

Return To:

Thomas M. Power  
920 Evans Ave  
Missoula, MT 59801

**EASEMENT**

THIS EASEMENT AGREEMENT (“Easement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between The University of Montana (“Grantor”) who does hereby grant, convey and warrant unto Thomas A. Power and Pamela Shore, of 920 Evans Avenue, Missoula, MT 59801 (“Grantees”).

**RECITALS**

- A. WHEREAS, Grantor is the owner of that certain tract of land situated in Missoula County, Montana, more particularly described as follows (the “**Grantor Tract**”):

That parcel of land described at Book 853 (Micro), Page 105, on record in Missoula County, Montana

- B. WHEREAS, Grantees are the owners of that certain tract of land situated in Missoula County, Montana, more particularly described as follows (the “**Grantee Tract**”):

That parcel of land described at Book 668 (Micro), Page 1286, on record in Missoula County, Montana

- C. WHEREAS, the Grantor Tract contains approximately 45 lineal feet of the existing concrete driveway utilized as the primary ingress/egress to Grantee Tract from Evans Avenue.
- D. WHEREAS, the owners of Grantee Tract desire the continued exclusive use and maintenance of said concrete driveway for ingress/egress to Grantee Tract.
- E. WHEREAS, Grantor Tract contains a portion of land lying west of the existing concrete driveway containing landscaping and vegetation installed and maintained by owners of Grantee Tract.
- F. WHEREAS, the owners of Grantee Tract desire the continued exclusive use and maintenance of said portion of land lying west of the existing concrete driveway within Grantor Tract.
- G. WHEREAS, the owners of Grantee Tract desire the continued enjoyment and maintenance of a fenced enclosure along the perimeter of Easement for the purpose of a privacy buffer from the existing public use trail lying to the south.

- H. WHEREAS, the owner of Grantor Tract desires to maintain oversight of vegetation and landscaping on that portion of land lying east of the existing concrete driveway within Grantor Tract.
- I. WHEREAS, Grantor agrees to grant an easement in favor of Grantees for ingress/egress and exclusive use over a portion of the Grantor Tract, on the terms and conditions set forth below.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantees do hereby agree as follows:

1. Recitals. The parties agree that the foregoing recitals are true and correct, and are hereby incorporated into this Easement.
2. Grant of Easement. Grantor hereby grants unto Grantee a permanent easement, encompassing 2,625 sq. ft. of the Grantor Tract for the purposes described herein and as more particularly described in the attached Exhibit A.
3. Purpose. This Easement is granted solely (1) for the purpose of ingress/egress via the existing concrete driveway and ; (2) and exclusive use of the lands encompassed by Easement.
4. Location. The location of the Easement is outlined in **Exhibit A**.
5. Improvements and Maintenance. Grantee may maintain and/or improve the existing concrete driveway in its current position. Grantee may maintain landscaping and vegetation on that portion of land lying west of the existing concrete driveway. Vegetation and maintenance of that portion of land lying east of the existing concrete driveway shall be a coordinated effort between Grantor and Grantees.
6. Enforcement and Governing Law. This Easement shall be interpreted, construed, and enforced according to the laws of the State of Montana. Additionally, if any party hereto brings a civil action to enforce the provisions of this Easement, then the prevailing party shall be entitled to reasonable attorney fees and costs.
7. Binding Effect. The rights and obligations within this Easement shall inure to the benefit of and be binding upon the successors and assigns of each party who have or acquire an interest in or to any real property described herein.
8. Appurtenant Nature of Easement. This Easement is and shall be deemed for the benefit of and appurtenant to the Grantee Tract and, in accordance with Mont. Cond Ann. § 70-20-308, shall pass with and be included in any transfers, conveyances, partitions, subdivisions, or encumbrances of the Grantee Tract, whether or not the easement is mentioned or included in any such deed, conveyance or encumbrance.
9. Entire Agreement. This Easement contains the entire agreement of the parties, and no prior written or oral representations, inducements, agreements, promises or undertakings which alter, modify, add to or supplement the terms and conditions of this Easement shall have any force or effect. No modification of or amendment to the terms of this Easement shall be deemed effective

unless the same shall be in writing and executed by the party to be bound by such modification or amendment.

10. Authority to Execute. Grantor and Grantees warrant and covenant that they are the owners of the properties affected by this Easement and have full right and authority to grant and receive the easement described herein.

IN WITNESS WHEREOF, the parties have executed this Easement effective as of the day and year first written above.

GRANTOR:

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was signed or acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_, (owner of record).

\_\_\_\_\_  
Notary Signature

GRANTEES:

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was signed or acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_, (owner of record).

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was signed or acknowledged before me on \_\_\_\_\_, 2020, by  
\_\_\_\_\_,(owner of record).

\_\_\_\_\_  
Notary Signature

DRAFT