## **EASEMENT**

This Easement is by and between LION MOUNTAIN, INC., a Montana corporation, as owner of the property described on Exhibit "A" attached hereto (the "Grantor"), and LION MOUNTAIN, INC., a Montana corporation, as owner of Lot 10 of Lion Mountain, Phase 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 (the "Grantee"). The parties agree as follows:

- 1. <u>Grantor's Property</u>. Grantor is the owner of the property described on Exhibit "A" attached hereto (the "Grantor's Property").
- 2. <u>Grantee's Property</u>. Grantee is the owner of Lot 10 of Lion Mountain, Phase 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 (the "Grantee's Property").
- 3. Grant of Easement. For and in consideration of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant to Grantee and its successors and assigns a perpetual, non-exclusive easement over the Grantor's property for ingress, egress and utilities. The easement way is diagrammed approximately on Exhibit "B" attached hereto. The easement is for the benefit of and shall be appurtenant to the Grantee's Property. The easement granted herein is not exclusive, and Grantor and its successors and assigns shall have all possession and use of the Grantor's Property not inconsistent with the easement granted herein.
- 6. Non-Merger. It is acknowledged that at present Grantor's Property and Grantee's Property are owned by the same person or entity. However, it is anticipated that the common ownership of these two properties will be severed at some time in the future. It is the express intent of Grantor and Grantee that the easement provided herein shall not be deemed to be merged or ineffective by reason of the present common ownership of the two properties. If for any reason the present common ownership of the two properties is deemed to cause a merger or otherwise render this easement ineffective, this easement shall be deemed granted and in full force and effect at such time as the common ownership is severed by conveyance of one of the properties to a third party.
- 7. <u>Successors</u>. The burdens and benefits of this easement 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 \_\_\_\_\_\_ day of December, 1993.

Grantor:

LION MOUNTAIN, INC.,

a Montana corporation

BA:

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Grantee:

LION MOUNTAIN, INC.,

a Montana corporation

By: Smen

Its:

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STATE OF MONTANA ) : ss County of Flathead )

On this 14h day of December, 1993, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared 15 10 T. Oration, 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.

SEAL OF MONTA

Notary Public for the State of Montana Residing at Kalipull, Montana My commission expires 7/2/96

STATE OF MONTANA

: ss

County of Flathead )

On this 7th day of December, 1993, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared 100 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.

C. RIC OTANA OF US

Notary Public for the State of Montana Residing at Muspell, Montana My commission expires 7/3/3/

## EXHIBIT A

An easement, for the purpose of a driveway access to Lot 10 of Lion Mountain Subdivision No. 6:

A tract of land, situated, lying, and being in the Northeast Quarter of the Northwest Quarter of Section 27, Township 31 North, Range 22 West, P.M., M., Flathead County, Montana, and more particularly described as follows to wit:

Commencing at the southeast corner of the Northeast Quarter of the Northwest Quarter of Section 27, Township 31 North, Range 22 West, P.M.,M., Flathead County, Montana, which is a found iron pin; Thence S89°08'18"W and along the south boundary of the said NE1/4NW1/4 a distance of 198.07 feet to a set iron pin which is the southeast corner of Lot 10 of Lion Mountain Subdivision No. 6, (records of Flathead County, Montana); Thence N05°01'00"E and along the east boundary of said Lot 10 a distance of 339.59 feet to a set iron pin and the TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: Thence continuing N05°01'00"E 60.00 feet to a set iron pin which is on a 130.00 foot radius curve, concave northeasterly, (radial bearing N46°12'35"E); Thence southeasterly along said curve through a central angle of 35°12'35" an arc length of 79.89 feet to a set iron pin; Thence S79°00'00"E 66.21 feet to a set iron pin; Thence N76°56'42"W 134.99 feet to the point of beginning.

