

CONTRACT AND ENCROACHMENT AGREEMENT

This contract is made and entered into this ____ day of _____, 201__, by and between the COUNTY OF LEWIS & CLARK, MONTANA, a political subdivision of the State of Montana, organized and existing under the laws of the State of Montana, hereinafter referred to as "County", and CHERYL and MICHAEL YORK, owners in Lewis and Clark County, Montana, hereinafter referred to as "Owners".

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto hereby agree as follows:

1. County has jurisdiction over certain property in Lewis and Clark County, Montana, described as: A Public Access Easement, named West Loren Road, north of West Cabin Road, at the top of Diamond Springs Drive, and more specifically in Section 35, Township 12 North, Range 4 West and extending north for 1,100 feet for the purposes of this application, Lewis and Clark County, Helena, Montana.

2. Owners have an ownership interest in certain property in Lewis and Clark County, Montana, described as: Tract 9-A of Certificate of Survey Number 3101074, also known as 298 West Cabin Road, located in Lewis and Clark County, Montana, attached Exhibit A.

3. In order for Owners to more fully enjoy their property as described above, Owners have requested an encroachment permit from the County to allow Owners to maintain on the aforementioned County right of way the following-described personal property or appurtenance(s): Existing locked gate located across the public access easement, as shown on the attached Exhibit B.

4. By issuance of this encroachment agreement, the County agrees to allow Owners to maintain the personal property described in paragraph 3, above, on the Public Access Easement described in paragraph 1, above.

5. The parties hereto agree that Owners' personal property, the maintenance of which is hereby allowed, shall not be replaced without the express written consent of County. Further said property or appurtenances, the maintenance of which is hereby authorized, shall be operated and maintained pursuant to the direction of the County.

6. Owners agree they are gaining no rights to use of any County property by execution of this agreement.

7. The County may cancel this agreement by giving Owners sixty (60) days written notice of County's intent to cancel this contract. At the expiration of said sixty (60) days, Owners shall remove at their own expense, all of their personal property or appurtenances, the maintenance of which is hereby authorized, from within the county road easement as herein authorized.

8. Further, Owners agree to hold the County, its agents, officers and employees, harmless from any costs, liability, expense or damage, of any kind, in any way arising out of the location of Owners' personal property in the Public Access Easement as herein authorized.

9. Binding Effect: This agreement shall take effect upon execution by both the County and the Owners, and shall be binding on all parties and on all of their successors and assigns including all future owners of certain property described in paragraph 2 above.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

**FOR LEWIS AND CLARK COUNTY
BOARD OF COUNTY COMMISSIONERS**

BY

Andy Hunthausen, Chairman

(Seal)

Attest:

Paulette DeHart, Clerk of the Board

FOR CHERYL and MICHAEL YORK

BY

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STATE OF MONTANA

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) ss.

COUNTY OF LEWIS AND CLARK

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On this _____ day of _____, 201____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of Montana

Print:

Residing at _____, Montana

My Commission Expires