

Lion mtn
22-31-22

93341/0370

EASEMENT FOR SEWER PURPOSES

This Easement is from LION MOUNTAIN, INC., a Montana corporation, of 101 Lakeside Blvd., Lakeside, MT 59922 ("Lion Mountain, Inc."), to LION MOUNTAIN SEWER SYSTEM ASSOCIATION, INC., a Montana corporation, of _____, Whitefish, MT 59937 ("Sewer System Association"). The parties agree as follows:

1. Lion Mountain, Inc. Property. Lion Mountain, Inc. is the owner of the property described on Exhibit "A" attached hereto.

2. Sewer System Association. The Sewer System Association is the owner and operator of a sewer system which serves the following-described property located in Flathead County, Montana:

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Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 17, 19, 20 and 21 of Lion Mountain Subdivision No. 6, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

3. Grant of Easement - Sewer Lines. For and in consideration of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Lion Mountain, Inc. does hereby grant to the Sewer System Association and its successors and assigns a perpetual, non-exclusive easement over and across the following property in Flathead County, Montana:

- a. All of the roadways, including roadways identified as "60' Private Road and Utility Easement" or "60' Utility Easement and Emergency Road," in Lion Mountain Subdivision No. 6;
- b. The "20' Sewer Line Easement" across Lot 17, Lion Mountain Subdivision No. 6;
- c. The "30' Water and Sewer Line Easement" across Lot 8, Lion Mountain Subdivision No. 6; and
- d. The property described on Exhibit "A" attached hereto,

to construct, maintain and repair underground sewer lines and other equipment, including check and ball valves and valve boxes, filter tanks, filters, siphon tanks, siphons, and other equipment or apparatus to transport sewage from the lots within Lion Mountain Subdivision No. 6 to the drainfield area described below.

4. Grant of Easement - Drainfield Area. For and in consideration of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Lion Mountain, Inc. does hereby grant to the Sewer System Association and its successors and assigns a perpetual, non-exclusive easement over and across the property described on Exhibit "A" to construct, maintain and repair a drainfield and for a replacement drainfield area upon those portions of the property described on Certificate of Survey No. _____ as "Drainfield and Replacement Easement."

5. Non-Exclusive. The parties acknowledge and agree that the easements granted herein are non-exclusive and that Lion Mountain, Inc. shall have all possession and use of the property subject to the easements, provided that such use is not inconsistent with the easements granted herein.

6. Additional Users. Lion Mountain, Inc. shall have the right to permit additional users to hook onto and make use of the lines, apparatus, and drainfield described herein, all as provided

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in the Declaration of Covenants, Conditions and Restrictions for Lots Served by the Lion Mountain Sewer System in which Lion Mountain, Inc. is the Declarant. Lion Mountain, Inc. may assign, in whole or in part, its right to add users to the septic system, in which event the assignee shall be subject to the terms and conditions hereof.

7. Successors. The burdens and benefits of this agreement shall attach to and run with the respective properties described herein and shall be binding upon and for the benefit of the parties hereto and their respective heirs, successors and assigns.

DATED this 31st day of October, 1993.

LION MOUNTAIN, INC.,
a Montana corporation

By: [Signature]
Its: [Signature]

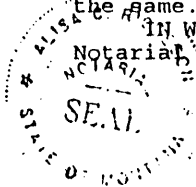
LION MOUNTAIN SEWER SYSTEM
ASSOCIATION, INC.,
a Montana corporation

By: [Signature]
Its: [Signature]

STATE OF MONTANA)
 : ss
County of Flathead)

On this 31st day of October, 1993, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Bryan T. Crutcher, known to me to be the President of LION MOUNTAIN, INC., the corporation that executed the within instrument, 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 Montana
Residing at Kalispell, Montana
My commission expires 7/2/96

STATE OF MONTANA)
 : ss
County of Flathead)

On this 31st day of October, 1993, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Bryan T. Crutcher, known to me to be the President of LION MOUNTAIN SEWER SYSTEM ASSOCIATION, INC., the corporation that executed the within instrument, 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 Montana
Residing at Kalispell, Montana
My commission expires 11/2/96

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EXHIBIT "A"

A TRACT OF LAND, SITUATED, LYING, AND BEING IN WEST HALF OF THE SOUTHEAST QUARTER AND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M., M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT: :

Commencing at the northwest corner of Lot 17, Lion Mountain Subdivision No. 6 (records of Flathead County, Montana); Thence S84°16'10"E and along the north boundary of said Lot 17 a distance of 275.59 feet to a found iron pin and THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence N03°44'47"E 34.26 feet; Thence N29°49'58"E 65.76 feet; Thence N07°47'23"E 471.30 feet; Thence N82°12'37"W 10.00 feet; Thence N07°47'23"E 25.00 feet; Thence N30°47'23"E 120.00 feet; Thence S59°12'37"E 84.23 feet; Thence N75°17'34"E 80.23 feet; Thence S89°42'16"E 62.10 feet to a set iron pin; Thence N49°07'46"W 74.84 feet to a set iron pin; Thence N09°25'16"E 154.84 feet to a set iron pin; Thence N72°14'46"E 192.13 feet to a set iron pin; Thence N22°24'41"E 189.00 feet to a set iron pin; Thence S88°01'50"E 184.91 feet to a set iron pin; Thence N79°46'29"E 176.11 feet to a set iron pin; Thence S00°17'59"W 146.01 feet to a set iron pin; Thence S84°11'28"W 205.27 feet to a set iron pin; Thence S49°41'02"W 164.66 feet to a set iron pin; Thence S08°41'38"W 122.31 feet to a set iron pin; Thence S53°55'07"W 176.08 feet to a set iron pin; Thence N75°52'47"W 37.60 feet to a set iron pin; Thence N61°58'33"W 18.33 feet to a set iron pin; Thence N89°42'16"W 97.51 feet; Thence S75°17'34"W 97.94 feet; Thence S30°47'23"W 140.00 feet; Thence N59°12'37"W 31.04 feet; Thence S07°47'23"W 434.75 feet; Thence S29°49'58"W 65.02 feet; Thence S03°44'47"W 30.32 feet to a found iron pin on the north boundary of said Lot 17; Thence N84°16'10"W and along said north boundary 20.01 feet to the point of beginning.

Subject to and together with all appurtenant easements of record.

All as shown on Certificate of Survey No. 11514.

STATE OF MONTANA,)
County of Flathead) ss

Recorded at the request of SANDS SURV'G
this 7 day of DEC, 19 93 at 10:37 o'clock AM and recorded in
the records of Flathead County, State of Montana.

Fee \$ 18.- Pd.

Susan A. Haverfield
Flathead County Clerk and Recorder

RECEPTION NO. 93341/0370

RETURN TO LION Mtn INC

Sherry L Singleton
Deputy

GRK Mtn Lodge 411493 - FA 1000 - PO 11100 - 59937