

Return to:  
Grant Road LLC  
1430 Country Manor Boulevard, Suite 3  
Billings, MT 59102

## DECLARATION OF RECIPROCAL ACCESS AND UTILITY EASEMENTS

This Reciprocal Easement Declaration is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **GRANT ROAD LLC** and **MONTANA STATE UNIVERSITY SYSTEM**, hereinafter referred to as “Owners”.

WITNESSETH:

**WHEREAS**, GRANT ROAD LLC is the owner of Lots \_\_\_\_\_, Block 1, of the plat of \_\_\_\_\_ Subdivision, in the City of Billings, Yellowstone County, Montana; and,

**WHEREAS**, MONTANA STATE UNIVERSITY SYSTEM is the owner of Tract 1, Certificate of Survey No. 3340, in the City of Billings, Yellowstone County, Montana; and,

**WHEREAS**, the Owners desire to create certain reciprocal easements and covenants hereafter described, which said easements shall run with the land, and shall be binding upon the Owners, and shall be binding upon the shall inure for the benefit of all owners of said lots, their heirs and assigns, their heirs and assigns.

**NOW THEREFORE**, in consideration of the premises, the Owners do hereby declare the following easements over, on, and across the following described land:

A portion of Tract 1-B-1, of the Amended Tract 1-B, Certificate of Survey No. 2277, in the City of Billings, Yellowstone County, Montana as shown on the attached Exhibit “A”; and,

A portion of Tract 1, Certificate of Survey No. 3340, in the City of Billings, Yellowstone County, Montana as shown on the attached Exhibit “A”.

Said easements shall be for the benefit of each of said parcels, and the owners thereof, their heirs and assigns, and each of said parcels shall be servient to the easements hereby created, and said easements shall be deemed appurtenant to the parcels on which each easement exists, as follows:

1. A reciprocal access easement common to all of said parcels for a right-of-way for ingress and egress for access and parking of motor vehicles of all of the owners of said lots, their employees, invitees and licensees, over, on and across the described land, provided however, that the owners of said lots shall have the right to locate one or more buildings on each of said lots and layout and design driveways and parking lots for the benefit of said lots and may thereby limit and control access to the driveways and parking lots so designated, so long as the right of access and parking is not completely blocked.
2. An easement common to said lots for the construction, operation, maintenance, and replacement of underground utilities such as water, sanitary sewer, and storm drainage lines and appurtenances and dry utilities such as electrical power, natural gas, communication, cable TV and data lines and appurtenances.
3. The costs of installing and maintaining the surface improvements and utility lines and facilities installed within the foregoing easements shall be borne as follows:
  - A. All costs of constructing, maintaining, repairing, and replacing the underground utilities such as water, sanitary sewer, and storm drainage lines and appurtenances and dry utilities such as electrical power, natural gas, communication, cable TV, and data lines and appurtenances that serve only one of said lots, including surface restoration, shall be borne by the owners of the lot which the utility line is serving.
  - B. All costs of constructing, maintaining, repairing, and replacing the underground utilities such as water, sanitary sewer and storm drainage lines and appurtenances and dry utilities such as electrical power, natural gas, communication, cable TV, and data lines and appurtenances serving both lots shall be divided proportionally among the lots being served thereby and the owner of each lot shall be obligated to pay such proportionate share.
  - C. The initial costs of constructing the reciprocal access known as "Shiloh Commons Way" will be the responsibility of the Owner of

Tract 1-B-1 of the Amended Tract 1-B of Certificate of Survey No. 2277. The costs of maintaining, repairing and replacing the reciprocal access for ingress and egress and appurtenances shall be shared equally amongst Tract 1-B-1 of the Amended Tract 1-B of Certificate of Survey No. 2277 and Tract 1 of Certificate of Survey No. 3340.

4. The above easements for ingress and egress, and utilities shall inure for the benefit, reciprocally, of the parcels described, and shall be deemed to run with the land, and shall further inure for the benefit of the present and future owners of said parcels, and all of said future owners, their heirs and assigns, shall be subject to the aforesaid easements. Said easements shall and may be used in common by the owners of the parcels, their invitees, and licensees, without any segregation of said easements because same are located over and on any particular parcels, and all owners, invitees and licensees of all owners, shall have the right to ingress and egress, and parking on the lands designated regardless of whether or not such owner, his invitees or licensees, are using such easements on land owned by such owner, or on lands owned by any other owners.
5. Each grantee of easement rights for itself and its successor and assigns agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“OWNER”

GRANT ROAD LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MONTANA )

:ss

County of Yellowstone )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of GRANT ROAD LLC, which executed the foregoing instrument and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing in Billings, Montana  
My commission expires \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“OWNER”

MONTANA STATE UNIVERSITY  
SYSTEM

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MONTANA     )

:ss

County of Yellowstone     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of MONTANA STATE UNIVERSITY SYSTEM, which executed the foregoing instrument and acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public for the State of Montana  
Printed Name: \_\_\_\_\_  
Residing in Billings, Montana  
My commission expires \_\_\_\_\_

DRAFT

### EXHIBIT A

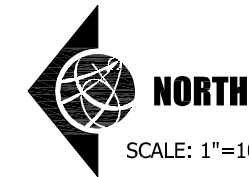
RECIPROCAL ACCESS & UTILITY EASEMENT WITHIN TRACT 1, C.O.S. 3340  
 & TRACT 1-B-1 OF AMENDED TRACT 1-B, C.O.S. 2277 AMENDED

PREPARED FOR : GRANT ROAD LLC

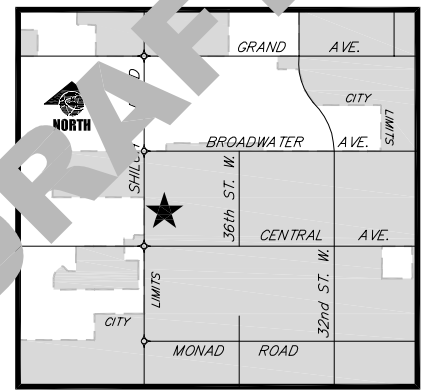
JANUARY, 2017

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



**RECIPROCAL  
 ACCESS & UTILITY  
 EASEMENT**  
 (WITHIN TRACT 1B1)  
 0.300 ac/13,052 sf



VICINITY MAP

