

**ITEM 123-1011-R0504 Agreement**

**DRAFT -4/20/04**

**EASEMENT AGREEMENT**

**THIS GRANT OF EASEMENT**, made the \_\_\_\_ day of \_\_\_\_\_, 2004, by **The University of Montana**, Missoula, Montana, hereinafter called the Grantor, and Norma Jean Hawbaker of 17217 E. Lakeshore, Bigfork, MT 59911-7270, hereafter called the Grantee.

**WITNESSETH**

**NOW THEREFORE**, Grantor, for and in consideration of \$10.00, receipt of which is hereby acknowledged, plus Grantor access to Grantee's property for research purposes, does hereby grant and convey unto the Grantee, her successors and assigns, a perpetual, non-exclusive easement upon, over and along an existing roadway described and identified below, together with the right to enter upon the described road easement to construct, maintain, and repair the road and to travel upon and use the same to serve one single family residence, over and across the land described as follows:

The private road easement shall consist of a Twenty (20) foot wide easement area on and within the Grantor's land located in the SE¼ of Section 4, T24N, R19W PMM, Lake County, Montana. The easement is shown and more particularly depicted on Exhibit "A" and attached hereto and incorporated herein by this reference.

This easement is granted subject to the following reservations by Grantor:

1. The right to relocate the road on which this use is authorized to the extent necessary and agreed upon in the Yellow Bay State Park Management Plan to accommodate the management needs of The University of Montana, Yellow Bay Biological Station and the Yellow Bay State Park, a park management by Montana Fish, Wildlife & Parks, an agency of the State of Montana.
2. The right to use the road for all purposes, in such a manner as will not interfere unreasonably with the Grantee's use of the road, deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilizations of Grantor's lands or resources, now or hereafter owned or controlled.

This grant of easement shall run with the land and shall be binding upon and inure to the benefit of the parties to this easement, their respective heirs, successors and assigns forever. Neither the Grantee, nor its successors and assigns, by this grant will acquire any interest in or to the land described above belonging to the Grantor save and except the right to use a road for access purposes.

By the granting of this road easement, Grantor does not assume any liability or responsibility for maintaining or improving the travel-way located over and across the road easement. Further, nothing contained herein gives the Grantee the right to require Grantor to maintain, improve or otherwise make the travel-way accessible.

This grant does not give any further rights to third parties or the public except the right to use the road for private access purposes only.

IN WITNESS WHEREOF, the Grantor and the Grantee execute and convey this road easement on the day and year first above written.

**The University of Montana**

**Norma Jean Hawbaker**

By \_\_\_\_\_

By \_\_\_\_\_

George M. Dennison, President

Norma Jean Hawbaker,

Grantee

STATE OF MONTANA )

ss.

County of Missoula )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by George M. Dennison, as President of The University of Montana.

\_\_\_\_\_  
Notary Public for the State of Montana

Print: \_\_\_\_\_

(Seal) Residing at

\_\_\_\_\_  
My Commission

expires: \_\_\_\_\_

STATE OF MONTANA )

ss.

County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by Norma Jean Hawbaker, as Grantee.

\_\_\_\_\_  
Notary Public for the State of Montana

Print: \_\_\_\_\_

(Seal) Residing at

\_\_\_\_\_  
My Commission

expires: \_\_\_\_\_