

Utility easements

932571100

PACIFIC POWER

Return To: P.O.Box 250
Kalispell, MT 59903

RC Name Kalispell
RC 44570 WO 9978

RIGHT-OF-WAY EASEMENT
(Individual)

For value received the undersigned, (Grantor), (whether singular or plural), does hereby grant to PACIFICORP, a corporation, dba Pacific Power & Light Company, its successors and assigns, (Grantee), an easement and right-of-way, 10 feet in width, for an underground electric distribution line of one or more conductors and all necessary or desirable appurtenances (including but not limited to the right to install conduits, surface or subsurface mounted transformers, surface mounted connection boxes and meter cabinets) over, under, across and along the following described real property in Flathead County, State of Montana, to wit:

0854050
0979787
0880087

Tracts of land in the N $\frac{1}{4}$ of Section 32,
T.27N., R.19W., M.P.M.

Tracts 3, 3B, 3C, 3D, 4, 4B, 4C, 4D

Rec. #'s - 9204111310, 9204111320, 9204111330,
9204111340, 9204111350, 9204111360,
9204111370, 9204111380

The location and course of said easement and right-of-way are approximately as shown on the sketch attached as Exhibit (A) and by this reference made a part hereof.

Together with the right of ingress and egress over the adjacent lands of the Grantor in order to install, maintain, repair, replace, rebuild, operate and patrol the underground electric power lines and appurtenances, and to exercise all other rights herein granted.

Grantor shall have the right to use the lands subject to the above described easement and right-of-way for all purposes not inconsistent with the uses and purposes herein set forth; provided that Grantor shall not build or erect any structure upon said easement and right-of-way without the prior written consent of Grantee.

All rights hereunder shall cease if and when such line shall have been abandoned.

Form 2768 (Rev. 4/90)

P. 1 of 2

E

93257 11100

Dated this 3 day of August, 1993.

George W. Baker (SEAL) Rocky Mountain Habitat, Inc.
 George W. Baker - Owner
Monty M. Baker (SEAL) Linda R. Harmon (SEAL)
 Monty M. Baker - Owner Linda R. Harmon President



STATE OF Montana
 County of Flathead

On this 3rd day of August, 1993,
 personally appeared before me a notary public in and for said
 State, the within named George W. Baker
Monty M. Baker

to me known to be the identical person (S) described therein and
 who executed the foregoing instrument, and acknowledged to me that
they executed the same freely and voluntarily for the uses
 and purposes therein mentioned.

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

Linda R. Harmon
 Notary Public for Montana
 Residing at Kalispell
 My Commission expires: 7-19-96

PPL
 300 250
 KAL, MT

69903-0250

STATE OF MONTANA
 County of Flathead
 Recorded in the records of
 this 17 day of SEP 1993 at 1110 A.M.
 and returned to the records of Flathead County, State of Montana.
 Fee \$ 12 = Pd.
 REC'D BY Susan W. Hinkelstedt
 COUNTY CLERK
 93257 11100

P. 21062

Return To:
Pacific Power & Light
Estimating Dept.
Po Box 250
Kalispell, MT 59903

9619812580

RC #: 44570
WO #: 01072959
NAME: POWELL

UNDERGROUND
RIGHT-OF-WAY EASEMENT
[Individual]

0856050

For value received the undersigned, (Grantor), (whether singular or plural), do hereby grant to PACIFICORP, a Corporation, dba Pacific Power & Light Company, its successors and assigns, (Grantee), an easement or right-of-way, 10 feet in width, for an electric underground distribution line of one or more conductors and all necessary or desirable appurtenances (including but not limited to the right to install conduits, surface or subsurface mounted transformers, surface mounted connection boxes and meter cabinets) over, under, across and along the following described real property in Flathead County, State of Montana, to wit:

A Parcel of Land located in the W 1/2 of the NW 1/4 of the NE 1/4 Section # 32 ,
Township 27 North, Range 19 West , of the Montana Principle Meridian.

Reception #: 9610011450

Assessor's #: 0856050

Tract 4 of Certificate of Survey No 10718

The location and course of said easement and right-of-way are approximately as shown on the sketch attached as Exhibit(e) "A" and by this reference made a part hereof.

Together with the right to ingress and egress over the adjacent lands of Grantor in order to install, maintain, repair, replace, rebuild, operate and patrol the underground electric power lines and appurtenances, and to exercise all other rights herein granted.

Grantor shall have the right to use the lands subject to the above-described easement for all purposes not inconsistent with the uses and purposes herein set forth; provided that Grantor shall not build or erect any structure upon the right-of-way without the prior written consent of Grantee.

All rights hereunder shall cease if and when such line shall have been abandoned.

Dated this 4th day of June, 1996.

Leonard C. Powell
Leonard C. Powell

[SEAL]

Joan C. Powell
Joan C. Powell

[SEAL]

STATE OF Montana)

County of Flathead) ss.

On this 4th day of June, 1996, personally appeared before me a notary public in and for said State, the within named Leonard Powell and Joan Powell to me known to be the identical person(s) described therein and who executed the foregoing instrument, and acknowledged to me that executed the same freely and voluntarily for the uses and purposes therein mentioned.

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



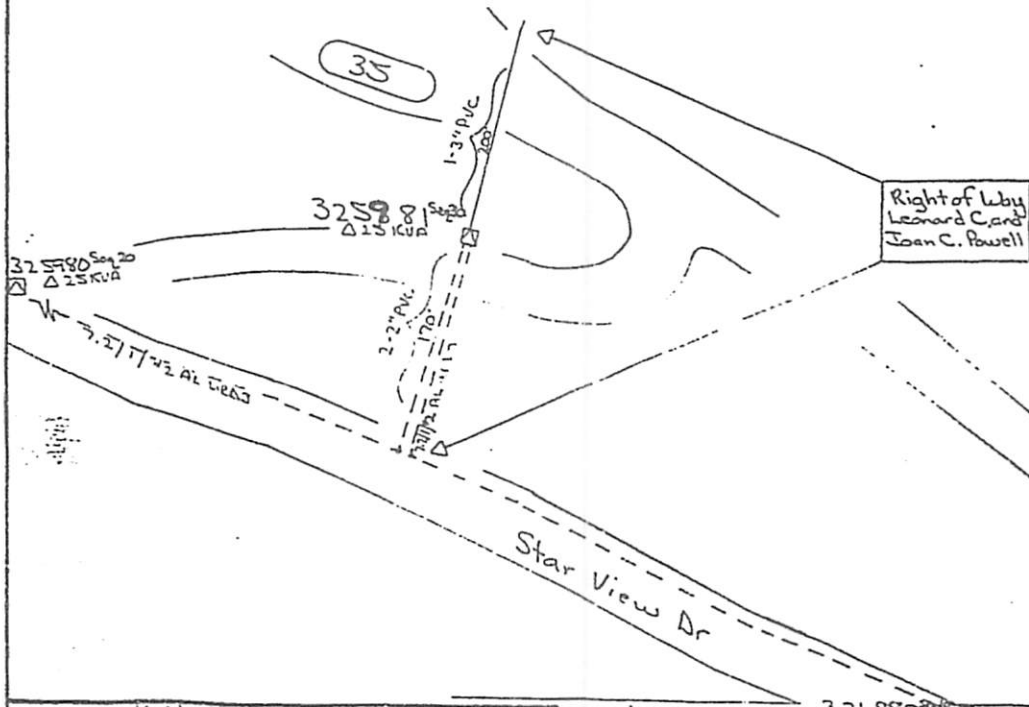
Notary Public for Montana
Residing at Glacier
My Commission expires: 05-11-99

P. 1 of 2

9619812580

Cut in a 170' of #2 AL Primary and run to a 25 KVA transformer. Run 170' of #2 AL Primary back to the splice area.

EXHIBIT A



DISTRICT <u>Kalispell</u>		PACIFIC POWER & LIGHT COMPANY	
NAME <u>Leonard C. Powell</u>	FILE NO.	E R SKETCH	
LOCATION <u>35 Starview Dr</u>	E R NO.	SCALE <u>Not to Scale</u>	
MAP NO. <u>42-27-19-32</u>	W.O. <u>01072939</u>	FORM 2705 - 34	
DRAWN <u>May 1966</u>			

STATE OF MONTANA, }
County of Flathead } SS

Recorded at the request of PP&L
this 11 day of July, 19 96 at 12:58 o'clock PM and recorded in
the records of Flathead County, State of Montana.

Fee \$ 12.00 Pd. Susan St. Anselmi
(Flathead County Clerk and Recorder)

RECEPTION NO. 9619812580

RETURN TO PP&L
P.O. Box 250 Kal, MT 59903-0250

P.2 of 2

93217 14050

PACIFIC POWER

RC Name Kalispell

Return To: P.O.Box 250
Kalispell, MT 59903

RC 44570 WO 9978

RIGHT-OF-WAY EASEMENT
(Individual)

For value received the undersigned, (Grantor), (whether singular or plural), does hereby grant to PACIFICORP, a corporation, dba Pacific Power & Light Company, its successors and assigns, (Grantee), an easement and right-of-way, 10 feet in width, for an underground electric distribution line of one or more conductors and all necessary or desirable appurtenances (including but not limited to the right to install conduits, surface or subsurface mounted transformers, surface mounted connection boxes and meter cabinets) over, under, across and along the following described real property in Flathead County, State of Montana, to wit:

166666
1800869
2502320
0979971

Tracts of land in the NE of Section 32,
T.27N., R.19W., N.P.M.

Tracts 1, 3B, 3C, 3D, 4, 4B, 4C, 4D

Rec. #'s - 9204111310, 9204111320, 9204111330,
9204111340, 9204111350, 9204111360,
9204111370, 9204111380

The location and course of said easement and right-of-way are approximately as shown on the sketch attached as Exhibit (A) and by this reference made a part hereof.

Together with the right of ingress and egress over the adjacent lands of the Grantor in order to install, maintain, repair, replace, rebuild, operate and patrol the underground electric power lines and appurtenances, and to exercise all other rights herein granted.

Grantor shall have the right to use the lands subject to the above described easement and right-of-way for all purposes not inconsistent with the uses and purposes herein set forth; provided that Grantor shall not build or erect any structures upon said easement and right-of-way without the prior written consent of Grantee.

All rights hereunder shall cease if and when such line shall have been abandoned.

Form 2768 (Rev. 4/90)

P.1083

93217/4050

Dated this _____ day of _____, 19__.

~~George W. Baker - Owner (SEAL)~~

~~Monte M. Baker - Owner (SEAL)~~

Rocky Mountain Habitat, Inc.

Gary Kaufman (SEAL)
Gary Kaufman - President



STATE OF Montana

County of Beaumont

On this _____ day of _____, 19__,
personally appeared before me a notary public in and for said
State, the within named _____

to me known to be the identical persons described therein and
who executed the foregoing instrument and acknowledged to me that
_____ executed the same freely and voluntarily for the uses
and purposes therein mentioned.

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

Notary Public for _____

Residing at _____

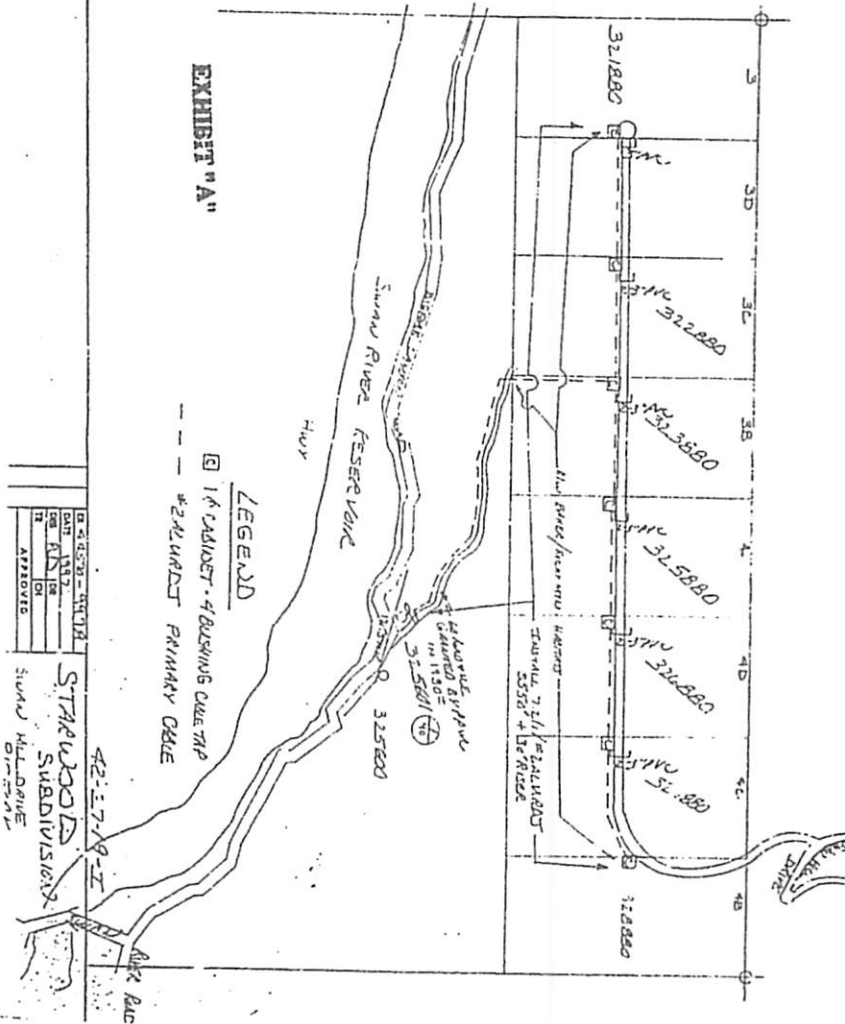
My Commission expires: _____

93217/4050



DOCUMENT IS ILLEGIBLE AND NOT LEGIBLY REPRODUCIBLE.

EXHIBIT "A"



REC'D-REG-REC'D
 DATE
 BY
 APPROVED
 STAKEWOOD
 SUBDIVISION
 SUNN HILLSIDE
 DISTRICT

STATE OF MONTANA, } ss
County of Flathead

Recorded at the request of P. Power
this 5 day of Aug 1993 at 2:05 o'clock P and recorded in
the records of Flathead County, State of Montana.
Fee \$ 18 pd.

RECEPTION NO. 93217/4050

RETURN TO Pacific Power.
Box 250
Kat. Mt. 59443

Susan A. Haverfield
Flathead County Clerk and Recorder
Oknepple Deputy

P. 3003

2

95191/5320

CG-21449

7

AGREEMENT AND GRANT OF EASEMENT

AGREEMENT made this 7th day of July 1995 by and between GLENN W. RICKENBACHER and ALENE R. RICKENBACHER and JONATHAN HAYT and EMILIE S. HAYT, hereinafter referred to as "Grantors" and ARK DEVELOPMENT CORPORATION, a Montana Corporation, maintaining its principal offices at 300 Bridge Street, Bigfork, Montana 59911, hereinafter referred to as "Grantee".

0121505
0003872
0856050

In consideration of the granting of easement rights and the mutual promises contained herein, the parties agree as follows:

- 1. PARTIES TO THIS AGREEMENT. The Grantors and Grantee named above are the parties to this agreement.
- 2. SWAN HILL ROAD ASSOCIATION AS THIRD PARTY BENEFICIARY. Swan Hill Road Association is a Montana non-profit mutual benefit corporation, the purpose of which is the maintenance and improvement of the non-publicly owned and non-publicly maintained portions of the road known as Swan Hill Drive, located in or near the town of Bigfork, Flathead County, Montana. The corporation operates on a non-profit basis for the mutual benefit of its members and no part of its net income or earnings inures to the benefit of any shareholder or individual. Swan Hill Road Association is not a party to this agreement but shall be deemed a third party beneficiary of this agreement with all rights and powers to enforce the provisions hereof.
- 3. INTENTION OF PARTIES. It is the intention of the parties that in consideration of Grantors providing an easement to Grantee for ingress to and egress from Grantee's properties over certain portions of Swan Hill Drive owned by Grantors, Grantee agrees to share and participate in the cost of maintenance and improvement of Swan Hill Drive by joining and maintaining membership in the Swan Hill Road Association.
- 4. DESCRIPTION OF GRANTORS' PROPERTIES. Grantors are owners of the properties described in the annexed Exhibit "A".
- 5. DESCRIPTION OF GRANTEE'S PROPERTIES. Grantee is owner of the property or properties described in the annexed Exhibit "B".
- 6. GRANTEE'S MEMBERSHIP IN SWAN HILL ROAD ASSOCIATION. Grantee covenants for itself, its successors and assigns that it shall become a member of Swan Hill Road Association and maintain membership therein in accordance with the Swan Hill Road Association By-laws and Dues Policy, and shall become a member and maintain membership in any successor organization similarly organized and providing similar road maintenance and improvement services as long as Swan Hill Drive remains a non-publicly

owned and non-publicly maintained road. In the event of transfer and conveyance of the whole or any portions of Grantee's land, Grantee shall cause such property to remain subject to the provisions of this Agreement. The covenants contained herein shall be appurtenant to and shall run with the land.

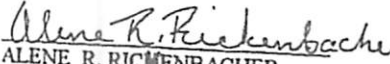
7. MEMBERSHIP MANDATORY. The parties acknowledge that although in certain instances membership by property owners in Swan Hill Road Association is voluntary, it is the intention of this agreement to make such membership by Grantee, its successors and assigns, obligatory. It is the further intention of the parties that each of Grantee's successors or assigns taking title to a parcel or parcels of Grantee's land shall join the Swan Hill Road Association and maintain membership therein in accordance with the provisions of this agreement.

8. GRANT OF EASEMENT. Grantors do hereby grant and convey to Grantee, its successors and assigns, an appurtenant easement across the portions of the road commonly known as Swan Hill Drive, as shown on Certificates of Survey Nos. 2116 and 2117, Flathead County Records, where said Swan Hill Drive traverses Grantors' property or properties. Such easement shall be for ingress to and egress from Grantee's hereinbefore described property or properties and for installation and maintenance of buried utility lines serving such property or properties. However, notwithstanding any other provisions of this paragraph, the easement granted hereby shall in no event exceed or vary from the boundaries of the graded and improved portions of Swan Hill Drive existing at the time of this grant of easement rights. The easement for installation of underground utilities is expressly conditioned upon Grantee's agreement that any damage to the road known as Swan Hill Drive shall be repaired by Grantee at its sole cost and expense.

9. LIEN RIGHTS AND ENFORCEMENT. In the event that Grantee or any of its successors or assigns fails or refuses to maintain membership in Swan Hill Road Association or to pay dues or assessments duly imposed by the Swan Hill Road Association in a timely manner as set forth in its By laws, rules, regulations or policies, the Swan Hill Road Association may file and impose a lien against the the defaulting person property with the Flathead County Clerk. Such lien shall contain a certified and acknowledged statement of the amount due and owing and unpaid, the place where payment shall be made and a statement that a true and correct copy of the lien has been mailed, prior to recording, to the defaulting party by certified or registered mail, return receipt requested. Such lien may be enforced in the same manner as default in payment of a note secured by a mortgage upon real property. Upon payment in full, which payment shall include, at lienor's option, reasonable attorneys fees, lienor shall cause to be recorded, not more than 30 days after receiving payment, a satisfaction of lien.

GRANTORS:


GLENN W. RICKENBACHER


ALENE R. RICKENBACHER

95191 15320

to be the persons described in and who whose names are subscribed to the within instrument and they 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 year in this certificate first above written.



Linda A. Kuntz
Notary Public for the State of Montana
Residing at Bigfork, Montana
My commission expires: 9/1/96

STATE OF MONTANA :
: ss.:
COUNTY OF FLATHEAD :

On this 6th day of July, 1995 before me, the undersigned, a notary public for the State of Montana, personally appeared WALTER KUHN, known to me to be the President and Linda L. Kuhn known to me to be the Secretary of ARK DEVELOPMENT CORPORATION, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument in behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.



Linda A. Kuntz
Notary Public for the State of Montana
Residing at Bigfork, Montana
My commission expires: 9/1/96

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85191/5320

AGREEMENT AND GRANT OF EASEMENT

EXHIBIT 'A'

Tracts 3, 4, 5, 6, 7, and 8 of Starved Development, each located in the
south of Section 22, Township 27 North, Range 19 West, P.M.M.,
Flathead County, Montana; all as more particularly described as
follows:

Tract 3: East Half of the Northwest Quarter of the Northeast
Quarter of Section 22, Township 27 North, Range 19 West,
P.M.M., Flathead County, Montana.

Tract 4: West Half of the Northwest Quarter of the Northeast
Quarter of Section 22, Township 27 North, Range 19 West,
P.M.M., Flathead County, Montana.

Tract 5: East Half of the Northwest Quarter of the Northwest
Quarter of Section 22, Township 27 North, Range 19 West,
P.M.M., Flathead County, Montana.

Tract 6: West Half of the Northwest Quarter of the Northwest
Quarter of Section 22, Township 27 North, Range 19 West,
P.M.M., Flathead County, Montana.

Tract 7: East Half of the Northwest Quarter of the Northwest
Quarter of Section 22, Township 27 North, Range 19 West,
P.M.M., Flathead County, Montana.

Starved Development
in Lodge # 3727
App'd on 8/10/21

GRANT OF EASEMENT
COUNTY OF FLATHEAD

WITNESSED on this 10th day of July 1925.
at Helena, Montana.
85191/5320

Witnessed and attested to
Susan H. Klinefield
Notary Public for Montana
Henry L. English
County

95191/5320

AGREEMENT AND GRANT OF EASEMENT

EXHIBIT "A"

RICKENBACHER PROPERTY

Tract 2 of COS No. 11680, located in the SE~~1~~SE~~1~~ of Section 29, Township 27 North, Range 19 West, Flathead County, Montana;

Parcel 2 of COS No. 11680, located in the SW~~1~~SE~~1~~ of Section 29, Township 27 North, Range 19 West, Flathead County, Montana;

AND

Tract 7ABABC, located in the West 60' of NW~~1~~SW~~1~~SW~~1~~, except North 150', of Section 28, Township 27 North, Range 19 West, Flathead County, Montana.

HAYT PROPERTY

Parcel 1 of COS No. 11680, located in the SW~~1~~ of Section 29, Township 27 North, Range 19 West, Flathead County, Montana.

6 of 6

(1)
CT 26156
Citizen's Title

01200 15310

EASEMENT AGREEMENT

B

THIS EASEMENT is made and executed this 14th day of August 1991, by and between

ACTION INCORPORATED, a Montana Corporation
300 Lee Road
Bigfork, Montana 59911

hereinafter referred to as "Action", and

ROCKY MOUNTAIN HABITATS, INC
c/o Gary J. Kauffman, President
P.O. Box 470
Darby, Montana 59829

hereinafter referred to as "Kauffman"

0003867
0856050
0003865

✓

RECITALS

A. Action is the owner of land situated in the County of Flathead, State of Montana more particularly described as follows:

Tract 7AD, located in Government Lot 10 of Section 28, Township 27 North, Range 19 West, according to the tract maps on file and on record in the office of the Clerk and Recorder of Flathead County, Montana.

AND

The roadway shown and depicted on Certificate of Survey 2116 and 2117, records of Flathead County, Montana.

B. Kauffman is the owner of a tract of land situated in the County of Flathead, State of Montana more particularly described as follows:

→ The North Half of the North Half of Section Thirty Two, Township Twenty Seven North, Range Nineteen West, P.M.M., Flathead County, Montana.

AND

The East Half of the West Half of the Southeast Quarter of the Southeast Quarter (E1/2W1/2SE1/4SE1/4) all in section 29, Township 27 North, Range 19 West, P.M.M. Flathead County, containing 10 acres more or less.

→ C. Kauffman desires an easement over and across the roadway located on Action's tract of land for general motor vehicle travel and utility purposes and Action is willing to grant such an easement subject to the following terms and conditions.

NOW THEREFORE for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Action does hereby grant, convey and transfer to Kauffman a nonexclusive easement in common with others over the existing roadway known as Swan Hill Drive.

P. 1/083

9126015310

The easement shall be 60 feet in width and shall be used as a means of ingress and egress to Kauffman's tract of land and for utility purposes. Action further grants to Kauffman the right, but not the obligation, to maintain and improve the roadway, including grading, oiling and paving it to Kauffman's tract of land.

This easement is for the benefit of and appurtenant to Kauffman's tracts of land and shall run with said land and the provisions of this easement shall bind and inure to the benefit of the parties of this agreement, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, the parties have set their hands the day and year in this easement first above written.

ACTION INCORPORATED

By C. Gordon Guenzler
C. Gordon Guenzler
ROCKY MOUNTAIN HABITATS, INC.
Gary Kauffman, President
Gary Kauffman

STATE OF MONTANA)
County of Flathead)ss.

On this 14 day of August, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared C. GORDON GUENZLER, known to me to be the Vice President of Action Incorporated who executed the within instrument and acknowledged to me that such corporation executed the same on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate last above written.



Katherine Dennison
Notary Public for the State of Montana
Residing at Bigfork, Montana
My Commission Expires March 15, 1993

12083

9126015310

STATE OF MONTANA)
County of Flathead) ss.

On this 17 day of August, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Gary Kauffman, President of Rocky Mountain Habitats Inc, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate last above written.



Conna L. Paulson
Notary Public for the State of Montana
Residing at Bigfork, Montana
My Commission Expires: 10/8/93

STATE OF MONTANA)
County of Flathead) ss.

Recorded at the request of Thomas Hoover, this 17 day of Sept August 1991, at 3:51 o'clock P. M. and recorded in the records of Flathead County, State of Montana.

Fee \$ 18.00 P.D.

9126015310

Susan W. Haverstick
Flathead County Clerk and Recorder

Young C. Pierce

Return: Rocky Mountain Habitats, Inc.
P.O. Box 1660
Bigfork, MT. 59911-1660

P. 3083