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## AMENDMENT TO EASEMENT AGREEMENT

**THIS AMENDMENT TO EASEMENT AGREEMENT** is made and entered into this \_\_\_\_\_ day of May, 2025 by and between **Bethany Lutheran Church, Inc.** (“Bethany”) of PO Box 398, Bigfork, MT 59911 and **Flathead County Public Library** of 247 1<sup>st</sup> Avenue East, Kalispell, MT 59901.

**WHEREAS**, Bethany and Flathead County Library Foundation, Inc. entered into that Easement Agreement dated December 18, 2018 and recorded with the Flathead County Clerk and Recorder as Document No. 201800030273, that provided, among other things, for a reciprocal easement for shared parking on real properties owned by Bethany and Flathead County Library Foundation, Inc. which properties are more fully described as follows:

Bethany Parcels:

Lots 21, 22, 23 and 24 of the J.H. Horn Tracts, according to the plat thereof and on record in the office of the county clerk and recorder of Flathead County, Montana, lying East of the State Highway No. 35 as now laid out and in use;

and

Lots 18A and 20A of the Amended Plat of a portion of Lots 18, 19 and 20 of J.H. Horn Tracts, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana; and

Flathead County Library Foundation, Inc. Parcel:

Lot 19A of the Amended Plat of a portion of Lots 18, 19 and 20 of J.H. Horn Tracts, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana; and

**WHEREAS**, Flathead County Library Foundation, Inc. conveyed its interest in the real property the subject of the Easement Agreement to ImagineIF Library Foundation pursuant to that Grant Deed recorded on February 23, 2023 as Document No. 202400003535; and

**WHEREAS**, ImagineIF Library Foundation conveyed its interest in the real property the subject of the Easement Agreement to Flathead County Public Library pursuant to that Warranty Deed recorded on July 1, 2024 as Document No. 202400010858; and

**WHEREAS**, Bethany and Flathead County Public Library, as successor to Flathead County Library Foundation, Inc., desire to amend said Easement Agreement with respect to the parties' relative financial responsibility for maintenance and repair costs of the shared access and shared parking and paving in the event the in tire parking area is paved at the same time and under the same contract; and

**WHEREAS**, the purpose of this Amendment to Easement Agreement is to memorialize the parties' agreement understanding in regard to the foregoing.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend and completely restate ¶¶ 9 and 10.C. of said Easement Agreement as follows:

9. FUTURE PAVING OF SHARED PARKING EASEMENT: Either party, at its sole cost and expense, has the right to pave the portion of the East Parking Lot located on and within its respective deeded property. In that event, the party choosing to pave its portion shall be solely responsible for the future upkeep and maintenance costs related to such paving. Should it come to pass that both parties have paved the portions of the East Parking Lot located on and within their respective deeded properties, then ¶10 below shall automatically apply and the parties together shall be responsible, on a proportionate basis, for all future upkeep and maintenance costs related to such paving.

Notwithstanding the foregoing, in the event the entire parking areas the subject of the parties reciprocal parking easement is paved at the same time and under the same contract, the costs of paving shall be shared with Bethany responsible for 80% of all costs and Flathead County Public Library (the "Library") responsible for 20% of all costs. Such cost sharing percentages for the cost of paving the parking lot take into account that a portion of the Library's parking lot is already concrete paved.

10.C. *Joint Responsibility for Shared Access Easement and Shared Reciprocal Parking Easement*. The parties will jointly share and pay all maintenance and repair costs of the shared access easement and the shared reciprocal parking easements with Bethany responsible for 73% of all costs and Flathead County Public Library responsible for 27% of all costs. These revised cost sharing percentages take into account the recent expansion of the Church's portion of the parking lot on the north side.

**Except as expressly amended and completely restated hereinabove, all of the terms and conditions of that Easement Agreement recorded in the office of the Flathead County Clerk and Recorder as Document No. 201800030273 shall remain in effect and shall be binding upon the parties, their respective successors and assigns.**

**IN WITNESS WHEREOF**, the undersigneds have executed this Amended to Easement Agreement the day and year first written above.

BETHANY LUTHERAN CHURCH, INC.

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

STATE OF MONTANA       )  
                                      :ss.  
County of Flathead       )

This instrument was acknowledged before me on the \_\_\_\_\_ day of May, 2025 by \_\_\_\_\_, as  
\_\_\_\_\_ of Bethany Lutheran Church, Inc.

\_\_\_\_\_  
Notary Public for the State of Montana

FLATHEAD COUNTY PUBLIC LIBRARY

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

STATE OF MONTANA       )  
                                      :ss.  
County of Flathead       )

This instrument was acknowledged before me on the \_\_\_\_\_ day of May, 2025 by \_\_\_\_\_, as  
\_\_\_\_\_ of Flathead County Public Library.

\_\_\_\_\_  
Notary Public for the State of Montana