

## ROAD USE AGREEMENT

6th THIS ROAD USE AGREEMENT IS Made and entered into this day of ~~January~~, 1992, by and between

*March*  
NOBUKO ARCHER  
Staten Island, New York,

Hereinafter, "First Party";

LEONARD HENRY JAMES WILKINSON and  
EDITH EDNA WILKINSON  
Santa Ana, California,

Hereinafter, "Second Party"; and

BRETT T. McCRUMB and  
PAMELA L. McCRUMB  
Polson, Montana 59860,

Hereinafter, "Third Party".

## WITNESSETH:

WHEREAS, First Party is the Owner of the following described real property situate in Lake County, Montana, viz:

Lot A of the Amended Plat of Lots 11 and 12 of CLIFFORD BEACH ORCHARD HOMES, A platted subdivision of Lake County, Montana, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Lake County, Montana.

WHEREAS, Second Party is the Owner of the following described real property situate in Lake County, Montana, viz:

Lot B of the Amended Plat of Lots 11 and 12 of CLIFFORD BEACH ORCHARD HOMES, A platted subdivision of Lake County, Montana, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Lake County, Montana.

WHEREAS, Third Party is the Owner of the following described real property situate in Lake County, Montana, viz:

TRACT 17 OF CLIFFORD BEACH ORCHARD HOMES, a subdivision of Lake County, Montana, according to the official map or plat thereof on file and of record in the office of the Clerk and Recorder of Lake County, Montana.

WHEREAS, there are residences and improvements located upon the property of Second and Third Parties as described above and the property of First Party is presently vacant.

AND WHEREAS, there is a certain existing roadway located on the above described property of First Party, Second Party, and Third Party, which is appurtenant to and benefits said properties and that the said parties wish to reduce to writing and clarify the existence of an agreement for maintenance and upkeep of said roadway;

NOW THEREFORE, For and in consideration of the mutual covenants herein contained, First Party, Second Party and Third Party do hereby agree as follows:

That Second and Third Parties shall pay such costs, as they shall, from time to time mutually agree upon, which are incurred in maintaining and plowing the subject road equally until such time as First Party constructs a residence on his property.

Upon completion of a residence on the property of First Party, the parties hereto agree that such costs and charges for maintenance, upkeep, or plowing of said roadway, as they shall mutually agree, shall be split into three (3) equal shares, which each Party hereto pays 1/3 of the said costs.

This agreement shall inure to and benefit and be obligatory upon the heirs, successors and assigns of the parties named herein and shall run with the land.

IN WITNESS WHEREOF, the parties hereto execute this agreement the day and date of their respective acknowledgments set forth below.

Nobuko Archer  
NOBUKO ARCHER

Leonard Henry James Wilkinson  
LEONARD HENRY JAMES WILKINSON

Edith Edna Wilkinson  
EDITH EDNA WILKINSON

Brett T. McCrumb  
BRETT T. MCCRUMB

Pamela L. McCrumb  
PAMELA L. MCCRUMB

STATE OF NEW YORK )  
COUNTY OF Richmond ) SS.

On this 16 day of March 1992, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared NOBUKO ARCHER, known to me to be the person described in and 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 Notarial Seal the day and date in this Certificate first above written.

Geraldine H. Mulrooney  
NOTARY PUBLIC FOR THE STATE OF NEW YORK  
Residing at 1666 Forest Ave. S.I. N.Y. 10310  
My commission expires 9-11-93

[Notary Seal]

GERALDINE H. MULROONEY  
NOTARY PUBLIC FOR THE STATE OF NEW YORK  
1666 Forest Ave. S.I. N.Y. 10310  
Qualified in Richmond County  
Commission Expires September 11, 1993

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS.

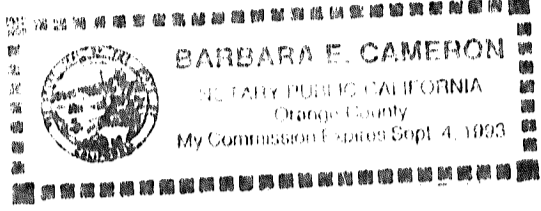
On this 18th day of January, 1992, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared LEONARD HENRY JAMES WILKINSON and EDITH EDNA

WILKINSON, known to me to be the persons described in and 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 Notarial Seal the day and date in this Certificate first above written.

*[Handwritten Signature]*

[Notary Seal] NOTARY PUBLIC FOR THE STATE OF CALIFORNIA  
Residing at 15 SUMMERSTONE, IRVINE, CA. 92714  
My commission expires September 4, 1993

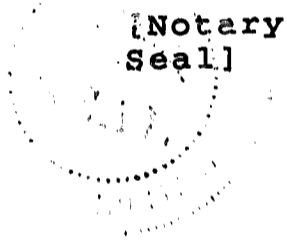


STATE OF MONTANA )  
                              : SS.  
COUNTY OF LAKE )

On this 30th day of January, 1992, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared **BRETT T. McCRUMB** and **PAMELA L. McCRUMB**, known to me to be the persons described in and 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 Notarial Seal the day and date in this Certificate first above written.

*[Handwritten Signature]*  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at Polson, Montana  
My commission expires 11-6-93



STATE OF MONTANA, COUNTY OF LAKE

2:46 o'clock P M MAR 13 '92  
**330693** RUTH E. HODGES  
18.00 *Paula A Holle*