

RETURN TO: STOGSDILL LAW OFFICE, P.C.
505 West Main, Suite 313
Lewistown, Montana 59457
(406) 538-2623

**NON-EXCLUSIVE ROADWAY AND
UTILITY EASEMENT DEED AND AGREEMENT**

THIS EASEMENT DEED AND AGREEMENT is made and entered into this _____ day of _____, 2010, by and between:

MONTANA STATE UNIVERSITY SYSTEM, for the use and benefit of MONTANA STATE UNIVERSITY-NORTHERN, having its principal place of business at 300 West 11th Street, Havre, Montana 59501,

HEREINAFTER CALLED "TRACT 1 OWNER",

~ and ~

SASS LAND, LLC, of 10400 East 102nd Avenue, Henderson, Colorado 80640, and JOHN G. NIEBUR, of P.O. Box 641, Lewistown, Montana 59457,

HEREINAFTER CALLED "TRACT 2 OWNER".

DESCRIPTION OF PROPERTY SUBJECT TO THIS AGREEMENT:

1. TRACT 1 is described as follows:

Township Fifteen (15) North, Range Eighteen (18) East, Principal Meridian Montana, Section Twenty-one (21), that part of the Northeast Quarter of the Southwest Quarter (NE¹/₄SW¹/₄) bounded and described as:

Beginning at a point 13.3 feet S 0° 10' E of the accepted center quarter corner of Sec. 21; thence S 0° 10' E 186.7 feet; thence S 89° 50' W 262.5 feet to airport right-of-way; thence N 54° 26' E paralleling airport road right-of-way to point of beginning. Said tract to embrace 0.5625 acres more or less.

Township Fifteen (15) North, Range Eighteen (18) East, Montana Principal Meridian, Section Twenty-one (21), that part of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) bounded and described as follows:

Beginning at Corner 1 which is located 200 feet S 0° 10' E of the accepted center quarter corner of Sec. 21 (or the Northeast corner of the Southwest Quarter of Sec. 21), and bears N 84° 40' W 2654.5 feet from the quarter corner common to Sec. 21 and Sec. 22; thence S 0° 10' E 150 feet along wire fence to corner 2; thence S 89° 50' W 300 feet to corner 3; thence N 0° 10' W 123.35 feet to corner 4; thence N 54° 26' E 46.27 feet paralleling airport road right-of-way to corner 5; thence N 89° 50' E 262.5 feet to place of beginning. Said tract to embrace 1.0276 acres more or less.

All in Township 15 North, Range 18 East, M.P.M.

Beginning at a point which is located Three Hundred Fifty (350) feet South Zero Degrees Ten Minutes East (S.0°10'E.) of the accepted center quarter corner of Section Twenty-one (21) (this point being the Southeast corner of the Bureau of Land Management administrative site); thence South Zero Degrees Ten Minutes East (S.0°10'E.), Three Hundred (300) feet; thence south Eighty-nine Degrees Fifty Minutes West (S.89°50'W.), Three Hundred (300) feet; thence North Zero Degrees Ten Minutes West (N.0°10'W.), Three Hundred (300) feet (to the Southwest corner of the Bureau of Land Management administrative site); thence North Eighty-nine Degrees Fifty Minutes East (N.89°50'E.), Three Hundred (300) feet (along the south boundary of the Bureau of Land Management administrative site) to the point of beginning. Said tract to embrace 2.0661 acres, more or less; subject, however, to all reservations, conditions, exceptions, use, restrictions and servitudes impressed upon said property by and under the instrument of transfer recorded in Volume 150 of Deeds, page 383 of Deed records in the office of the Clerk and Recorder, Fergus County, Montana.

2. TRACT 2 is described as follows:

Lots 1A and 3 of the Amended Plat of Lots 1 and 3 of Little Casino Creek Subdivision, Phase II, according to the official recorded plat thereof, filed in the office of the Clerk and Recorder, Fergus County, Montana.

And

Lot 2 of Little Casino Creek Subdivision, Phase II, according to the official recorded plat thereof, filed in the office of the Clerk and Recorder, Fergus County, Montana.

WITNESSETH

WHEREAS: The parties to this Easement Deed and Agreement intend to grant and accept a non-exclusive easement upon and across TRACT 1 for the benefit of TRACT 2, as described herein, binding hereafter their successors in interest and assigns.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND MATTERS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. TRACT 1 OWNER does hereby grant to TRACT 2 OWNER, and their successors and assigns hereafter, an Easement and Right of Way, for ingress, egress and the provision of utilities from, and for the benefit of, lands owned by them, and particularly described as TRACT 2 above.
2. The Easement is depicted on the Amended Plat of Lots 1 and 3 of Little Casino Creek Subdivision, Phase II, and referred to as “access easement granted to Sass Land, LLC”.
3. TRACT 1 OWNER does hereby grant to TRACT 2 OWNER, and to its successors in interest and assigns hereafter, an Easement and Right of Way, for ingress, egress and the provision of utilities, for the benefit of TRACT 2. Said Easement lies on a triangular shaped tract of land located near the Northeast corner of TRACT 1 and more particularly described as:

The herein Point of Beginning being a point of intersection with the East line of the said NE¹/₄SW¹/₄ of Section 21 with the South Right-of-Way (R/W) line of Airport Road, from which the Center ¹/₄ corner of said Section 21 bears N.0°14'51"W., a distance of 13.15 feet. Thence, S.0°14'51"E. along the East line of the NE¹/₄SW¹/₄, a distance of 64.26 feet; thence, N.35°39'47"W., a distance of 52.37 feet to a point on the South R/W line of Airport Road;

thence, N.54°20'13"E. along the South R/W line of Airport Road, a distance of 37.24 feet to the Point of Beginning, containing 975 square feet, more or less.

The Easement is also described and depicted as "Access Easement Granted to Sass Land, LLC" on The Amended Plat of Lots 1 and 3 of Little Casino Creek Subdivision, Phase II, Fergus County, Montana, according to the official recorded plat thereof, filed in the office of the Clerk and Recorder, Fergus County, Montana.

The intent of the Easement is to provide TRACT 1 with a sixty foot (60') wide approach on Airport Road and a sixty foot (60') wide driveway from Airport Road to TRACT 1.

4. **RESERVING UNTO TRACT 1 OWNER**, and to its successors in interest and assigns, the full right of travel upon said roadway.
5. TRACT 1 OWNER and TRACT 2 OWNER, and their heirs, successors and assigns, will share costs of repair and improvement of the roadway, based upon their respective use of the roadway and/or the benefit being received.
6. Said Easement may be used for residential, agricultural, industrial and commercial purposes. The Easement will accommodate further subdivision of TRACT 2.
7. In the event that TRACT 2 OWNER, or their successors or assigns hereafter, cause any damage to the real property or personal property of TRACT 1 OWNER, they shall compensate TRACT 1 OWNER for all such losses and damages.
8. If any party hereto, or their successors and assigns hereafter, files litigation to protect, or to enforce, their rights and privileges hereunder, the prevailing party shall recover their reasonable legal costs and attorney's fees from the losing party. Any party may delay

enforcing their rights hereunder without losing them.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed hereto on the day and year first above written.

TRACT 2 OWNER

TRACT 1 OWNER

SASS LAND, LLC

MONTANA STATE UNIVERSITY SYSTEM,
for the use and benefit of MONTANA STATE
UNIVERSITY - NORTHERN

By: _____
MATTHEW S. SASS
Its Authorized Agent

By: _____
Its Authorized Agent

JOHN G. NIEBUR

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 2010, before me the undersigned, a Notary Public for the State of _____, personally appeared MATTHEW S. SASS, known to me to be the authorized agent for SASS LAND, LLC, the limited liability corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this Certificate first above written.

Print Name

(NOTARIAL SEAL)

Notary Public for the State of _____
Residing at _____
My commission expires:_____

STATE OF MONTANA)
 : ss
COUNTY OF FERGUS)

On this _____ day of _____, 2010, before me the undersigned, a Notary Public for the State of Montana, personally appeared JOHN G. NIEBUR, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this Certificate first above written.

Print Name

(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at Lewistown, Montana
My commission expires:_____

STATE OF MONTANA)
 : ss
COUNTY OF _____)

On this _____ day of _____, 2010, before me the undersigned, a Notary Public for the State of Montana, personally appeared _____, individually, and known to me to be the authorized agent for MONTANA UNIVERSITY SYSTEM, the entity that executed the within instrument, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this Certificate first above written.

(NOTARIAL SEAL)

Print Name

Notary Public for the State of Montana
Residing at _____, Montana
My commission expires: _____