

EASEMENTS

COVENANT

Grantors/Grantees:

WITNESSETH: that the Grantors, Alexander M. Dixon and Mary Nan D. Dixon, aka Nancy D. Dixon, husband and wife, with an address of P.O.Box 299, Columbus, MT 59019, the owners of the legal and equitable title to the following described real estate ("Grantors") in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby covenant, assign, grant and convey to Scott R. Gross and Diana G. Gross, husband and wife, with an address of P.O.Box 1410, Columbus, MT 59019 ("Grantees") certain rights and privileges with respect to certain specific future easements to Beartooth Electric Cooperative, Inc. that may be granted over Grantors' real property and premises (the "Property"), situated in Stillwater County, State of Montana to wit:

Those portions of Tracts 26, 27, 28, and 29 of Certificate of Survey No. 210804.

Basis:

Grantors have already conveyed an easement across said Property for the benefit of Beartooth Electric Cooperative, Inc. (the "Existing Easement") with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating and replacing an electric distribution line and appurtenances (the "Distribution Line"). Said Existing Easement is Attachment One to this covenant.

Purpose:

Grantors hereby grant, covenant and convey to Grantees, who are the owners of Tracts 19, 23, and 24 of Certificate of Survey No. 210804 the right, privilege, and ability to approve or disapprove any extension or branch to the Distribution Line of the Existing Easement as shown on the map of Attachment One. Except that such approval shall not apply to any said extension or branch which serves said Grantors Property only.

In the event that any extension or branch of the Existing Easement or Distribution Line is requested by any party, except to the extent said extension or branch serves solely the Property, Grantors shall notify Grantees for their approval or disapproval of said extension or branch.

The purpose hereof is to give Grantees the right, privilege, and ability to approve or disapprove an extension or branch of the Existing Easement or Distribution Line that may serve lots other than the Property.

This right and privilege is personal to the Grantees only and shall not run with their land. This Covenant is, however, binding upon Grantors and their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 7th day of December, 2007.

Grantors:

By:

Alexander M. Dixon
Alexander M. Dixon

By:

Mary Nan D. Dixon
Mary Nan D. Dixon, aka Nancy D. Dixon

STATE OF Nebraska

: ss.

COUNTY OF Butler

This instrument was acknowledged before me on December 7th, 2007, by Alexander M. Dixon and Mary Nan D. Dixon, aka Nancy D. Dixon

Kathleen M Janak
Signature of Notary

Kathleen M. Janak

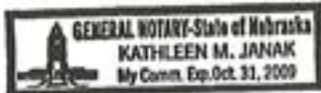
Print Name:

(SEAL)

Notary Public for the State of Nebraska

Residing at Brainard, Nebraska

My Commission Expires: 10-31-2009



This document consists of two pages plus an attachment.

305891

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2/3 1/2 (1/5)

WARRANTY DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, **ALEXANDER M. DIXON** and **MARY NAN DWIRE DIXON**, f/k/a **NANCY DWIRE DIXON**, of P. O. Box 299, Columbus, MT 59019, hereby grant unto

JAMES O. NELSON and **DANA A. NELSON**, of P. O. Box 592, Columbus, MT 59019-0592, as **JOINT TENANTS with the right of survivorship**, the real property in Stillwater County, Montana, more particularly described as:

RIVER VIEW ACRES

Tract 30 as shown on Certificate of Survey No. 210804;

EXCEPTING AND RESERVING unto the Grantors, their heirs, personal representatives, successors and assigns, a permanent, non-exclusive easement and right-of-way thirty feet (30') in width with the center line of said easement and right-of-way being the center line of the existing trail which follows the general route shown on attached Exhibit A for purposes of ingress to and egress from the Tracts shown on Certificate of Survey No. 210804, owned by Grantors as of the date of this instrument.

EXCEPTING AND RESERVING unto the Grantors, their heirs, personal representatives, successors and assigns, the right to use, maintain and repair the existing irrigation ditch which crosses the above-described Tract 30 along the south side of the pasture to carry water to Tracts 28 and 29 as shown on Certificate of Survey No. 210804.

EXCEPTING AND RESERVING unto the Grantors, their heirs, personal representatives, successors and assigns, an easement and right-of-way fifteen feet (15') in width to use, maintain and repair the existing water line which runs across the above-described Tract 30 to the north and west sides of the existing house.

EXCEPTING AND RESERVING unto the Grantors, their heirs, personal representatives, successors and assigns, easements and rights-of-way fifteen feet (15') in width over, under and across the pasture area located at the north end of the above-described Tract 30 to be used for the installation, repair and maintenance of utilities and a water line.

TO HAVE AND TO HOLD unto the Grantees, the survivor thereof, and to the heirs, successors and assigns of such survivor, forever, **SUBJECT TO THE FOLLOWING:**

- (a) Reservations and exceptions in patents from the United States or the State of Montana;
 - (b) All existing easements and rights-of-way and appurtenances thereto, as now located on, over, under and across the property whether shown by public record or visually discernible upon the property;
 - (c) All building, use, zoning, sanitary and environmental restrictions;
 - (d) Terms and conditions of Restrictions attached to and Easement(s) as shown on Certificate of Survey No. 210804, filed June 25, 1974;
 - (e) Reservations and Easement as shown in Warranty Deed recorded November 19, 1990, in Deed Book 103, Page 330;
 - (f) License Agreement recorded July 13, 2001, under Document No. 303722;
 - (g) License granted by Grantors to Robert Merrill Smith and Constance Kaye Smith, current owners of Tract 32 as shown on Certificate of Survey No. 210804, to cross the above-described Tract 30;
 - (h) Taxes and assessments for 2001 and subsequent years;
 - (i) Minerals and royalty reservations or conveyances of record.
- County road rights-of-way not recorded and indexed as a conveyance in the office of the Clerk and Recorder of Stillwater County pursuant to Title 70, Chapter 21, MCA.

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TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or any wise appertaining.

EXCEPT with reference to items referred to in paragraphs (a) to (j) inclusive, this Deed is given with the usual covenants expressed in Section 30-11-110, M.C.A.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 10th day of December, 2001.

Alexander M. Dixon

ALEXANDER M. DIXON

Mary Nan Dwire Dixon

MARY NAN DWIRE DIXON, f/k/a NANCY DWIRE DIXON

By: Jeffery J. Yurko
JEFFERY J. YURKO, Attorney-in-Fact

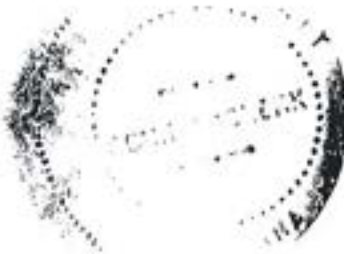
By: Jeffery J. Yurko
JEFFERY J. YURKO, Attorney-in-Fact

STATE OF MONTANA)
) ss.
County of Stillwater)

This instrument was acknowledged before me on December 20, 2001, by JEFFERY J. YURKO, Attorney-in-Fact for ALEXANDER M. DIXON and MARY NAN DWIRE DIXON, f/k/a NANCY DWIRE DIXON.



Jean A. Kienitz
Print Name Jean A. Kienitz
Notary Public for the State of Montana.
Residing at Columbus, Montana.
My commission expires 8-13-04



CHECKED MB
INDEXED MB
SCANNED MB

Office of Clerk and Recorder
Stillwater County, Montana

I hereby certify that the within instrument was Recorded on the 21st day of December, 20 01 at 2:49 o'clock P.M. and was duly indexed in Book of Deeds Document # 305891

Janet A. Ashmore Recorder
FEE: \$ 12.00 PD # of pages in document 2
Return to: Stillwater Abstract

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1/3 (3/5)

Stillwater County

P.O. Box 149 Columbus, MT 59019 Phone: (406) 322-8000

Fax: (406) 322-8007 E-mail: pmishler@co.stillwater.mt.us

Clerk & Recorder
Pauline M. Mishler

STATE OF MONTANA)

County of Stillwater)

I, Pauline M. Mishler, County Clerk & Recorder in and for said County of Stillwater, in the State of Montana, do hereby certify that the attached instrument is a full, true, and complete transcript of the: **WARRANTY DEED**
which was recorded/filed in this office on December 21, 2001 at 2:49 p.m. admitted to record as Document Number 305891, records of Stillwater County, Montana.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my seal of office the 29 day of September 2008.

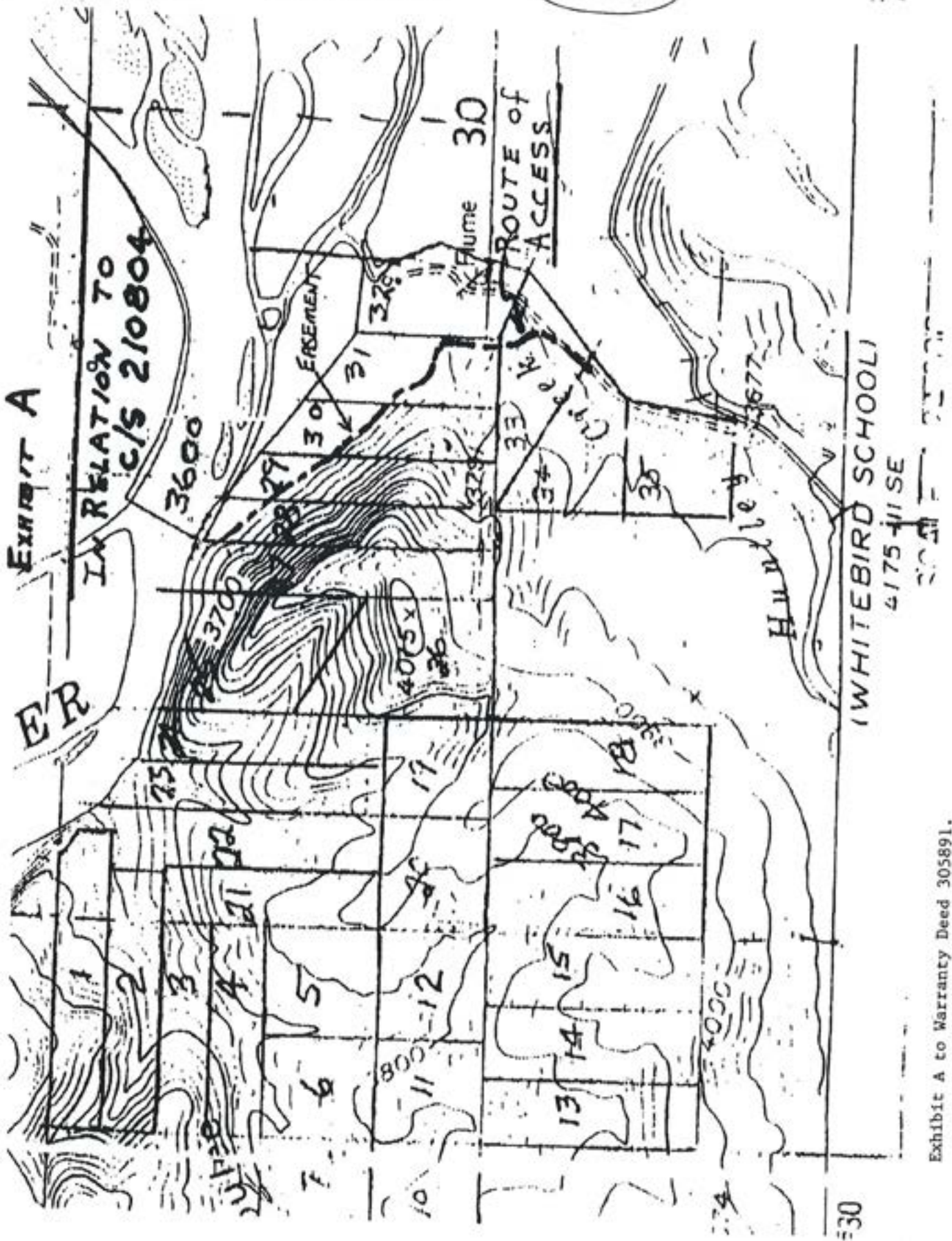


Pauline M. Mishler
Pauline M. Mishler/ Clerk & Recorder

Lynn Robinson
By Lynn Robinson

\$3.00
Fee

3
Pages



337895

5/5

337895 DEEDS Pages: 5
STATE OF MONTANA STILLWATER COUNTY
RECORDED: 10/01/2008 10:52 KOI: WARRANTY D
Pauline Mishler CLERK AND RECORDER
FEE: \$35.00 BY: *Pauline Mishler*
TO: STILLWATER ABSTRACT P.O. BOX 806, COLUMBUS, MT 59019

Easement per seller

Re: Personal license

Robert and Constance have occasionally called and asked if we minded if they walked in the area known as the wet lands to look at the Osprey and wild flowers, and they occasionally ask if they can go up to the flat part of the upper mountain to gather pine cones as they use them in the winter to start their wood stove

Personal License

Purpose:

The purpose of this License is to provide occasional recreational access to the Yellowstone River for the Licensee across the Licensors property.

Licensors/Licensee:

This license is between the Licensors, Alexander M. Dixon and Mary Nan Dwire Dixon FKA Nancy Dwire Dixon, husband and wife, with an address of PO Box 246, Brainard, NE 68626 and the Licensee, Robert M. Smith and Constance K. Smith, husband and wife, with an address of 28 Gateway Drive, Columbus, Montana 59019.

Subject Properties:

The subject properties are shown on Certificate of Survey C.O.S. 229501 and C.O.S. 210804, River View Acres, in Stillwater County, Montana. The Licensors are the owners of the Tracts defined as Tracts 31, 29, 28, 27 and 25 on C.O.S. 210804 and 16.472 acres in C.O.S. 229501, Stillwater County.

The Licensee, Smith, is the owner of Tract 32 on C.O.S. 210804.

Terms:

This license shall be as follows: The Licensee shall be granted access to the Yellowstone River across Tracts 31, 29, 28, 27 and 25 of C.O.S. 210804 to gain access to the water line along Tracts 28, 27 and 25. For reference, the Licensee has previously reserved access across Tract 30 as described on Deed 337895. The Licensee shall also be granted access to the Yellowstone River across the Tract defined as 16.472 acres in C.O.S. 229501.

This access is granted for occasional recreational purposes to Smith and their guests only.

This right and privilege is personal to the present owners of Tract 32, Smiths only, and shall not run with their land. This License is, however, binding upon Licensor and their heirs, successors and assigns.

IN WITNESS WHEREOF, the following party has hereunto signed this document as of the day and year herein written.



Alexander M. Dixon

Date: 3-24-2010



Mary Nan Dwire Dixon, FKA Nancy Dwire Dixon

STATE OF NEBRASKA

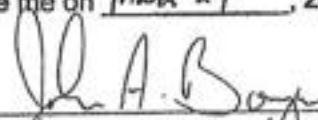
)

: ss.

County of Butler

)

This instrument was acknowledged before me on March 24, 2010, by Alexander M. Dixon and Mary Nan Dwire Dixon.



Print Name John A. Bongers

Notary Public for the State of Nebraska

Residing at Brainard, Nebraska

My commission expires March 17, 2014

(SEAL)



This document consists of 2 pages.

Easement per seller

Re: License Agreement

When we purchased the property in July of 2011 Ty & Jen France came to visit us and said they would not bother us or come onto our land to use the fishing hole. Since we have occupied this property, they have never bothered us or have ever used the fishing hole.

LICENSE AGREEMENT

THIS AGREEMENT made effective as of July 13, 2001, by and between Alexander M. Dixon and Mary Nan Dwire Dixon, formerly known as Nancy Dwire Dixon, of P. O. Box 299, Columbus, MT 59019, (Licensors); and

Ty E. France and Jennifer J. France, of P. O. Box 768, Columbus, MT 59019, (Licensees).

The parties agree as follows:

1. In consideration of Licensees' promises contained in this Agreement, Licensors grant Licensees the right, at Licensees' own risk, to cross the land described below along the specific route described below in order to access the Yellowstone River for the sole purpose of non-commercial recreational use at the fishing hole area East of the large rock on Tract 27 of River View Acres as shown on Certificate of Survey No. 210804.

2. Licensees shall be entitled to cross the following described lands located in Stillwater County, Montana:

Tracts 28, 29, 30, 31 and 33 of River View Acres as shown on Certificate of Survey No. 210804.

3. Access across Licensors' lands shall be limited to the existing route running from the existing road, then westerly along the South side of the pasture at the base of the hill in the vicinity of the existing irrigation ditch as described on attached Exhibit A.

4. Licensees shall have no right to improve or otherwise modify the existing route without the express written consent of the Licensors which may be withheld in Licensors' sole discretion.

5. The License granted herein is personal to the Licensees and any guests accompanied by Licensees and may not be transferred or conveyed by Licensees, in whole or in part, and shall not inure to the successors or assigns of the Licensees.

6. This License shall be used solely for non-commercial recreational use and for no other purpose.

7. Licensees shall indemnify and hold Licensors, their heirs, successors, and assigns, harmless from and against any and all loss and damage caused by the Licensees' exercise of their rights granted hereunder, including any attorney's fees and costs which might be incurred by the Licensors in enforcing the terms and conditions of this License Agreement.

303722

8. Licensors, in their sole discretion, may install fences, gates, or livestock passes across the above-described route.

9. In the event that Licensees violate the terms and conditions of this License Agreement, Licensors shall provide Licensees with written notice specifying the nature of Licensees' default. If Licensees fail to correct the specified default(s) within three (3) days of the receipt of such notice, Licensors may elect to terminate this License Agreement without further notice. Notice shall be deemed sufficiently given when sent by *certified or registered mail* to the address of the Licensees as set forth at the beginning of this Agreement.

10. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

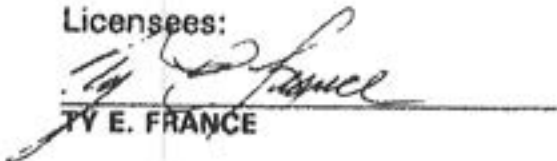
11. The provisions of this License Agreement shall be binding upon and for the benefit of the Licensors, their heirs, successors, and assigns.

Licensors:


ALEXANDER M. DIXON


MARYNAN DWIRE DIXON, formerly
known as NANCY DWIRE DIXON

Licensees:


TY E. FRANCE


JENNIFER J. FRANCE


STATE OF MONTANA)

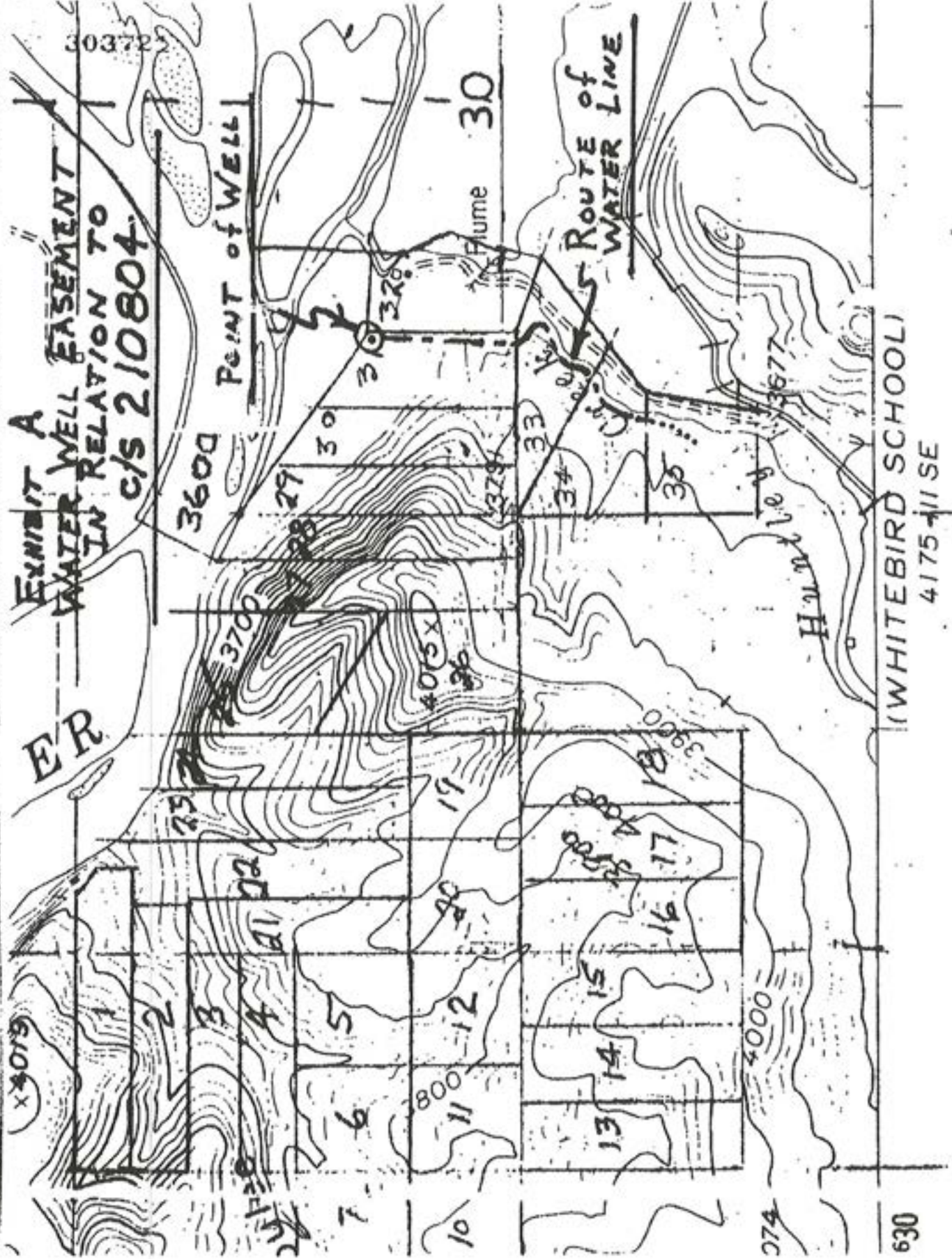
: ss.

County of Stillwater)

This instrument was acknowledged before me on July 13, 2001, by ALEXANDER M. DIXON and MARY NAN DWIRE DIXON, formerly known as NANCY DWIRE DIXON.




Notary Public for the State of Montana.
Residing at Columbus, Montana.
My commission expires 2-13-04.



Toni & Rory Anderson
Po Box 906
Columbus, MT 59019

363845 DEEDS Page: 1 of 1
STATE OF MONTANA STILLWATER COUNTY
RECORDED: 11/9/2015 1:49 PM KOI: QUIT CLAIM DEED
Heidi Stadel CLERK AND RECORDER
Fee: 17.00 BY: Heidi Stadel
TO: TONI AND RORY ANDERSON PO BOX 906 COLUMBUS, MT 59019

QUITCLAIM DEED

Agreement set forth this 9th day of November, 2015.
in the county of Stillwater in the state of Montana.

Indenture is made between Scott & Valerie Morrison, of the city and state of
Columbus, Montana who shall be identified as GRANTOR,
and
Toni & Rory Anderson who is identified as the GRANTEE.

The GRANTOR, on behalf of partners, heirs or successors for and in consideration of the sum of
\$ 0 conveys and quit claims the current possession of the following property that bears
the legal description of: River View Acres. Certificate of Survey # 363442
area of boundry Relocation as shown in certificate Lot 31A

to the GRANTEE.

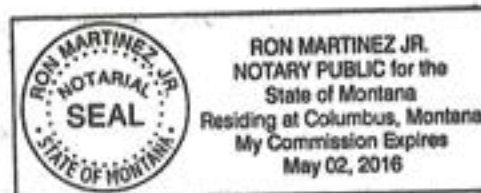
[Signature] Dated this 9 day of Nov, 2015
GRANTOR's Signature
State of Montana
County of Stillwater

I, Ron Martinez, Jr. Notary Public in and for the state of Montana,
do hereby certify that on this 9 day of November, 2015, personally appeared before
me known to be or satisfactorily proven the individual described in and who executed the foregoing instrument.

NOTARY PUBLIC in and for the State of Montana

My commission expires May 2, 2016

[Signature]



QUITCLAIM DEED

Agreement set forth this 7th day of November, 2015
in the county of Stillwater in the state of Montana.

Indenture is made between Scott & Valerie Morrison, of the city and state of
Columbus, Montana who shall be identified as GRANTOR,
and
Toni & Rory Anderson who is identified as the GRANTEE.

The GRANTOR, on behalf of partners, heirs or successors for and in consideration of the sum of
\$ 0 conveys and quit claims the current possession of the following property that bears
the legal description of: River View Acres, Certificate of Survey # 363442
area of boundry Relocation as shown in certificate Lot 31A
to the GRANTEE.

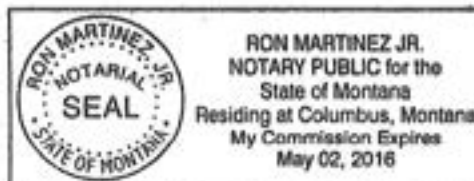
[Signature] Dated this 9 day of Nov, 2015
GRANTOR's Signature

I, Ron Martinez, Jr. Notary Public in and for the state of Montana,
do hereby certify that on this 9 day of November, 2015, personally appeared before
me known to be or satisfactorily proven the individual described in and who executed the foregoing instrument.

NOTARY PUBLIC in and for the State of Montana

My commission expires May 2, 2016

[Signature]



QUITCLAIM DEED

Agreement set forth this 7th day of November, 20 15
in the county of Stillwater in the state of Montana.

Indenture is made between Toni & Rory Anderson, of the city and state of
Columbus, Montana who shall be identified as GRANTOR,
and
Scott & Valerie Morrison who is identified as the GRANTEE.

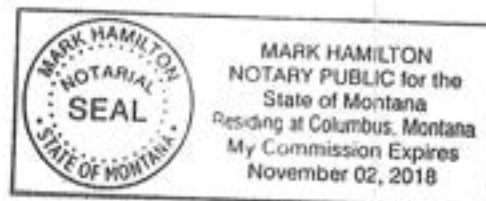
The GRANTOR, on behalf of partners, heirs or successors for and in consideration of the sum of
\$ 0 conveys and quit claims the current possession of the following property that bears
the legal description of: River View Acres. Certificate of Survey #363442
area of boundry Relocation as shown in certificate Lot 30 A
to the GRANTEE.

Toni Anderson Rory Anderson Dated this 7 day of November, 20 15
GRANTOR's Signature

I, Mark Hamilton Notary Public in and for the state of Montana,
do hereby certify that on this 7 day of November, 20 15, personally appeared before
me known to be or satisfactorily proven the individual described in and who executed the foregoing instrument.

NOTARY PUBLIC in and for the State of Montana

My commission expires November 02, 2018



When recorded, please return to
Michael A. Monson
Holland & Hart LLP
P.O. Box 639
Billings, MT 59103-0639

343725 EASEMENTS Page: 1 of 5
STATE OF MONTANA STILLWATER COUNTY
RECORDED: 4/5/2010 11:07 AM KDI: EASEMENT
Pauline Mishler CLERK AND RECORDER
Fee: 35.00 BY: *Pauline M. Mishler*
TO: UNITED BANK COLUMBUS P.O. BOX 29 COLUMBUS, MT 59019

RECIPROCAL EASEMENT

THIS RECIPROCAL EASEMENT, is made and entered into by and between **Alexander M. Dixon and Mary Nan Dwire Dixon, f/k/a Nancy Dwire Dixon** (collectively, the "Grantors") with a mailing address at P.O. Box 246, Brainard, NE 68626, and **United Bank, N.A.** (the "Grantee") with a mailing address at P.O. Box 29, Columbus, MT 59019.

RECITALS

A. **WHEREAS**, the Grantors are the owners of record of land (the "Grantors' Property") situated in the County of Stillwater, State of Montana and more specifically described as follows:

Tracts 25 and 26 of Certificate of Survey 210804.

B. **WHEREAS**, the Grantee, is the owner of record of land (the "Grantee's Property") situated in the County of Stillwater, State of Montana and more specifically described as follows:

Tracts 19, 23 and 24 of Certificate of Survey 210804.

C. **WHEREAS**, the Grantors have agreed to grant an easement to the Grantee to provide vehicular and pedestrian access across an existing driveway located on Grantors' Property and the Grantee has agreed to grant an easement on a portion of Grantee's Property, for vehicular and pedestrian access over an existing driveway and for utilities.

NOW, THEREFORE, for and in consideration of the mutual provisions and covenants set forth in this Reciprocal Easement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantors and Grantee, the parties to this Reciprocal Easement expressly agree as follows:

1. Grantors grant, bargain, sell, convey, confirm and give to Grantee and Grantee's successors and assigns, a non-exclusive, perpetual easement for vehicular and pedestrian access over, across, upon and through the Grantors' Property (the "Easement") for the benefit of Grantee's Property and any real property subsequently acquired by the Grantee in River View Acres Subdivision. The Easement shall be thirty feet (30') wide and be located approximately

where indicated on the attached Exhibit A by the line drawn across Tract 26, of Certificate of Survey 210804, and marked "EASEMENT". The Easement shall provide vehicular and pedestrian access from Gateway Drive to the Grantee Property and any real property subsequently acquired by the Grantee in River View Acres Subdivision.

2. Grantee grants, bargains, sells, conveys, confirms and gives to Grantors and Grantors' successors and assigns, a non-exclusive, perpetual easement for vehicular and pedestrian access over, across, upon and through the Grantee's Property (the "Grantors' Access Easement") for the benefit of Grantors' Property and any real property subsequently acquired by the Grantors in River View Acres Subdivision. The Access Easement shall be thirty feet (30') wide and be located approximately where indicated on the attached Exhibit A: (a) by the line drawn across Tracts 19, 23 and 24, of Certificate of Survey 210804, and marked "GRANTEE DRIVEWAY" and (b) the dashed lines drawn across Tracts 19, 23 and 24, of Certificate of Survey 210804, and marked "CONTINUATION OF GATEWAY DRIVE". The Grantors' Access Easement shall provide vehicular and pedestrian access from Gateway Drive to the Grantors Property and any real property subsequently acquired by the Grantors in River View Acres Subdivision.

3. Grantee grants, bargains, sells, conveys, confirms and gives to Grantors and Grantors' successors and assigns, an exclusive, perpetual easement for utilities access over, across, upon and through the Grantee's Property (the "Grantors' Utility Easement") for the benefit of Grantors' Property and any real property subsequently acquired by the Grantors in River View Acres Subdivision. The Grantors' Utility Easement shall be located approximately where indicated on the attached Exhibit A: (a) by the line drawn across Tracts 19, 23 and 24, of Certificate of Survey 210804, and marked "GRANTEE DRIVEWAY" and (b) the dashed lines drawn across Tracts 19, 23 and 24, of Certificate of Survey 210804, and marked "CONTINUATION OF GATEWAY DRIVE". This utility easement shall follow standard Beartooth Electric Cooperative right of way requirements.

4. Grantors warrant that they are lawfully seized and possessed of the Grantors' Property, that they have the lawful right to convey the Easement. Grantors warrant and represent that there are no mortgagees or other third parties whose consent is required for the Easement to be effective. The Grantee must obtain written approval from the Grantors prior to any alteration, relocation or vacation of the Easement.

5. Grantee warrants that it is lawfully seized and possessed of the Grantee's Property, that it has the lawful right to convey the Grantors' Access Easement and the Grantors' Utility Easement. Grantee warrants and represents that there are no mortgagees or other third parties whose consent is required for the Grantors' Access Easement and the Grantors' Utility Easement to be effective. The Grantors must obtain written approval from the Grantee's prior to any alteration, relocation or vacation of the Grantors' Access Easement and the Grantors' Utility Easement.

6. The rights, conditions, provisions and obligations of the parties to this Reciprocal Easement shall run with the land and be binding upon and inure to the benefit of the parties to this Reciprocal Easement, including all successors and assigns of Grantors and Grantee. The Easement is an appurtenant easement for the benefit of the Grantee and burdens the Grantor's

Property. The Grantors' Access Easement and the Grantors' Utility Easement are appurtenant easements for the benefit of the Grantors and burden the Grantee's Property.

IN WITNESS WHEREOF, the Grantors and the Grantee have executed this Reciprocal Easement as of March 12, 2010.

GRANTORS:


Alexander M. Dixon


Mary Nan Dwire Dixon, f/k/a Nancy Dwire
Dixon

STATE OF NEBRASKA)
 : ss
County of Butler)

This instrument was acknowledged before me on March 24, 2010, by Alexander M. Dixon and Mary Nan Dwire Dixon, f/k/a Nancy Dwire Dixon.



(SEAL)


Notary Public for the State of Nebraska

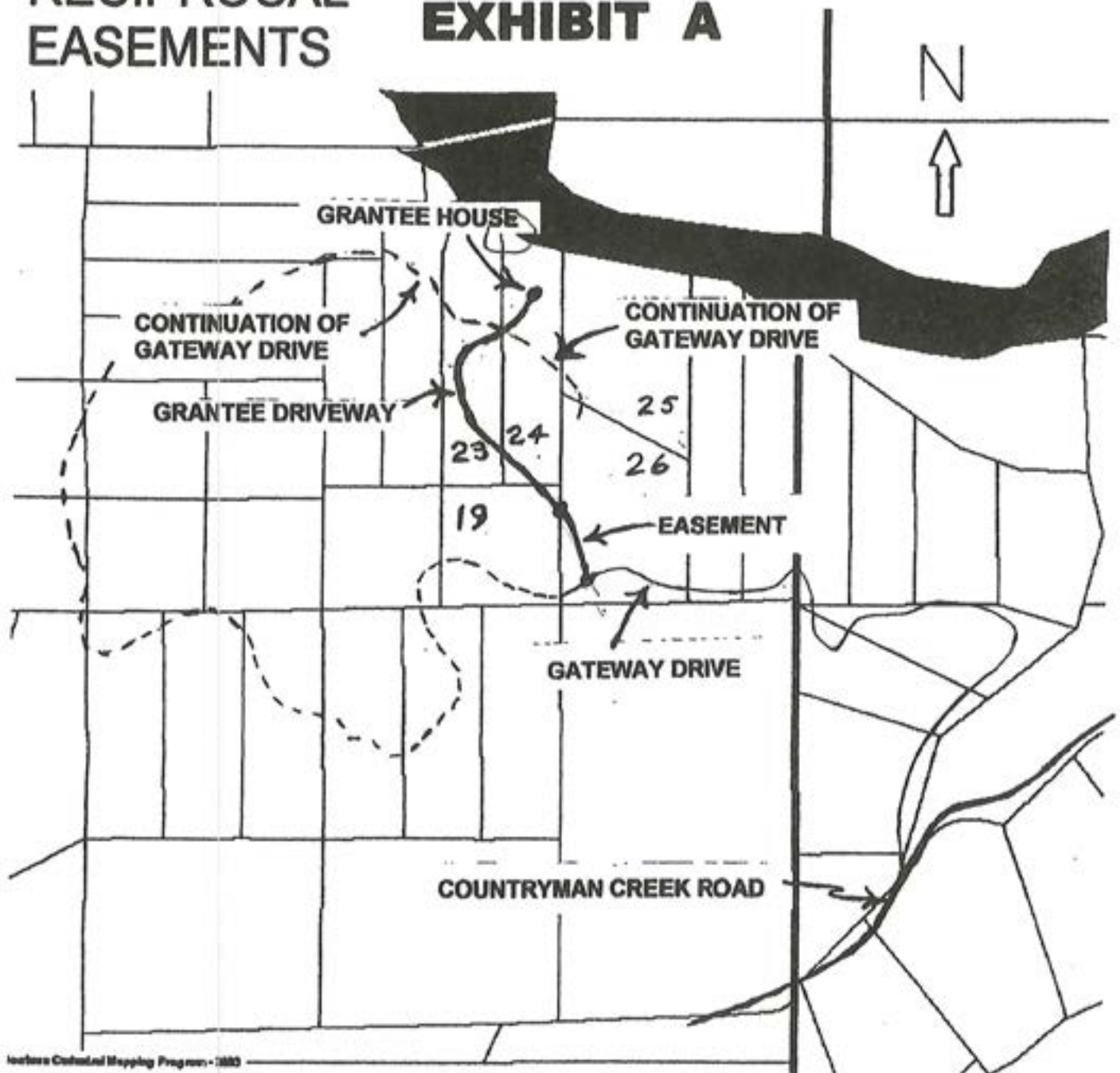
Printed Name

Residing at:

My commission expires: 3/17/2014

RECIPROCAL EASEMENTS

EXHIBIT A



Western Cultural Mapping Program - 1993

RIVERVIEW ACRES
C.O.S. 210804

GRANTOR: TRACTS 25, 26
GRANTEE: TRACTS 19, 23, 24

PAGE 5 OF 5

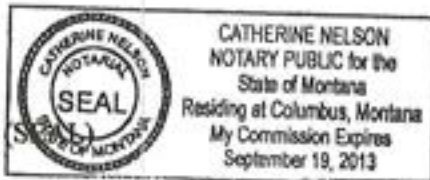
GRANTEE:

United Bank, N.A.

By: [Signature]
 Name: Dan Paterson
 Its: EVP

STATE OF MONTANA)
 :SS
 County of Stillwater)

On this 29th day of March, 2010, before me, a notary public in and for the State of Montana, personally appeared Dan Paterson, known to me to be the Executive Vice President of United Bank.



Catherine Nelson
 Notary Public for the State of Montana
Catherine Nelson
 (Print name)
 Residing at: Columbus
 My commission expires: 9-19-2013

This document consists of 5 pages including one attachment Exhibit A.

324313

1/5

324313 MISC Pages: 5
STATE OF MONTANA STILLWATER COUNTY
RECORDED: 11/01/2005 11:06 NOI: AMENDMENT
Pauline Mishler CLERK AND RECORDER
FEE: \$35.00 BY: *Pauline Mishler*
TO: TY & JENNIFER FRANCE P.O. BOX 768, COLUMBUS, MT 59019

**AMENDMENT OF WATER WELL EASEMENT
RECORDED UNDER DOCUMENT NO. 303721**

THIS EASEMENT is made by Alexander M. Dixon and Mary Nan Dwire Dixon, formerly known as Nancy Dwire Dixon, of P. O. Box 299, Columbus, MT 59019; and Robert M. Smith and Constance K. Smith, of P. O. Box 189, Columbus, MT 59019, (collectively referred to herein as Grantors); and

Ty E. France and Jennifer J. France, of P. O. Box 768, Columbus, MT 59019, (Grantees);

RECITALS:

1. Dixons are the owners of the following described real property located in Stillwater County, Montana:

RIVER VIEW ACRES

Tracts 31 and 33 as shown on Certificate of Survey
No. 210804 and Tract 34 Amended as shown on
Certificate of Survey No. 314394

2. Smiths are the owners of the following described real property located in Stillwater County, Montana:

RIVER VIEW ACRES

Tract 32 as shown on Certificate of Survey No.
210804

3. Grantees are the owners of the following described real property located in Stillwater County, Montana:

RIVER VIEW ACRES

Tract 35 Amended as shown on Certificate of Survey
No. 314394.

4. Grantees desire to obtain an easement and right-of-way over and across the above-described lands of Grantors to be used for the sole purpose of installing, operating and maintaining a domestic water well and the associated water and electrical lines to carry water from the well to a single family residence and any associated buildings and facilities to be constructed on Grantees' above-described land.

5. Grantors have agreed to grant Grantees the requested water well easement and right-of-way across Grantors' land.

NOW, THEREFORE, for valuable consideration, Grantors do hereby grant unto Grantees a fifteen feet (15') wide water well easement and right-of-way as described on attached *Exhibit B* to be used for the installation, repair and maintenance of a domestic water well and the associated water and electrical lines, subject to the following terms and conditions:

1. Grantees shall be solely responsible for all costs related to the installation, operation, maintenance and repair of the water well and associated water and electrical lines.
2. Grantees shall have the exclusive use of the water well for the sole purpose of providing water to the single family residence and any associated buildings and facilities to be constructed upon the above-described lands of Grantees.
3. At the time of Grantees' initial installation of water and electrical lines within the above-described easement and right-of-way, Grantors shall have the right to install additional water and electrical lines within the same trench to be used for the benefit of the above-described Tracts 33 and 34. If the Grantors elect to install additional water and electrical lines as provided in this paragraph, Grantors shall retain the right to enter the above-described easement and right-of-way for purposes of repairing, maintaining and replacing any water and electrical lines installed by Grantors.
4. Grantees shall promptly repair any damage done to Grantors' property during the exercise of Grantees' rights hereunder and shall restore Grantors' property to as good or better condition as existed prior to the exercise of Grantees' rights hereunder. Any construction, maintenance, repair or replacement of water and electrical lines by Grantees shall not interfere with or affect any access, drive-ways, roads, fences or other facilities which cross the path of said water and electrical lines.
5. Grantees shall indemnify and hold Grantors harmless from any and all claims, loss, expenses, costs and damages related to the exercise of Grantees' rights hereunder, including but not limited to any attorney's fees and court costs which might be incurred by the Grantors in enforcing the terms and conditions of this Easement.
6. Grantors reserve the right to use the above-described easement and right-of-way for purposes that will not interfere with the exercise of Grantees' rights hereunder.
7. Grantees shall not fence the easement and right-of-way granted herein.
8. This WATER WELL EASEMENT and right-of-way is in favor of and for the use and benefit of Grantees, their heirs, grantees, successors and assigns and is appurtenant to the above-described property owned by the Grantees.
9. This WATER WELL EASEMENT and right-of-way shall be binding upon the Grantors, their heirs, grantees, successors and assigns, and shall represent a covenant with and a servitude upon the above-described property of Grantors for the use and benefit of the land belonging to Grantees as described in paragraph 2 above.
10. Grantees shall not install any well on Tracts 32, 33 or 34 Amended.
11. This Amendment shall modify that certain Water Well Easement recorded July 13, 2001, under Document No. 303721. This Amendment is for the purpose of correcting and clarifying the location of the associated water and electrical lines and preventing the installation of any well on Tracts 32 and 33 as shown on Certificate of Survey No. 210804 and Tract 34 Amended as shown on Certificate of Survey No. 314394.

DATED this 1st day of ~~October~~ ^{November}, 2005.

Grantors:

Alexander M. Dixon
ALEXANDER M. DIXON

Mary Nan Dwire Dixon
MARY NAN DWIRE DIXON, formerly
known as NANCY DWIRE DIXON

Robert M. Smith
ROBERT M. SMITH

Constance K. Smith
CONSTANCE K. SMITH

Grantees:

Ty E. France
TY E. FRANCE

Jennifer J. France
JENNIFER J. FRANCE

STATE OF MONTANA)
County of Stillwater) ss.

This instrument was acknowledged before me on November 1ST, 2005, by
ALEXANDER M. DIXON.



(SEAL)

Catherine Nelson
[Signature of Notary]

CATHERINE NELSON
[Typed, stamped or printed Name of Notary]
Notary Public for the State of Montana.
Residing at COLUMBUS, Montana.
[City of Residence]
My commission expires 9/19, 2009.
[Month Day Year]

STATE OF MONTANA)
County of Stillwater) ss.

This instrument was acknowledged before me on October 31, 2005, by MARY NAN
DWIRE DIXON, formerly known as NANCY DWIRE DIXON.



Douglas D. Howard
[Signature of Notary]

DOUGLAS D. HOWARD
[Typed, stamped or printed Name of Notary]
Notary Public for the State of Montana.
Residing at COLUMBUS, Montana.
[City of Residence]
My commission expires Nov. 15, 2006.
[Month Day Year]

324313

4/5

STATE OF MONTANA)
 County of Stillwater) ss.

This instrument was acknowledged before me on NOVEMBER 1, 2005, by **ROBERT M. SMITH and CONSTANCE K. SMITH.**



Catherine Nelson
 [Signature of Notary]

CATHERINE NELSON
 [Typed, stamped or printed Name of Notary]
 Notary Public for the State of Montana.
 Residing at COLUMBUS, Montana.
 [City of Residence]
 My commission expires 9/19, 2009.
 [Month Day Year]

STATE OF MONTANA)
 County of Yellowstone) ss.

This instrument was acknowledged before me on Sept 31, 2005, by **TY E. FRANCE.**



Annette L. Wittner
 [Signature of Notary]
Annette L. Wittner
 [Typed, stamped or printed Name of Notary]
 Notary Public for the State of Montana.
 Residing at Bozeman, Montana.
 [City of Residence]
 My commission expires 11/25, 2006.
 [Month Day Year]

STATE OF MONTANA)
 County of Stillwater) ss.

This instrument was acknowledged before me on NOVEMBER 1, 2005, by **JENNIFER J. FRANCE.**



Catherine Nelson
 [Signature of Notary]
CATHERINE NELSON
 [Typed, stamped or printed Name of Notary]
 Notary Public for the State of Montana.
 Residing at COLUMBUS, Montana.
 [City of Residence]
 My commission expires 9/19, 2009.
 [Month Day Year]

824313

5/5

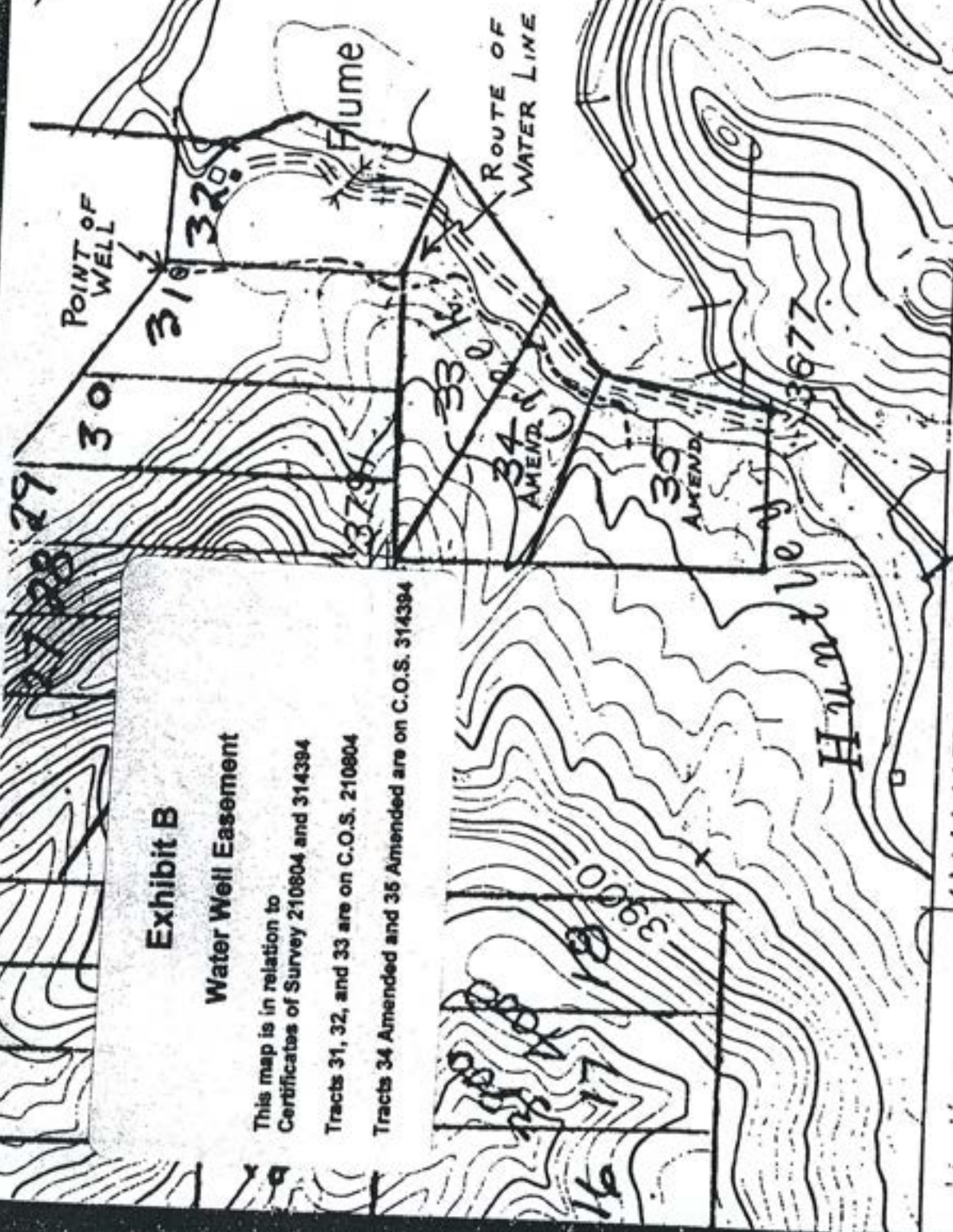


Exhibit B

Water Well Easement

This map is in relation to
Certificates of Survey 210804 and 314394
Tracts 31, 32, and 33 are on C.O.S. 210804
Tracts 34 Amended and 35 Amended are on C.O.S. 314394

Huntville
(WHITEBIRD SCHOOL)

WATER WELL EASEMENT

THIS EASEMENT is made by Alexander M. Dixon and Mary Nan Dwire Dixon, formerly known as Nancy Dwire Dixon, of P. O. Box 299, Columbus, MT 59019, (Grantors); and

Ty E. France and Jennifer J. France, of P. O. Box 768, Columbus, MT 59019, (Grantees);

RECITALS:

1. Grantors are the owners of the following described real property located in Stillwater County, Montana:

RIVER VIEW ACRES

Tracts 31, 33 and 34 as shown on
Certificate of Survey No. 210804.

2. Grantees are the owners of the following described real property located in Stillwater County, Montana:

RIVER VIEW ACRES

Tract 35 as shown on Certificate of Survey
No. 210804.

3. Grantees desire to obtain an easement and right-of-way over and across the above-described lands of Grantors to be used for the sole purpose of installing, operating and maintaining a domestic water well and the associated water and electrical lines to carry water from the well to a single family residence and any associated buildings and facilities to be constructed on Grantees' above-described land.

4. Grantors have agreed to grant Grantees the requested water well easement and right-of-way across Grantors' land.

NOW, THEREFORE, for valuable consideration, Grantors do hereby grant unto Grantees a fifteen feet (15') wide water well easement and right-of-way as described on attached *Exhibit A* to be used for the installation, repair and maintenance of a domestic water well and the associated water and electrical lines, subject to the following terms and conditions:

1. Grantees shall be solely responsible for all costs related to the installation, operation, maintenance and repair of the water well and associated water and electrical lines.
2. Grantees shall have the exclusive use of the water well for the sole purpose of providing water to the single family residence and any associated buildings and facilities to be constructed upon the above-described lands of Grantees.
3. At the time of Grantees' initial installation of water and electrical lines within the above-described easement and right-of-way, Grantors shall have the right to install additional water and electrical lines within the same trench to be used for the benefit of the above-described Tracts 33 and 34. If the Grantors elect to install additional water and electrical lines as provided in this paragraph, Grantors shall retain the right to enter the above-described easement and right-of-way for purposes of repairing, maintaining and replacing any water and electrical lines installed by Grantors.
4. Grantees shall promptly repair any damage done to Grantors' property during the exercise of Grantees' rights hereunder and shall restore Grantors' property to as good or better condition as existed prior to the exercise of Grantees' rights hereunder. Any construction, maintenance, repair or replacement of water and electrical lines by Grantees shall not interfere with or affect any access, drive-ways, roads, fences or other facilities which cross the path of said water and electrical lines.
5. Grantees shall indemnify and hold Grantors harmless from any and all claims, loss, expenses, costs and damages related to the exercise of Grantees' rights hereunder, including but not limited to any attorney's fees and court costs which might be incurred by the Grantors in enforcing the terms and conditions of this Easement.
6. Grantors reserve the right to use the above-described easement and right-of-way for purposes that will not interfere with the exercise of Grantees' rights hereunder.
7. Grantees shall not fence the easement and right-of-way granted herein.
8. This WATER WELL EASEMENT and right-of-way is in favor of and for the use and benefit of Grantees, their heirs, grantees, successors and assigns and is appurtenant to the above-described property owned by the Grantees.

303721

9. This WATER WELL EASEMENT and right-of-way shall be binding upon the Grantors, their heirs, grantees, successors and assigns, and shall represent a covenant with and a servitude upon the above-described property of Grantors for the use and benefit of the land belonging to Grantees as described in paragraph 2 above.

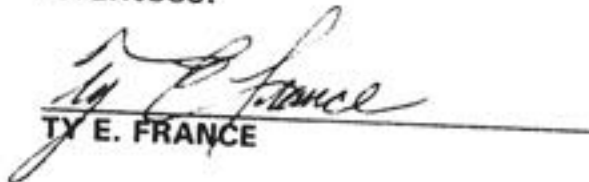
DATED this 13th day of July, 2001.

Grantors:


ALEXANDER M. DIXON


MARY NAN DWIRE DIXON, formerly
known as NANCY DWIRE DIXON

Grantees:

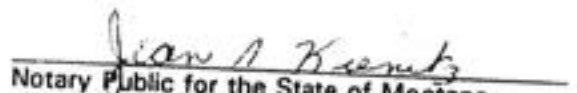

TY E. FRANCE


JENNIFER J. FRANCE

STATE OF MONTANA)
 : ss.
County of Stillwater)

This instrument was acknowledged before me on July 13, 2001, by ALEXANDER M. DIXON and MARY NAN DWIRE DIXON, formerly known as NANCY DWIRE DIXON.




Notary Public for the State of Montana.
Residing at Liberthas, Montana.
My commission expires 8-13-04.

303721

STATE OF MONTANA)

County of Stillwater)

: ss.

This instrument was acknowledged before me on 7-13-, 2001, by TY E. FRANCE and JENNIFER J. FRANCE.



Jean A. Kienitz
Notary Public for the State of Montana.
Residing at Columbus, Montana.
My commission expires 8-13-04.

(x4019)

ER

EXHIBIT A
WATER WELL EASEMENT
IN RELATION TO
C/S 210804.

303725

POINT of WELL

Flume

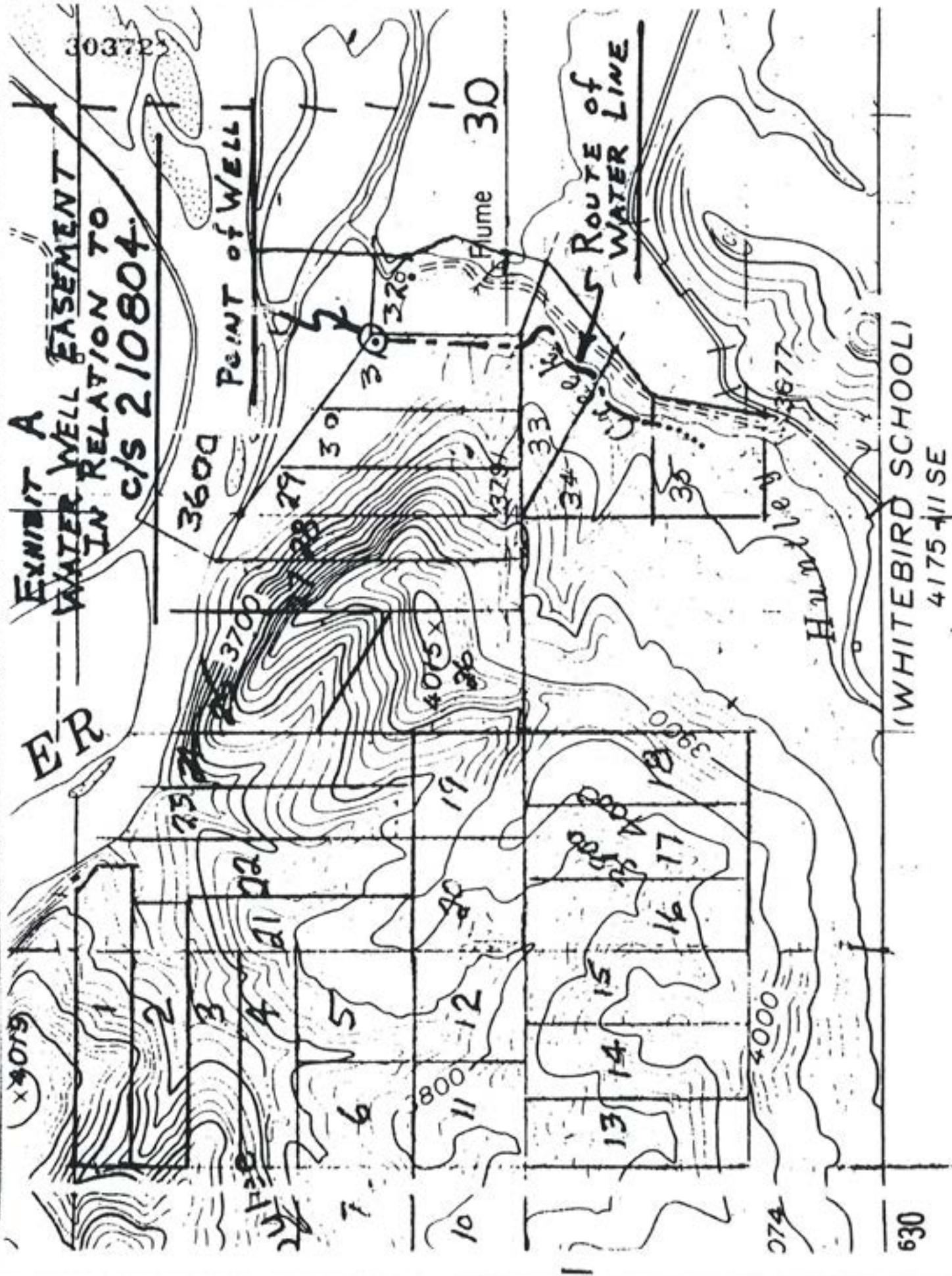
ROUTE of
WATER LINE

Humble

(WHITEBIRD SCHOOL)

4175 411 SE

630



335048

Return to:
Beartooth Electric Cooperative, Inc.
PO Box 1110
Red Lodge, MT 59068-1110

335048 EASEMENTS Page: 1
STATE OF MONTANA STILLWATER COUNTY
RECORDED: 03/03/2008 11:08 K01: RIGHT-OF-WAY
Pauline Mlehler CLERK AND RECORDER
FEE: \$11.00 BY: *Pauline M. Mlehler*
TO: BEARTOOTH ELECTRIC COOPERATIVE, INC., P.O. BOX 1110, RED LODGE, MT

RIGHT-OF-WAY EASEMENT

The undersigned GRANTOR(S), for good and valuable consideration, including but not limited to the privileges afforded to members of BEARTOOTH ELECTRIC COOPERATIVE, INC. receipt of which is hereby acknowledged, do hereby grant, warrant and convey unto the BEARTOOTH ELECTRIC COOPERATIVE, INC., a Montana corporation, whose Post Office address is P. O. Box 1110, Red Lodge, MT 59068; and to its successors, assigns, lessees, licensees, and agents, a perpetual easement to construct, reconstruct, operate, maintain, repair, replace ~~and convey~~ an electric transmission and/or distribution line or communication system and necessary appurtenances over, under, along ~~and through~~ that certain real property located in Stillwater County, Montana, particularly described as follows: A 20 foot corridor through a portion of the following described land: (Describe affected land)

TOWNSHIP T1M, RANGE 10D

Section 05: (quarter sections or notes and bounds description)

TRACTS 29, 28, 27, 26 of River View ACRES
Following existing subdivision Road, Containey Drive

TOGETHER WITH an easement 30 feet on each side of any pole or structure requiring guy wires for the installation and maintenance of guy wires as and where necessary in the above-described corridor. TOGETHER WITH the reasonable right of ingress to and egress from said right of way over lands of GRANTOR(S) using existing roads and trails where practicable, TOGETHER WITH access in or upon all roads, streets or highways abutting or in any way adjoining the above-described property, TOGETHER WITH the right to cut, clear and remove all timber, brush, and other obstructions from the right of way, and to cut such trees outside such right of way as may endanger said line or lines.

The undersigned agrees that all poles, wires, cable and other facilities, including any main service entrance equipment installed on the above-described premises ~~and~~ Cooperative ~~shall~~ remain the property of the Cooperative, removable at the option of the Cooperative.

The rights, conditions and provisions of this EASEMENT shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

The GRANTOR(S) do hereby covenant with the GRANTEE that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey it or any part thereof.

Signed and dated this 1st day of October, 2007.

GRANTOR(S):

Alexander M. Dixon
Print Landowner's Name

Nancy D. Dixon
Print Landowner's Name

Alexander M. Dixon
Landowner's Signature

Nancy D. Dixon
Landowner's Signature

STATE OF Montana) ss.
County of Stillwater)

This instrument was acknowledged before me on October 1st, 2007, by

Alexander M. Dixon and Nancy D. Dixon

Print Landowner(s) Names

Thaddeus D. Moorman
(Signature of Notary)

Thaddeus D. Moorman
(Typed, stamped or printed Name of Notary)

Notary Public for the State of Montana
Residing at Bozeman [City of Residence] [State]
My commission expires June 30, 2008
[Month Day Year]



WARRANTY DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on the 19th day of November, 1990, the undersigned GEORGE G. HANSEN and MARGARET E. HANSEN, Husband and Wife, of P. O. Box 6, Ekalaka, Montana 59324, hereby grant unto ALEXANDER M. DIXON and NANCY DWIRE DIXON, Husband and Wife, as joint tenants with the right of survivorship, of 9912 La Paz N.W., Albuquerque, New Mexico 87114, and to their heirs and assigns forever, the hereinafter described real estate situated in Stillwater County, Montana, to-wit:

PARCEL 1: River View Acres

Tracts 16, 17, 18, 19, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 as shown on Certificate of Survey No. 210804

located in

Twp 2 South, Rge 19 East, MPM

Sec. 25: Lots 2 and 3, S1/2NE1/4, NW1/4SE1/4

Twp 2 South, Rge 20 East, MPM

Sec. 30: Lots 5, 6, 7

PARCEL 2: Twp 2 South, Rge 20 East, MPM

Sec. 30: Tract in Lots 5 and 6 as shown on Certificate of Survey No. 229501

TOGETHER WITH easement for ingress and egress from the County Road to subject property as shown on C/S No. 210804 and C/S No. 229501.

RESERVING UNTO GRANTORS, their heirs, successors and assigns, a right-of-way 30' in width for ingress, egress, water line and well along, within and adjacent to the easterly edge of Certificate of Survey 229501 and along so much of the southerly edge of said survey as is necessary to connect to the roadway shown on the plat of Tract 32, Certificate of Survey 210804.

TO HAVE AND TO HOLD unto the Grantees and to their successors and assigns forever, subject, however, to:

(a) All reservations and exceptions of record and in patents from the United States or the State of Montana;

(b) All existing easements, rights of way, building and use restrictions and zoning ordinances;

(c) Taxes and assessments for the year 1990 and subsequent years;

(d) All prior conveyances, leases or transfers of any interest in minerals, including oil, gas and other hydrocarbons.

EXCEPT with reference to items referred to in paragraphs (a) to (d) above, this Deed is given with the usual covenants expressed in Section 30-11-110, Montana Code Annotated.

This conveyance is made and accepted upon the express agreement that the consideration heretofore paid constitutes an adequate and full consideration in money or money's worth.

IN WITNESS WHEREOF, the Grantors have executed this instrument the day and year first above written.

George G. Hansen
George G. Hansen

Margaret E. Hansen
Margaret E. Hansen

STATE OF MONTANA)

: ss.

County of Stillwater)

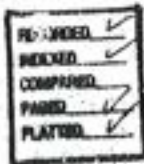
On this 19th day of November, 1990, before me, the undersigned notary public for the State of Montana, personally appeared GEORGE G. HANSEN and MARGARET E. HANSEN, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Sean A. Kuntz
Notary public for the State of Montana.
Residing at Columbia
My commission expires 8-13-93

OFFICE OF CLERK AND RECORDER
STILLWATER COUNTY, MONTANA

I hereby certify that the within instrument was
filed in this office for record the 19th day
of November A. D. 1990 at 4:22
o'clock P. M., and was duly recorded in
Book 103 of Deeds on page 330
By Deanna R. Rost Recorder
By _____ Deputy



Fees \$5.00

Return to: Stillwater Abstract
Columbus, MT 59019