

92346/6-80

**AMENDED ROADWAY, UTILITY, SANITATION
AND WATER EASEMENT AGREEMENT**

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0393100
0393252

This Amended Roadway, Utility, Sanitation and Water Easement Agreement, made this day of December, 1992, by and between IVAN M. IBSEN and DARLENE L. IBSEN, as to an undivided 5% interest, and BENTON C. CAVIN and DOREEN N. CAVIN, as to an undivided 95% interest, hereinafter referred to as "Ibsen/Cavin", MURCON DEVELOPMENT, INC., as to an undivided one-half interest, NORBERT HANNON, as to an undivided one-half interest, hereinafter referred to as "Murcon/Hannon", and GARY B. MURRAY and PAULITE MURRAY, hereinafter referred to as "Murray",

WHEREAS, Ibsen/Cavin owns 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, Murcon/Hannon owns the property more particularly described as Lot 2 of the Amended Plat of a portion of Houston Lakeshore Tracts, records of Flathead County, Montana, and

WHEREAS, Murray owns the property more particularly described as Lot 3 of the Amended Plat of a portion of Houston Lakeshore Tracts, records of Flathead County, Montana, and

WHEREAS, an easement was created by instrument recorded February 13, 1985 as Document No. 8504411360, records of Flathead County, Montana, to provide a permanent easement for roadway and utility purposes along the existing one-lane gravel roadway then providing access to said Lots 1, 2 and 3, and

WHEREAS, the parties desire to amend said original easement to reflect the location of the roadway and utilities as is more particularly portrayed pursuant to Exhibit "A" and Exhibit "B" attached hereto and by reference made part of this agreement, and further to provide for separate and specific locations for said roadway and utilities,

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties agree as follows:

1. All terms and conditions of that Easement Agreement dated December 20, 1984, recorded February 13, 1985 under Document No. 8504411360, records of Flathead County, Montana, pertaining to the Roadway Easement as contained in Paragraphs 1, 2 and 4 shall and are by this document amended. In the event there is any conflict and/or discrepancy in the terms and conditions provided in the document dated December 20, 1984, and this document, this document shall control. All or any terms or conditions of the document entitled "Easement

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Agreement" under date of December 20, 1984 are by this agreement terminated, modified, or superseded by the terms and conditions contained herein.

2. Ibsen as the fee owner of Lot 1, Murcon/Hannon as the owner of Lot 2, and Murray as the owner of Lot 3 hereby grant, bargain, sell and convey, each to the other, their heirs, successors and assigns, a permanent easement for roadway purposes along the existing paved roadway, the location of which is portrayed on Exhibit "B" for access to Lots 1, 2 and 3.

3. The costs of maintenance of the roadway shall be assessed one-third (1/3) each to the owners of the three lots herein described.

4. The width of the easement at the date of this agreement is approximately 20 feet, and it is contemplated that the width of the easement shall remain at approximately 20 feet. The parties agree that no improvements will be placed on any lot which infringe on this unimpeded width.

5. The parties hereto hereby grant, bargain, sell and convey, each to the other, their heirs, successors in interest and assigns, a permanent easement for utility purposes on Lots 2 and 3 adjoining the lot line on Lot 1 between Lots 2 and 3 from its intersection with the existing paved drive, 15 feet in width, approximately parallel to the existing roadway, then extending across Lot 1, until it reaches Houston Drive. The location of said utility easement is reflected on Exhibit "A" attached to this easement and by reference made part hereof.

6. Utilities placed in and on said easement hereafter shall be placed underground.

7. Murcon/Hannon will install private individual water and sewer lines from Houston Drive along said easement to a point adjacent to the particular property owned by each party to this agreement. In the case of Lot 1, said line shall be extended within this utility easement to the intersection of the easement herein described and the east side of the existing private road where same enters Lot 1. In the case of Lot 3, said lines will be extended within this utility easement to a point approximate to the mid point of Lot 3 adjacent to said easement, and in the case of Lot 2, to such point as agreed by Murcon/Hannon. Each party shall be responsible for all costs incurred by said party to connect private residence(s) to said individual lines and to connect said individual lines to the City of Whitefish system, together with all or any hook-up fees charged. Each party shall hereafter be responsible for maintenance costs of the individual lines serving their property.

8. This easement is appurtenant to and shall run with the lands heretofore described. This easement is binding upon the heirs, successors in interest and assigns of the parties hereto.

9. 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.

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

Ivan M. Ibsen _____

Darlene L. Ibsen _____

Benton C. Cavin
Benton C. Cavin

Doreen N. Cavin
Doreen N. Cavin

LOT 1

MURCON DEVELOPMENT, INC.

ATTEST:

By: _____

Norbert Hannon _____

LOT 2

Gary B. Murray _____

Pauline Murray _____

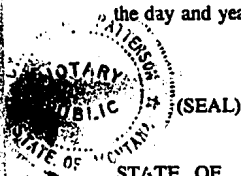
LOT 3

STATE OF Montana
County of Flathead; ss.

On this 16th day of November, 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.

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



[Signature]
Notary Public for the State of Montana
Residing at Winnifish
My commission expires 10/17/94

STATE OF _____)
: ss.
County of _____)

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.

(SEAL)

[Signature]
Notary Public for the State of _____
Residing at _____
My commission expires _____

STATE OF Montana)
: ss.
County of Flathead)

On this 10th day of ^{December} ~~October~~, 1992, before me, a notary public for the State of MT, personally appeared Murphy A. Heaman and Robert Heaman, 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.



[Signature]
Notary Public for the State of MT
Residing at Columbia Falls
My Commission expires 9-10-95

92346 16380

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

(SEAL)

Notary Public for the State of _____
Residing at _____
My commission expires _____

STATE OF California : ss.
County of Contra Costa

On this 17 day of ~~October~~ ^{November}, 1992, before me, a Notary Public for the State of California, 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.



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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 0193

State of California
County of Alameda

On 11-16-92 before me, Judy L. Hernandez, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC
personally appeared BENTON C. CAVIN
NAME(S) OF SIGNER(S)

personally known to me - OR - 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/her/their authorized capacity(ies), and that by his/her/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

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)

TITLE(S)
 PARTNER(S) LIMITED GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

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

OPTIONAL SECTION

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.

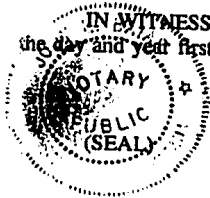
TITLE OR TYPE OF DOCUMENT Assessed real estate credit application
NUMBER OF PAGES 7 and other assessed credit application
DATE OF DOCUMENT 11-16-92
SIGNER(S) OTHER THAN NAMED ABOVE _____

STATE OF Montana)
: ss.
County of Flathead)

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On this 10th day of ^{December} ~~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.



Jody S. Bair
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 16th day of ^{November} ~~October~~, 1992, before me, a Notary Public for the State of Montana, personally appeared GARY B. MURRAY and PAULINE MURRAY, 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.



(SEAL)

C. Keith Patton
Notary Public for the State of Montana
Residing at Wahpeton
My commission expires 10/17/94

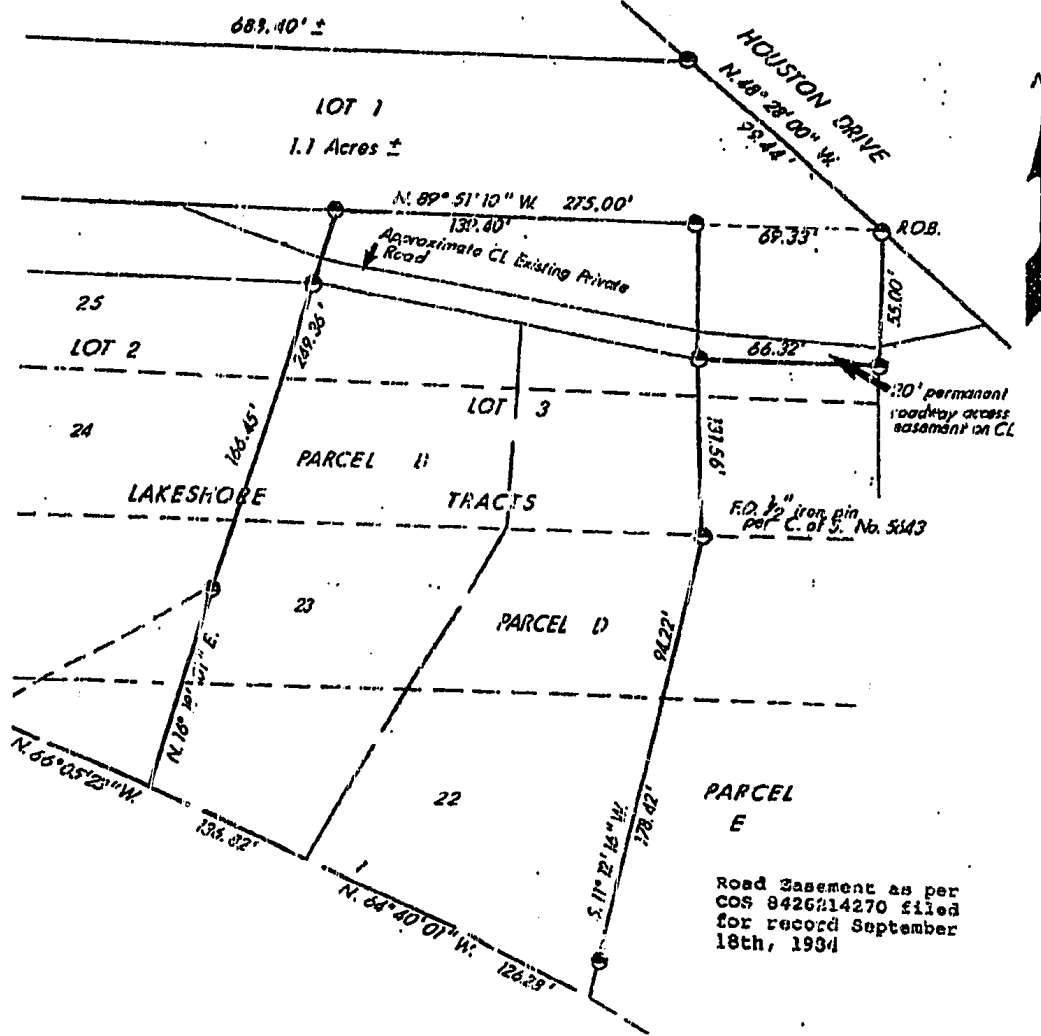
EXHIBIT "B"

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DOCUMENT IS ILEGIBLE AND NOT LEGIBLY REPRODUCIBLE.

ROADWAY EASEMENT

Lots 1, 2 and 3 of the Amended Plat of a portion of Houston Lakeshore Tracts Sec. 23, T. 31N., R. 21W., Flathead County Montana



Road Easement as per COS 8426214270 filed for record September 18th, 1994

STATE OF MONTANA, } ss
County of Flathead }

Recorded at the request of Murray et al
this 11 day of Dec 1992 at 4:32 o'clock P M and recorded in
the records of Flathead County, State of Montana.
Fee \$ 54.00 pd.

RECEPTION NO. 92346 16380

RETURN TO Murray et al
Box 728 Kalispell Mt 59903-0728

Susan A. Kavanagh
Flathead County Clerk and Recorder
Richard Estok
Deputy