

Return To:
Performance Engineering
3412 Colton Boulevard
Suite 201 202
Billings, MT 59102

ACCESS EASEMENT
LOT 2 OF CLEARWATER ESTATES SUBDIVISION
YELLOWSTONE COUNTY, MONTANA

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this 4th day of September, 2024, the undersigned, Brown Development, LLC of 745 S. 56th Street West, Billings, MT 59106 the address of hereinafter called "Grantor", hereby grant and convey unto Tammy Jo Hardt and Bradley W. Hardt of 4620 Central Avenue, Billings, MT 59106, hereinafter called "Grantee", an access easement over, across, under and through real property as shown on the official plat of Clearwater Estates Subdivision on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. _____.

RECITALS

1. The Grantor is an owner of record of certain real property situated in Yellowstone County, Montana, more particularly described as Lot 2 of Clearwater Estates Subdivision, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County. With respect to the Access Easement created hereby, Lot 2 is considered the Burdened Property.
2. The Grantee is an owner of record of certain real property situated in Yellowstone County, Montana, more particularly described as Tract 3 of Certificate of Survey 3844, Yellowstone County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County. With respect to the Access Easement created hereby, Tract 3 is considered the Benefited Property.
3. The Grantor and Grantee agree to dissolve the Access Easement created under Document No. 4051601.

4. The Grantor hereby grants an Access Easement across Lot 2 of the Clearwater Estates Subdivision, as shown on the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. _____, for the purpose of providing access from Double Haul Lane to Tract 3 of Certificate of Survey No. 3844.

AGREEMENT

NOW THEREFORE, in consideration of the premises, the Grantor hereby declares the following easements over, on, and across the Burdened Property as follows:

1. **Grantor of Access and Utility Easement.** Grantor hereby declares and conveys to the Benefited Property their heirs, successors, assigns, and subtenants, forever, a perpetual non-exclusive access easement (the "Easement") over a thirty foot (30') wide portion of the Burdened Property as shown on the plat of Clearwater Estates Subdivision according to the official plat on file in the Office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. _____. The sidelines of the Easement shall be extended or shortened to intersect with the northern boundary of Tract 3 of Certificate of Survey No. 3844 and the right-of-way boundary of Double Haul Lane.
2. **Use and Nature of Easement.** Said easement shall be a non-exclusive easement for the benefit of the Benefited Property and the owners thereof, their heirs and assigns, and each of said tract shall be servient to the easements hereby created, and said easements shall be deemed appurtenant to the tract on which each easement exists, as follows:
 - 2.1. A non-exclusive access easement over, through and to said tracts for a right-of-way for ingress and egress by the owners of the Benefited Property.
 - 2.2. The Burdened Property has the right to amend the location of said easement to a future private roadway constructed by the Burdened Property. Ingress and egress to Central Avenue shall be maintained for the Benefited Property. Should a future public or private roadway be constructed, the access easement shall transfer to this roadway and thereby dissolve the original access easement location.
 - 2.3. In the event the Burdened Property dedicates public right-of-way across the Burdened Property connecting the Benefited Property to Central Avenue, said easement shall be dissolved.
 - 2.4. Said access easement can be expanded upon by future subdivision of the Benefited Property.

2.5. The Burdened Property shall reserve the right to construct, operate, maintain, repair, and replace utility lines within said easement. This shall run with said easement in the event it is relocated as described above. The right to construct utilities within said easement does not extend to the Benefited Property.

3. **Duties and Responsibilities of the Parties.** The costs of installing and maintaining roads and utilities installed within the foregoing easements shall be borne as follows:

3.1. All costs of constructing, maintaining, repairing, and replacing utility lines, including surface restoration associated with this work, shall be borne by the Burdened Property.

3.2. Initial cost for constructing an unpaved access road, as needed, shall be the responsibility of the Benefited Property. Additionally, the costs for maintaining, repairing, and replacing said road shall be borne by the Benefited Property.

3.3. In the event the Burdened Property amends the location of said easement, the cost for constructing the new roadway shall be borne by the Burdened Property. Additionally, the cost for maintaining, repairing, and replacing said roadway shall be borne by the Burdened Property.

“GRANTEE”

Tammy Jo Hardt

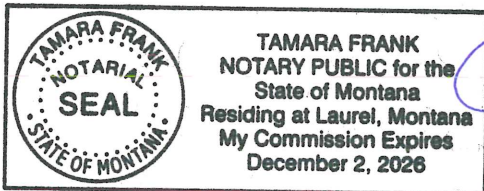
By: Tammy Jo Hardt

STATE OF MONTANA)

: ss

County of Yellowstone)

On this 4th day of September, 2021, before me, a Notary Public in and for the State of Montana, personally appeared Tammy Jo Hardt, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same.



Tamara Frank
Notary Public in and for the State of Montana
Printed Name: TAMARA FRANK
Residing at: Laurel MT
My commission expires: 12-02-2026

“GRANTEE”

Bradley W. Hardt

By: _____

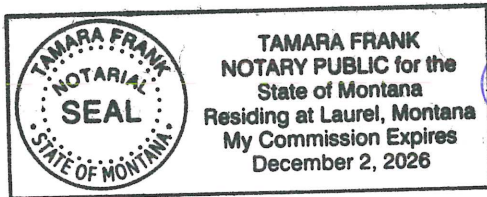
Bradley W. Hardt

STATE OF MONTANA)

: ss

County of)

On this 10 day of September, 2021, before me, a Notary Public in and for the State of Montana, personally appeared Bradley W. Hardt, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same.



Tamara Frank

Notary Public in and for the State of Montana

Printed Name: TAMARA FRANK

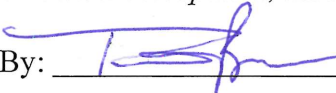
Residing at: Laurel MT

My commission expires: 12-02-2026

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

“GRANTOR”

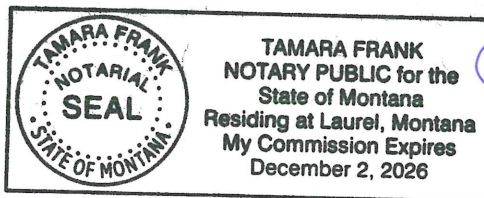
Brown Development, LLC


By: 

Its: OWNER

STATE OF MONTANA)
 : ss
County of)

On this 8th day of October, 2024, before me, a Notary Public in and for the State of Montana, personally appeared Todd Brown, known to me to be the Owner of Brown Development, LLC and acknowledged to me that they executed the foregoing instrument.




Notary Public in and for the State of Montana
Printed Name: TAMARA FRANK
Residing at: Laurel MT
My commission expires: 12-02-2026