

Rt: American Land Title
\$12.00



FILM 50 INC 506

62252

State of Mont., County of Gallatin, as Filed for record May 18 1979
at 1:00 P.M., and recorded in Book 50 of MISCELLANEOUS page 506
Lucille C. Bridges Recorder. By *Carol M. Taylor* Deputy

DECLARATION OF EASEMENTS
AND RIGHTS-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That PONDEROSA PINES RANCH, INC., a Montana corporation, having its business address at Bozeman, Montana, hereafter called the "Grantor", does hereby make, provide and grant to those persons described below those certain easements, rights-of-way and privileges hereafter defined.

1. GRANTEES: All of the persons who shall now or hereafter be purchasers not in default; grantees, owners and lessees of portions of the lands described on Exhibit "A", attached hereto and made a part hereof by incorporation, are hereinafter collectively referred to as the "Grantees." The lands as a whole described on Exhibit "A" are hereafter referred to as "Ponderosa Pines Ranch."
2. DESCRIPTION OF ROADWAY EASEMENTS: Each Lot of the Ponderosa Pines Ranch shall have appurtenant thereto access by way of an easement and right-of-way thirty feet (30') in width. As of the date hereof, the location of certain of said easements has not been determined by the Grantor. The Grantor reserves the right to determine the location of such access easements, the centerlines of which shall, insofar as practicable, coincide with the boundaries between Lots of Ponderosa Pines Ranch, the Grantor to consider, in determining the location, the topography and soil conditions of the lands concerned.
3. USE OF ROADWAY EASEMENTS: The above-described roadway easements shall be used in common with the Grantor and all Grantees for ingress and egress for all purposes to and from their respective Lots; for the construction, repair and maintenance of roadbeds and road surfaces which exist or may be placed thereon; for the use, construction, maintenance and repair of utility lines, pipelines, water

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storage facilities, wells and springs together with all apparatus associated therewith; the taking of surface water located within the same and for all transportation uses by the Grantor, the Grantees and their respective employees, families and guests.

4. GRANTS AND RESERVATIONS OF EASEMENTS AND RIGHTS-OF-WAY:

The Grantor hereby grants to the Grantees a perpetual, non-exclusive easement and right-of-way in, over, under and across the said roadway easements for the purposes and uses above set forth in common with the Grantor and all other Grantees, Reserving to the Grantor its rights as expressed in this instrument.

5. RESERVATION OF RELOCATION RIGHTS:

The Grantor hereby expressly reserves the right to determine the location of all roadway easements and to relocate the same wherever it shall be deemed necessary by the Grantor by reason of topography and soil conditions.

6. CONSTRUCTION AND MAINTENANCE OF ROADS:

The Grantor shall not be responsible for either the construction, repair or maintenance of roadways within the said easements, nor shall the Grantor be liable to any Grantee or third person for damages arising from the use or the locating of said easements. Monies received from the general maintenance assessment shall be used for maintenance and upkeep of existing improvements so long as such monies shall be received and administered by the Grantor.

7. RESERVATION OF FARMING AND GRAZING RIGHTS:

The Grantor reserves the right to farm and to graze any Lot within Ponderosa Pines Ranch until such Lot shall be physically occupied by its Grantee.

8. CONDITIONAL GRANT:

The Grants herein made are CONDITIONED UPON the acceptance of all of the provisions contained in this instrument. The use of any easement herein

described by any Grantee shall conclusively establish acceptance by such Grantee of all of the provisions, conditions and reservations set forth herein.

9. SUCCESSION AND APPLICABILITY:

The grants and reservations herein made shall run in favor of and be binding upon the Grantor and the Grantees and its and their respective heirs, executors, administrators, assigns and successors in interest, forever, such easements as hereby granted and reserved being covenants running with the land.

10. WAIVER OF GRANTOR'S RIGHTS:

The Grantor may at any time after the recording of this instrument waive, release or transfer to any Grantee any of the rights, reservations and privileges by it herein retained. The Grantor shall not expand or enlarge such rights and privileges. No such waiver, release or transfer shall be valid unless expressed in a writing executed by the Grantor or its successors in interest.

11. RECORDING:

This declaration shall be recorded in the Office of the Recorder, Gallatin County, State of Montana. It shall be binding upon the Grantor, the Grantees and all persons claiming under them and shall affect all lands described on Exhibit "A". From and after the date of such recording, the provisions hereof may be incorporated into any other instruments affecting any of the lands described on Exhibit "A" by referring to the Book (Film) and Page numbers in which this Declaration shall be recorded.

IN WITNESS WHEREOF, the Grantor pursuant to resolution of its Board of Directors has caused the presents to be duly executed by its President on this 12th day of April, 1979.

PONDEROSA PINES RANCH, INC.

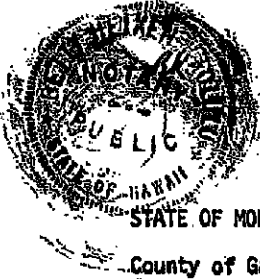
By Roberta Moche
ROBERTA MOCHE, Its President,
"Grantor"



STATE OF HAWAII }
CITY AND COUNTY } SS
OF HONOLULU }

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On this 12th day of April, 1979, before me,
a Notary Public in and for said State, personally appeared before
me ROBERTA MOCHE, known to me to be the President of the corporation
that executed this instrument and that she executed the same on
behalf of said corporation and acknowledged to me that it is the
free act and deed of the corporation.



Beth Heiker Koolulu
Notary Public, First Judicial Circuit
State of Hawaii

My Commission expires March 26, 1983.

STATE OF MONTANA)
: SS
County of Gallatin)

I hereby certify that this instrument was filed for record
at _____ minutes past _____ o'clock _____ M., this
_____ day of _____, 19____, in my office, and duly
recorded in Book _____ of _____
at Page _____.

County Clerk and Recorder

By _____
Deputy Recorder

Fees: \$ _____

Please Return to: PONDEROSA PINES RANCH, INC.
P. O. Box 3620
Honolulu, Hawaii 96811

Township 3 North, Range 3 East, M.P.M.

Section 1: All
 Section 2: All
 Section 3: All
 Section 6: All, EXCEPT the $N\frac{1}{2}SW\frac{1}{2}SW\frac{1}{2}NW\frac{1}{2}$, and the $NW\frac{1}{2}SW\frac{1}{2}NW\frac{1}{2}$
 Section 7: $E\frac{1}{2}$, $SW\frac{1}{2}$, Lots 1 and 2 and the $E\frac{1}{2}$ of the $NW\frac{1}{2}$
 Section 8: $SW\frac{1}{2}$, all that part of the $NW\frac{1}{2}$ of Section 8, described as follows: Commencing at the West Quarter Corner of said Section 8, thence North along the West line of said Section to the Northwest corner; thence in a straight line Southeast to the center of said Section; thence west along the center line of said section to the point of beginning. The $SE\frac{1}{4}$, EXCEPTING therefrom a tract of land in the Northeast corner more particularly described as follows: Commencing at the East Quarter corner of said section thence South along the East line of said Section a distance of 1320 feet; thence in a straight line Northwest to a point in the East-West center line of said Section, which point is 660 feet West of the East line of said Section; thence East along said Center line a distance of 660 feet to the point of beginning.

Section 10: All
 Section 11: All
 Section 12: $N\frac{1}{2}NW\frac{1}{2}$, and the $SW\frac{1}{2}NW\frac{1}{2}$, $NE\frac{1}{4}$ and the $NE\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{2}NW\frac{1}{2}$, $SW\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{4}$, $SE\frac{1}{2}SE\frac{1}{4}$
 Section 13: All
 Section 14: All
 Section 15: All
 Section 17: All
 Section 18: All
 Section 19: All

Township 4 North, Range 3 East, M.P.M.

Section 19: Lots 1, 2, 3, and 4, $S\frac{1}{2}SE\frac{1}{4}$, $NE\frac{1}{2}SE\frac{1}{4}$, lying South and East of the Railroad right-of-way.
 Section 20: All that part of the $NW\frac{1}{2}$ lying South and East of the Railroad right-of-way.
 Section 29: All that part of the $W\frac{1}{2}$ of Section 29, described as follows: Beginning at the Northwest corner of said Section 29, thence East along the North line of said Section a distance of 1500 feet to a point; thence from said point in a straight line in a southwesterly direction to a point on the South line of said Section 29, which point is 660 feet east of the Southwest corner of said Section 29; thence West along the South line of said Section 29 a distance of 660 feet to the Southwest corner of said Section; thence North along the west line of said Section 29 a distance of 5280 feet to the point of beginning;
 Section 30: All
 Section 31: All
 Section 35: $S\frac{1}{2}$

Township 3 North, Range 2 East, M.P.M.

Section 1: All, lying East of the Railroad right-of-way, EXCEPTING the $E\frac{1}{2}NE\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ and the $E\frac{1}{2}NE\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$
 Section 12: All that part of the $SE\frac{1}{4}$ lying East of the right-of-way of the Northern Pacific Railway Company and all that part of the $NE\frac{1}{4}$, lying East of the right-of-way of the Northern Pacific Railway Company.
 Section 13: All that part of Section 13, lying East of the right-of-way of the Northern Pacific Railway Company.

Township 4 North, Range 2 East, M.P.M.

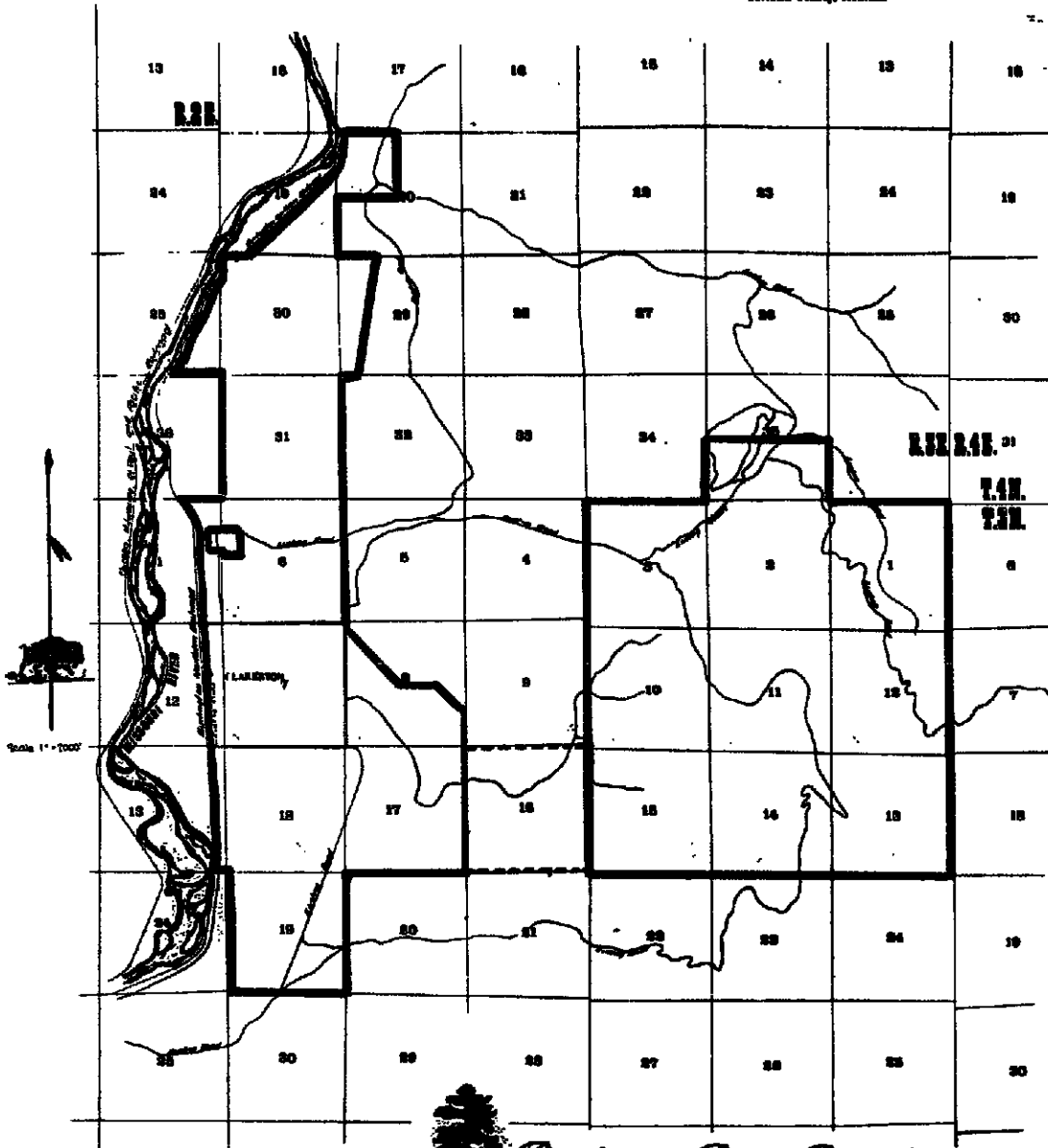
Section 25: Lots 1, 2, 3, $SE\frac{1}{2}SE\frac{1}{4}$, lying East of the right-of-way of the Northern Pacific Railway Company.

Prepared for:

South Seas Land, Ltd.
Newcastle, England

FILM **50 48 511**

Principal Meridian, Section
Gallatin County, Montana



Ponderosa Pines Ranch