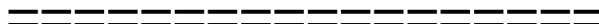


Application No. *****
Affecting a **-foot strip of land
through Sec. **, Twp. **, Rge. **,
***** County, Montana

EASEMENT NO. D-*****

EASEMENT GRANT



IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Know ye that the State of Montana (hereinafter referred to as "Grantor"), in consideration of ***** (\$****.**), now paid, grants to ***** (hereinafter referred to as "Grantee") an easement for a private access road to a single family residence and associated outbuildings upon and across State lands, as follows:

A **-foot strip of land, ** feet on each side of a centerline, through Section **, Township *****, Range *****, Principal Meridian Montana, ***** County, Montana, as shown and depicted on the Exhibit A attached hereto and made a part hereof and containing **. ** acres, more or less.

The grant of this easement is subject to the following conditions:

This easement is intended to provide Grantee access to private land, hereinafter referred to as the Dominant Tenement, described as *****, Certificate of Survey No. *****, located in Section **, Township *****, Range *****, ***** County, Montana, for the purpose of private, non-commercial access to one (1) single-family residence and associated outbuildings upon the tract in the dominant tenement. This easement does not provide access for the construction or operation of any restaurant, bar, hotel, motel, office space, storage space, shopping center, or any structure of public accommodation. No additional or expanded use is authorized pursuant to this easement.

(OPTIONAL CLAUSE IF DNRC HAS ACCESS RIGHTS ACROSS ADJOINING PRIVATELY OWNED LANDS THAT MAY BE CONVEYED AS PART OF THE SALE)

Together with a partial assignment of an easement along and across a road traversing a parcel of land owned by ***** as shown on the said attached Exhibit b, containing **. ** acres, and further described as follows:

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Subdivision</u>
***	***	**	*****

Said easement is dated ***** and recorded at Book ***, Page ***, records of ***** County, Montana. Grantor's partial assignment herein is limited to those rights, conditions and reservations contained in this easement deed to the Montana Department of Natural Resources and Conservation.

This easement may not be transferred or assigned by Grantee without being approved and recorded on the prescribed forms issued by the Department.

The Grantee shall comply with the Montana Antiquities Act, Title 22, Chapter 3, MCA. In particular, Section 22-3, Parts 4 and 8.

It is also agreed that the Grantee shall comply with such rules or regulations as may be hereafter imposed by the State Board of Land Commissioners to insure that the environment will be adequately protected and the public health and safety not be endangered.

The Grantee shall be responsible for controlling any noxious weeds introduced by Grantee's activity on State-owned land. The Grantee's methods of control must be reviewed by the Grantor's Area Field Office that has jurisdiction for that locale.

The Grantee shall comply with the Montana County Noxious Weed Management Act, Section 7-22-2101 MCA et. seq., as follows:

The Grantee shall notify the local weed board that is responsible for that geographical area that the project is located in. If the Grantee disturbs vegetation for any reason, Grantee shall be required to revegetate the disturbed area. The Grantee shall submit to the local weed board a written plan specifying the methods to be used to accomplish revegetation. The plan must describe the time and method of seeding; fertilization, recommended plant species, use of weed-free seed, and the weed management procedures to be used. This plan is subject to approval by the local weed board, and therefore must be signed by the chairman of the board. Upon termination of this easement, Grantee shall reclaim the entire area in accordance with this paragraph.

Provided, however, that the easement granted herein is not exclusive and Grantee shall not interfere with the Grantor and its successors, assigns, lessees or other parties authorized to use State lands, in their right, at all times to go upon, cross and re-cross the land covered by said easement and any road thereon, at any point, for any and all purposes in a manner that will not unreasonably interfere with the rights granted to the Grantee.

Provided, further, Grantor reserves for itself, its permittees, contractors and assignees the right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantors lands or resources now or hereafter owned or controlled and subject to such traffic control, regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted to Grantee: Provided, that all use by the public for the purposes of access to Grantors lands shall be controlled by Grantor.

Provided, further, Grantor reserves the right alone to extend rights and privileges for the use of the premises to other users, including members of the public, except users of land or resources owned or controlled by the Grantee or its successors; provided that such additional use shall be controlled by the Grantor so as to not unreasonably interfere with the use of the road by Grantee or to cause Grantee to bear a share of the cost of maintenance greater than the Grantee's use bears to all use of the road.

Provided further, the Grantor reserves the right to relocate the existing road described herein to the extent necessary to accommodate the needs of the Grantor and in consideration of the Grantee's rights contained herein. It is agreed that the centerline of this Easement shall shift to follow the centerline of the relocated road and shall be accepted as the true centerline of the easement granted. The Grantor will provide Grantee with a corrected easement.

Provided, further, Grantee agrees to participate in the creation of and become a member of a Road User's Association when additional easements are granted by Grantor upon and across the above-described

road and such an Association becomes required by Grantor. In this event Grantee shall be required to assign this easement to said Road User's Association. Failure to comply with this stipulation shall be considered a material breach of the terms and conditions of this easement and shall be cause for termination.

Provided, further, if the easement is assigned in part or there is more than one assignee or the grantee proposes to subdivide and create a tract or tracts of record from property served by this easement, a Road User's Association must be established, the assignment of the easement to the Road Users Association must be amended to include the new tract(s), and a road maintenance plan must be developed by the grantee and submitted for review and approval by the Grantor prior to approval of the assignment by the Grantor. If the grantee, or a member of the grantee which is a road user's association proposes to subdivide and create a tract or tracts of record that also requires subdivision approval by a local governing body, the Grantee shall provide notice to the Grantor no less than thirty (30) days prior to submittal of the subdivision proposal to the local governing body for consideration. Grantor will not approve an assignment until such time as the local governing body has granted final plat approval. The foregoing notwithstanding, the Grantor's approval of the assignment of this easement shall not be withheld so long as the Grantee is in compliance with the terms and conditions of this Easement.

Failure to fully comply with any portion of this section shall be considered a material breach of the conditions of this easement and is cause for termination as provided below. All assignees shall be subject to the terms and conditions of this easement.

A conveyance fee of one percent (1%) of the sales price, or one percent (1%) of the fair market value, as determined by the Grantor, shall be paid when: (1) the Grantee, a member of a Grantee road association or successor in interest sells anything less than its entire interest in the existing tract or tracts of record described above as the dominant tenement benefited by the easement; or, (2) the Grantee, a member of a Grantee road association, or a successor in interest creates a new tract or tracts from an existing tract of record described above as the dominant tenement.

Once a tract of record has been created, included in the road users association, and a conveyance fee paid, future conveyance fees will not be required unless the tract of record is further subdivided.

The conveyance fee must be paid at the time of the closing of the sale of an existing tract of record that is part of the dominant tenement described above along with partial assignment of the easement rights; or by the creation of a new tract or tracts of record by subdivision of an existing tract or tracts of record. In the case of any action by Grantee that alters the legal description of and that increases the burden on those lands benefited by this easement, including but not limited to a subdivision, the payment of the conveyance fee shall occur prior to filing a final subdivision plat, certificate of survey or other document(s) that purport to or do alter the legal description of and increase the burden on the property benefited by this easement.

Provided, further, that Grantee shall provide maintenance to the road equal to Grantee's proportionate share of the use of the road as determined by Grantor.

Provided, that Grantor may terminate this easement for a material breach of any of the conditions or provisions of this deed. Before termination, the Board shall give Grantee written notice of intent to terminate and a reasonable period to cure the breach.

It is further provided that whenever said lands herein granted as an easement shall cease to be used for such purpose, the easement shall terminate upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Director, Department of Natural Resources and Conservation, and the Great Seal of the State,

and the Seal of the State Board of Land Commissioners to be hereunto
affixed this _____ day of _____, A.D. 20__.

.....
Governor of the State of Montana

ATTEST:

.....
Secretary of State

Countersigned by:

.....
Director, Department of Natural
Resources and Conservation

Accepted and Approved:

.....
Grantee

.....
Printed Name

.....
Grantee

.....
Printed Name

DRAFT - NOT FINAL