and across the Property for vehicular and pedestrian access, the installation and continued use of utility lines and pipes and structures.

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

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

1. Ingress and Egress Easement. Each owner of a Lot (“Owner”), its tenants, licensees, employees, contractors, successors and assigns, shall have a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress to and from their respective Lots, from and to a public way, over and across those portions of each Lot as are designated as the easement area.
2. Utility Easement. Each Owner, its tenants, licensees, employees, contractors, successors and assigns, shall have a perpetual non-exclusive easement for installing, constructing, connecting, maintaining, repairing and replacing public and private utility lines on, under, across and through easement area.
3. Easement Area. The easement area is described as follows, or attached as Exhibit “B”.
4. 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 exercise or use of the easements 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.
5. Construction and Improvement. Unless the parties agree in writing to share the cost of improvements to the road in advance of such improvements being made, improvements shall be solely for the account of the improver.

6. 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 requested, at the address of record for real property tax assessment notice with respect to the Owner's Lot.

7. Amendment; Termination; Merger. This Declaration may be amended or terminated only by a writing executed by the Owner of each of the Lots of record of such Lots. The ownership of one or more of the Lots by one person or entity shall not result in a merger of the easements and rights granted herein.

8. Binding Effect. The covenants and agreements contained herein shall run with the land and shall be binding upon and inure to the benefit of the owners of the Lots and their successors and assigns.

9. Assignment of Rights. All rights granted in this agreement shall not be further assignable by the parcel owners except as an appurtenance to and in conjunction with the sale or subdivision of their parcels.

10. Attorney's Fees. If any lawsuit is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

IN WITNESS WHEREOF, Grantor has executed this Declaration as of the day and year first above written.

**GRANTOR:**

\_\_\_\_\_  
Leslie Adams

STATE OF MONTANA     )  
  : ss.  
COUNTY OF MADISON    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Leslie Adams.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

(SEAL)