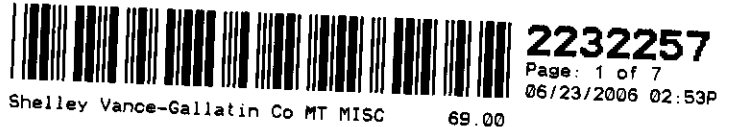


When recorded, please return to:
Kasting, Kauffman & Mersen, P.C.
716 S. 20th Ave. Suite 101
Bozeman, MT 59718



NOTICE AND DECLARATION OF NON-EASEMENT
Regarding
Section 21, Township 6 South, Range 3 East

WHEREAS the United States has claimed an interest in certain easements that traverse land located in Gallatin County and more particularly described as Section 21, Township 6 South Range 3 East , P.M.M. ("Section 21");

WHEREAS, the United States, through the United States Forest Service, claims that its easement rights for roads over Section 21 they call 166B and 166D arise out of an easement granted by Corcoran Pulpwood Company, a Montana corporation, to the United States dated November 28, 1967 and recorded with the Gallatin County Clerk and Recorder on November 29, 1967 in Book 24 of Miscellaneous page 223 (the "Corcoran Easement"), attached hereto as Exhibit A;

WHEREAS, the Corcoran Easement provides, in part, that if for a period of five years the United States ceases to use the roads, or parts thereof, for the purposes granted, or shall abandon the same, then, in any such events, the premises traversed there by shall be freed from said easement, or parts thereof, as fully and completely as if the easement had not be made;

WHEREAS, for a period of five years, the United States has ceased to use those portions of the roads they call 166B and 166D for the purposes granted by the Corcoran Easement as they traverse Section 21;

NOW THEREFORE, in consideration of the above, the undersigned owner of Section 21 hereby claims that Section 21 is free of the easements created by the Corcoran Easement and the United States has no easement rights across Section 21 arising out of the Corcoran Easement.

Dated this 22nd day of June, 2006.

A handwritten signature in black ink, appearing to read 'Stan Schlueter', is written over a horizontal line.

Stan Schlueter, owner of record of
Section 21, Township 6 South,
Range 3 East, Gallatin County, MT

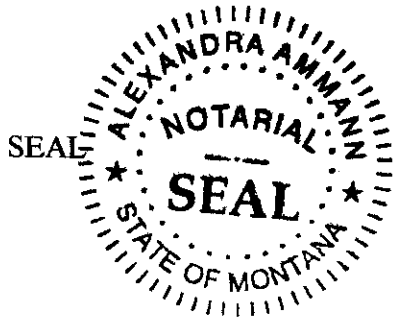
STATE OF MONTANA)

:SS

Gallatin County)

On this 2nd day of June, 2006, before me, a Notary Public in and for the State of Montana, personally appeared STAN SCHLUETER known to me to be the person whose name is subscribed to this instrument and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Alexandra Ammann

Printed Name Alexandra Ammann

NOTARY PUBLIC STATE OF MONTANA

Residing at: Belgrade

My Commission expires 7/14/2007



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Shelley Vance-Gallatin Co MT MISC 69.00

RIGHT-OF-WAY EASEMENT

THIS INDENTURE, made this 24th day of November, 1987, between CORCORAN PULPMWOOD 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 $\frac{1}{4}$, 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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Exhibit A

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 S¹/₄ 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 372, 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.

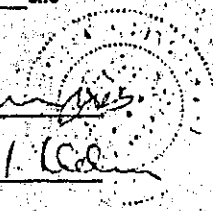
IN WITNESS WHEREOF, the Grantor has caused these presents to be sealed with its corporate seal and signed by its President & Secretary the day and year first above written.

In Presence Of:

W. S. Lee
How Hagen

CORCORAN PULPWOOD COMPANY

By: David A. Brunjes
Attest: Donald H. Wade



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Shelley Vance-Gallatin Co MT MISC

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 Sager

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

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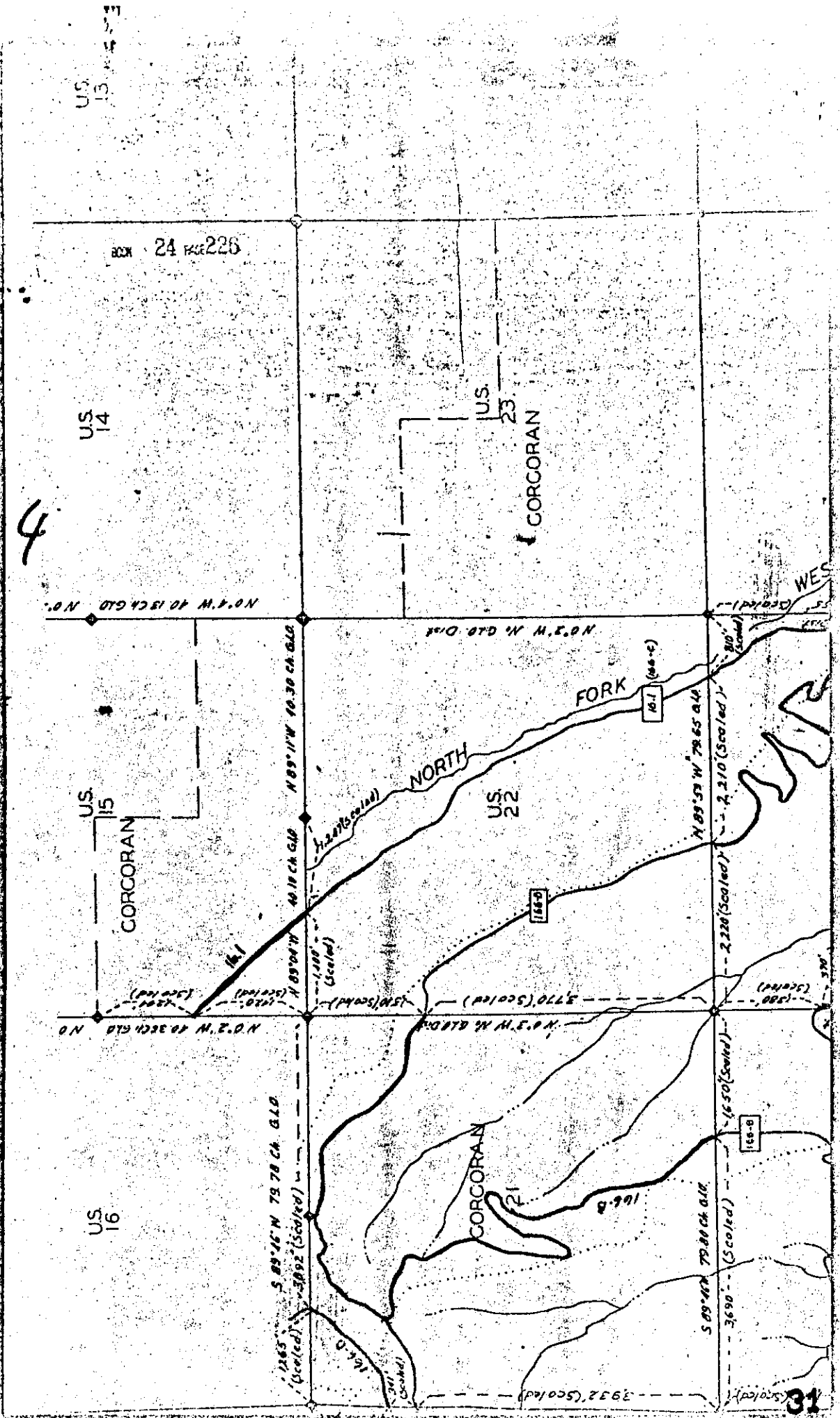
State of Mont., County of Gallatin, as Filed for record November 29, 1967
at 11:00 A. M., and recorded in Book 24 of MISCELLANEOUS page 223
CARL L. STUCKY Recorder. By *Carl L. Stucky* Deputy

Rt: Forest Supervisor
Box 130; Bozeman, Mont.

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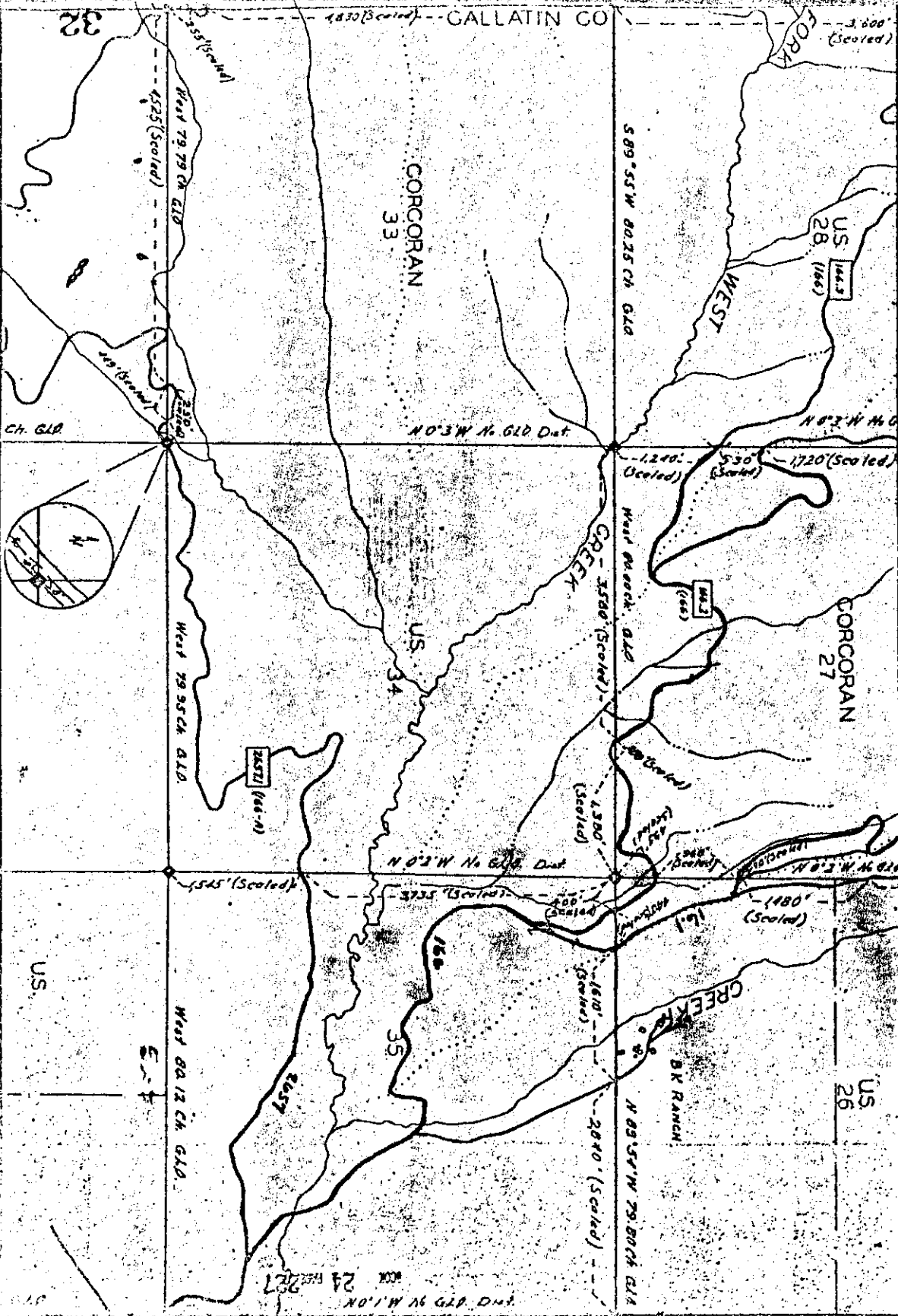
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