

11/2/80

SAFECO



TITLE INSURANCE

ROADWAY, UTILITY, SANITATION AND WATER EASEMENT AGREEMENT

THIS AGREEMENT is made this 2nd day of December, 1984, between IVAN M. IJSEN and DARLENE E. IJSEN, P. O. Box 565, Whitefish, Montana 59917, and the U. S. SMALL BUSINESS ADMINISTRATION, an Agency of the United States, with offices in Helena, Montana, hereafter referred to as the SBA;

THAT WHEREAS the parties have an interest in Lots 1, 2 and 3 of the Amended Plat of a Portion of Houston Lakeshore Tracts, records of Flathead County, Montana; and

WHEREAS there is now an existing one-lane gravel roadway providing access to the Lots enumerated above in the approximate location shown on the Plat; and

WHEREAS there is located on Lot 1 a septic tank and drainfield for the benefit of Lot 3; and

WHEREAS water service for Lot 3 is provided through a pump and conveyance system servicing the homes on Lots 1 and 3, which system is owned and operated by Ijse; and

WHEREAS the parties desire to set forth their respective rights and obligations and to grant easements to each other.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. Ijse as the fee owner of Lot 1, and the SBA as fee owner of Lots 2 and 3, hereby grants, bargains, sells and conveys to the other, their heirs, successors and assigns, a permanent easement for roadway and utility purposes along the existing one-lane gravel roadway presently providing access to the said Lots 1, 2 and 3.

2. The costs of maintenance of the roadway shall be assessed one-third each to the owners of the three Lots.

3. Any additional utilities placed in the easement shall be underground. The costs of installation of utilities and replacing the road to its previous condition shall be borne by the party or parties using the utilities. Any utility installation shall be accomplished in such a manner that access to the Lots is not unduly interfered with.

4. It is contemplated that the width of this easement shall be approximately 20 feet. The parties agree that no improvements will be placed on any Lot which infringe on this unimpeded width.

5. The parties agree that the home presently located on Lot 3 may continue to utilize the septic tank and associated system located on Lot 1. Ijse hereby grants, bargains, sells and conveys to the SBA an easement for the maintenance, repair and use of said septic system. However, said easement shall be vacated and of no further force and effect at such time as the septic tank located on Lot 1 needs repair necessitating digging on Lot 1.

6. The parties acknowledge that water service to Lots 1 and 3 is provided by pumping water from Whitefish Lake through a conveyance system to each Lot. The parties agree they shall continue to utilize the system as in the past until August 28, 1985 at which time water service to Lot 3 will be permanently terminated and Lot 3 will be required to locate or develop a different water source and conveyance system. Should the present system require major repair before that date, the parties recognize each has a one-half interest in the system for major repair purposes only. Accordingly, should major repair be necessary, the SBA will pay according to a formula as follows:

