

E A S E M E N T

THIS INDENTURE, made this 26th day of September, 1963, by and between MARGARET LINEHAM, of Eugene, Oregon, and ANTOINETTE CORCORAN, of Frenchtown, Montana, parties of the first part, and GEORGE C. BORCHERS and FLORENCE A. BORCHERS, husband and wife, of Frenchtown, Montana, parties of the second part,

W I T N E S S E T H:

WHEREAS, the parties of the first part are the owners of that portion of the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$), Section 35, and Northwest Quarter of Section 36, T. 15 N., R. 21 W., M.P.M., lying south of Mill Creek Lane, and the parties of the second part are the lessees of the South Half of the Northeast Quarter of said Section 36, and

WHEREAS, the parties of the first part desire to use the overflow water from certain stock watering tanks presently located upon the property of the parties of the second part, and the parties of the second part desire an easement and right-of-way across the said property of the parties of the first part for the purpose of driving and transporting stock across said property,

NOW, THEREFORE, it is hereby agreed by and between the parties:

In consideration of the agreement of the parties of the second part to furnish to the parties of the first part all surplus, waste, and overflow water from the said watering tanks, the parties of the first part hereby grant, warrant, and convey unto the parties of the second part a permanent easement and right-of-way for the sole purpose of driving and transporting livestock over and across the following described premises, to-wit:

Beginning at a point on Mill Creek Lane 460 feet Southwesterly of the West line of said Section 36; thence in a Southerly direction to a point 40 feet South and 40 feet West of the Southwest corner of the Northwest quarter of said Section 36; thence in an easterly direction to a point on the said West line of Section 36 40 feet south of the southwest corner of the Northwest Quarter of Section 36; thence North along the said West line of Section 36 to Mill Creek Lane; thence in a westerly direction to the point of beginning, Missoula County, Montana.

It is further agreed that the parties of the second part shall have the right to fence the South and Westerly boundary line of said right-of-way and shall have the right at all future times to enter upon the said premises to repair and maintain the said fence or fences, and that the parties of the first part may use the said property for any purpose not inconsistent with said right-of-way and easement, and said right-of-way and easement shall be appurtenant to the above-described property of the parties of the second part, and it is understood that said right-of-way granted herein shall not cover any presently-existing cultivated crop land.

That in addition thereto, the parties of the second part shall have the right at all times to come upon and across the said property of the parties of the first part with any machinery and equipment necessary for maintenance and repair of the said water tanks or fences upon any road or roadway upon said property.

It is further understood that upon the failure of the parties of the second part to furnish the said overflow waters to the parties of the first part that this agreement shall be of no further force and effect and the rights of the parties of the second part granted hereunder shall cease and any improvements made by the parties of the second part upon the said property of the parties of the first part shall become and remain the property of the parties of the first part,

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That this agreement shall be binding upon the heirs,
administrators, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals the day and year first-above written.

Margaret Linehan
Antoinette Corcoran
Parties of the First Part

George Borchers
Florence A Borchers
Parties of the Second Part

=====

STATE OF OREGON,)
COUNTY OF LANE) ss.

On this 5th day of November, 1963,

before me the undersigned, a Notary Public for the State of
Oregon, residing at Eugene, Oregon, personally appeared
MARGARET LINEHAN, known to me to be the person whose name
is subscribed to the within instrument, and acknowledged
to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official seal the day and year first-above
written.



[Signature]
Notary Public for the State of
Oregon. Residing at Eugene,
Oregon. My Commission expires:
June 11, 1966

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STATE OF MONTANA,)
COUNTY OF MISSOULA) ss.

On this 12th day of December, 1963,

before me the undersigned, a Notary Public for the State of Montana, residing at Missoula, Montana, personally appeared ANTOINETTE CORCORAN, GEORGE C. BORCHERS and FLORENCE A. BORCHERS, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
Notary Public for the State of Montana. Residing at Missoula, Montana. My Commission expires: November 1, 1964.

216282

I received and filed this instrument for record on the 13 day of January, 1964 at 3:10 o'clock P. M. and it is recorded in vol. 232 of Deed Records of the County of Missoula, State of Montana, on page 378.
Witness my hand:
MARTIN S. BEHNER, County Recorder
By: *[Signature]* Deputy
Fee \$ 8.00 Paid
Return to George Borchers
Address Frankton - Montana