

Return to:
O'Dell Sorlie
6 Squire Lane
Trout Creek, MT 59874

55000

Corrected
**AMENDED DECLARATION OF EASEMENTS AND RESTRICTIONS
FOR THREE CONTIGUOUS PARCELS OF REAL PROPERTY**

This document corrects and supersedes that document recorded July 11, 2006 at Micro No. 54852, Reception No. 266579, Sanders County records.

Whereas the original covenants filed as Misc. No. 5708 referenced Lot 2A without adequate identification;

Whereas these covenants are provided to clarify the identity and description of Lot 2A;

Whereas the attached Exhibit "B" has been reduced so that it may be recorded as a part of this document. The Exhibit "B" attached to the covenants as at Misc. No. 5708 is the full size document and may be referred to for ease of reading.

Whereas, the Declarants are the owners of the following described real property in Sanders County, Montana:

A tract of land located in the SE $\frac{1}{4}$ of Section 25, Township 24 North, Range 31 West, P.M.M., Sanders County records, containing 9.879 acres more or less, as described on Certificate of Survey No. 958, Sanders County records, (hereinafter Lot 2A).

and

A minor subdivision of 2 lots located in the SE $\frac{1}{4}$ of Section 25, Township 24 North, Range 31 West, PMM, Sanders County Montana, as shown on Certificate of Survey No. 2675MS, Sanders County records, (hereinafter Lot 1 and Lot 2).

Now, therefore, the Declarants do hereby declare that the property above-described shall be sold and conveyed subject to the following easements, restrictions and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, restrictions, and conditions shall run with the real property, and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

1. Easement for Lot 1: There is hereby granted an open, perpetual, non-exclusive easement for private access and buried public utilities 40 feet in width across Lot 2 and appurtenant to and for the benefit of Lot 1. This is depicted as "EASEMENT TO LOT 1" on attached exhibit "A".
2. Easement for Lot 2: There is hereby granted an open, perpetual, non-exclusive easement for private access and buried public utilities 40 feet in width across Lot 2A and appurtenant to and for the benefit of Lot 2. This is depicted as "EASEMENT TO LOT 2" on attached exhibit "A" and further described on exhibit "2A".
3. Either of the above easements may be fenced on either or both sides and have a cattle guard placed at either or both ends, should the owner of the servient estate choose to do so. The expense to be borne by the owner of the servient estate.

To the extent the easement is used by the owner of the servient estate, the servient estate owner shall bear the expense of maintenance in proportion to such use.

4. Parking easement: There is hereby granted an open, perpetual exclusive easement for parking of vehicles for those using the trail to access the boat dock and Noxon Rapids Reservoir. This easement is appurtenant to and for the benefit of Lots 1, 2 and 2A. The parking area is

limited to three (3) vehicles, with no more than one (1) vehicle per lot. This easement is depicted as parking easement on attached exhibit "B".

The owners of Lots 1, 2 and 2A shall share equally the responsibility for maintenance and upkeep of the parking area, trail to the reservoir and any dock permitted by Avista, to be located at the end of the reservoir trail. The owners of the three lots are hereby deemed to be members of an informal organization, "Blueslide Dock Group", for the purpose of applying for and receiving a dock and trail permit from Avista. The Group shall designate in writing one of its members as the responsible party for all communications with Avista.

- 5. Trail easement: There is hereby granted an open, perpetual, non-exclusive easement for foot traffic, across Lots 2A and 2, designated as Easement B and Easement C on attached exhibit "B". This easement is 10 feet in width. This easement is appurtenant to and for the benefit of Lots 1, 2 and 2A. Its use is limited to the Lot owners and their invited guests. This trail will be used in conjunction with a permit that may be granted by Avista, for foot traffic across its land to access the boat dock area and Noxon Rapids Reservoir.
- 6. Enforcement: The Declarants or any owner who is in compliance with these easements and conditions, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, easements and provisions of this Declaration now or hereinafter imposed pursuant to the provisions of this Declaration. The failure by the Declarants, or any lot owner to enforce any provision herein contained shall not be deemed a waiver of the right to do so thereafter. The Declarants shall have no duty to take any affirmative action to enforce any provision herein, nor shall they be subject to any liability for their failure to so act.

If any person entitled to do so shall bring formal legal action to enforce any provision herein, the prevailing party to such action shall be entitled to recover from the other party reasonable attorney's fee and costs of the action.

It is hereby declared that the Sanders County Justice Court shall have original jurisdiction and is a proper forum for any enforcement action initiated hereunder.

- 7. Binding effect: It is intended that this instrument shall be recorded and that any subsequent transferee of the property or any part thereof by acceptance and delivery of deed or conveyance of said property shall be deemed to have consented to and become bound to these terms. The provisions hereof are intended to run with the land and be a restriction upon the property and shall be binding upon the parties, their heirs, personal representatives, successors and assigns.

Dated this 24th day of July, 2006.

O'Dell A. Sorlie
O'DELL A. SORLIE

Katherine M. Sorlie
KATHERINE M. SORLIE

STATE OF MONTANA)
)SS.
County of Sanders)

This instrument was acknowledged before me on this 24th day of July, 2006, by O'Dell A. Sorlie and Katherine M. Sorlie.

Sue Markley
Notary Public for the State of Montana
Printed name: SUE MARKLEY
Residing at: Thompson Falls
My Commission expires: 12-12-2009



EXHIBIT "A" EASEMENT LOCATION EXHIBIT

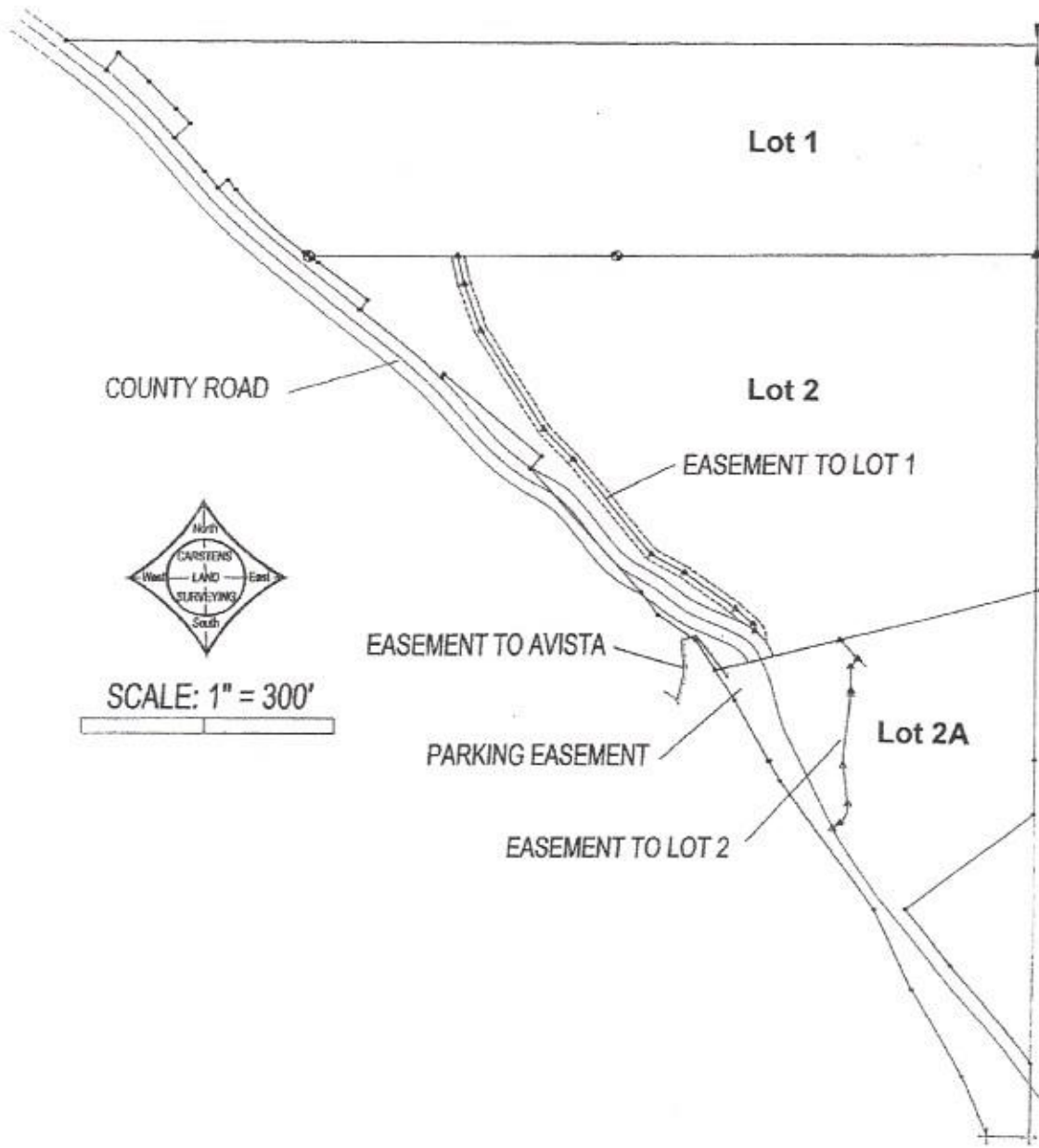


EXHIBIT NO. 2A

LOCATED IN THE SE 1/4 SECTION 25, T.24 N., R.31 W.
P.M.M., SANDERS COUNTY, MT.

49.261 ACRES AS PER C.O.S. 958
FD. S75°59'16"W 768.30'
REC. S76°03'00"W 768.92'

POINT OF TERMINATION

FD. S32°38'37"E 83.25'
REC. S32°36'15"E 82.95'

S27°36'45"E 53.57'

FD. S34°11'13"E 373.98'
REC. S34°12'35"E 374.40'

FD. S23°59'25"E 208.96'
REC. S23°58'45"E 208.80'

FD. S29°51'45"E 238.09'
REC. S29°51'45"E 237.90'

FD. S23°52'38"E 149.21'

FD. S88°55'39"E 103.22'
REC. S89°20'29"E 103.00'

FD. M.C.
3 1/2" AL. CAP

FD. N0°59'09"E 169.01'
REC. N01°01'52"E 169.18'

SE CORNER SECTION 25

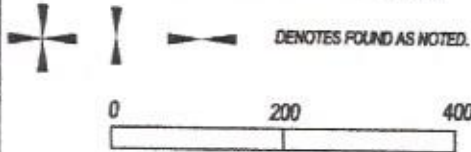
LINE	BEARING	HORIZ DIST
L1	S32°03'56"E	862.72
L2	N51°40'32"E	22.00
L3	N6°38'16"W	92.65
L4	N7°38'21"E	147.70
L5	N0°10'57"E	56.32
L6	N41°53'57"E	25.48
L7	N42°54'34"W	59.79



CURVE	BEARING	HORIZ DIST	RADIUS	ARC
C1	N22°31'08"E	48.72	50.00	50.89
C2	N0°30'02"E	24.85	100.00	24.92
C3	N3°54'39"E	7.80	60.00	7.81

Legend

- △ DENOTES ANGLE POINT, NOTHING FD. OR SET
- DENOTES FD. WARREN REBAR & CAP



ACCESS & UTILITY EASEMENT 'A', A 40' WIDE PRIVATE, NON-EXCLUSIVE EASEMENT, CENTERLINE DESCRIBED AS FOLLOWS:
THE TRUE POINT OF BEGINNING BEING A POINT AT THE INTERSECTION OF EXISTING BLUE SLIDE ROAD, AND ACCESS ROAD 'A', SAID TRUE POINT OF BEGINNING BEARS N32° 3' 56"W 862.72 FEET FROM THE SE CORNER SECTION 25, T.24 N., R.31 W., P.M.M., SANDERS COUNTY, MT. A FD. 3" WWP BRASS CAP; THENCE N51° 40' 32"E FOR 22.00 FEET ALONG THE CENTERLINE OF SAID EASEMENT 'A'; THENCE ALONG A 50.00 FEET RADIUS CURVE TO THE LEFT (CHORD BEARS N22° 31' 08"E 48.72 FEET) 50.89 FEET ALONG THE CENTERLINE OF SAID EASEMENT 'A'; THENCE N6° 38' 16"W FOR 92.65 FEET ALONG THE CENTERLINE OF SAID EASEMENT 'A'; THENCE ALONG A 100.00 FEET RADIUS CURVE TO THE RIGHT (CHORD BEARS N0° 30' 02"E 24.85 FEET) 24.92 FEET ALONG THE CENTERLINE OF SAID EASEMENT 'A'; THENCE N7° 38' 21"E FOR 147.70 FEET ALONG THE CENTERLINE OF SAID EASEMENT 'A'; THENCE TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, THENCE RIGHT ALONG SAID CURVE FOR AN ARC LENGTH OF 7.81 FEET ALONG SAID EASEMENT 'A', SAID CURVE HAVING A CHORD BEARING OF N3° 54' 39"E FOR 7.80 FEET; THENCE N0° 10' 57"E FOR 56.32 FEET ALONG SAID EASEMENT 'A'; THENCE N41° 53' 57"E FOR 25.48 FEET ALONG THE CENTERLINE OF SAID EASEMENT 'A'; THENCE N42° 54' 34"W FOR 59.79 FEET ALONG THE CENTERLINE OF SAID EASEMENT 'A'; TO THE POINT OF TERMINATION, ON THE NORTHERN LINE OF THE 4.879 ACRE TRACT SHOWN ON COS No. 958. SUBJECT TO AND IN FAVOR OF ALL RESTRICTIONS, RESERVATIONS, AND EASEMENTS, APPARENT OR OF RECORD.



MARC J. CARSTENS 5840 LS

Exhibit B

55000

CERTIFICATE OF SURVEY OF

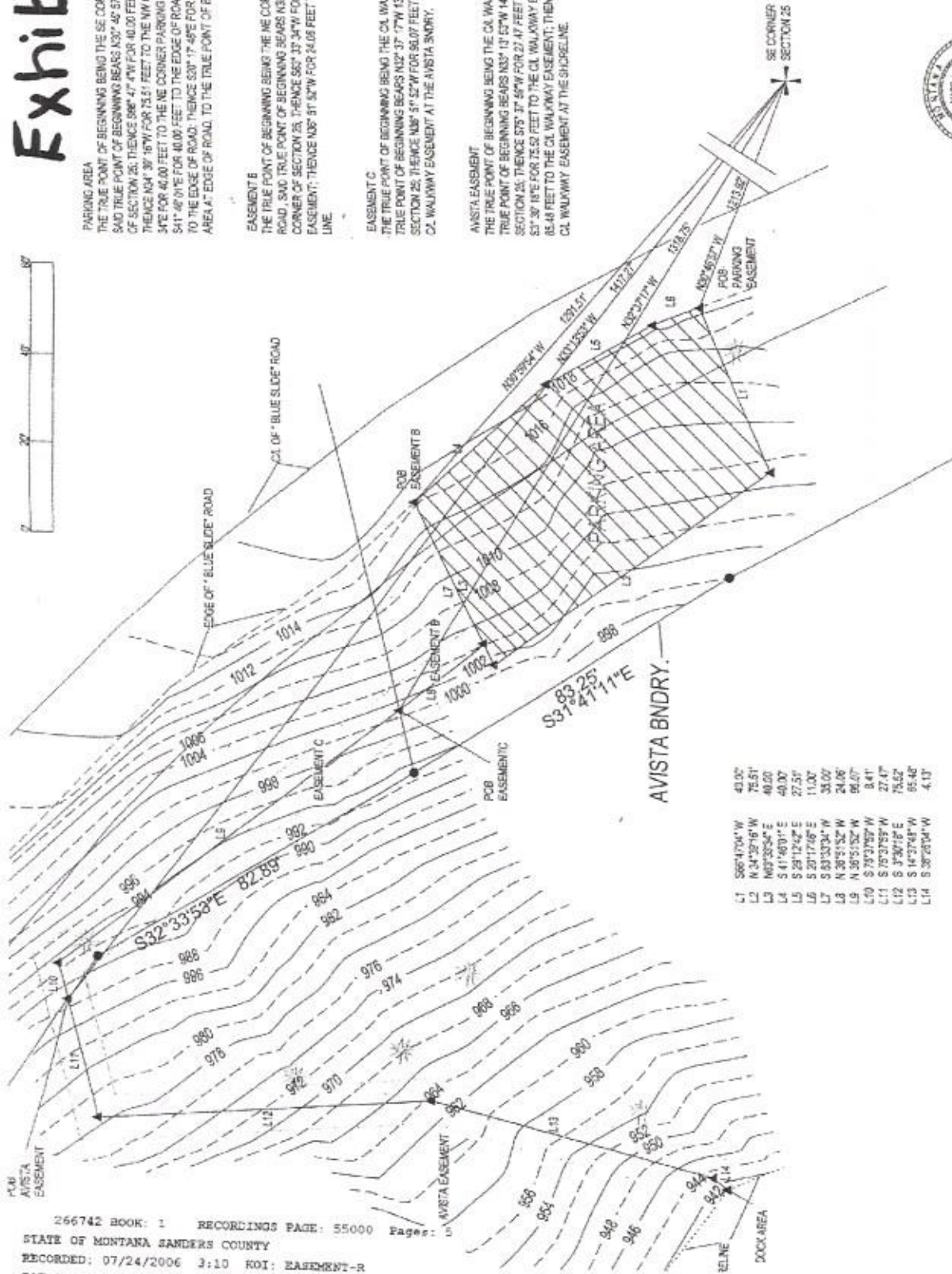


PARKING AREA
 THE TRUE POINT OF BEGINNING BEING THE SE CORNER PARKING AREA AT EDGE OF ROAD SAID TRUE POINT OF BEGINNING BEARS N37° 45' 57"W 1213.02 FEET FROM THE SE CORNER OF SECTION 25, THENCE S88° 47' 47"W FOR 40.00 FEET TO THE SW CORNER PARKING AREA, THENCE N04° 39' 16"W FOR 75.51 FEET TO THE NW CORNER PARKING AREA, THENCE N65° 17' 54"E FOR 40.00 FEET TO THE NE CORNER PARKING AREA AT THE EDGE OF ROAD, THENCE S41° 46' 01"E FOR 40.00 FEET TO THE EDGE OF ROAD, THENCE S23° 12' 42"E FOR 27.51 FEET TO THE EDGE OF ROAD, THENCE S20° 17' 48"E FOR 11.00 FEET TO THE SE CORNER PARKING AREA AT EDGE OF ROAD, TO THE TRUE POINT OF BEGINNING, THE AREA BEING 3.07 ACRES.

EASEMENT B
 THE TRUE POINT OF BEGINNING BEING THE NE CORNER PARKING AREA AT THE EDGE OF ROAD SAID TRUE POINT OF BEGINNING BEARS N37° 45' 57"W 1213.02 FEET FROM THE SE CORNER OF SECTION 25, THENCE S67° 17' 34"W FOR 35.00 FEET TO THE CL WALKWAY EASEMENT AT PROPERTY LINE, THENCE N45° 51' 30"W FOR 24.08 FEET TO THE CL WALKWAY EASEMENT AT PROPERTY LINE.

EASEMENT C
 THE TRUE POINT OF BEGINNING BEING THE CL WALKWAY EASEMENT AT PROP LINE, SAID TRUE POINT OF BEGINNING BEARS N12° 37' 17"W 1318.75 FEET FROM THE SE CORNER OF SECTION 25, THENCE N45° 51' 30"W FOR 30.07 FEET, THENCE S33° 33' 53"E 82.89 FEET TO THE CL WALKWAY EASEMENT AT THE AVISTA BNDRY.

AVISTA EASEMENT
 THE TRUE POINT OF BEGINNING BEING THE CL WALKWAY EASEMENT AT PROP LINE, SAID TRUE POINT OF BEGINNING BEARS N33° 13' 50"W 1417.27 FEET FROM THE SE CORNER OF SECTION 25, THENCE S75° 37' 57"W FOR 27.47 FEET TO THE CL WALKWAY EASEMENT, THENCE S37° 30' 18"E FOR 75.52 FEET TO THE CL WALKWAY EASEMENT, THENCE S14° 37' 48"W FOR 65.48 FEET TO THE CL WALKWAY EASEMENT, THENCE S30° 26' 04"W FOR 4.13 FEET TO THE CL WALKWAY EASEMENT AT THE SHORELINE.



L1	S66°47'04"W	43.03'
L2	N34°29'18"W	75.51'
L3	N07°33'34"E	40.00'
L4	S41°46'01"E	40.00'
L5	S29°12'42"E	27.51'
L6	S20°17'48"E	11.00'
L7	S83°33'34"W	35.00'
L8	N26°15'32"W	24.08'
L9	N30°15'02"W	30.07'
L10	S75°37'57"W	34.41'
L11	S75°37'57"W	27.47'
L12	S37°30'18"E	75.52'
L13	S14°37'48"W	65.48'
L14	S30°26'04"W	4.13'

266742 BOOK: 1 RECORDINGS PAGE: 55000 Pages: 1
 STATE OF MONTANA SANDERS COUNTY
 RECORDED: 07/24/2006 3:10 KOI: EASEMENT-R
 PAT INGRAM CLERK AND RECORDER
 FEE: \$35.00 BY *Pat Ingram*
 TO: FIRST AMERICAN TITLE COMPANY 601 N. BOX 850, THOMPSON FALLS, MT.

Return to:
O'Dell Sorlie
6 Squire Lane
Trout Creek, MT 59874

54852

AMENDED DECLARATION OF EASEMENTS AND RESTRICTIONS
FOR THREE CONTIGUOUS PARCELS OF REAL PROPERTY

Whereas, the original Covenants filed as Misc. No. 5708, Sanders County records, referenced Lot 2A without adequate identification;

Whereas these Covenants are provided to clarify the identity and description of Lot 2A;

Whereas the attached Exhibit "B" has been reduced so that it may be recorded as a part of this document. The Exhibit "B" attached to the Covenants at Misc. No. 5708 is the full size document and may be referred to for ease of reading.

Whereas, the Declarants are the owners of the following described real property in Sanders County, Montana:

A tract of land in the SE $\frac{1}{4}$ of Section 25, Township 24 North, Range 31 West, P.M.M., Sanders County, Montana, consisting of 9.879 acres more or less, as described on Certificate of Survey No. 958, Sanders County Records, (hereafter described as Lot 2A),

AND

A minor subdivision of 2 lots located in the SE $\frac{1}{4}$ of Section 25, Township 24 North, Range 31 West, P.M.M., Sanders County, Montana, as shown on Certificate of Survey No. 2675MS, Sanders County records, (hereafter described as Lot 1 and Lot 2).

Now, therefore, the Declarants do hereby declare that the property above-described shall be sold and conveyed subject to the following easements, restrictions and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, restrictions, and conditions shall run with the real property, and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

1. Easement for Lot 1: There is hereby granted an open, perpetual, non-exclusive easement for private access and buried public utilities 60 feet in width across Lot 2-A and appurtenant to and for the benefit of Lot 1. This is depicted as "EASEMENT TO LOT 1" on attached exhibit "A".
2. Easement for Lot 2: There is hereby granted an open, perpetual, non-exclusive easement for private access and buried public utilities 40 feet in width across Lot 2A and appurtenant to and for the benefit of Lot 2. This is depicted as "EASEMENT TO LOT 2" on attached exhibit "A".
3. Either of the above easements may be fenced on either or both sides and have a cattle guard placed at either or both ends, should the owner of the servient estate choose to do so. The expense to be borne by the owner of the servient estate.

To the extent the easement is used by the owner of the servient estate, the servient estate owner shall bear the expense of maintenance in proportion to such use.

4. Parking easement: There is hereby granted an open, perpetual exclusive easement for parking of vehicles for those using the trail to access the boat dock and Noxon Rapids Reservoir. This easement is appurtenant to and for the benefit of Lots 1, 2 and 2A. The parking area is limited to three(3) vehicles, with no more than one(1) vehicle per lot. This easement is depicted as parking easement on attached exhibit "B".

The owners of Lots 1, 2 and 2A shall share equally the responsibility for maintenance and upkeep of the parking area, trail to the reservoir and any dock permitted by Avista, to be located at the end of the reservoir trail. The owners of the three lots are hereby deemed to be members of an informal organization, "Blueslide Dock Group", for the purpose of applying for and receiving a dock and trail permit from Avista. The Group shall designate in writing one of its members as the responsible party for all communications with Avista.

- 5. Trail easement: There is hereby granted an open, perpetual, non-exclusive easement for foot traffic, across Lots 2A and 2, designated as Easement B and Easement C on attached exhibit "B". This easement is 10 feet in width. This easement is appurtenant to and for the benefit of Lots 1, 2 and 2A. Its use is limited to the Lot owners and their invited guests. This trail will be used in conjunction with a permit that may be granted by Avista, for foot traffic across its land to access the boat dock area and Noxon Rapids Reservoir.
- 6. Enforcement: The Declarants or any owner who is in compliance with these easements and conditions, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, easements and provisions of this Declaration now or hereinafter imposed pursuant to the provisions of this Declaration. The failure by the Declarants, or any lot owner to enforce any provision herein contained shall not be deemed a waiver of the right to do so thereafter. The Declarants shall have no duty to take any affirmative action to enforce any provision herein, nor shall they be subject to any liability for their failure to so act.

If any person entitled to do so shall bring formal legal action to enforce any provision herein, the prevailing party to such action shall be entitled to recover from the other party reasonable attorney's fee and costs of the action.

It is hereby declared that the Sanders County Justice Court shall have original jurisdiction and is a proper forum for any enforcement action initiated hereunder.

- 7. Binding effect: It is intended that this instrument shall be recorded and that any subsequent transferee of the property or any part thereof by acceptance and delivery of deed or conveyance of said property shall be deemed to have consented to and become bound to these terms. The provisions hereof are intended to run with the land and be a restriction upon the property and shall be binding upon the parties, their heirs, personal representatives, successors and assigns.

Dated this 7 day of July 2006.

O'Dell A. Sorlie
O'DELL A. SORLIE

Katherine M. Sorlie
KATHERINE M. SORLIE

STATE OF MONTANA)
)ss.
County of Sanders)

This instrument was acknowledged before me on this 7th day of July 2006, by O'Dell A. Sorlie and Katherine M. Sorlie.

Sue Manley
Notary Public for the State of Montana
Printed name:
Residing at: *Thompson Falls*
My Commission expires: *12-31-2009*



EASEMENT LOCATION EXHIBIT

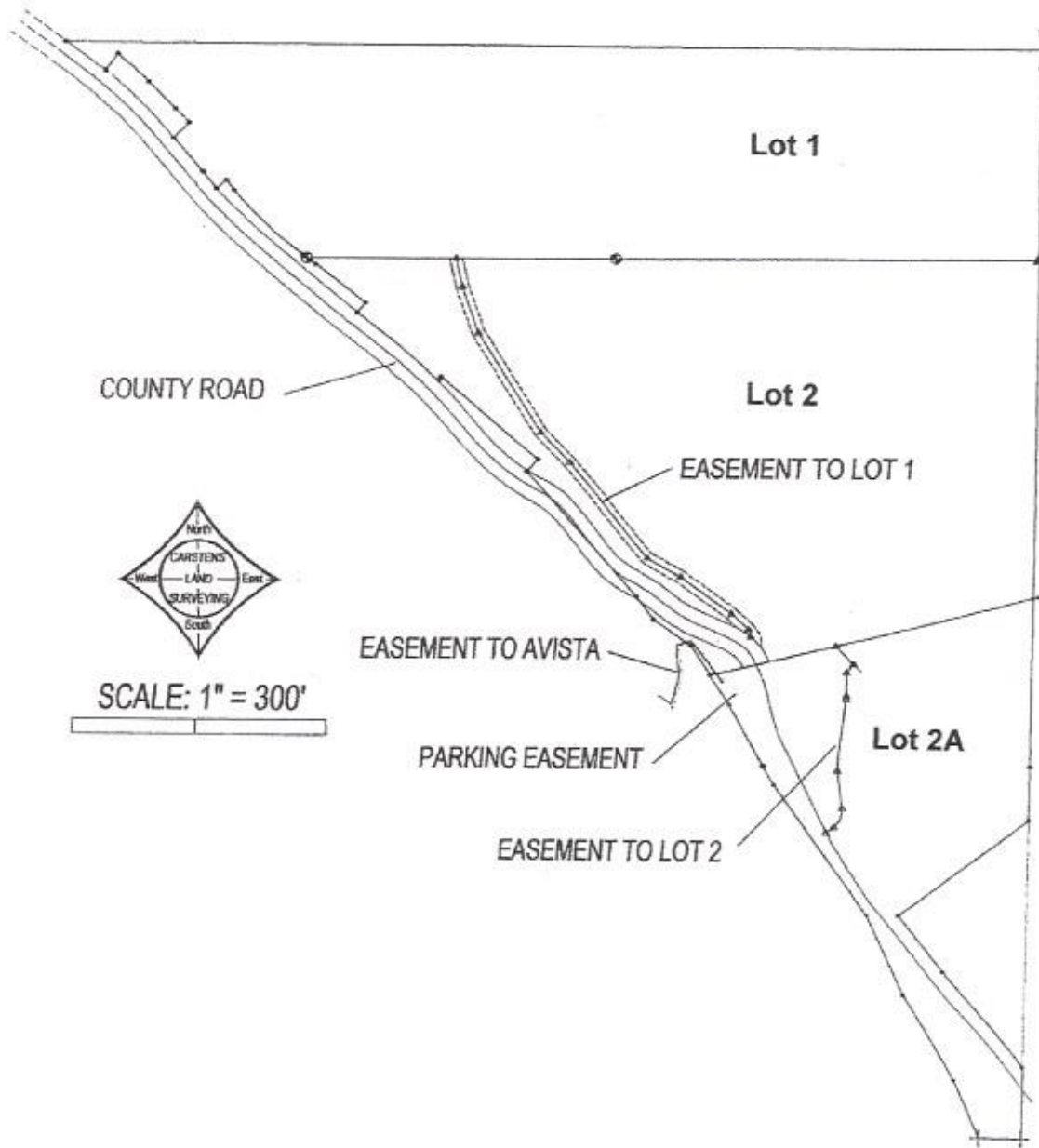


Exhibit B

PARKING AREA
 THE TRUE POINT OF BEGINNING BEING THE SE CORNER PARKING AREA AT EDGE OF ROAD, SAID TRUE POINT OF BEGINNING BEARS N37° 45' 57"W 1213.62 FEET FROM THE SE CORNER OF SECTION 25, THENCE S82° 47' 4"W FOR 40.00 FEET TO THE SW CORNER PARKING AREA, THENCE N34° 35' 16"W FOR 78.57 FEET TO THE NW CORNER PARKING AREA, THENCE N87° 33' 34"E FOR 40.00 FEET TO THE NE CORNER PARKING AREA AT THE EDGE OF ROAD, THENCE S41° 48' 0"E FOR 40.00 FEET TO THE EDGE OF ROAD, THENCE S23° 12' 42"E FOR 27.61 FEET TO THE EDGE OF ROAD, THENCE S21° 17' 48"E FOR 11.00 FEET TO THE SE CORNER PARKING AREA AT EDGE OF ROAD, TO THE TRUE POINT OF BEGINNING, THE AREA BEING 0.07 ACRES.

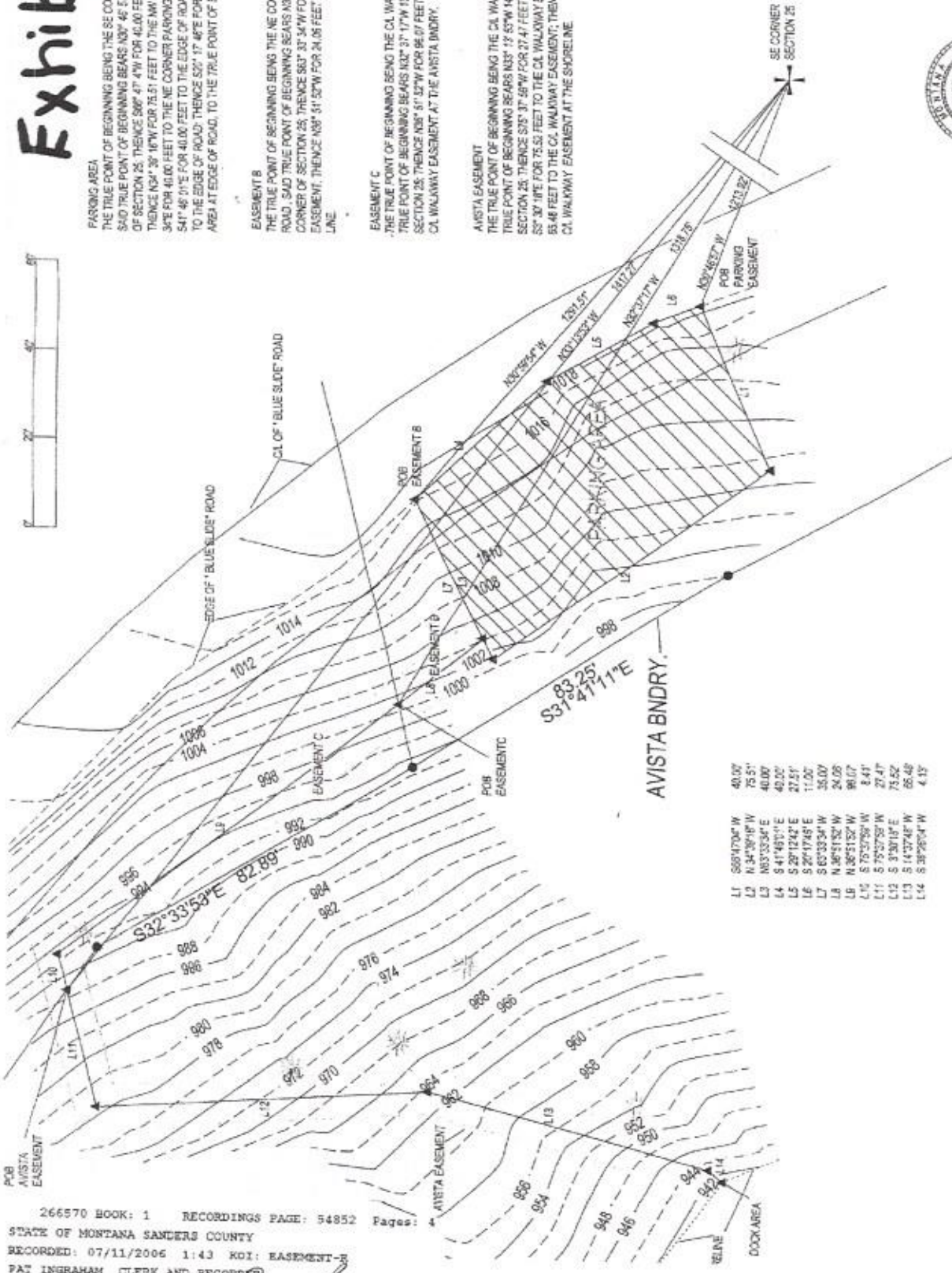
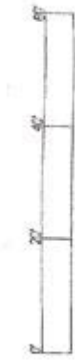
EASEMENT B
 THE TRUE POINT OF BEGINNING BEING THE NE CORNER PARKING AREA AT THE EDGE OF ROAD, SAID TRUE POINT OF BEGINNING BEARS N20° 57' 54"W 1291.51 FEET FROM THE SE CORNER OF SECTION 25, THENCE S63° 37' 34"W FOR 84.00 FEET TO THE CL WALKWAY EASEMENT AT PROPERTY LINE, THENCE N38° 31' 50"W FOR 24.05 FEET TO THE CL WALKWAY EASEMENT AT PROPERTY LINE.

EASEMENT C
 THE TRUE POINT OF BEGINNING BEING THE CL WALKWAY EASEMENT AT PROP LINE, SAID TRUE POINT OF BEGINNING BEARS N23° 31' 17"W 1918.70 FEET FROM THE SE CORNER OF SECTION 25, THENCE N38° 51' 37"W FOR 96.07 FEET, THENCE S75° 37' 59"W 8.41 FEET TO THE CL WALKWAY EASEMENT AT THE AVISTA BNDRY.

AVISTA EASEMENT
 THE TRUE POINT OF BEGINNING BEING THE CL WALKWAY EASEMENT AT PROP LINE, SAID TRUE POINT OF BEGINNING BEARS N33° 12' 57"W 1417.27 FEET FROM THE SE CORNER OF SECTION 25, THENCE S75° 37' 59"W FOR 27.47 FEET TO THE CL WALKWAY EASEMENT, THENCE S21° 17' 48"E FOR 75.53 FEET TO THE CL WALKWAY EASEMENT, THENCE S41° 37' 40"W FOR 55.48 FEET TO THE CL WALKWAY EASEMENT, THENCE S38° 26' 04"W FOR 4.13 FEET TO THE CL WALKWAY EASEMENT AT THE SHORELINE.

54852

CERTIFICATE OF SURVEY



L1	S69°17'04" W	40.07
L2	N 34° 39' 18" W	75.51
L3	N83°33'34" E	40.00
L4	S 41° 48' 0" E	40.00
L5	S 29° 12' 42" E	27.51
L6	S 21° 17' 48" E	11.00
L7	S 65° 33' 34" W	35.00
L8	N 36° 51' 52" W	24.05
L9	N 36° 51' 52" W	96.07
L10	S 75° 37' 59" W	8.41
L11	S 75° 37' 59" W	27.47
L12	S 33° 12' 57" E	75.52
L13	S 14° 37' 45" W	65.48
L14	S 38° 26' 04" W	4.13

266570 BOOK: 1 RECORDINGS PAGE: 54852 Pages: 4
 STATE OF MONTANA SANDERS COUNTY
 RECORDED: 07/11/2006 1:43 KOI: EASEMENT-B
 PAT INGRAM CLERK AND RECORDER
 FER: \$28.00 BY: *Pat Ingram*
 TO: O'DELL SOBIE 6 SQUIRE LN, TROUT CREEK, MT 59874

Return to:

First American Title Co.
P.O. Box 850
Thompson Falls, MT 59873

WARRANTY DEED

FOR VALUE RECEIVED:

O'DELL A. SORLIE and KATHERINE M. SORLIE
6 Squire Lane, Trout Creek, MT 59874

the Grantors, do hereby grant, bargain, sell and convey unto

GAIL WALLACE
123 Foster Creek Road, Toledo, WA 98591

the Grantee, the following described premises in Sanders County, Montana, to wit:

A tract of land located in the Southeast Quarter (SE1/4) of Section 25, Township 24 North, Range 31 West, P.M.M., Sanders County, Montana, more particularly described as **Lot 1 of Certificate of Survey No. 2675MS**, filed for record June 26, 2006, Sanders County records.

SUBJECT TO:

- a) Easement in favor of Sanders County, disclosed in Book 26 of Deeds, Page 296, Sanders County records.
- b) All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Certificate of Survey No. 550, recorded June 2, 1981 and Certificate of Survey No. 958, recorded October 21, 1988 and Certificate of Survey No. 2675MS, recorded June 26, 2006, Sanders County records.
- c) Provisions contained in that certain Certificate, executed by the State of Montana, Department of Health and Environmental Sciences, Misc. File No. COS 958-A, records of Sanders County, Montana. (For Certificate of Survey No. 958)
- d) Effects of that Easement disclosed on the face of Certificate of Survey No. 2675MS as Misc. File No. 5707, Sanders County records.
- e) Effects of those Restrictions disclosed on the face of Certificate of Survey No. 2675MS as Misc. File No. 5708, Sanders County records.
- f) Effects of that Waiver disclosed on the face of Certificate of Survey No. 2675MS as Misc. File No. 5709, Sanders County records.
- g) Effects of that Amended Easement recorded July 11, 2006 as Micro No. 54852, Sanders County records.
- h) Effects of the Corrected Amended Easement recorded July 24, 2006 as Micro No. 55000, Sanders County records.
- i) All reservations, rights-of-way, easements, licenses, restrictions and covenants of record or visible on the premises.

gwl

30-166715

TOGETHER WITH all improvements, appurtenances and hereditaments thereunto or anywise appertaining.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all encumbrances and that they will warrant and defend the same from all lawful claim whatsoever.

DATED this 14 day of October 2009.

O'dell A. Sorlie
O'DELL A. SORLIE

Katherine M. Sorlie
KATHERINE M. SORLIE

STATE OF MONTANA)
)ss.
County of Sanders)

This instrument was acknowledged before me on this 14th day of October 2009 by O'DELL A. SORLIE and KATHERINE M. SORLIE.



Brandee Bache
Notary Public for the State of Montana
Printed Name: Brandee BACHE
Residing at: PAINS
My Commission Expires: 2-12-11

281531 BOOK: 1 RECORDINGS PAGE: 67437 Pages: 2
STATE OF MONTANA SANDERS COUNTY
RECORDED: 10/15/2009 2:19 KOI: WAR DEED
JENNINE ROBBINS CLERK AND RECORDER
FEE: \$14.00 BY: Brandee Bache
TO: FIRST AMERICAN TITLE COMPANY OF MT BOX 850, THOMPSON FALLS,

Return to:

**DECLARATION OF EASEMENTS AND RESTRICTIONS
FOR THREE CONTIGUOUS PARCELS OF REAL PROPERTY**

Whereas, the Declarants are the owners of the following described real property in Sanders County, Montana:

A tract of land located in the SE ¼ of Section 25, Township 24 North, Range 31 West, P.M.M., Sanders County, Montana, described as C.O.S. 958, Sanders Co. Records.

AND

A subdivision Plat No. COS 2675MS, located in the SE ¼ of Section 25, T24N, R31W, P.M.M., Sanders Co. Records.

Now, therefore, the Declarants do hereby declare that the property above-described shall be sold and conveyed subject to the following easements, restrictions and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, restrictions, and conditions shall run with the real property, and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

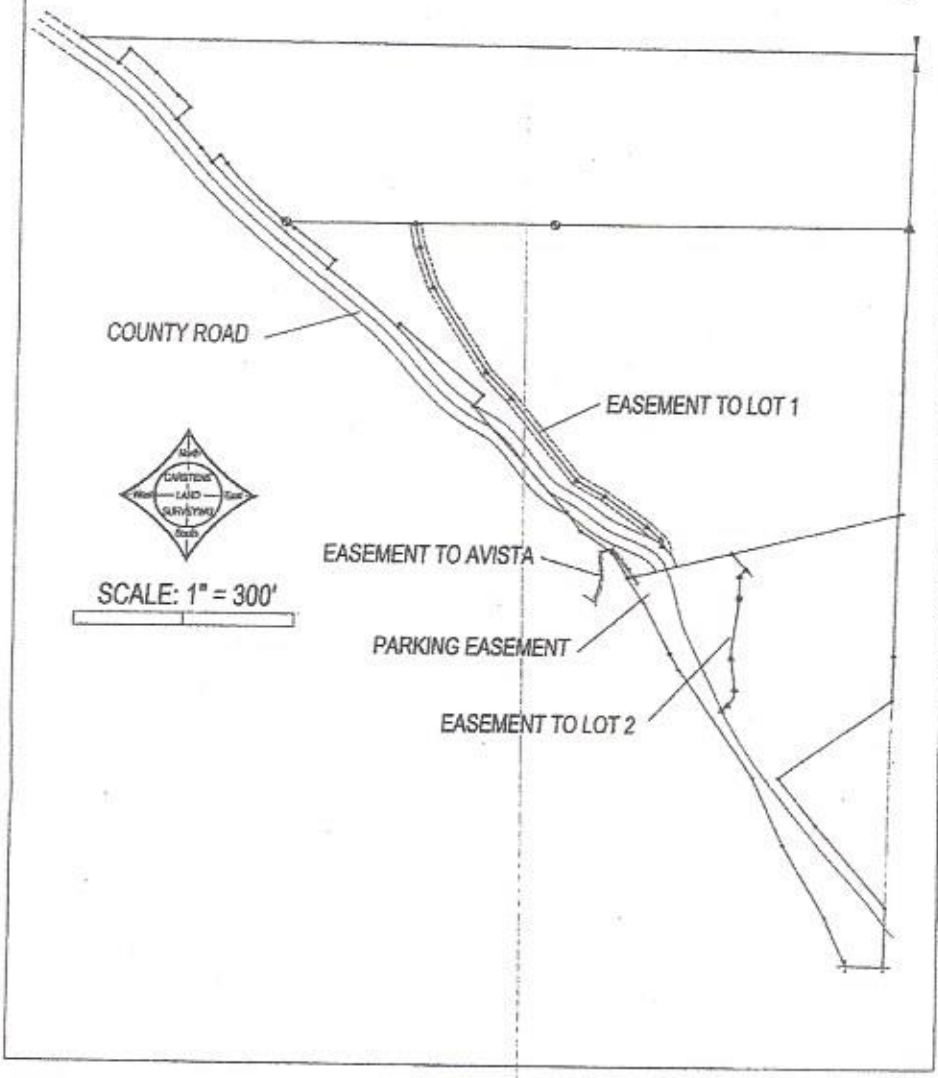
1. Easement for Lot 1: There is hereby granted an open, perpetual, non-exclusive easement for private access and buried public utilities 40 feet in width across Lot 2-A and appurtenant to and for the benefit of Lot 1. This is depicted as "EASEMENT TO LOT 1" on attached exhibit "A".
2. Easement for Lot 2: There is hereby granted an open, perpetual, non-exclusive easement for private access and buried public utilities 60 feet in width across Lot 2A and appurtenant to and for the benefit of Lot 2. This is depicted as "EASEMENT TO LOT 2" on attached exhibit "A".
3. Either of the above easements may be fenced on either or both sides and have a cattle guard placed at either or both ends, should the owner of the servient estate choose to do so. The expense to be borne by the owner of the servient estate.

To the extent the easement is used by the owner of the servient estate, the servient estate owner shall bear the expense of maintenance in proportion to such use.
4. Parking easement: There is hereby granted an open, perpetual exclusive easement for parking of vehicles for those using the trail to access the boat dock and Noxon Rapids Reservoir. This easement is appurtenant to and for the benefit of Lots 1, 2 and 2A. The parking area is limited to three(3) vehicles, with no more than one(1) vehicle per lot. This easement is depicted as parking easement on attached exhibit "B".

The owners of Lots 1, 2 and 2A shall share equally the responsibility for maintenance and upkeep of the parking area, trail to the reservoir and any dock permitted by Avista, to be located at the end of the reservoir trail. The owners of the three lots are hereby deemed to be members of an informal organization, "Blueside Dock Group", for the purpose of applying for and receiving a dock and trail permit from Avista. The Group shall designate in writing one of its members as the responsible party for all communications with Avista.

5. Trail easement: There is hereby granted an open, perpetual, non-exclusive easement for foot traffic, across Lots 2A and 2, designated as Easement B and Easement C on attached exhibit "B". This easement is 10 feet in width. This easement is appurtenant to and for the benefit of Lots 1, 2 and 2A. Its use is limited to the Lot owners and their invited guests. This trail will

EASEMENT LOCATION EXHIBIT *A*



be used in conjunction with a permit that may be granted by Avista, for foot traffic across its land to access the boat dock area and Noxon Rapids Reservoir.

6. Enforcement: The Declarants or any owner who is in compliance with these easements and conditions, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, easements and provisions of this Declaration now or hereinafter imposed pursuant to the provisions of this Declaration. The failure by the Declarants, or any lot owner to enforce any provision herein contained shall not be deemed a waiver of the right to do so thereafter. The Declarants shall have no duty to take any affirmative action to enforce any provision herein, nor shall they be subject to any liability for their failure to so act.

If any person entitled to do so shall bring formal legal action to enforce any provision herein, the prevailing party to such action shall be entitled to recover from the other party reasonable attorney's fee and costs of the action.

It is hereby declared that the Sanders County Justice Court shall have original jurisdiction and is a proper forum for any enforcement action initiated hereunder.

7. Binding effect: It is intended that this instrument shall be recorded and that any subsequent transfer of the property or any part thereof by acceptance and delivery of deed or conveyance of said property shall be deemed to have consented to and become bound to these terms. The provisions hereof are intended to run with the land and be a restriction upon the property and shall be binding upon the parties, their heirs, personal representatives, successors and assigns.

Dated this 26th day of May, 2006.

O'Dell A. Sorlie
O'DELL A. SORLIE

Katherine M. Sorlie
KATHERINE M. SORLIE

STATE OF MONTANA)
) ss.
County of Sanders)

This instrument was acknowledged before me on this 26th day of May, 2006, by O'Dell A. Sorlie and Katherine M. Sorlie.

Sue Ann Selig
Notary Public for the State of Montana
Printed name: SUE ANN SELIG
Residing at Thompson Falls
My Commission expires: 12-12-2009

AE-50768
CAS 2005 MS

CM-11151550
11/1/05

STATE OF ARIZONA
DEPARTMENT OF REVENUE
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AMOUNT OF \$5000
→ 24/05