

RAICH MONTANA
PROPERTIES LLC



Rare Luccock Park Acreage

264 Luccock Park Road, Livingston, Montana

MARCIE HERTZ, Broker | Associate

406.223.4466

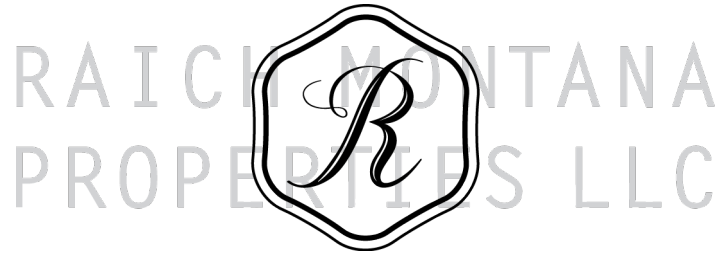
1808 East River Road, Livingston MT 59047

marciehertz@wispwest.net

www.tracyraich.com

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NOTICE: The real estate offerings contained herein are subject to errors, omissions, prior sale, change or withdrawal without notice, and approval of purchase by owner. Information regarding land classifications, acreages, carrying capacities, potential profits, etc., are intended only as general guidelines and have been provided by sources deemed reliable, but whose accuracy we cannot guarantee. Prospective buyers should verify all information to their satisfaction.



Rare Luccock Park Acreage

264 Luccock Park Road

Livingston, Montana 59047

PROPERTY DESCRIPTION

This rare and beautiful acreage in the coveted Pine Creek area of Paradise Valley is tucked up against the base of the majestic Absaroka Beartooth Mountains with magnificent views of Black Mountain. This secluded property is accessed from Luccock Park Road about a mile from the Pine Creek Campground. Downtown Livingston is only 14 +/- miles away.

The 40 acres is graced with Douglas fir, lodge pole pine, juniper and aspens, wild strawberries, raspberries, chokecherries and thimbleberries. There is a beautiful site of approximately 1 acre for a cabin/home. The natural spring is registered for stock use.

Elk, moose, deer, turkey and bears visit the property, while nearby trails lead into the wilderness where you can ride all the way to Yellowstone National Park and enjoy streams and glacial lakes. This premier recreational property is truly a rare find.

MLS #199354

Tracy Raich Broker/Owner 406.223.8418 ▪ Marcie Hertz, Broker Associate 406.223.4466

1808 East River Road ▪ Livingston ▪ MT ▪ 59047

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Legal Description:	The SE1/4 of the NE1/4 of Section 18, Township 4 South, Range 10, East, P.M.M., Park County, Montana.
Total Acreage:	40 Acres Forest Land
Borders Public Land:	Gallatin National Forest Service boundary on east side of property
Buildings:	Limited to two single-family residences each no more than 3000 sf of heated living area is allowed, per easements
Allowed Uses:	Agricultural, logging, recreational, and residential
Road Easements:	Yes, see attached
Taxes:	\$20.63 in 2013
Spring/Water Right:	Per State of Montana, Dept. of Natural Resources: Water Right Number: 43B 23579 00 Statement of Claim Purpose: Stock Maximum Volume: "This water right includes the amount of water consumptively used for stock watering purposes at the rate of 30 gallons per day per animal unit. Animal units shall be based on reasonable carrying capacity and historical use of the area serviced by this water source." Source: Spring, Unnamed Tributary of Pine Creek Source Type: Surface water
Well:	Buyer's Responsibility
Septic:	Buyer's Responsibility
Power:	Power is in the area. Buyer to verify availability of power and cost of installation to subject property with Park Electric.
Fencing:	Partial, 3 sides
Outbuildings:	2 small storage sheds
Access:	Seasonal

Tracy Raich Broker/Owner 406.223.8418 ▪ Marcie Hertz, Broker Associate 406.223.4466
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PROPERTY HIGHLIGHTS

- Rarely does timbered land in this area of Pine Creek come to market
- Borders the Absaroka Beartooth Wilderness
- Borders the George Lake Trail Head
- Magnificent view of Black Mountain
- Natural spring for stock watering
- Beautiful cabin site
- Privacy, yet close to downtown Livingston, the Yellowstone River and Yellowstone National Park
- Elk, Moose, Deer, Turkeys, and Bear frequently visit the property
- Adjoining 40 acres also available (MLS# 199096)
- Seasonal Access

List Price \$329,000

Listing Agents:

Marcie Hertz, Broker-Associate and Tracy Raich, Broker-Owner

406.223.4466 and 406.223.8418



Information Sources: Montana Cadastral, MT DNRC, American Title, Owner, Park County Treasurer

Prepared 7-8-14

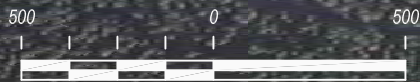
Tracy Raich Broker/Owner 406.223.8418 ▪ Marcie Hertz, Broker Associate 406.223.4466

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A Sketch Of C.O.S. 2458

Located In The E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 18,
Township 4 South, Range 10 East, P.M.M.
County of Park, State of Montana



Sec. 7

Howard W. Carter Living Trust
& Mildred N. Carter Living Trust
D.R. R-146, p.938

Tract A

C.O.S. 840

Luccock Park Association
Holbrook United Methodist Church
D.R. Vol. 59, p.289
R-59, p.1193

Sec. 8

U.S.D.A. Forest Service

Smith Access
Easement
Luccock Park Road

NE $\frac{1}{4}$ NE $\frac{1}{4}$
C.O.S. 2458

Also For Sale
40 +- Acres
\$359,000
MLS#199096

USDA
FOREST
SERVICE

Sec. 17

U.S.D.A. Forest Service

Jack & Lorene Davis LLC
(W $\frac{1}{2}$ NE $\frac{1}{4}$)
D.R. R-126, p.343

SE $\frac{1}{4}$ NE $\frac{1}{4}$
C.O.S. 2458

SUBJECT

40 +- Acres
\$329,000
MLS# 199354

Sec. 18

C.O.S. 2000

Hobart Michael McAllister
James Patrick McAllister
D.R. Doc.#352988-352991

Note:

The aerial photograph is placed in a best-fit position for illustration purposes only. The photograph is warped in respect to the grid used in this survey. Features in this photograph do not precisely match the location of surveyed features.

HALLIN & ASSOCIATES, PLLC



Professional Land Surveyors
1318 West Front Street
Livingston, Montana 59047
(406) 222-1303

Drawn By:
K. Loberg
6-23-2014

GENERAL ABSTRACT

Water Right Number: 43B 23579 00 STATEMENT OF CLAIM
Version: -- ORIGINAL RIGHT
Version Status: ACTIVE

Owners:

Priority Date: August 12, 1961
Enforceable Priority Date: August 12, 1961

Type of Historical Right: FILED

Purpose (use): STOCK

Maximum Volume: THIS WATER RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCKWATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORICAL USE OF THE AREA SERVICED BY THIS WATER SOURCE.

Source Name: UNNAMED TRIBUTARY OF PINE CREEK
Source Type: SURFACE WATER

Points of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SWSWNW	17	4S	10E	PARK
Period of Diversion: MAY 1 to NOVEMBER 4						
Diversion Means: LIVESTOCK DIRECT FROM SOURCE						

Period of Use: MAY 1 TO NOVEMBER 4

Purpose (use): STOCK
Place of Use: (1 total records)

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SESENE	18	4S	10E	PARK

Geocodes/Valid: 49060818101020000 - Y

Remarks:

STARTING IN 2008, PERIOD OF DIVERSION WAS ADDED TO MOST CLAIM ABSTRACTS, INCLUDING THIS ONE.

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE DOR # 120594 RECEIVED April 21, 2014



Shopping Cart: 0 items [\$0.00]

New Search **History** **Payoff** **Pay Taxes** **Help**

Property Tax ID: 0007029000

Status: Current

Receipt: 12946

2013 Owner(s):
F

Mailing Address:

432 56TH ST S
GREAT FALLS, MT 594053906

Levy District:

0620, DISTRICT 19 / RF1

2013 Value:

Market: \$15,354
Taxable: \$46

Vet Exempt: \$0
Net Taxable: \$46

Detail

2013 Taxes:

First Half:	\$10.32	Due: 11/30/2013
Second Half:	\$10.31	Due: 5/31/2014
Total:	\$20.63	

Detail

2013 Payments:

First Half:	\$10.32
Second Half:	\$10.31
Total:	\$20.63

(May include penalty & interest)

2013 Legal Records:

Geo Code: 49-0608-18-1-01-02-0000 **Instru#:** D378234 **Date:** 08/16/2013

TRS: T04 S, R10 E, Sec. 18

Legal: S18, T04 S, R10 E, SE4NE4

Note: Only one search criterion is required (e.g. Parcel # or Owner Name). Entering additional criteria will result in an incomplete search.

ATTENTION: For Owner Name Searches, you must search LastName FirstName.

The accuracy of this data is not guaranteed. Property Tax data was last updated 6/25/2014.

Send Payments To:

Send Payments to:

Park County Treasurer
414 East Callender
Livingston, MT 59047
PH: (406)222-4121 or 4119



418 BA 842

CERTIFICATE OF EXEMPTION
(RELOCATION COMMON BOUNDARY)

BY: _____
LUCERNE FOLK ASSOCIATION

OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 19th DAY OF May 1964

1. THE UNDERSIGNED, DONALD M. ALLEN, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT BETWEEN 1974 AND 1983,

1. ~~Original document~~ TREASURER OF PARK COUNTY, MONTANA, DO HEREBY
CERTIFY THAT THE ACCOMPANYING PLAT HAS BEEN FULLY EXAMINED AND THAT IT

Downloaded from <http://ajphaphysocpharmacology.physiology.org/> at University of California, San Diego on September 11, 2012

CERTIFICATE OF SURVEY NO. 84340

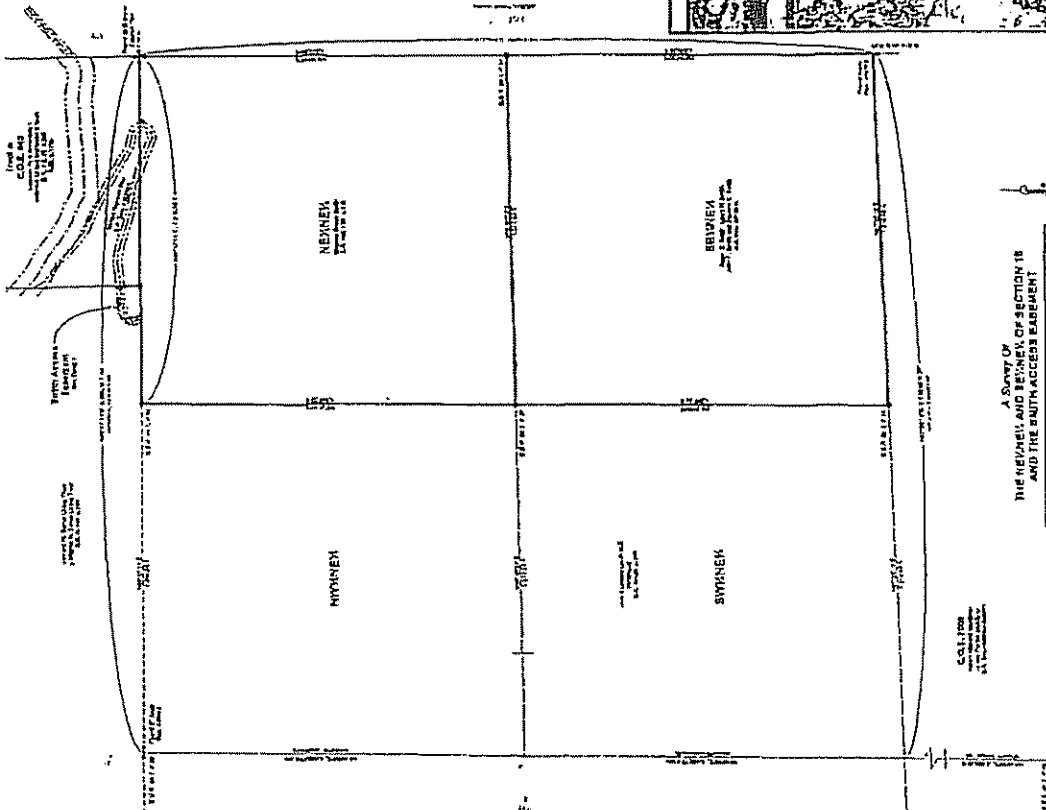
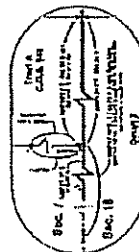
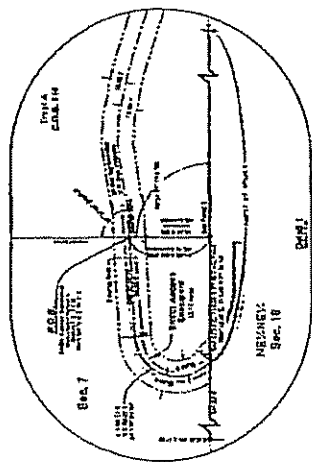
PARK COUNTY, MONTANA
 Ben Kluckner Ch. Sec. Dep. Sec.

SHEET 1 OF 2

SHEET 1 OF 2



EXHIBIT A



A Survey of
THE NEVADA AND NEVADA OF SECTION 18
AND THE SOUTH ACCESS BARMENT
Located at The Belvise of Section 7 And in Section 18,
Township 4 South Range 10 East, P.M.N.,
County of Clark, Nevada

SECTION 18

LEGEND

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CERTIFICATE OF SURVEY	
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99	100

After recording, return to:
Roger B. Smith
432 56th Street
Great Falls, MT 59405

352659 Fee: \$90.00 Roll: R 278 Page(s): 10

Park County Recorded 12/2/2008 At 12:45 PM

, Clk & Rcdr By VR Return To:

ROGER B. SMITH 432 56TH ST.

GREAT FALLS, MT 59405

RECIPROCAL ROAD EASEMENT

THIS EASEMENT, made and entered into this 24 day of November, 2008,
between **LUCCOCK PARK ASSOCIATION**, c/o Beverly Madsen, Chairperson/President,
of 618 North Yellowstone Street, Livingston, MT 59047, (herein "Luccock"); and

STEPHEN BRUCE SMITH, of 2626 Anthony Court, Missoula, MT 59803 (herein
"Smith"); and the **OLIVE B. SMITH LIVING TRUST, U/A DATED APRIL 16, 1993**, c/o
ROGER B. SMITH, Successor Trustee, of 432 56th Street, Great Falls, Montana 59405,
(herein "Smith Trust").

RECITALS:

1. Luccock owns, without limitation, the following described real property
located in Park County, Montana, to wit:

Tract A of Certificate of Survey BA840, a tract of land located in the SE¼ of
Section 7, and the SW¼ of Section 8, Township 4 South, Range 10 East,
P.M.M., Park County, Montana, recorded as Document No. 19336 on August
25, 1986, in the office of the Park County Clerk and Recorder (The "Luccock
Property").

2. Smith owns the following described real property located in Park County, Montana, to wit:

Township 4 South, Range 10 East, P.M.M.:
Section 18: NE $\frac{1}{4}$ NE $\frac{1}{4}$ (the "Smith Property").

3. Smith Trust owns the following described real property located in Park County, Montana, to-wit:

Township 4 South, Range 10 East, P.M.M.:
Section 18: SE $\frac{1}{4}$ NE $\frac{1}{4}$ (the "Smith Trust Property")

4. On October 30, 1959, Luccock granted an easement across the Luccock Property to the predecessors in title of Smith and Smith Trust to construct a private road between the Luccock Park Road (as depicted on Certificate of Survey No. BA840), for the benefit of the Smith and Smith Trust properties. The October 30, 1959 easement is unrecorded. A road was constructed on the route of the unrecorded easement, and has been continuously used for the purpose of accessing the Smith Property and the Smith Trust properties since being constructed (referred to as the "existing road").

5. Certificate of Survey No. BA840 depicts the centerline of the existing road to the Smith and Smith Trust Properties. The surveyor's notes on Certificate of Survey BA840 reference the unrecorded easement dated October 30, 1959, and purports that said easement agreement created a sixty (60) foot wide private road easement.

6. The parties agree that they did not intend to create a sixty (60) foot wide road easement, and the parties desire to clarify and specify their agreement as to the road easement pursuant to the terms set forth below.

7. The parties further acknowledge that the terrain in the area of the easement is steep and therefore Smith has agreed to grant Luccock access over and across his property

solely for the purpose of Luccock accessing the southwest corner of Luccock's property, pursuant to the terms set forth below.

NOW THEREFORE, it is agreed as follows:

8. **Incorporation of Recitals.** The recitals above are incorporated as if fully set forth herein.

9. **Grant of Easements:** Luccock, for and in consideration of the sum of Five Thousand Dollars (\$5,000.00), lawful money of the United States, receipt of which is hereby acknowledged by Luccock, does hereby grant unto Smith and the Smith Trust, and their heirs, successors and assigns, a perpetual, non-exclusive easement and right-of-way, thirty feet (30') in width, for access and underground utilities along the existing road across Luccock's property in the SE¼ of Section 7, Township 4 South, Range 10 East, M.P.M., Park County, Montana, as depicted on the map attached and incorporated as Exhibit "A", marked "Smith/Smith Trust Easement". The driving surface for the road shall not exceed sixteen (16) feet in width. This easement is appurtenant to the NE¼NE¼ and the SE¼NE¼ of Section 18, Township 4 South, Range 10 East, M.P.M.

Further, Smith grants unto Luccock and its successors in interest, for the benefit of Luccock's property, a perpetual non-exclusive easement and right of way, thirty feet (30') in width, for non-residential and non-commercial access over and across the existing road on the Smith Property, only in the area depicted on the attached Exhibit "A" marked "Luccock Easement".

10. **Scope of Easement.** The easement granted to Smith and Smith Trust may be used for agricultural, logging, recreational and residential purposes; provided, however, that the easement shall not be used to access more than two single family residences located on the

NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, and two single family residences located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, all in Township 4 South, Range 10 East, and shall not be used to access any single family residence that contains more than three thousand square feet of heated living space.

The easement granted to Luccock by Smith may be used for agricultural, logging and recreational purposes, but may not be used for any residential or commercial purposes (other than logging and agriculture).

11. **Prior Easements.** The easement herein contained from Luccock to Smith and Smith Trust is intended to supercede and replace the easement granted in the instrument dated October 30, 1959, and the sixty (60) foot private road easement depicted on Certificate of Survey BA840.

12. **Road Maintenance.** Any party causing damage to the road shall be responsible to repair the damage. Smith and Smith Trust shall be entitled to maintain and improve the road. Smith and Smith Trust shall equally share the cost of maintaining the road. Any party desiring to improve portions of the road shall be responsible for the cost thereof.

13. **Gates and Fence.** Smith and Smith Trust agree to maintain any existing gates or cattle guards at their property boundaries for the containment of livestock, which may be locked, if necessary, to prevent unauthorized access by third parties. Should Smith and/or Smith Trust lock a gate located within the reciprocal easement granted in this document, Smith and/or Smith Trust shall provide to Luccock the code, key or mechanism to open the lock. All fences shall be maintained consistent with Montana law.

14. **Mutual Release of Liability/Indemnification.** Luccock hereby agrees to release, indemnify, and hold Smith and Smith Trust harmless from and against any and all claims, demands, liabilities, damages, expenses and costs (including reasonable attorney's

fees), arising from the use of the road described herein by Luccock, its employees, agents, invitees, licensees, or guests.

Smith and Smith Trust hereby agree to release, indemnify, and hold Luccock harmless from and against any and all claims, demands, liabilities, damages, expenses and costs (including reasonable attorney's fees), arising from the use of the road described herein by Smith and Smith Trust, their employees, agents, invitees, licensees, or guests.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

LUCCOCK PARK ASSOCIATION

By: Beverly Madsen
Its duly authorized agent

STEPHEN BRUCE SMITH

OLIVE B. SMITH LIVING TRUST
U/A DATED APRIL 16, 1993

By: _____
ROGER B. SMITH, TRUSTEE

STATE OF MONTANA)
 : SS
County of Park)

THIS INSTRUMENT was acknowledged before me, on this 17 day of November, 2008, by Beverly Madsen, as Duly Authorized Agent of Luccock Park Association.



Stephen E. Woodruff
Notary Public for the State of Montana.
[Printed Name] Stephen E. Woodruff
Residing at Livingston, Montana.
My Commission expires: 10/18/2011

fees), arising from the use of the road described herein by Luccock, its employees, agents, invitees, licensees, or guests.

Smith and Smith Trust hereby agree to release, indemnify, and hold Luccock harmless from and against any and all claims, demands, liabilities, damages, expenses and costs (including reasonable attorney's fees), arising from the use of the road described herein by Smith and Smith Trust, their employees, agents, invitees, licensees, or guests.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

LUCCOCK PARK ASSOCIATION

By: _____
Its _____

STEPHEN BRUCE SMITH

OLIVE B. SMITH LIVING TRUST
U/A DATED APRIL 16, 1993

By: *Roger B. Smith*
ROGER B. SMITH, TRUSTEE

STATE OF MONTANA)
 : ss
County of _____)

THIS INSTRUMENT was acknowledged before me, on this ____ day of _____, 2008, by _____, as _____ of Luccock Park Association.

Notary Public for the State of Montana.

[Printed Name]

Residing at _____, Montana.
My Commission expires: _____

(SEAL)

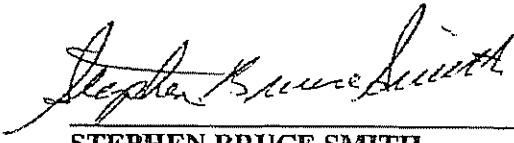
fees), arising from the use of the road described herein by Luccock, its employees, agents, invitees, licensees, or guests.

Smith and Smith Trust hereby agree to release, indemnify, and hold Luccock harmless from and against any and all claims, demands, liabilities, damages, expenses and costs (including reasonable attorney's fees), arising from the use of the road described herein by Smith and Smith Trust, their employees, agents, invitees, licensees, or guests.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

LUCCOCK PARK ASSOCIATION

By: _____
Its _____


STEPHEN BRUCE SMITH

OLIVE B. SMITH LIVING TRUST
U/A DATED APRIL 16, 1993

By: _____
ROGER B. SMITH, TRUSTEE

STATE OF MONTANA)
 : ss
County of _____)

THIS INSTRUMENT was acknowledged before me, on this ____ day of _____, 2008, by _____, as _____ of Luccock Park Association.

Notary Public for the State of Montana.

[Printed Name]

Residing at _____, Montana.

My Commission expires: _____

(SEAL)

EXHIBIT "A"

Smith/Smith Trust Easement

Across Tract A, COS BA840

Located in the SE 1/4 Sec. 7 and the SW 1/4 Sec. 8,
Township 4 South, Range 10 East, Principal Meridian of Montana,

Park County, Montana

POINT OF BEGINNING, SEGMENT #1
SMITH/SMITH TRUST EASEMENT.

LUCCOCK EASEMENT
BEGINNING AT A POINT ON THE SOUTH LINE OF TRACT A,
SAID POINT BEING S 89°46'30" W, 287.81 FEET FROM THE
SOUTHEAST CORNER OF SAID TRACT A, THENCE ALONG THE
CENTERLINE OF A 30 FOOT WIDE EASEMENT, THE FOLLOWING
COURSES:

- (1) ALONG A CURVE TO THE RIGHT, WITH A
CENTRAL ANGLE OF 126°25'25" AND A
RADIUS OF 38.12 FEET, AN ARC DISTANCE OF 84.12
FEET, WHOSE CHORD BEARS
S49°42'09" W, A DISTANCE OF 68.06 FEET
- (2) N 67°04'38" W, 101.84 FEET
- (3) N 77°44'34" W, 17.50 FEET TO A POINT ON THE SOUTH
LINE OF SAID TRACT A, AND THE POINT OF TERMINUS,
LUCCOCK EASEMENT.

TRACT A
COS BA840

100' EASEMENT SHOWN IN
DEED RECORD 66 PAGE 584

POINT OF TERMINUS, SEGMENT #2
SMITH/SMITH TRUST EASEMENT.

POINT OF TERMINUS, SEGMENT #1
SMITH/SMITH TRUST EASEMENT.
POINT OF BEGINNING, LUCCOCK
EASEMENT.

POINT OF TERMINUS, LUCCOCK
EASEMENT.
POINT OF BEGINNING, SEGMENT #2
SMITH/SMITH TRUST EASEMENT.

SMITH

SMITH/SMITH TRUST EASEMENT - SEGMENT #1
BEGINNING AT A POINT ON THE WEST LINE OF
TRACT A, SAID POINT BEING N 00°07'54" W,
387.56 FEET FROM THE SOUTHWEST CORNER
OF SAID TRACT A, THENCE ALONG THE
CENTERLINE OF A 30 FOOT WIDE EASEMENT,
THE FOLLOWING COURSES:

- (1) S 32°06'47" E, 32.03 FEET
- (2) S 44°13'02" E, 36.89 FEET
- (3) S 57°19'48" E, 53.88 FEET
- (4) S 48°03'02" E, 90.09 FEET
- (5) S 51°38'07" E, 72.37 FEET
- (6) S 65°27'23" E, 84.14 FEET
- (7) S 60°44'57" E, 183.26 FEET
- (8) S 58°51'58" E, 71.88 FEET
- (9) S 78°00'23" E, 52.63 FEET
- (10) THENCE THROUGH A TANGENT CURVE
TO THE RIGHT, WITH A CENTRAL ANGLE
OF 64°29'19" AND A RADIUS OF 38.12
FEET, AN ARC DISTANCE OF 42.91
FEET TO A POINT ON THE SOUTH LINE
OF SAID TRACT A, AND THE POINT OF
TERMINUS, SEGMENT #1, SMITH/SMITH
TRUST EASEMENT.

SMITH/SMITH TRUST EASEMENT - SEGMENT #2
BEGINNING AT A POINT ON THE SOUTH LINE OF
TRACT A, SAID POINT BEING N 89°46'30" E,
433.65 FEET FROM THE SOUTHWEST CORNER
OF SAID TRACT A, THENCE ALONG
THE CENTERLINE OF A 30 FOOT WIDE
EASEMENT, THE FOLLOWING COURSES:

- <1> N 77°44'34" W, 110.56 FEET
- <2> N 74°55'57" W, 82.78 FEET
- <3> N 72°41'18" W, 90.35 FEET
- <4> N 77°31'37" W, 45.88 FEET
- <5> N 86°36'13" W, 27.42 FEET
- <6> S 81°24'06" W, 58.49 FEET
- <7> S 86°26'41" W, 29.65 FEET TO A POINT
ON THE WEST LINE OF SAID TRACT A,
AND THE POINT OF TERMINUS, SEGMENT
#2, SMITH/SMITH TRUST EASEMENT.

589°52'06"W
90.36'
U.S.F.S.
528.31'
500°07'54"E



Scale: 1" = 100'
0 50 100

SE Cor.
Sec. 7

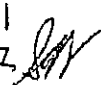
Prepared By:
Rocky Mountain Engineers, PLLC
Civil Engineering & Land Surveying
1700 West Koch Street, Suite 7
Bozeman, Montana 59715 (406)566-4039
Drawing File Name: 1019-Easement.Lay 06/25/2008

C/S 840

After recording, return to:
Roger B. Smith
432 56th Street
Great Falls, MT 59405

Roll: R 312 #366390 Fee: \$28.00 Page(s): 4
Park County Recorded 6/16/2011 At 9:02 AM
Denise Nelson, Clk & Rcdr By RW Return To:
ROGER B. SMITH 432 56TH STREET
GREAT FALLS, MT 59405

RECIPROCAL ROAD EASEMENT

THIS EASEMENT, made and entered into this 25th day of March, ²⁰¹¹~~2007~~, 
between STEPHEN BRUCE SMITH, of 2626 Anthony Court, Missoula, MT 59803 (herein
"Smith"); and the OLIVE B. SMITH LIVING TRUST, U/A DATED APRIL 16, 1993, c/o
ROGER B. SMITH, Successor Trustee, of 432 56th Street, Great Falls, Montana 59405,
(herein "Smith Trust").

RECITALS:

1. Smith owns the following described real property located in Park County,
Montana, to wit:

Township 4 South, Range 10 East, P.M.M.:
Section 18: NE $\frac{1}{4}$ NE $\frac{1}{4}$ (the "Smith Property").

2. Smith Trust owns the following described real property located in Park
County, Montana, to-wit:

Township 4 South, Range 10 East, P.M.M.:
Section 18: SE $\frac{1}{4}$ NE $\frac{1}{4}$ (the "Smith Trust Property")

NOW THEREFORE, it is agreed as follows:

3. **Incorporation of Recitals.** The recitals above are incorporated as if fully set forth herein.

4. **Grant of Easement:** Smith, for and in Smith, for and in consideration of the legal fees paid by Smith Trust for obtaining an easement from Luccock Park Association which benefits both Smith and Smith Trust is hereby acknowledged by Smith, does hereby grant unto the Smith Trust, and their heirs, successors and assigns, a perpetual, non-exclusive easement and right-of-way, thirty feet (30') in width, for access and underground utilities along the existing road across Smith's property in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, Township 4 South, Range 10 East, M.P.M., Park County, Montana. The driving surface for the road shall not exceed sixteen (16) feet in width. This easement is appurtenant to the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, Township 4 South, Range 10 East, M.P.M.

5. **Scope of Easement.** The easement granted between Smith and Smith Trust may be used for agricultural, logging, recreational and residential purposes; provided, however, that the easement shall not be used to access more than two single family residences located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, all in Township 4 South, Range 10 East, and shall not be used to access any single family residence that contains more than three thousand square feet of heated living space.

6. **Road Maintenance.** Any party causing damage to the road shall be responsible to repair the damage. Smith and Smith Trust shall be entitled to maintain and improve the road. Smith and Smith Trust shall equally share the cost of maintaining the road. Any party desiring to improve portions of the road shall be responsible for the cost thereof.

7. **Gates and Fence.** Smith and Smith Trust agree to maintain any existing gates or cattle guards at their property boundaries for the containment of livestock, which may be locked, if necessary, to prevent unauthorized access by third parties. Should Smith lock a gate located within the reciprocal easement granted in this document, Smith shall provide to Smith Trust the code, key or mechanism to open the lock. All fences shall be maintained consistent with Montana law.

8. **Mutual Release of Liability/Indemnification.** Smith hereby agrees to release, indemnify, and hold Smith Trust harmless from and against any and all claims, demands, liabilities, damages, expenses and costs (including reasonable attorney's fees), arising from the use of the road described herein by Smith Trust, their employees, agents, invitees, licensees, or guests.

Smith Trust hereby agree to release, indemnify, and hold Smith harmless from and against any and all claims, demands, liabilities, damages, expenses and costs (including reasonable attorney's fees), arising from the use of the road described herein by Smith, their employees, agents, invitees, licensees, or guests.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.


STEPHEN BRUCE SMITH

OLIVE B. SMITH LIVING TRUST
U/A DATED APRIL 16, 1993

By: 
ROGER B. SMITH, TRUSTEE

After recording, return to:
Roger B. Smith
432 56th Street
Great Falls, MT 59405

379251 Fee: \$56.00 Page(s): 8
Park County Recorded 10/22/2013 At 11:42 AM
Denise Nelson, Clk & Rcdr By JB JB Return To:
ROGER B. SMITH 432 56TH STREET
GREAT FALLS, MT 59405

RESTATED AND CORRECTED ROAD EASEMENT

THIS EASEMENT, made and entered into this 15 day of October, 2013,
between **STEPHEN BRUCE SMITH**, of 468 North Morgan Valley Drive, Morgan, UT 84050
(herein "Smith"); and

ROGER B. SMITH, of 432 56th Street South, Great Falls, MT 59405, **LLOYD H.
SMITH**, of 1609 Armistead, College Station, TX 77840, **ADIN F. SMITH**, of 3915 Woodruff
Court, Spokane Valley, WA 99206, and **EDWARD B. SMITH**, of 173 Redding Road,
Campbell, CA 95008 (herein "Smith Brothers")

RECITALS:

1. Smith owns the following described real property located in Park County,
Montana, to-wit:

Township 4 South, Range 10 East, P.M.M.:
Section 18: NE $\frac{1}{4}$ NE $\frac{1}{4}$ (the "Smith Property").

2. Smith Brothers own the following described real property located in Park County,
Montana, to-wit:

Township 4 South, Range 10 East, P.M.M.:
Section 18: SE $\frac{1}{4}$ NE $\frac{1}{4}$ (the "Smith Brothers' Property")

3. On March 25, 2011, Smith granted a Reciprocal Road Easement to Smith Brothers' predecessor, the Smith Trust, which Easement was recorded on June 16, 2011, in Roll 312, as Document #366390, in the office of the Clerk and Recorder of Park County, Montana. Said recorded Easement contained an erroneous description of the property benefitted by the Easement, and the parties enter this agreement to correct that error.

NOW THEREFORE, it is agreed as follows:

4. **Incorporation of Recitals.** The Recitals above are incorporated as if fully set forth herein.

5. **Grant of Easement:** Smith, for and in consideration of the sum of the legal fees formerly paid by Smith Trust (predecessor to Smith Brothers) for obtaining an easement from Luccock Park Association, which benefits both Smith and Smith Brothers, receipt of which benefit is hereby acknowledged by Smith, does hereby grant unto the Smith Brothers, and their heirs, successors and assigns, a perpetual, non-exclusive easement and right-of-way, thirty feet (30') in width, for access and underground utilities along the existing road across Smith's property in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, Township 4 South, Range 10 East, M.P.M., Park County, Montana (the "servient estate"). This easement is appurtenant to and for the benefit of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, Township 4 South, Range 10 East, M.P.M. (the "dominant estate"). The driving surface for the road upon the easement shall not exceed sixteen feet (16') in width.

6. **Scope of Easement.** The easement granted herein to Smith Brothers may be used for agricultural, logging, recreational and residential purposes; provided, however, that the easement shall not be used to access more than two single family residences located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, in Township 4 South, Range 10 East, and shall not be used to access

any single family residence that contains more than three thousand square feet of heated living space.

7. **Road Maintenance.** Any party causing damage to the road shall be responsible to repair the damage. Smith and Smith Brothers shall be entitled to maintain and improve the road. Smith and Smith Brothers shall equally share the cost of maintaining the road. Any party desiring to improve portions of the road shall be responsible for the cost thereof.

8. **Gates and Fence.** Smith and Smith Brothers agree to maintain any existing gates or cattle guards at their property boundaries for the containment of livestock, which may be locked, if necessary, to prevent unauthorized access by third parties. Should Smith lock a gate located within the easement granted in this document, Smith shall provide to Smith Brothers the code, key or mechanism to open the lock. All fences shall be maintained consistent with Montana law.

9. **Mutual Release of Liability/Indemnification.** Smith hereby agrees to release, indemnify, and hold Smith Brothers harmless from and against any and all claims, demands, liabilities, damages, expenses and costs (including reasonable attorney's fees), arising from the use of the road described herein by Smith, his employees, agents, invitees, licensees, or guests.

Smith Brothers hereby agree to release, indemnify, and hold Smith harmless from and against any and all claims, demands, liabilities, damages, expenses and costs (including reasonable attorney's fees), arising from the use of the road described herein by Smith Brothers, their employees, agents, invitees, licensees, or guests.

10. **Superseding Effect.** The easement herein contained from Smith to Smith Brothers is intended to supercede and replace the easement granted in the instrument dated March 25, 2011, recorded in Roll 312 as Document #366390, records of Park County, Montana.

After recording, return to:
Roger B. Smith
432 56th Street
Great Falls, MT 59405

379314 Fee: \$80.00 Page(s): 10
Park County Recorded 10/25/2013 At 1:47 PM
Denise Nelson, Clk & Rcdr By JBP Return To:
ROGER B SMITH 432 55TH ST
GREAT FALLS, MT 59405

ROAD EASEMENT

THIS EASEMENT, made and entered into this 21 day of October, 2013,
between the HOWARD W. and MILDRED N. CARTER LIVING TRUST, of 239 Pine
Creek Road, Livingston, MT 59047 (herein "Carter Trust"); and

STEPHEN BRUCE SMITH, of 468 North Morgan Valley Drive, Morgan, UT 84050
(herein "Smith"); and

ROGER B. SMITH, of 432 56th Street South, Great Falls, MT 59405, LLOYD H.
SMITH, of 1609 Armistead, College Station, TX 77840, ADIN F. SMITH, of 3915 Woodruff
Court, Spokane Valley, WA 99206, and EDWARD B. SMITH, of 173 Redding Road,
Campbell, CA 95008 (collectively herein "Smith Brothers").

RECITALS:

1. Carter Trust owns, *inter alia*, the following described real property located in Park
County, Montana, to wit:

Township 4 South, Range 10 East, P.M.M.:
Section 7: S½, LESS AND EXCEPTING the parcel of land described as Tract A
of COS 840 (the "Carter Trust Property").

2. Smith owns the following described real property located in Park County,
Montana, to wit:

Township 4 South, Range 10 East, P.M.M.:
Section 18: NE¼NE¼ (the "Smith Property").

3. Smith Brothers own the following described real property located in Park County, Montana, to-wit:

Township 4 South, Range 10 East, P.M.M.:
Section 18: SE¼NE¼ (the "Smith Brothers' Property")

4. Smith and Smith Brothers have utilized a roadway across the Carter Trust Property for the purpose of accessing the Smith Property and the Smith Brothers' Property for several decades. Smith and Smith Brothers desire to formalize their access rights upon the existing roadway across the Carter Trust Property, and Carter Trust is agreeable to formalizing such access rights by granting an easement to Smith and Smith Brothers, upon the terms and conditions contained herein.

NOW, THEREFORE, it is agreed as follows:

5 **Incorporation of Recitals.** The Recitals above are incorporated as if fully set forth herein.

6. **Grant of Easement:** Carter Trust, for and in consideration of the clarification of access and property rights effectuated by this easement grant, does hereby grant unto Smith and Smith Brothers, and their heirs, successors and assigns, a perpetual, non-exclusive easement and right-of-way, thirty feet (30') in width, for access and underground utilities along the existing road across the Carter Trust property in the S½ of Section 7, Township 4 South, Range 10 East, M.P.M., Park County, Montana (the "servient estate"). This easement is appurtenant to and for the benefit of the NE¼NE¼ and SE¼NE¼ of Section 18, Township 4 South, Range 10 East, M.P.M. (the "dominant estate"). The driving surface for the road upon the easement shall not exceed sixteen feet (16') in width. The location of this easement is depicted on COS 2458,

records of Park County, Montana, a preliminary copy of which survey is attached hereto for reference as Exhibit "A", and is marked "Smith Access Easement."

7. **Scope of Easement.** The easement granted herein to Smith and Smith Brothers may be used for agricultural, logging, recreational and residential purposes; provided, however, that the easement shall not be used to access more than two (2) single family residences located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, in Township 4 South, Range 10 East; and no more than two (2) single family residences located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 18, in Township 4 South, Range 10 East, and shall not be used to access any single family residence that contains more than three thousand square feet of heated living space.

8. **Road Maintenance.** Any party causing damage to the road shall be responsible to repair the damage. Smith and Smith Brothers shall be entitled to maintain and improve the road. Smith and Smith Brothers shall equally share the cost of maintaining the road. Any party desiring to improve portions of the road shall be responsible for the cost thereof.

9. **Gates and Fence.** Smith and Smith Brothers agree to maintain any existing gates or cattle guards at their property boundaries for the containment of livestock, which may be locked, if necessary, to prevent unauthorized access by third parties. Should Smith and/or Smith Brothers lock a gate located within the easement granted in this document, Smith/Smith Brothers shall provide to Carter Trust the code, key or mechanism to open the lock. All fences shall be maintained consistent with Montana law.

10. **Mutual Release of Liability/Indemnification.** Smith and Smith Brothers hereby agree to release, indemnify, and hold Carter Trust harmless from and against any and all claims, demands, liabilities, damages, expenses and costs (including reasonable attorney's fees), arising

Page 4 of 9