

M/A 11

EASEMENT AGREEMENT

This easement agreement is entered into by and between OCKLER CORNERSTONE, LLC, a Montana limited liability company whose address is 2055 Conifer Drive, Huson, Montana 59846, hereinafter referred to as "Grantor", and KING RANCH HOMEOWNERS ASSOCIATION, INC., a Montana nonprofit corporation, whose address is PO BOX 343 FRENCHTOWN, MT 59834, hereinafter referred to as "Grantee".

WHEREAS, the Grantor is the owner of the real property described in Exhibit "A", attached hereto and incorporated herein by reference, as more particularly depicted in the survey description which is also a part of Exhibit "A". (That portion of said real property upon which the easement is actually constructed and which is described in Exhibit "C", shall be referred to as the "Servient Tenement" herein); and

WHEREAS, the members of Grantee are the owners of the real property described in Exhibit "B", attached hereto and incorporated herein by reference. (Said real property shall hereinafter be referred to as the "Dominant Tenement"); and

WHEREAS, the Grantee wishes to obtain a non-exclusive easement over and across the Servient Tenement, and the Grantor is willing to grant such an easement to the Grantee.

NOW, THEREFORE, in consideration of the mutual promises set forth in this agreement, and other valuable consideration, the parties agree as follows:

1. For value received, the Grantor hereby grants, transfers and conveys to the Grantee, and to the successors and

assigns of the Grantee, a nonexclusive easement over and across the Servient Tenement in the location, and strictly for the purposes, and on the terms and conditions set forth below.

2. The location of the easement has been established by the mutual agreement of Grantor and Grantee. A narrative description of the easement, as well as a plat depicting its location, is set forth on Exhibit "C" attached hereto and incorporated herein by reference.
3. The easement shall be limited to ten (10) feet in width.
4. The easement will be used exclusively by members of Grantee and shall be maintained by Grantee. Maintenance shall include snow removal if Grantee desires winter access. Within the confines of the ten-foot easement, the actual trail shall encompass no more than five feet in width of the surface. The surface of the trail shall be dirt.
5. Access shall be afforded for foot travel only, and no motorized vehicles, horses, bicycles, or other means of conveyance shall be permitted on the easement.
6. Grantee shall place a sign near, but not at the entry point of the easement, clearly reflecting that the trail is a private trail for the use of the owners of property in the King Ranch Subdivision Phases I, II and III, and that anyone else will be deemed a trespasser and prosecuted accordingly. The grant of easement shall be non-exclusive. In other words, the owners of the golf course will retain the right to use the trail for all

purposes pertinent to the conduct of its golf course business, and, in an emergency, to use motorized vehicles thereon.

7. No animals shall accompany anyone on the trail except dogs or cats. Dogs shall be maintained on a leash at all times.
8. This easement expressly provides for no intermediate use of the trail for conducting any activity on the golf course. Grantee and its members covenant and agree that in the exercise of the use of the trail for access to the river, no act or action will be taken which will result in any interference with golfers using the golf course.
9. The scope of this easement does not allow hunting, fishing, camping, campfires or carrying firearms, nor does it allow any other activity permitted on any golf course property.
10. Once Grantee's members reach the river, they are subject to the Montana Stream Access Law and attendant administrative regulations in terms of their use of the riparian zone.
11. The obligations of the Grantors pursuant to this agreement shall be conditioned upon the current lot configuration and numbers, as well as the use of King Ranch Phases I, II and III remaining, as is, with all construction completed in accordance with the current Declaration of Restrictive Covenants in effect on the date of this easement agreement.
12. The Grantee and its members agree to indemnify and hold

harmless Grantor and any previous or subsequent owner of the Servient Estate from any claim or liability whatsoever arising out of or in any way related to the use of said easement, in any respect.

13. The Grantee or any successor in the Dominant Estate, must maintain, at its sole expense, a policy of general liability insurance with a limit of at least \$1,000,000.00 and with the Grantor or any subsequent owner of the Servient Estate scheduled as a named insured. Evidence of proof of payment for and the continued existence of the insured policy is a material condition of the grant of the trail easement.

14. This easement will terminate if there is failure to comply with any of the terms and conditions of this agreement after due notice from the Grantor or subsequent owners of the Servient Tenement and a failure to cure within thirty (30) days after receipt of notice. Any notice shall be complete when deposited in the United States mail, first class mail, certified mail, return receipt requested, postage prepaid, addressed to Grantee at the following address: *P.O. Box 343, FRENCHTOWN, MT. 59834*

15. This easement shall be construed in accordance with and governed by the laws of the State of Montana.

16. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This easement shall be appurtenant to the real property described in Exhibit "B" and shall pass with the real property.

BOOK 513 PAGE 0158

DATED this 8 day of August, 1997.

GRANTOR:

LOCKLER CORNERSTONE, LLC

By: [Signature]

Its Member

GRANTEE:

KING RANCH HOMEOWNERS
ASSOCIATION, INC.

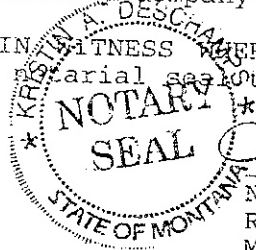
By: [Signature]

Its: PRESIDENT

STATE OF MONTANA)
 : ss.
County of Missoula)

On this 8 day of August, 1997, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Shad W. Ockler, known to me to be a member of OCKLER CORNERSTONE, LLC, the limited liability company that executed the within instrument, and acknowledged to me that said limited liability company authorized the same.

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



(Seal)

Kristin A. Descamps
Notary Public for the State of Montana
Residing at Frenchtown
My Commission expires: 11-10-99

STATE OF MONTANA)
 : ss.
County of Missoula)

On this 9th day of August, 1997, before me, the undersigned, a Notary Public for the State of Montana, personally appeared George L. Sheruboo, known to me to be ~~a member~~ of the KING RANCH HOMEOWNER'S ASSOCIATION, INC., the corporation that executed the within instrument, and acknowledged to me that said corporation authorized the same.

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



(Seal)

Kristin A. Descamps
Notary Public for the State of Montana
Residing at Missoula, MT Frenchtown
My Commission expires: 11-11-99

KD

EXHIBIT "A"

Parcel I

Lots 1 and 2, and the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 4, Township 14 North, Range 21 West M.P.M., less river.

ALSO LESS AND EXCEPTING the two tracts conveyed to the State of Montana in Deed recorded at Book 99 of Micro Records at page 251.

RECORDING REFERENCE: Book 36 of Micro Records at page 1353.

PARCEL II

SE $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 33, Township 15 North, Range 21 West, Missoula County, Montana.

All that part of the SE $\frac{1}{2}$ NE $\frac{1}{4}$ and the NE $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 33, Township 15 North, Range 21 West, M.P.M. as is contained within the following described boundaries; Commencing at a point 1320 feet South of the section corner common to Sections 27, 28, 33 and 34 which is the 1/16 quarter corner; thence South 2640 feet; thence S.89°58'W., 1320 feet; thence N.0°02'W., 695 feet; thence N.33°38'E., 2000 feet to a pin in the center of the Mullan Road; thence N.75°24'W., along the centerline of said road 897 feet to a point on the North boundary of SE $\frac{1}{2}$ NE $\frac{1}{4}$; thence along said line N.87°06'E., to the place of beginning. LESS AND EXCEPTING that portion North of Mullan Road.

PARCEL III

The SW $\frac{1}{4}$ and that part of the SW $\frac{1}{2}$ NW $\frac{1}{4}$, being South of Mullan Road of Section 34, Township 15 North, Range 21 West, P.M.M., Missoula County, Montana.

RECORDING REFERENCE: Book 4 of Micro Records at page 498.

LESS AND EXCEPTING the following tracts:

KING RANCH PHASES II AND III, a platted subdivision in Missoula county, Montana, according to the official recorded plat thereof recorded in Book 20 at Plats at page 51.

BOOK 513 PAGE 0161

EXHIBIT "B"

KING RANCH PHASES I, II AND III, platt d subdivisions in Missoula County, Montana, according to the official recorded plats thereof recorded in Book 20 of Plats at page 51.

EXHIBIT "C"

The location of the trail easement shall be south along the main access road right along the north side of the pond with the irrigation pump station. The easement shall follow an existing "cart" path around the east end of the #5 green and shall connect to the Milwaukee right of way. The easement shall then proceed easterly along the right of way to the fence line of property currently owned by Boyer. The easement will follow the fence line south of the Clarkfork River where Mill Creek enters.

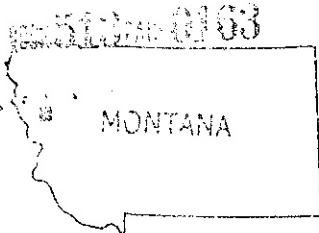
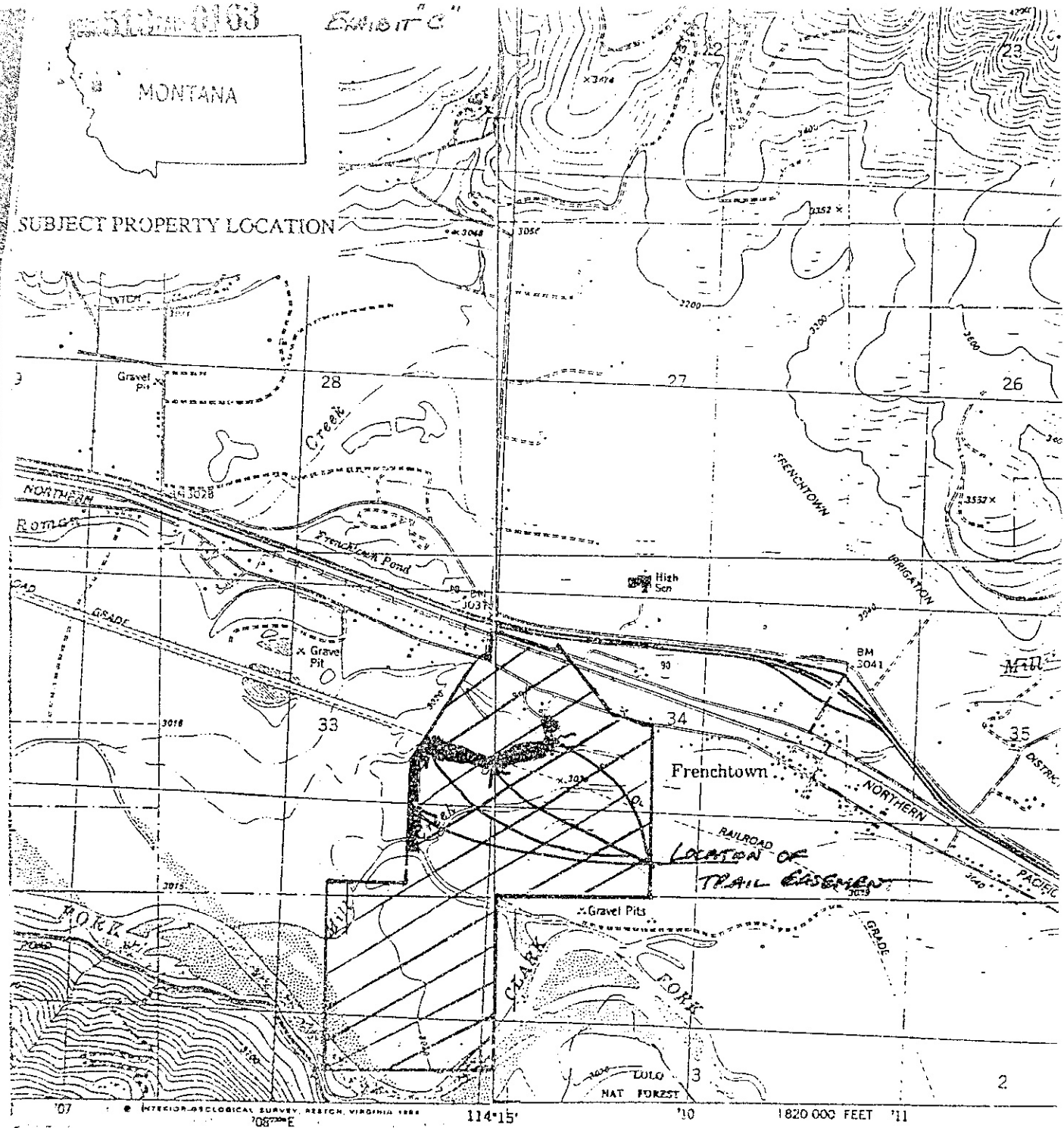


EXHIBIT "C"

SUBJECT PROPERTY LOCATION



Return to Dave Cotner
P.O. Box 9199
Missoula, MT
53807-9199

Location of
King Ranch Golf Course
Frenchtown, Montana

9716077

I RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 11 DAY OF Aug 1971 103 O'CLOCK P M AND IT IS RECORDED
IN VOL 513 OF MICRO RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA ON PAGE 154 THE 60 PAID B
RETURN TO ADDRESS BY Debra S. O'Neil DEPUTY REC E

1 mile

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID N8 KINGR-4	DATE (MM/DD/YYYY) 04/19/07
PRODUCER Western States Ins - Missoula P O Box 4386 Missoula MT 59806 Phone: 406-721-1000 Fax: 406-721-9230		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED King Ranch Homeowners Associat P.O. Box 118 Frenchtown MT 59834		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Safeco Insurance Companies	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	01CG7119393	02/23/07	02/23/08	EACH OCCURRENCE \$ 1000000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200000
					MED EXP (Any one person) \$ 10000
					PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 2000000
					PRODUCTS - COMP/OP AGG \$ 2000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	Property Section	01CG7119393	02/23/07	02/23/08	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The Homeowners Association is located at the following legal description:
 NW 1/4 & S 1/2 of Sec. 34 and 33, T-15N, R-21W, Principal Meridian in Missoula County.

<p>CERTIFICATE HOLDER</p> <p style="text-align: right;">-----1</p> <p>King Ranch Homeowners Fax: 406-626-0814 Po Box 118 Frenchtown MT 59834</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE <i>Cheryl M. Thaw</i></p>
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