

92346 14 370

4

ENCROACHMENT AGREEMENT

This Encroachment Agreement, made this 10<sup>th</sup> day of November, 1992, by and between MURCON DEVELOPMENT, INC., owner of an undivided one-half interest in Lot 2 and NORBERT HANNON, owner of an undivided one-half interest in Lot 2, hereinafter referred to as "Grantors", and IVAN M. IBSEN and DARLENE L. IBSEN, as to an undivided 5% interest in Lot 1, and BENTON C. CAVIN and DOREEN N. CAVIN, MITCHELL IBSEN and ERIKA IBSEN, as to an undivided 95% interest in Lot 1, hereinafter referred to as "Grantees",

WHEREAS, Grantors own the property in fee more particularly described as Lot 2 of the Amended Plat of a portion of Houston Lakeshore Tracts, records of Flathead County, Montana, and

WHEREAS, Grantees (Ibsen/Cavin) own the property more particularly described as Lot 1 of the Amended Plat of a portion of Houston Lakeshore Tracts, records of Flathead County, Montana, and

WHEREAS, Grantees' fence, steps, path and root cellar encroach on Grantors' north side yard property line, as is more particularly illustrated per Exhibit "A" attached to this agreement and by reference made part hereof, and

WHEREAS, it is the desire of the parties to set out in writing an agreement between the parties as to said encroachment,

NOW THEREFORE, the parties covenant and agree as follows:

1. Grantors grant to Grantees the right to retain and maintain the existing fence, steps, path and root cellar presently encroaching on Grantors' property as appears per Exhibit "A" attached hereto and by reference made part hereof. Each of the parties hereto acknowledge that Exhibit "A" is not to scale and is to reflect location only.
2. This grant of use shall remain in effect only so long as Grantees (Ibsen and Cavin together with Mitchell and/or Erika Ibsen, and/or any direct descendants, or any of them) are the owners of said Lot 1. At such time as Grantees and/or any direct descendants, and all of them sell or transfer said Lot 1 to any other person or entity, said right of encroachment shall be null and void and further use of said encroachment shall be permissive with Grantors retaining the right to terminate same at Grantors' option on ten (10) day's notice.
3. This grant of encroachment extends only to the existing fence, steps, path and root cellar. No other building or structure of any sort, kind or nature may be erected, fabricated or constructed on Grantors' property.

- 4. Nothing in this encroachment agreement or grant of encroachment is to be construed as a perpetual right for encroachment and the Grantors and Grantees, and particularly the Grantees herein, agree that by virtue of said grant all or any claims of any right arising out of adverse possession are moot and waived.
- 5. The terms and conditions herein contained are binding on the heirs, successors in interest and assigns of the parties hereto.
- 6. This agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

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

MURCON DEVELOPMENT, INC.

ATTEST: *Norbert Hannon*  
 By: *Norbert Hannon*  
 Norbert Hannon

GRANTORS

*Ivan M. Ibsen*  
 Ivan M. Ibsen

*Darlene L. Ibsen*  
 Darlene L. Ibsen

*Benton C. Cavin*  
 Benton C. Cavin

*Doreen N. Cavin*  
 Doreen N. Cavin

*Mitchell C. Ibsen*  
 Mitchell Ibsen

*Erika M. Ibsen*  
 Erika Ibsen

GRANTEES

92346 16370

4. Nothing in this encroachment agreement or grant of encroachment is to be construed as a perpetual right for encroachment and the Grantors and Grantees, and particularly the Grantees herein, agree that by virtue of said grant all or any claims of any right arising out of adverse possession are moot and waived.
5. The terms and conditions herein contained are binding on the heirs, successors in interest and assigns of the parties hereto.
6. This agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

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

MURCON DEVELOPMENT, INC.

By: \_\_\_\_\_

~~Norbert Hannon~~

GRANTORS

ATTEST: \_\_\_\_\_

~~Ivan M. Ibsen~~

~~Darlene L. Ibsen~~

~~Benton C. Cavin~~

~~Doreen N. Cavin~~

~~Mitchell Ibsen~~

~~Etika Ibsen~~

GRANTEES

9234616370

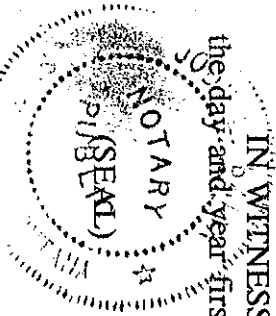
STATE OF Montana )

: ss.

County of Flathead )

On this 10<sup>th</sup> day of <sup>December</sup> ~~October~~, 1992, before me, a notary public for the State of Montana, personally appeared Philip N. Hannon and Robert Hannon, known to me to be the President and Secretary of MURCON DEVELOPMENT, INC., that they executed the within and foregoing instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

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



Robert J. Baron  
Notary Public for the State of MT  
Residing at Columbia Falls  
My Commission expires 9-10-95

STATE OF Montana )

: ss.

County of Flathead )

On this 10<sup>th</sup> day of <sup>December</sup> ~~October~~, 1992, before me, a Notary Public for the State of Montana, personally appeared NORBERT HANNON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Robert J. Baron  
Notary Public for the State of MT  
Residing at Columbia Falls  
My commission expires 9-10-95

STATE OF Montana )

: ss.

County of Flathead )

On this 10<sup>th</sup> day of <sup>November</sup> ~~October~~, 1992, before me, a Notary Public for the State of Montana, personally appeared IVAN M. IBSEN and DARLENE L. IBSEN, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

92346 16370

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



(SEAL)

[Signature]  
Notary Public for the State of Montana  
Residing at Wheat River  
My commission expires 11/17/94

County of King ) : ss.

On this 21st day of ~~October~~ <sup>NOVEMBER</sup>, 1992, before me, a Notary Public for the State of Washington, personally appeared MITCHELL IBSEN and ERIKA IBSEN, known to me to be the persons 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 year first above written.



County of \_\_\_\_\_ ) : ss.

Patricia K. Thomas  
Notary Public for the State of Washington  
Residing at Everett, WA  
My commission expires 11/29/94

On this \_\_\_\_\_ day of October, 1992, before me, a Notary Public for the State of \_\_\_\_\_, personally appeared BENTON C. CAVIN and DOREEN N. CAVIN, known to me to be the persons 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 year first above written.

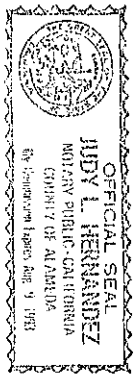
~~Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_~~

(SEAL)

State of California  
County of Merced

On 11-16-92 before me, Judy L. Hernandez, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)



proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Judy L. Hernandez  
SIGNATURE OF NOTARY

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Encroachment Agreement  
NUMBER OF PAGES 5 DATE OF DOCUMENT 11-16-92  
SIGNER(S) OTHER THAN NAMED ABOVE Gary, Doreen, Michael & Victoria Hernandez

©1992 NATIONAL NOTARY ASSOCIATION • 8236 Raimet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

STATE OF California  
County of Merced : ss.

On this 17 day of October, 1992, before me, a Notary Public for the State of California, personally appeared BENJON G. CAVIN and DOREEN N. CAVIN, known to me to be the person(s) whose name(s) 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 year first above written.



Gary Spicer  
Notary Public for the State of California  
Residing at Pleasant Hill  
My commission expires Dec 29, 1995

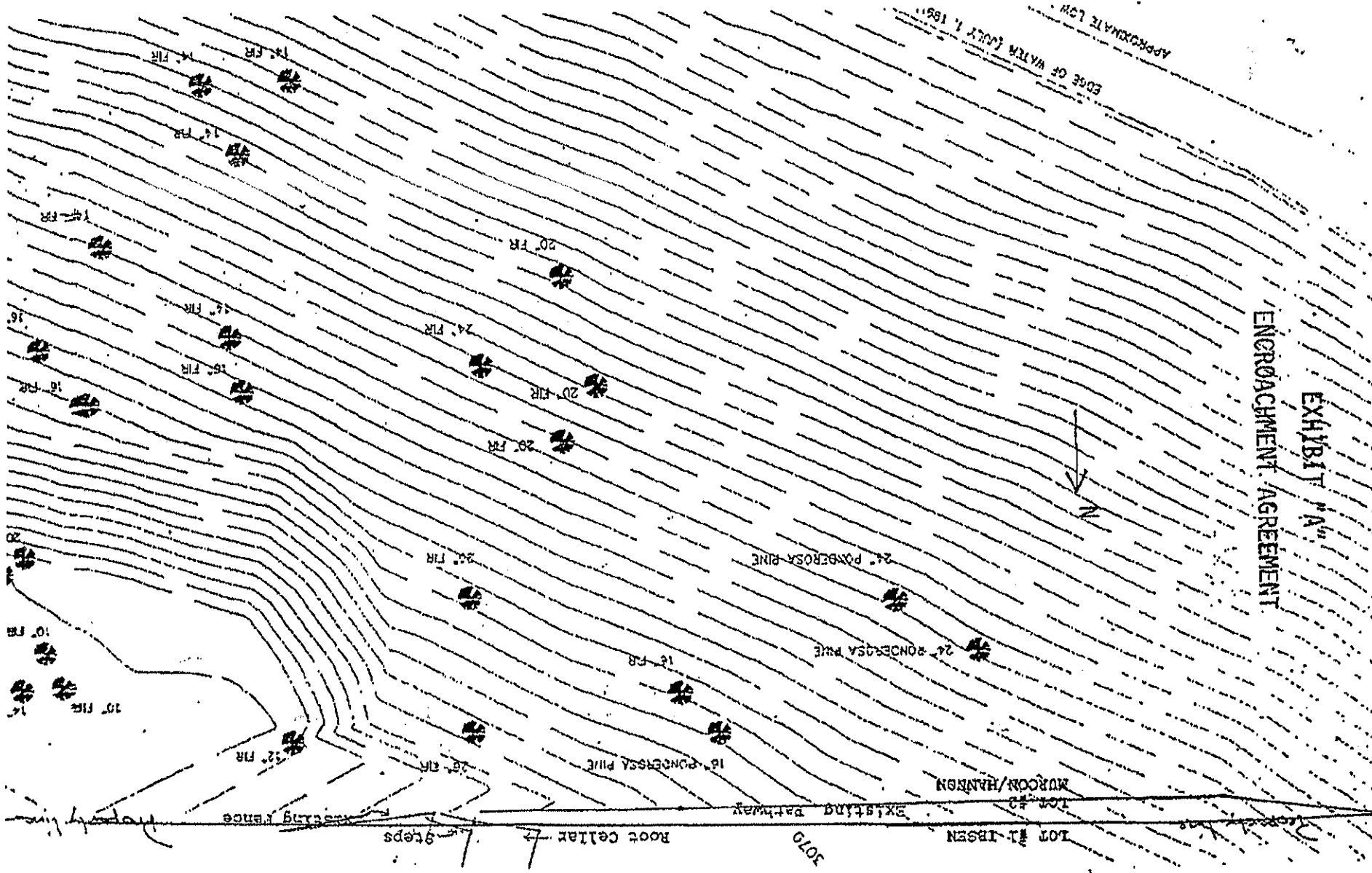
OPTIONAL SECTION  
CAPACITY CLAIMED BY SIGNER  
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
- PARTNER(S)  LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

92346 16370

EXHIBIT "A"  
ENCROACHMENT AGREEMENT



DOCUMENT IS ILLEGIBLE AND NOT LEGIBLY REPRODUCIBLE,

STATE OF MONTANA,  
County of Flathead

} SS

Recorded at the request of Murray et al

this 11 day of Dec 19 92 at 4:37 o'clock PM and recorded in the records of Flathead County, State of Montana.

Fee \$ 42.00 Pd.

RECEPTION NO. 92346 16370  
RETURN TO Murray et al  
50728 Kolbe et al Mt 59903-0728  
Deanna J. Stuberfield  
Flathead County Clerk and Recorder  
Richard E. Cecil  
Deputy

NOTE: CHANGES  
D.S. CARRIAGES  
IN 1/20 MILES  
OF  
DITCHES IN  
BRICK  
TRENCH