

12-20-90

262988

103 PAGE 486

DECLARATION OF EASEMENTS AND RIGHTS-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That CRYSTAL RANCH CORPORATION, a Montana corporation, having its business address at 12450 Clarkston Road, Three Forks, Montana, 59752, hereafter called "Grantor", does hereby make, provide and grant to the Grantees below identified those certain easements, rights-of-way and privileges hereafter described.

1. GRANTEES: All persons and entities who shall now be or hereafter become purchasers not in default, grantees, owners and lessees of portions of the lands described in EXHIBIT A, attached hereto and incorporated herein by reference, are herein collectively referred to as "Grantees". The lands as a whole, described in EXHIBIT A, are hereafter referred to as the Yellowstone River Ranch.

2. DESCRIPTION OF ROADWAY EASEMENTS: Each lot in the Yellowstone River Ranch shall have access by way of a road easement and right-of-way for nonexclusive use forty (40) feet in width, within the area known as the Yellowstone River Ranch and also within the area known as the Pinecrest Ranch. Grantor represents that although certain roads and roadways already exist within the Yellowstone River Ranch and the Pinecrest Ranch, and although Grantor, solely within its discretion, may choose to build additional roads or improve certain roads, the Grantor is under no obligation to do so, and Grantor does not expressly or impliedly covenant or agree to build, improve or maintain any roads or roadways within the Yellowstone River Ranch or the Pinecrest Ranch.

3. USE OF ROADWAY EASEMENTS. The above-described roadway easements shall be used in common with 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 storage facilities, wells and springs together with all apparatus associated therewith and for all transportation uses by Grantor, Grantees and their respective employees, families and guests.

4. GRANTS AND RESERVATIONS OF EASEMENTS AND RIGHTS-OF-WAY: Grantor hereby grants to Grantees a perpetual, nonexclusive easement and right-of-way in, over, under and across the said roadway easements for the purposes and uses set forth hereinabove in common with Grantor and all other Grantees. Grantor reserves unto itself its rights as expressed elsewhere in this instrument.

5. CONSTRUCTION AND MAINTENANCE OF ROADS: Grantor shall not be responsible for the construction, repair or maintenance of any roadway or right-of-way within Yellowstone River Ranch. Nor

shall Grantor be liable to any Grantee or third person for damages arising from the use, construction, repair, maintenance or the locating of any easement, right-of-way or road.

6. **USE OF ASSESSMENTS:** Monies received by way of any assessments from the Grantees shall be used by the Yellowstone River Landowners Corporation solely for subdivision purposes, including, without limitation, road and right-of-way maintenance.

7. **RESERVATION OF RELOCATION RIGHTS:** Grantor hereby expressly reserves the right to determine the location of all roadway easements and to relocate the same wherever the Grantor shall deem necessary or advisable by reason of topography and/or soil conditions.

8. **RESERVATION OF GRAZING RIGHTS:** The Grantor reserves the right to graze any lot within Yellowstone River Ranch until such lot shall be fenced in accordance with law.

9. **FENCING:** Any Grantee desiring to maintain livestock on his lot shall at his own expense contain the same with fencing and/or cattle guards (which cattle guards shall be at least 14 feet in width), such fencing to conform fully to the laws of the State of Montana, whether or not the lot shall be now or hereafter included in any herd district. All fencing shall be located at least 30 feet from the centerline of any roadway easement designated pursuant to this covenant.

Any and all cattle guards and fences shall be so designed, constructed and maintained with appropriate gates for livestock passage as to permit the free passage and flow of vehicular and livestock traffic over and across all roadway easements without interference with the property abutting such roadway easements.

10. **SUCCESSION AND APPLICABILITY:** The grants and reservations made herein shall run in favor of and be binding upon the Grantor and Grantees and its and their respective heirs, executors, personal representatives, administrators, successors in interest and assigns, perpetually, and such easements and reservations as are hereby granted and reserved are covenants running with the land.

11. **WAIVER OF GRANTOR'S RIGHTS:** Grantor may at any time after the recording of this instrument waive, release or transfer to any Grantee or to the Yellowstone River Landowners Corporation (or its successors) any of the rights, reservations and privileges retained by Grantor herein. Grantor shall not expand nor enlarge such rights and privileges. No such waiver, release or transfer shall be valid unless reduced to writing executed by Grantor or its successors in interest nor shall any such waiver, release or transfer operate to confer any rights or privileges not contained

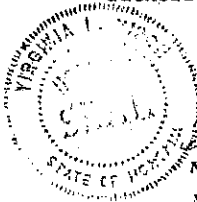
herein upon any other Grantee or entity who or which is not the recipient of any such waiver, release or transfer.

12. SUCCESSION: The rights, privileges, obligations and benefits created by this instrument shall be binding upon and inure to the benefit of the Grantor and Grantees and to the respective heirs, executors, personal representatives, administrators, permitted assigns and successors in interest of the Grantor and Grantees.

13. NUMBER AND GENDER: As used in this instrument, the singular shall include the plural and the masculine shall include the feminine and neuter wherever the sense thereof is indicated.

14. RECORDING: This Declaration shall be recorded in the Office of the Clerk and Recorder, County of Stillwater, State of Montana. It shall be binding upon Grantor, Grantees and all persons claiming under them and shall affect all lands described on EXHIBIT A. From and after the date of recording the provisions herein shall be incorporated into all other instruments affecting any of the lands described in EXHIBIT A by referring to the Book (Film) and Page Numbers in which this Declaration shall be recorded.

IN WITNESS WHEREOF this instrument is executed on this 18 day of December, 1990, by the Grantor by its duly authorized officers.



*Virginia Beck*  
NOTARY PUBLIC for the State of Montana  
Residing at Bozeman, Montana  
My Commission expires August 11, 1993

CRYSTAL RANCH CORPORATION  
By *[Signature]*  
Its President  
By *[Signature]*  
Its Treasurer  
Signatures Notarized

Recorded, Stillwater Co. Mt. \_\_\_\_\_, 1990,  
Book \_\_\_\_\_ Deeds, Page \_\_\_\_\_

EXHIBIT A

Pine Crest Ranch - 3rd Filing

Tracts 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43,  
44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56,  
57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69,  
70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82,  
83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95,  
96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106,  
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129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139,  
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151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161,  
162, 163, 164, 165, 171, 172, 173, 174, 176, 177, and  
178, as shown on Certificate of Survey No. 242651,

Stillwater County, Montana.

OFFICE OF CLERK AND RECORDER  
STILLWATER COUNTY, MONTANA

I hereby certify that the within instrument was  
filed in this office for record the 20th day  
of December A.D. 1/ 90 at 9:43  
o'clock A.M., and was duly recorded in  
Book 103 of Beeds on page 486  
By Barbara Beck Recorder  
\_\_\_\_\_ Deputy

RECORDED ✓  
INDEXED ✓  
COMPALED ✓  
PAGED ✓  
PLATTED ✓

Fee: \$20.00

Return to: Crystal Ranch Corp.  
Box 3620  
Honolulu, Hawaii 96811