

After recording, please return to :
Gina Gahagan
Gallatin National Forest
P.O. Box 130
Bozeman, MT 59771-0130

NOTICE OF EASEMENTS

For

National Forest System Roads No. 166B and No. 166D

WHEREAS, the United States claims an interest in and to certain National Forest System roads located in Gallatin and Madison Counties, Montana, currently designated by the USDA Forest Service ("Forest Service") as "**West Fork Loop Road No. 166B**" and "**Basin Road No. 166D**" as generally depicted on vicinity map, attached hereto as **Exhibit A**.

WHEREAS, Corcoran Pulpwood Company, a corporation under the laws of the State of Montana, granted a perpetual easement to the United States, for **West Fork Loop Road No. 166B**, and **Basin Road No. 166D**, on November 28, 1967, and recorded November 29, 1967 in Book 24 of Miscellaneous, page 223, records of Gallatin County, attached hereto as "**Exhibit B**", over and across the following non-federal land:

PRINCIPAL MERIDIAN, MONTANA

Township 6 South, Range 3 East,

Section 21, SW $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$,
SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$,

Section 26, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, and

Section 27, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$,
NW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.

WHEREAS, the United States granted a perpetual easement to Corcoran Pulpwood Company for **West Fork Loop Road No. 166B**, in which the United States reserved the right to use said road for all purposes deemed necessary for administration and utilization of the grantors lands, granted September 1, 1966 and recorded April 23, 1982, in Book 69 of Miscellaneous, page 858 records of Gallatin County, Montana, attached hereto as "**Exhibit C**", over and across the following non-federal land:

PRINCIPAL MERIDIAN, MONTANA

Township 6 South, Range 3 East,

Section 22, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, and
Section 28, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$.

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WHEREAS, the United States issued a patent to Marie H. Ankeny on May 25, 1982, and recorded on June 9, 1982 in Book 70 of Deeds, page 267, records of Gallatin County, Montana attached hereto as “**Exhibit D**”, which was subject to interests, rights, and privileges of both the United States and Corcoran Pulpwood Company as set forth in a perpetual easement for **West Fork Loop Road No. 166B**, dated September 1, 1966 and recorded April 23, 1982, in Book 69 of Miscellaneous, page 858 records of Gallatin County, Montana, attached hereto as “**Exhibit C**”, over and across the following non-federal land:

PRINCIPAL MERIDIAN, MONTANA
Township 6 South, Range 3 East,

Section 22, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, and E $\frac{1}{2}$ SW $\frac{1}{4}$.

WHEREAS, Robert and Patricia Donovan, granted a perpetual easement to the United States, for **West Fork Loop Road No. 166B**, on July 29, 1980, and recorded August 1, 1980 in Book 57 of Miscellaneous, page 1452, records of Gallatin County, attached hereto as “**Exhibit E**”, over and across the following non-federal land:

PRINCIPAL MERIDIAN, MONTANA
Township 6 South, Range 3 East,

Section 26, W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$.

WHEREAS, Lone Peak, Inc., granted a perpetual easement to the United States, for **West Fork Loop Road No. 166B**, on June 5, 1981, and recorded June 16, 1981 in Book 63 of Miscellaneous, page 2220, records of Gallatin County, attached hereto as “**Exhibit F**”, over and across the following non-federal land:

PRINCIPAL MERIDIAN, MONTANA
Township 6 South, Range 3 East,

Section 27, NW $\frac{1}{4}$ SW $\frac{1}{4}$, and S $\frac{1}{2}$ SW $\frac{1}{4}$.

WHEREAS, The McDougal Foundation, Inc., granted a perpetual easement to the United States for **Basin Road No. 166D**, dated November 20, 1997, and recorded March 18, 1998 Book 416 Records on page 716-718, records of Madison County, Montana; attached hereto as “**Exhibit G**”, over and across the following non-federal land:

PRINCIPAL MERIDIAN, MONTANA
Township 6 South, Range 3 East

Section 20, NE $\frac{1}{4}$.

WHEREAS, since the granting of said perpetual road easements to the United States, and/or reserving the right to use said roads, the Forest Service has held, and continues to hold, jurisdiction, management and maintenance responsibilities for **West Fork Loop Road No. 166B** and for **Basin Road No. 166D**.

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WHEREAS, since the granting of said road easements to the United States, and/or reserving the right to use said roads, the Forest Service and its assigns, including the public at large, has held, and continues to hold, the right to use **West Fork Loop Road No. 166B** and for **Basin Road No. 166D**.

NOW THEREFORE, in consideration of the above, the United States hereby continues to claim said easements as rights of the United States, to be used for any and all purposes deemed necessary or desirable in connection with the control, management, utilization and administration of National Forest System lands, and the Public is hereby put on Notice of the above-cited easements.

Executed this 26 day of April, 2006.

By: Rebecca Heath
REBECCA HEATH
Forest Supervisor
Gallatin National Forest

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ACKNOWLEDGMENT

STATE OF Montana)
County of Gallatin)ss.

On this 26th day of April, 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Rebecca Heath, Forest Supervisor, Gallatin National Forest, Northern Region, Forest Service, Department of Agriculture, the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that she is the Forest Supervisor of Gallatin National Forest and that said instrument was signed on behalf of the United States of America by its authority duly given and by her delivered as and for its act and deed. And she did further acknowledge that she executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



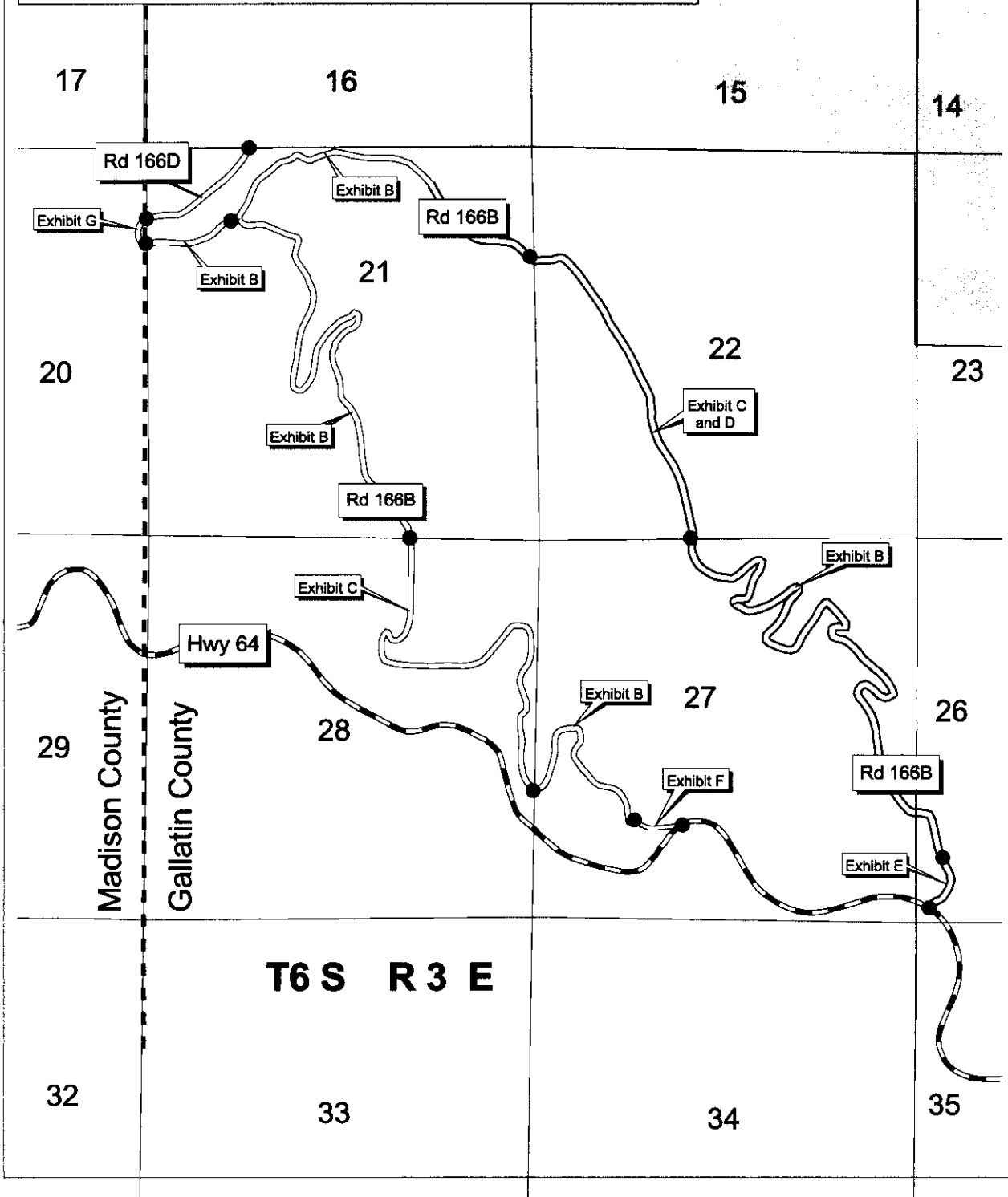
Robert L. Dennee
Name (Printed) Robert L. Dennee
Residing at Bozeman, Montana
My Commission Expires Feb 18, 2009

EXHIBIT A
West Fork Loop Road 166B and Basin Road 166D

National Forest lands
 Private lands

2000 0 2000 4000 Feet

4/21/06 jsr



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Exhibit B

Book 24 of Miscellaneous, Page 223

Records of Gallatin County, Montana

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RIGHT-OF-WAY EASEMENT

THIS INSTRUMENT, made this 28th day of November, 19 67, between CORCORAN PULPWOOD COMPANY, a corporation organized and existing under the laws of the State of Montana, Grantor, party of the first part and the UNITED STATES OF AMERICA, whose post office address is Washington, D.C., Grantee, party of the second part,

WITNESSETH:

That for and in consideration of One Dollar (\$1.00) and the grant of reciprocal rights, the receipt of which is hereby acknowledged, the party of the first part does hereby grant and convey unto the party of the second part and its assigns, all right, title, and interest to an easement and rights-of-way 66 feet in width (33 feet each side of a centerline) with such additional width as necessary to protect cuts and fills, for roads now existing and in place, to be reconstructed, improved, used, patrolled, operated, and maintained on, over, along, and across the following described premises situated in the county of Gallatin, State of Montana, to-wit:

1. Road No. 166 beginning at its junction with the County Road at a point on the south line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, T. 6 S., R. 3 E., P.M.M., and crossing lands owned or controlled by the Grantor in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, and NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 35; SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26; SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, and SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27; all in T. 6 S., R. 3 E., P.M.M., and terminating on the west line of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 27, as shown colored red on the attached Exhibit A.

2. Road No. 2657 beginning at its junction with Road No. 166 in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, T. 6 S., R. 3 E., P.M.M., and crossing lands owned or controlled by the Grantor in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35; all in T. 6 S., R. 3 E., P.M.M., and terminating on west line of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 35, as shown colored green on the attached Exhibit A.

3. Road No. 166B beginning at its junction with Road No. 166 in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, T. 6 S., R. 3 E., P.M.M., and crossing lands owned or controlled by the Grantor in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27; SW $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21; NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26; all in T. 6 S., R. 3 E., P.M.M., and terminating at its junction with Road No. 16.1 in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 26, as shown colored blue on the attached Exhibit A.

4. Road No. 16.1 beginning at its junction with Road No. 166 in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 35, T. 6 S., R. 3 E., P.M.M., and crossing lands owned or controlled by the Grantor in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 35; SW $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26; SE $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 27; SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 15; all in T. 6 S., R. 3 E., P.M.M., and terminating at a point on the west line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 15, as shown colored orange on the attached Exhibit A.

5. Road No. 166D beginning at its junction with Road No. 166B in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, T. 6 S., R. 3 E., P.M.M., and crossing lands owned or controlled by the Grantor in the NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, and SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, T. 6 S., R. 3 E., P.M.M., and terminating at the north line of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 21, as shown colored yellow on the attached Exhibit A.

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This easement is being granted, and the roads thereon were constructed in compliance with the terms and conditions contained in Timber Sale Contract No. A1 FS 16216 entered into between the United States and Corcoran Pulpwood Company on the 29th day of June, 1951, which contract is on file in the office of the Forest Supervisor, Gallatin National Forest, Bozeman, Montana.

The acquiring agency is the Forest Service, U. S. Department of Agriculture.

If the roads are located substantially as described herein the centerline of the roads as constructed are hereby deemed as accepted by the Grantor as the true centerline of the easement granted.

This conveyance is made subject to the following reservations:

1. The rights-of-way herein described as pertain to the S $\frac{1}{2}$ of Section 26 and all Section 35, T. 6 S., R. 3 E., are subject to that certain warranty deed executed by the Grantor to Jack M. Hume, et ux, on November 10, 1959, and recorded on December 14, 1959, in Book 132 of Deeds, at pages 566 and 567, records of Gallatin County, Montana.
2. All rights-of-way herein described are subject to the rights reserved by Corcoran Pulpwood Company in its deed to Northern Pacific Railway Company dated February 2, 1965, and recorded February 18, 1965, in Book 147 of Deeds, at page 371, records of Gallatin County, Montana, and also recorded on March 3, 1965, in Book 212 of Deeds, at page 92, records of Madison County, Montana.
3. All rights-of-way herein described are subject to the rights reserved by the Northern Pacific Railway Company in its deed to the United States dated July 20, 1965, and recorded April 8, 1966, in Book 150 of Deeds, at page 567, records of Gallatin County, State of Montana.

The rights, privileges and authorities herein granted are for the use and enjoyment of the Grantee for any and all purposes deemed necessary or desirable in connection with the control, management, and administration of the National Forest, or the resources thereof, and, insofar as compatible therewith, use by the general public, and the rights, privileges and authorities herein granted shall continue as long as used for the purposes granted, but if for a period of five years the Grantee shall cease to use the roads, or parts thereof, for the purposes granted, or shall abandon the same, then, in any such events, the premises traversed thereby shall be freed from said easement, or parts thereof, as fully and completely as if this indenture had not been made. In the event of such nonuse for the period stated the Regional Forester shall furnish to the Grantor a statement in recordable form evidencing such nonuse.

IN WITNESS WHEREOF, the Grantor has caused these presents to be sealed with its corporate seal and signed by its President & Secretary the day and year first above written.

In Presence Of:

[Signature]
[Signature]

CORCORAN PULPWOOD COMPANY

By [Signature]
Attest: [Signature]

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STATE OF MONTANA)
) ss.
County of Gallatin)

On this 28th day of November, 1967, before me, a Notary Public for the State of Montana, personally appeared DONALD A. CORCORAN and GERALD H. DELIN, known to me to be the President and Secretary, respectively, of CORCORAN PULPWOOD COMPANY, a Montana corporation, and acknowledged to me that they executed the within instrument for and on behalf of said Corporation.

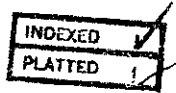
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year in this certificate first above written.



Max Jager

Notary Public for the State of Montana.
Residing at Bozeman, Montana.
My Commission expires April 5, 1969.

21032



State of Mont., County of Gallatin, as Filed for record November 29, 1967
at 11:00 A. M., and recorded in Book 24 of MISCELLANEOUS page 223
CARL L. STUCKY Recorder. By Richard D. Maxwell Deputy

Rt: Forest Supervisor
Box 130; Bozeman, Mont.

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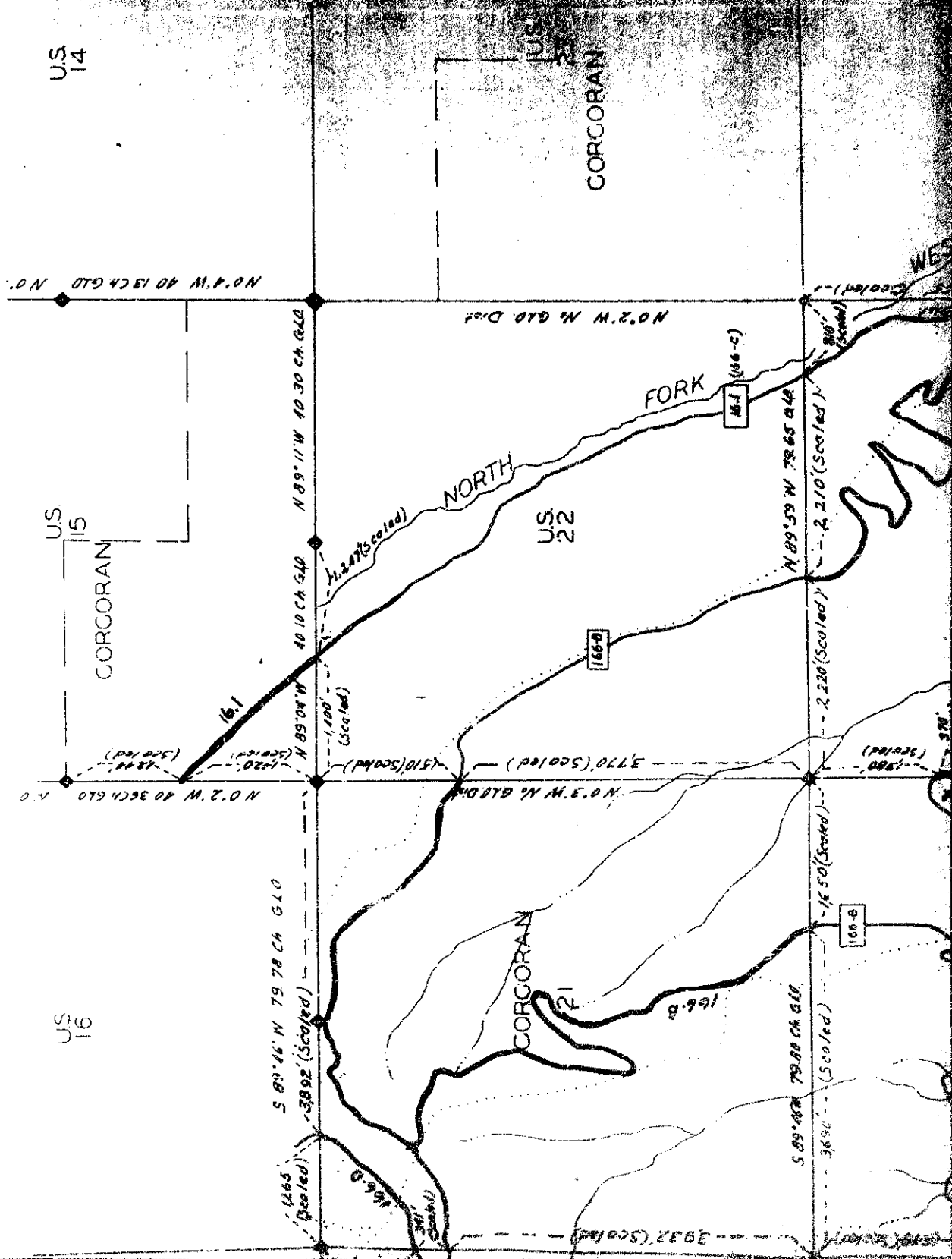
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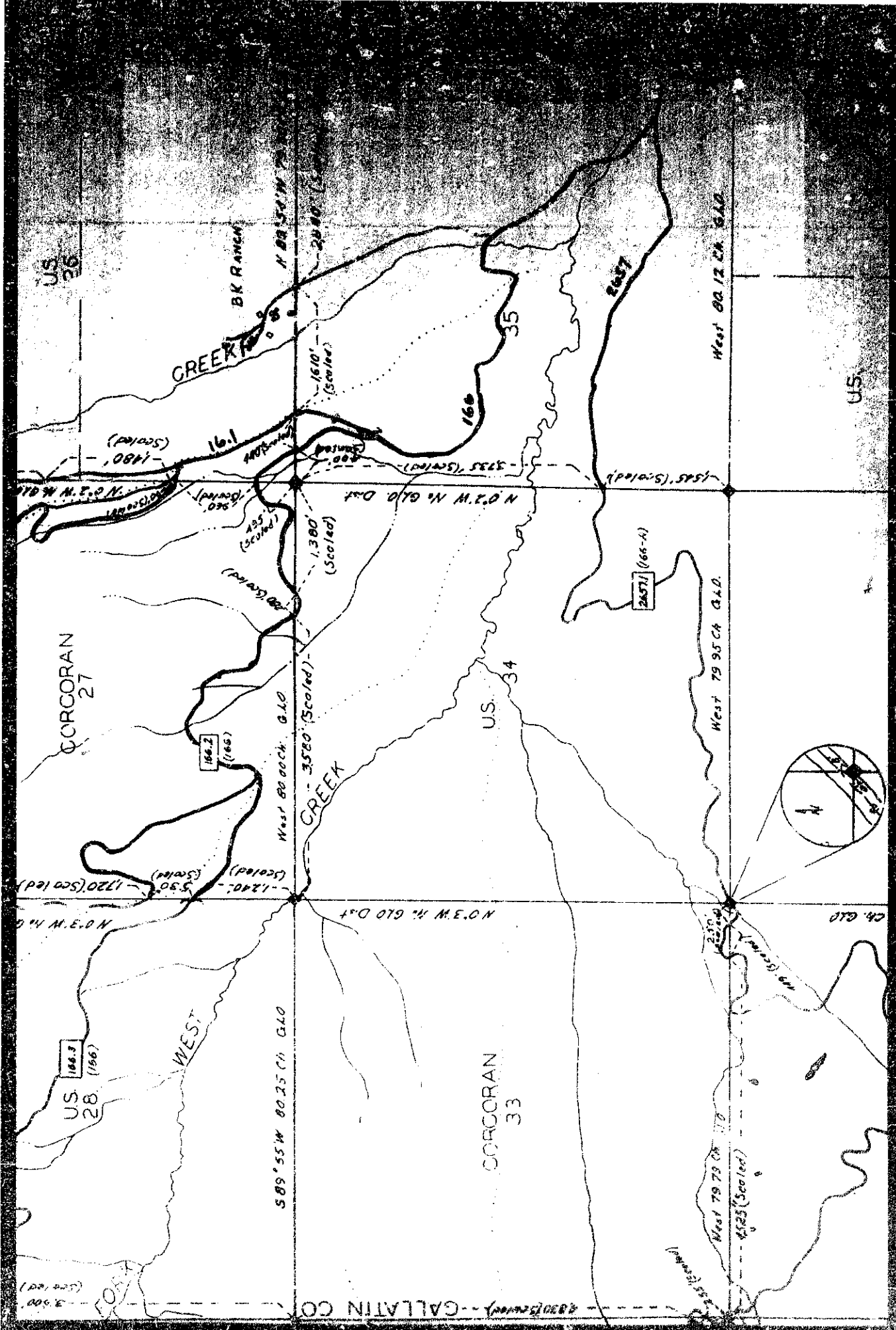


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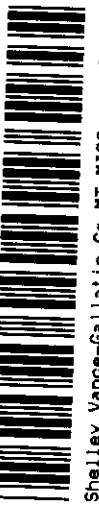
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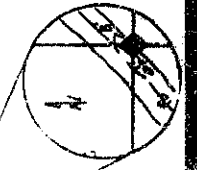


Exhibit C

Book 69 of Miscellaneous, Page 858

Records of Gallatin County, Montana

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Shelley Vance-Gallatin Co MT MISC 237.00

Rt: Forest Service
P.O. Box 130
\$10.00 PD

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FILED 69 PAGE 858

State of Mont., County of Gallatin, so Filed for record April 23, 1982
at 2:50 P.M. and recorded in Book 69 of MISCELLANEOUS page 358
Lucille C. Buldge Recorder. By Shelley, M. Davis Deputy
EASEMENT

THIS EASEMENT, dated this 1st day of September, 1966,
from the United States of America, acting by and through the Forest
Service, Department of Agriculture, hereinafter called "Grantor," to
Corcoran Pumpwood Company, a corporation of the State of Montana, here-
inafter called "Grantee,"

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act
of October 13, 1964 (78 Stat. 1089, 16 USC 532-538), for a road over
certain lands or assignable easements owned by the United States in
the Counties of Gallatin and Madison, State of Montana, and adminis-
tered by the Forest Service, Department of Agriculture.

NOW, THEREFORE, Grantor, for and in consideration of one dollar (\$1.00)
and the grant of reciprocal rights-of-way received by Grantor, does
hereby grant to Grantee, its successors and assigns, and to successors
in interest to any lands now owned or hereafter acquired by Grantee,
subject to existing easements and valid rights, a perpetual easement
for a road along and across a strip of land, hereinafter defined as
the "premises," over and across the following described lands in the
Counties of Gallatin and Madison, State of Montana:

1. Jack Creek-West Fork Road No. 166 beginning at its junction with the county road at a point on the south line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 35, T. 6 S., R. 3 E., P.M.M., and crossing lands of the Grantor in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 34; SE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 28; NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 30, T. 6 S., R. 3 E., P.M.M., and terminating at a point in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 19, T. 6 S., R. 3 E., P.M.M.
2. Andecite Lookout Road No. 2657 beginning at its junction with Jack Creek-West Fork Road No. 166 in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 35, T. 6 S., R. 3 E., P.M.M., and crossing lands of the Grantor in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 34; SE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 32, T. 6 S., R. 3 E., P.M.M., also Lots 1, 2, 3, and 4, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 4, T. 7 S., R. 3 E., P.M.M., and terminating at a point in the NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 32, T. 6 S., R. 3 E., P.M.M.
3. Loop A Road No. 166-B beginning at its junction with Jack Creek-West Fork Road No. 166 in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 27, T. 6 S., R. 3 E., P.M.M., and crossing lands of the Grantor in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, and the NE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 28, T. 6 S., R. 3 E., P.M.M., SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, and the E $\frac{1}{2}$ SW $\frac{1}{4}$, Section 22, T. 6 S., R. 3 E., P.M.M.; and terminating at its junction with the North Fork Road No. 16.1 in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 26, T. 6 S., R. 3 E., P.M.M.
4. North Fork West Road No. 16.1 beginning at its junction with Jack Creek-West Fork Road No. 166 in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 35, T. 6 S., R. 3 E., P.M.M., and crossing lands of the Grantor in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, and the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 22, T. 6 S., R. 3 E., P.M.M.; and the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 26, T. 6 S., R. 3 E., P.M.M.; and terminating at a point on the west line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 15, T. 6 S., R. 3 E., P.M.M.

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Shelley Vance-Gallatin Co MT MISC

land office 11-14-66

- 5. Basin Creek Road No. 166-D beginning at its junction with Loop Road No. 166-B in the NW¹/₄ NW¹/₄, Section 21, T. 6 S., R. 3 E., P.M.M., and crossing lands of the Grantor in the SW¹/₄ SW¹/₄, Section 16, and in the E¹/₂ NW¹/₄, Section 20, all in T. 6 S., R. 3 E., P.M.M.

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately on Exhibit A attached hereto.

Said "premises" shall be 33 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

- A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee's right to use the road shall include, but shall not be limited to, use for the purpose of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

Subject to compliance with legal maximum dimensions and weights of motor vehicles imposed by State law on comparable public roads or highways; Provided, That gross vehicle weights of equipment or vehicles shall not exceed capacity of bridges and other structures, and Provided further, That cleared equipment shall not be used on paved roads.

- B. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.

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Shelley Vance-Gallatin Co MT MISC 237.00

- C. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- D. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantor permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantee, Grantee shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantor shall prohibit noncommercial use unless provision is made by Grantor or by the non-commercial users to bear proportionate maintenance costs.

- E. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinabove stated as payable to Grantee for use of the road: Provided, the amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted to Grantee: Provided, That all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
2. The right alone to extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantee or its successors: Provided, That such additional use also shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.

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237.00
Shelley Vance-Gallatin Co MT MISC

- 3. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road.
- 4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; provided the easement, or segment thereof, shall not be terminated for nonuse so long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement (pursuant to the act above-mentioned, the Delegation of Authority and Assignment of Functions by the Secretary of Agriculture dated December 24, 1953, 19 Fed. Reg. 74, the Delegation of Authority by the Chief, Forest Service, dated September 30, 1953, 28 Fed. Reg. 10828, and the Delegation of Authority by the Deputy Chief, Forest Service, dated April 16, 1965, 30 Fed. Reg. 5647, the provisions of which have been complied with), on the day and year first above-written.

UNITED STATES OF AMERICA

By *Neal M. Johnson*
Regional Forester
Forest Service
Department of Agriculture

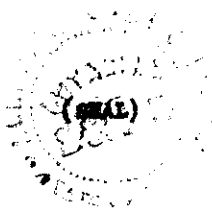
(SEAL)

ACKNOWLEDGMENT

STATE OF MONTANA }
County of Missoula } ss.

On the 1st day of September, 1966, before me, a Notary Public within and for said State, personally appeared *Neal M. Johnson* Regional Forester, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that he is the Regional Forester, Forest Service, Department of Agriculture; and that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



Francis Williams
Notary Public for the State of Montana
Residing at *Missoula*
My commission expires *August 15, 1967*

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Shelley Vance-Gallatin Co MT MISC 237.00

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OCT

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Shelley Vance-Gallatin Co MT MISC 237.00

Geographic Map
Survey Section, No. 466
U. S. Department of Agriculture
Forest Service, Region 1
SALIX NATIONAL FOREST
Madison and Gallatin Counties, Montana
April 1964
Photographic survey from 1963, 1:25,000 scale,
2 1/4-inch x 3 1/2-inch photography, with horizontal bar
developed from 60 second stadia between photo-
centric line centers.
1 inch = 3000 feet

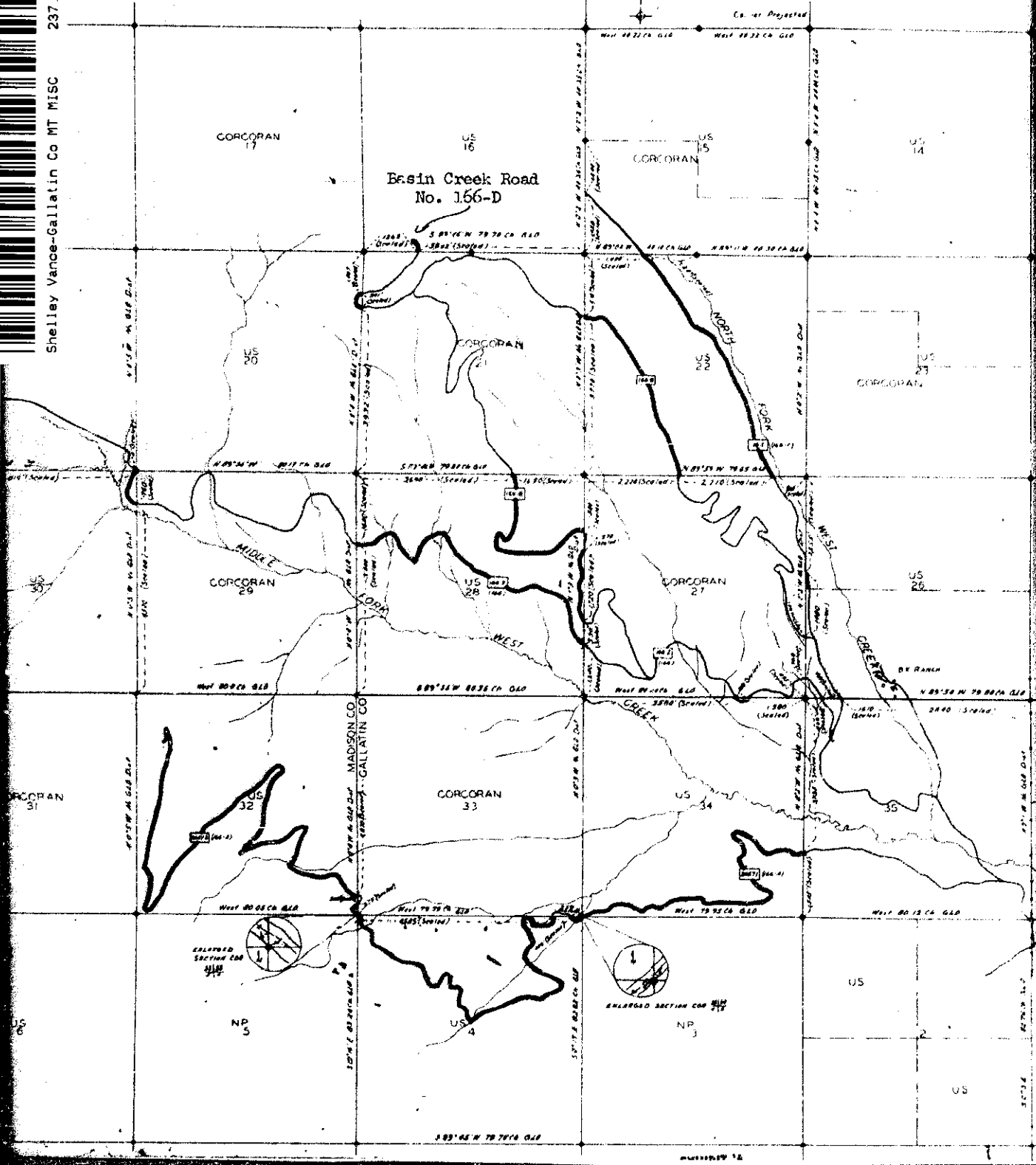
Note: All distances shown
are of bearing lines.

FILM 69 PAGE

R3E PMM

- Legend
- Line
 - Drain
 - Flag
 - Building
 - Point marker

Carl B. Fisher, Forester
Approved by Forest Engineer



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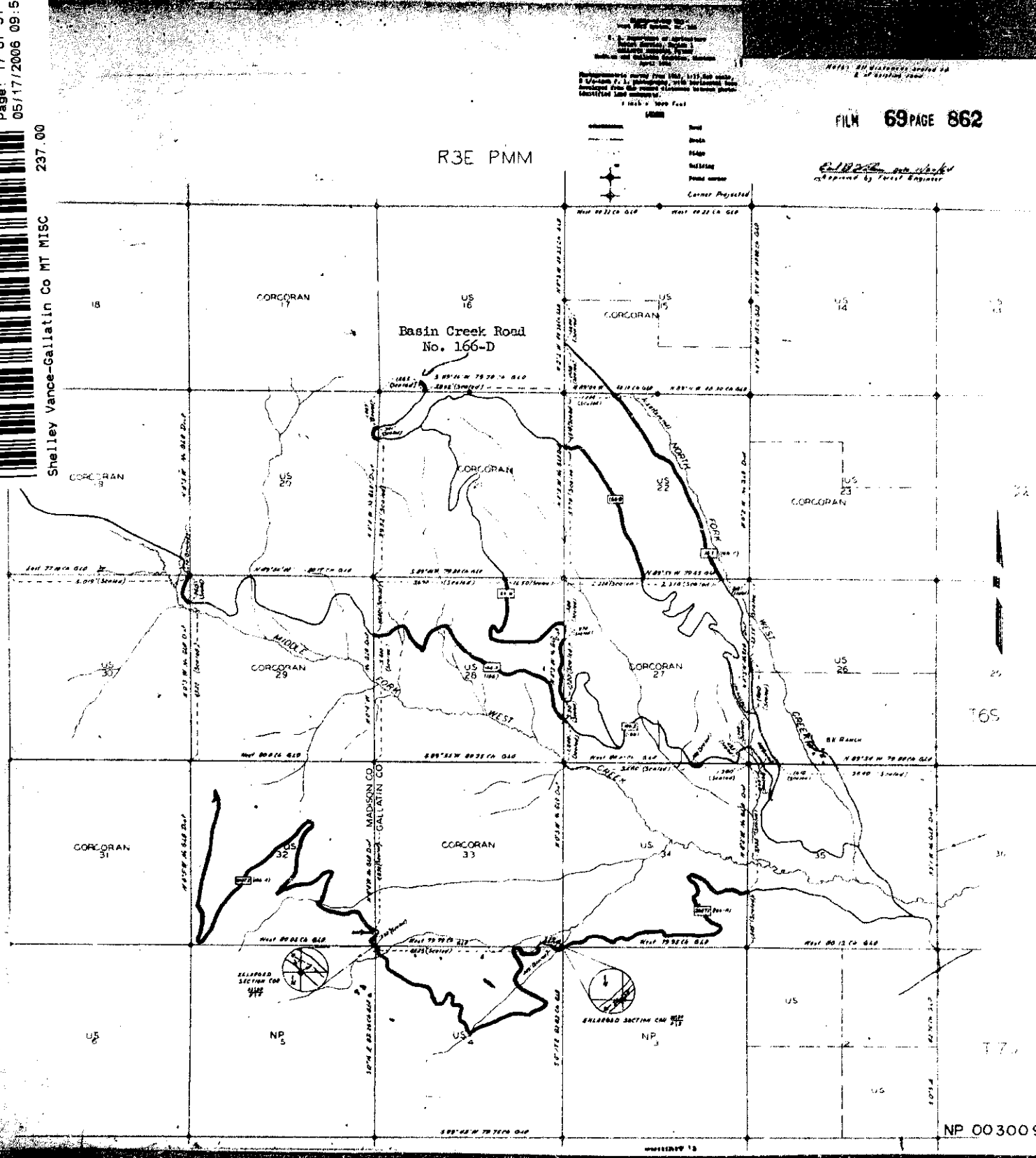
237.00

Shelley Vance-Gallatin Co MT MISC

R3E PMM

FILM 69 PAGE 862

Approved by Forest Engineer



NP 003009

Exhibit D

Book 70 of Deeds, Page 267

Records of Gallatin County, Montana

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Shelley Vance-Gallatin Co MT MISC 237.00

Re: Joseph W. Sabol
\$2.00



FILM 70 PAGE 267

98611

Form 188
July 1973
State of Mont., County of Gallatin, as Filed for record June 9, 1982
at 8:45 A. M. and recorded in Book 70 of DEEDS page 267
M-50362 Lucille C. Budge Recorder. By *[Signature]* Deputy

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, Marie H. Ankeny, being the owner of a certain tract of land situated in the Gallatin National Forest, Montana, has, under the provisions of the Act approved March 20, 1922, entitled, "An Act to consolidate national forest lands," as amended and supplemented, 16 U.S.C. 485-486, and the Act of October 21, 1976, 43 U.S.C. 1716, reconveyed and relinquished the said tract and under the provisions of said Acts, has selected in lieu thereof the following tract of land:

Principal Meridian, Montana

T. 6 S., R. 3 E.,

Sec. 22, S $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ and S $\frac{1}{2}$.

containing 400 acres.

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the above-named claimant, the land above-described; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant, and to her successors and assigns forever.

EXCEPTING AND RESERVING TO THE UNITED STATES from the land so granted:

1. All oil, gas, coal, and phosphate, with the right to mine and remove same in accordance with the provisions of the Act of February 28, 1925 (43 Stat. 1090); and

2. A right-of-way thereon for ditches or canals constructed by the authority of the United States; Act of August 30, 1890, 43 U.S.C. 945.

This patent is subject to the interests, rights and privileges of both the United States and Corcoran Pulpwood Company as set forth in that certain easement dated September 1, 1966, which interests, rights, and privileges, together with the right to construct, reconstruct, and maintain the roads are herein reserved, except the United States does not reserve in this patent the title to any timber within the easement, but only the right to cut and deck for use of the landowner such timber as may be necessary to accommodate the construction and maintenance of the roads on the reserved right-of-way. Easement recorded April 23, 1982, in Book 69 of Miscellaneous, page 858, Instrument No. 97258, records of Gallatin County, Montana, and recorded May 3, 1982, in Book 285 of Miscellaneous, page 240, Instrument No. 84314, records of Madison County, Montana.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Billings, Montana
the TWENTY-FIFTH day of MAY in the year
of our Lord one thousand nine hundred and EIGHTY-TWO
and of the Independence of the United States the two hundred
and sixth.

By *[Signature]*
Chief, Division of Operations

Patent Number 25-82-0194

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Shelley Vance-Gallatin Co MT MISC

Exhibit E

Book 57 of Miscellaneous, Page 1452

Records of Gallatin County, Montana

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Shelley Vance-Gallatin Co MT MISC 237.00

August 1

at 4:30 P. M., and recorded in Book 57 of MISCELLANEOUS page 1452

Lucille C. Bridges

Recorder.

By

EASEMENT

Fee: \$6.00pd

Rt: Forest Service, Box 130

PLATTED

76272

THIS EASEMENT, dated this 29 day of May, 1980, from Robert F. Donovan and Patricia L. Donovan, husband and wife, County of Gallatin, State of Montana, hereinafter called "Grantors," to the United States of America, hereinafter called "Grantee," whose address is Washington, D.C. 20013.

WITNESSETH:

Grantors, for and in consideration of \$1.00 received by Grantors, do hereby grant and convey unto the Grantee and its assigns, a perpetual easement for a road variable in width with such additional width as is necessary to accommodate and protect cuts and fills, over and across the following described lands in the County of Gallatin, State of Montana:

T. 6 S., R. 3 E., P.M.M.
sec. 26, N.W. SW, SW.

The said easement is in conformity with and located upon the ground according to the survey line, figures, measurements, widths, and other references shown on the plat hereto attached and made a part hereof. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by the Grantors as the true centerline of the easement granted.

Together with such reasonable rights of temporary use of the Grantors' lands immediately adjacent to said right-of-way as may be necessary for the construction, reconstruction, improvement, and maintenance of said road.

The acquiring agency is the Forest Service, Department of Agriculture.

Grantee alone may extend rights and privileges for use of the road to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public.

This conveyance is made subject to the following reservations by the Grantors, their heirs and assigns:

1. The right to cross and recross the easement at any point and for any purpose in such manner as will not materially interfere with the use of the road.
2. The right to all timber now or hereafter growing on the easement subject to Grantee's right to cut timber on the easement to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of standard lengths and decked along the road for disposal by the Grantors.

The Grantee will permit the Grantors, their heirs and assigns, to use the road to serve their property in accordance with the rules and regulations of the Secretary of Agriculture, 36 CFR 212.7-212.11 and 261.12, as the same may be amended, in such manner as not unreasonably to interfere with its use by the United States, its authorized users or assigns, or cause substantial injury thereto.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, or if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor a statement in recordable form evidencing termination.

APPROVED AND FORWARDED:
BY: [Signature] Recorder

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Shelley Vance-Gallatin Co MT MISC
237.00

IN WITNESS WHEREOF, the said Grantors have hereunto subscribed their names and affixed their seal on the day and year first above written.

Robert F. Donovan
Robert F. Donovan

Patricia L. Donovan
Patricia L. Donovan

ACKNOWLEDGMENT

STATE OF *Montana*)
County of *Blaine*) ss.

On this *29* day of *Sept*, 19*86*, before me, a Notary Public in and for the State of *Montana*, personally appeared Robert F. Donovan and Patricia L. Donovan, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Michael C. Tanscu
Notary Public for the State of *Montana*
Residing at *Blaine, Montana*
My commission expires *Dec 31, 1988*



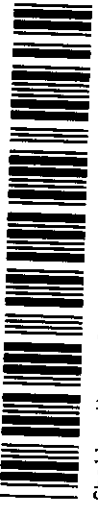
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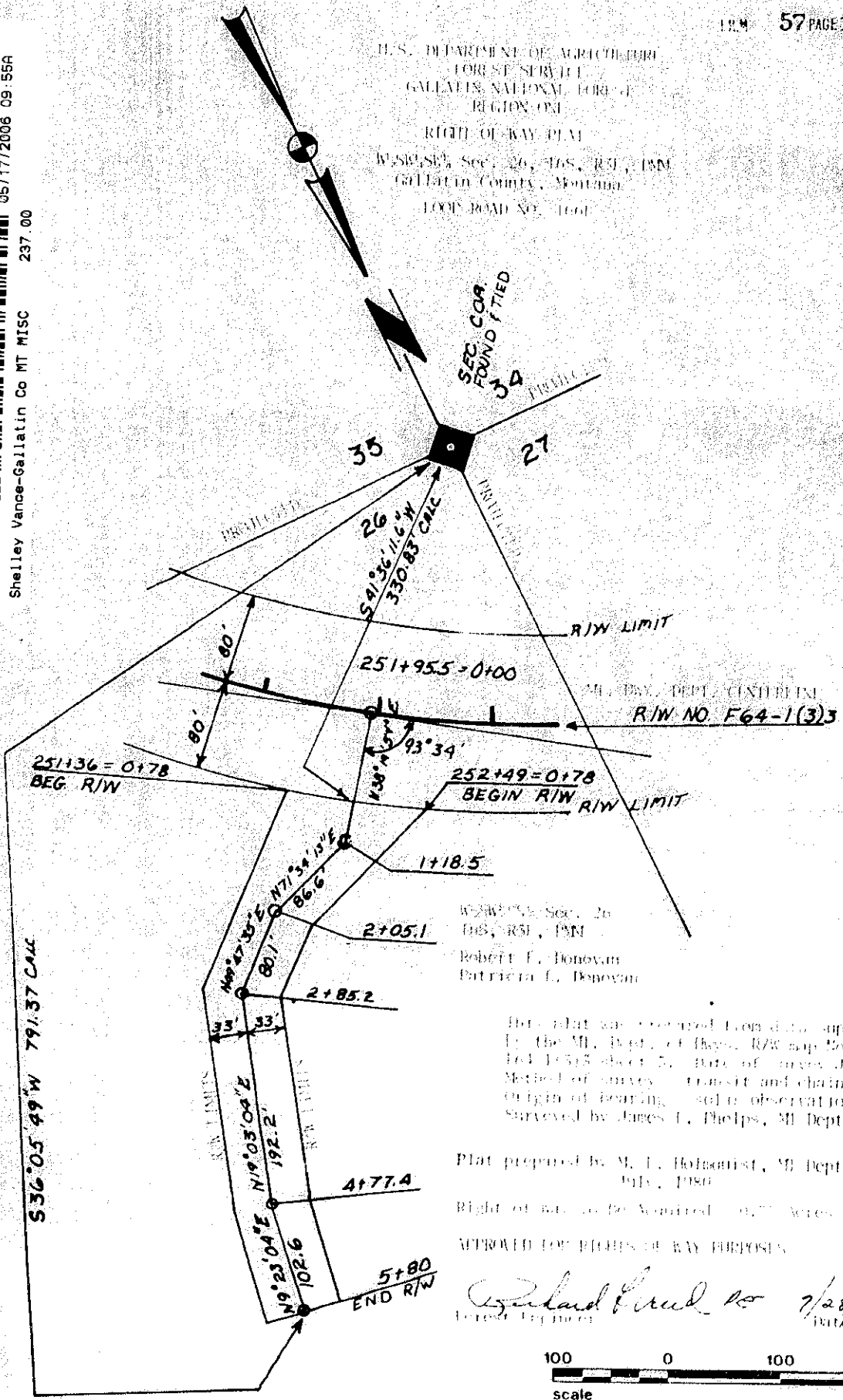
Shelley Vance-Gallatin Co MT MISC 237.00

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Shelley Vance-Gallatin Co MT MISC 237.00

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
GALLETIN NATIONAL FOREST
REGION ONE
RIGHT-OF-WAY PLAT
WEST 1/4 Sec. 26, T6S, R3E, T8M
Gallatin County, Montana
LOCAL ROAD NO. 1666



WEST 1/4 Sec. 26
T6S, R3E, T8M
Robert F. Donovan
Patricia L. Donovan

This plat was prepared from data supplied by the MT Dept. of Hys. R/W map No. 164-1454 sheet 2. Date of survey July 1980. Method of survey - transit and chain. Origin of bearing - celestial observation. Surveyed by James L. Phelps, MT Dept. Hys.

Plat prepared by M. L. Holmquist, MT Dept. Hys. July, 1980

Right of way to be Acquired - 0.77 Acres

APPROVED FOR PURPOSES OF RIGHT OF WAY PURPOSES

Richard L. ... 7/28/80
DATE



Exhibit F

Book 63 of Miscellaneous, Page 2220

Records of Gallatin County, Montana

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Shelley Vance-Gallatin Co MT MISC 237.00

Kt: Forest Service
\$6.00 pd

UNCLASIFIED

FILM 63 PAGE 2220

87423

State of Mont., County of Gallatin, ss Filed for record June 16, 1981
at 1:00 P.M., and recorded, in Book 63 of MISCELLANEOUS page 2220

Lucille A. Bridges Recorder. By Carey M. Taylor Deputy
EASEMENT

THIS EASEMENT, dated this 5th day of June, 1981,
from Lone Peak, Inc., a corporation of the State of Michigan, hereinafter
called "Grantor," to the United States of America, hereinafter called
"Grantee," whose address is Washington, D.C. 20013.

WITNESSETH:

Grantor, for and in consideration of \$1.00 received by Grantor, does hereby
grant and convey unto the Grantee and its assigns, subject to existing ease-
ments and valid rights, a perpetual easement for Loop Road No. 166B, along and
across a strip of land, hereinafter defined as the "premises," over and across
the following described lands in the County of Gallatin, State of Montana:

T. 6 S., R. 3 E., P.M.M.
sec. 27, NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$

The word "premises" when used herein means said strip of land, whether or not
there is an existing road located thereon. Except where it is defined more
specifically, the word "road" shall mean roads now existing or hereafter
constructed on the premises or any segment of such roads.

The location of said premises is shown approximately on Exhibit A attached
hereto.

Said premises shall be variable in width on each side of the centerline with
such additional width as required for accommodation and protection of cuts and
fills. If the road is located substantially as described herein, the center-
line of said road as constructed is hereby deemed accepted by Grantor and
Grantee as the true centerline of the premises granted. If any subsequent
survey of the road shows that any portion of the road, although located
substantially as described, crosses lands of the Grantor not described herein,
the easement shall be amended to include the additional lands traversed; if
any lands described herein are not traversed by the road as constructed, the
easement traversing the same shall be terminated in the manner hereinafter
provided.

The acquiring agency is the Forest Service, Department of Agriculture.

This grant is made subject to the following terms, provisions, and conditions
applicable to Grantee, its permittees, contractors, and assigns:

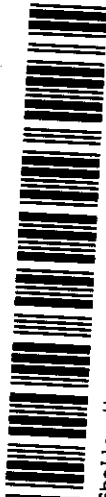
- A. Except as hereinafter limited, Grantee shall have the right to use
the road on the premises without cost for all purposes deemed
necessary or desirable by Grantee in connection with the protection,
administration, management, and utilization of Grantee's lands or
resources, now or hereafter owned or controlled, subject to such
traffic-control regulations and rules as Grantee may reasonably
impose upon or require of other users of the road. Grantee shall
have the right to construct, reconstruct, and maintain roads within
the premises.

Grantee alone may extend rights and privileges for use of the
premises to other Government departments and agencies, States, and
local subdivisions thereof, and to other users including members of
the public.

- B. Grantee shall have the right to cut timber upon the premises to the
extent necessary for constructing, reconstructing, and maintaining
the road. Timber so cut shall, unless otherwise agreed to, be cut
into logs of lengths specified by the timber owner and decked along
the road for disposal by the owner of such timber.

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Shelley Vance-Gallatin Co MT MISC 237.00

APPROVED BY T. C. ...
BY J. C. Williams - JUNE 15/81

This easement is granted subject to the following reservations by the Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

1. The right to use the road hereinafter to be constructed for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources now or hereafter owned or controlled, subject, however, to traffic-control regulations as Grantee may reasonably impose, the bearing of road maintenance costs proportionate to use and the sharing of the cost of construction or reconstruction proportionate to use, in each case as authorized and provided by the regulations of the Secretary of Agriculture and as they may be amended and published in the Code of Federal Regulations.
2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with the use of the road.
3. The right to all timber now or hereafter growing on the premises, subject to the Grantee's right to cut timber as hereinbefore provided.

If the Regional Forester determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the appropriate Regional Forester to the Grantor or his successors or assigns in interest.

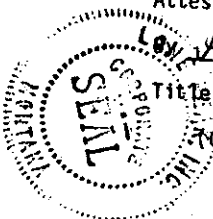
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above written.

LONE PEAK, INC.

By [Signature]
Title Gen. Mgr. Asst Sec.

Attest:

[Signature]
Title Co. Engineer
(Corporate Seal)



ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss.

On this 5th day of June, 1981, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Robert J. Fritz, known to me to be the Gen. Mgr./Asst Sec. of Lone Peak, 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 official seal the day and year first above written.

[Signature] (SEAL)
Notary Public for the State of Montana
Residing at Big Sky
My commission expires 04-17-82



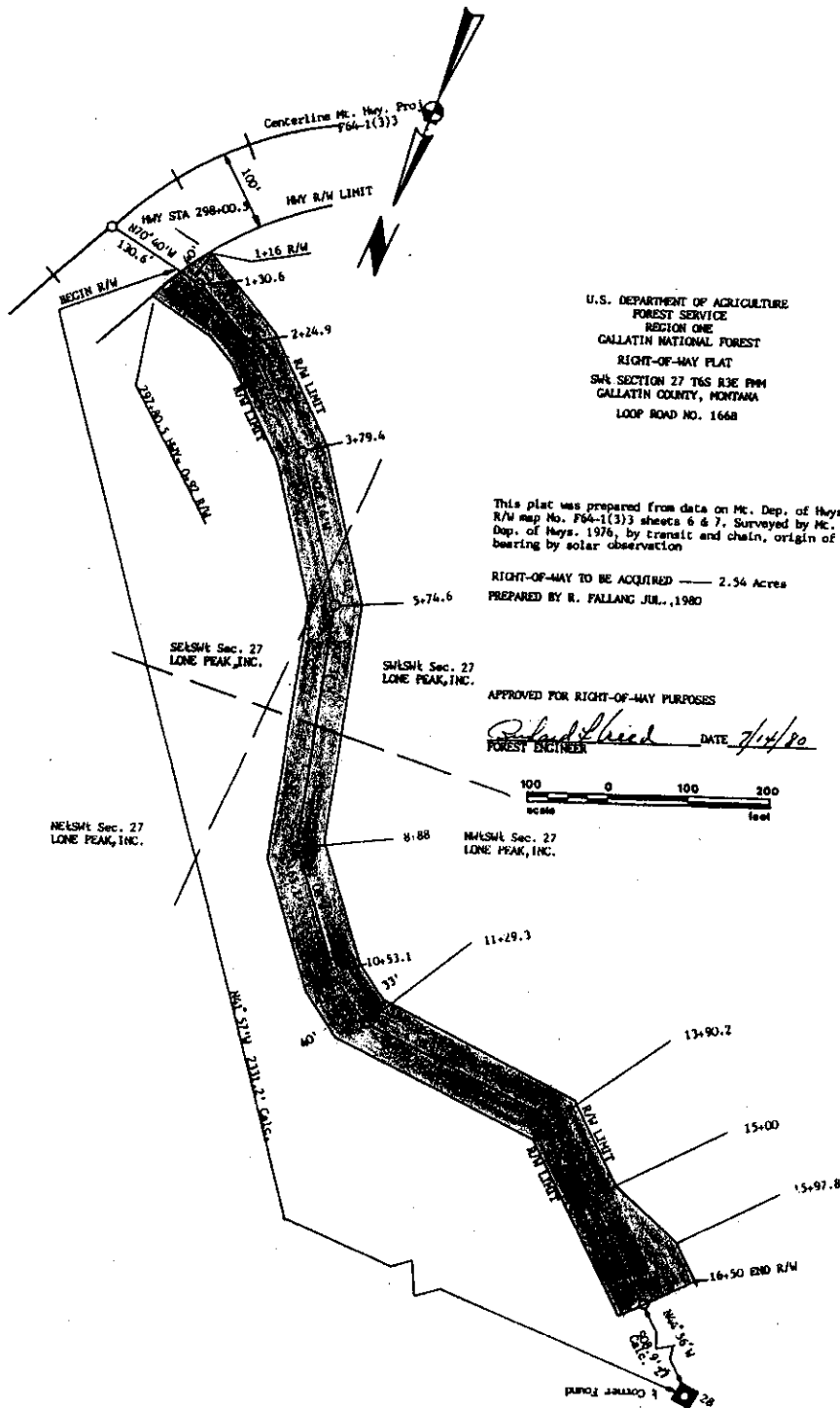
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Shelley Vance-Gallatin Co MT MISC



U.S. DEPARTMENT OF AGRICULTURE
 FOREST SERVICE
 REGION ONE
 GALLATIN NATIONAL FOREST
 RIGHT-OF-WAY PLAT
 SW/4 SECTION 27 T6S R3E PM
 GALLATIN COUNTY, MONTANA
 LOOP ROAD NO. 1668

This plat was prepared from data on Mt. Dep. of Hgys.
 R/W map No. F64-1(3)3 sheets 6 & 7. Surveyed by Mt.
 Dep. of Hgys. 1976, by transit and chain, origin of
 bearing by solar observation

RIGHT-OF-WAY TO BE ACQUIRED — 2.54 Acres
 PREPARED BY R. FALLANG JUL., 1980

APPROVED FOR RIGHT-OF-WAY PURPOSES
R. Fallang DATE 7/14/80
 FOREST ENGINEER



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 Shelley Vance-Gallatin Co MT MISC 237.00

EXHIBIT "A"

Exhibit G

Book 416 Records on Page 716-718

Records of Madison County, Montana

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Shelley Vance-Gallatin Co MT MISC 237.00

APPROVED AS TO CONSIDERATION, DESCRIPTION, AND CONDITIONS. 065265. BOOK 416 PAGE 716
BY Jana M. Schrage DATE 3/2/98
USDA - FOREST SERVICE Corporation - Existing Road

ROAD EASEMENT

THIS EASEMENT, dated this 20 day of NOVEMBER, 19 97, from THE McDOUGAL FOUNDATION, INC. a non-profit corporation of the State of Oregon, of 303 Donegal Drive, Bozeman, Montana 59715, hereinafter called "Grantor," to the UNITED STATES OF AMERICA, hereinafter called "Grantee," whose address is Washington, DC 20013,

WITNESSETH:

Grantor, for and in consideration of One and 00/100 dollar (\$1.00), received by Grantor, does hereby grant to Grantee and its assigns, subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the "premises," over and across the following described lands in the County of Madison, State of Montana:

**TOWNSHIP 6 SOUTH, RANGE 3 EAST, P.M., MT
Section 20**

BASIN ROAD NO. 166D

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately on EXHIBIT A attached hereto.

Said "premises" shall be sixty (60) feet in width, thirty (30) feet on each side of the centerline, with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The acquiring agency is the Forest Service, Department of Agriculture.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns:

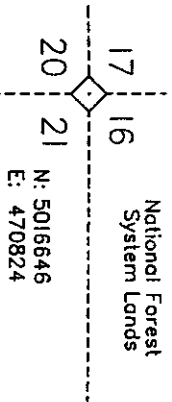
- A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises. Grantee alone may extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public.
- B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.

This easement is granted subject to the following reservations by the Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

- 1. The right to use the existing road described herein for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources now or hereafter owned or controlled, **subject, however,** to traffic-control regulations as Grantee may reasonably impose and the bearing of road maintenance costs proportionate to use, in each case as authorized and provided

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Shelley Vance-Gallatin Co MT MISC 237.00

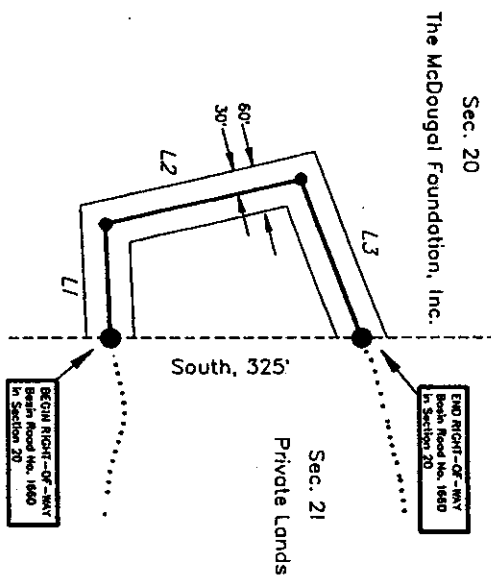
065265



RIGHT-OF-WAY EXHIBIT

Forest Road Easement for
 Basin Road No. 166D in
 NE 1/4 Section 20, T. 6 S. R. 3 E., P.M.
 Madison County, Montana
 Total Right-of-Way Area: 0.869 ac.

BASIS OF BEARING:
 GPS: NAD 27 Universal Transverse
 Mercator Coordinate System
 (not related to geodetic)



PURPOSE OF SURVEY
 The purpose of this survey is to display the existing location of Basin Road No. 166D within the NE 1/4 of Section 20, T. 6 S., R. 3 E., for a road right-of-way easement from The McDougal Foundation, Inc. to the United States of America.

METHOD OF SURVEY
 The location survey was performed in July, 1993 using a resource grade Global Positioning System (GPS). Positions were kinematically collected along the easement at an approximate interval of 15 feet. The distance from the corner to the road is rounded to the nearest 25 feet and nearest degree to represent the accuracy that can be expected from resource grade GPS equipment. The UTM coordinates for the section corner are expected to be within 5 meters of the true location.

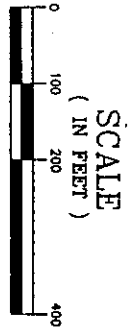
EASEMENT
 The road right-of-way easement to be granted is a strip of land sixty (60) feet in width, thirty (30) feet either side of the existing centerline. The easement begins and ends on the section line between secs. 20 and 21, T. 6 S., R. 3 E., Basin Road No. 166D, as it exists on the ground, is a monument to itself. The easement is intended to be on the road where it now exists.

RIGHT-OF-WAY SUMMARY
 Right-of-way limits are 60 feet; 30 feet each side of described centerline.

LINE	DIRECTION	DISTANCE
L1	S. 88° W.	150'
L2	N. 13° W.	229'
L3	N. 69° E.	222'

CENTERLINE TOTAL: 631 ft., AREA TOTAL: 0.869 ac.

- LEGEND**
- ≡ Easement centerline and right-of-way limits
 - Easement angle points, not monumented.
 - L/E See R/W summary table for bearing and distance of centerline segment.
 - ◇ USFS aluminum monument, 7977S.
 - N/E Universal Transverse Mercator coordinates (NAD27, meters) determined from resource grade GPS.
 - - - - - Projected section line
 - Existing road, across private lands as mapped by GPS.



U.S. DEPARTMENT OF AGRICULTURE GALLATIN NATIONAL FOREST FOREST SERVICE, REGION 1	
REVIEWED BY: <i>[Signature]</i> FOREST LAND SURVEYOR	11-14-97 DATE
APPROVED FOR RIGHT-OF-WAY PURPOSES <i>[Signature]</i> FOREST ENGINEER	
SURVEYED BY: J. KEMPF, 7/93, J29BLF DRAWN BY: M. VANAUSSOL, 10/97, J452RF	
11-14-97 DATE	