

ROAD PETITION # 825

60-foot-wide public road easement along
the south boundaries of Tracts 1 through 8
and then north between Tracts 8 and 9 to
the north property line, such COS 632

Granted May 6, 2008

This is technically not a road abandonment however it was given Road Petition #825 in order to keep track for research purposes.

CHECKLIST OF PROCEDURES FOR ROAD PETITIONS

Original signed petition must be submitted to the Clerk and Recorder along with a map showing the area of the road under consideration. Stamp the date received on the petition. Get name and phone number of contact person for questions

NAME Jane Mersen PHONE 5864383

- 1) Determine if there are sufficient qualified signatures as per 7-14-2601 MCA.
- 2) Check list of adjacent landowners for completeness and that they consent as per 7-14-2602(4) and 7-14-2615(4) MCA.
- 3) Complete "Report of Qualified Signatures".
- 4) Schedule ~~petition~~ on Commissioner's agenda. DATE: 3/25/08
- 5) Make copies of ~~petition~~ and report. Forward to:
 - County Attorney (attach note of date on Commissioner's agenda) *copy from Jane Mersen*
 - County Road Superintendent (attach note of date on Commissioner's agenda)
 - County Commission (3 copies) *copies from Jane Mersen*
- 6) ~~Commissioners receive petition and assign viewing committee.~~
- 7) Assign Road Petition Number. 825
- 8) a) Type regular mail envelopes for:
 - All landowners named on the petition
 - All signers on the petition
 - All individuals named in the petition who could be affected
 - The postmaster of the area
 - The Public Lands Access Associationb) Type and prepare certified mail envelopes for:
 - All owners of land abutting the road
 - All individuals named in the petition who could be affected
 - The postmaster of the area
 - The Public Lands Access Association
- 9) Viewing committee completes road report.
- 10) Schedule public hearing on Commissioner's agenda and prepare notice. DATE 5-6-08
- 11) Publish public hearing notice one time. DATE 5-4-08
- 12) Send a copy of the viewing committee report and public hearing notice to the following:
 - Persons listed in #8a
 - County Road Superintendent (certified copy per 7-14-2613)
 - County Attorney
 - County Commissioners (3 copies)
- 13) Prepare affidavit of mailing for petition file (regarding the viewers report).
- 14) Commissioners hold public hearing to grant or deny petition.
- 15) County Attorney drafts resolution for Commissioners to consider at next public hearing. *from Jane Mersen*
- 16) Commissioners pass resolution */order*
- 17) Within 10 days of passage of resolution send copies of resolution to all persons listed in #8b (BY CERTIFIED MAIL) and forward certified copy to County Road Superintendent (per 7-14-2613).
- 18) Type affidavit of mailing for petition file (regarding the boards decision).
- 19) If the petition is granted, a certified copy of the resolution must be recorded. 5/9/08



ALF JOHNSON

ALF JOHNSON

SCOTT DUNCAN

SCOTT DUNCAN

N. P. RY. Co.

W P KNOWLTON

ROSE

ALF JOHNSON ROAD. No. 240
 DEC. 9, 1904.
 SURVEYED BY C. M. THORPE
 CO. SURVEYOR

MARTIN ROAD. No. 88
 MAY 13, 1893
 SURVEYED BY J. L. DORSH.
 DEPT. CO. SUR. sec 21

ABANDONED 19 FEB 80
 PETITION # 697

P. 56
 SURVEYED JULY 17TH TO 20TH 1893
 BY J. L. DORSH, DEP. CO. SUR.

MORGAN ROAD No. 86
 SEE P. 132, VOL. A.

29 OF MARTIN ROAD
 1893
 N 79 58 E 37.9
 N 83 1/2 E 27.2

SEC. COR. EAST 1 M.
 R.R. 1/4 N 84 E 25.7
 " " 3/4 S 43 E 74.6

SEC. COR. EAST 1 M.
 R.R. 1/4 N 84 E 25.7
 " " 3/4 S 43 W 74.6

1/4 SEC. COR. EAST 1 M.
 R.R. 1/4 N 84 E 25.7
 " " 3/4 S 43 W 74.6

IRON PIPE AT SEC. COR.

1 1/4 IN. PIPE AT 1/4 DIST.

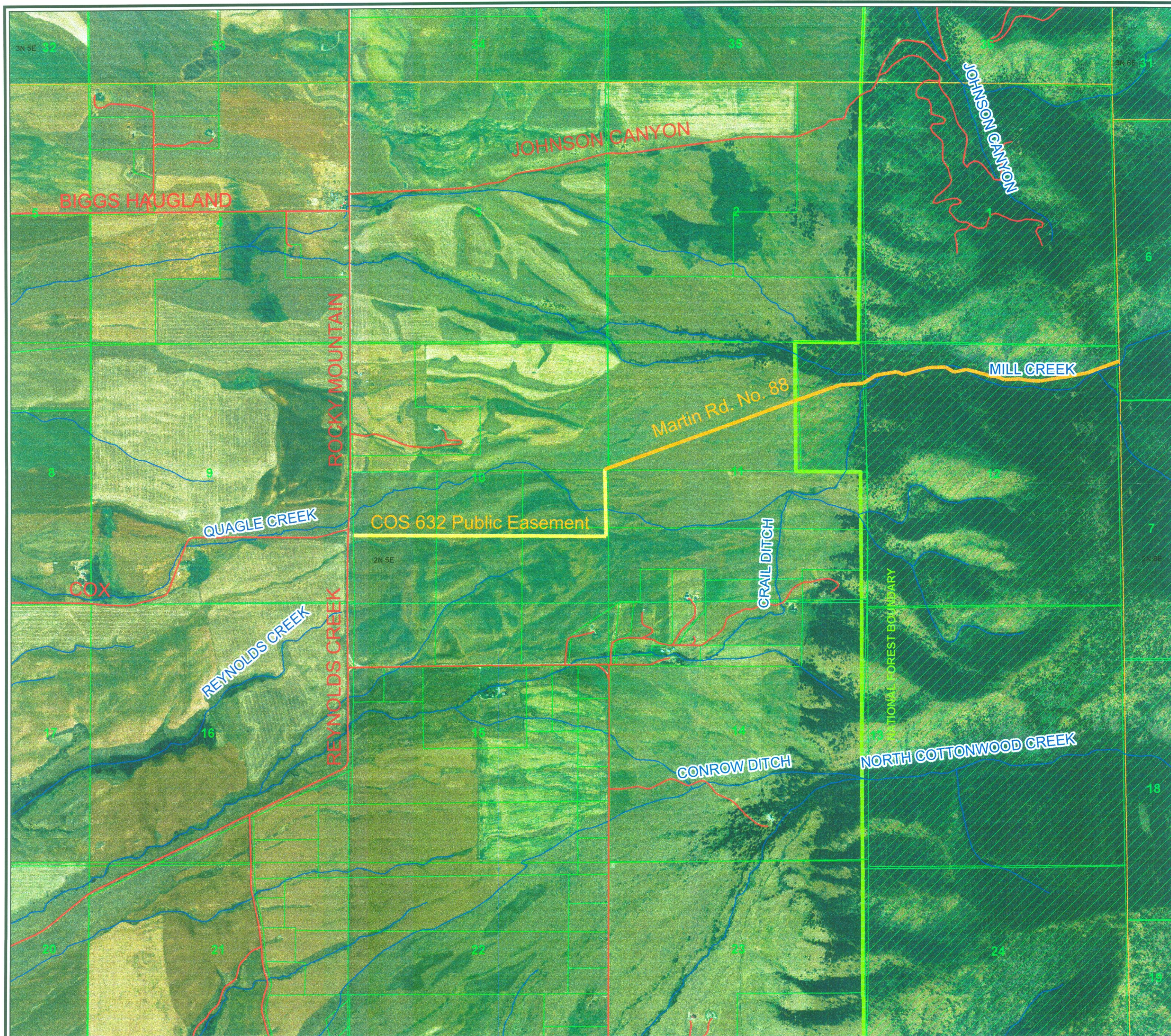
SEC. COR.
 LIMESTONE PIECE ABOVE GROUND
 HND 111 025. 111 025 E
 HITS 7 MO. ON LINE OF N.W. 1/4
 FENCE, 6 FT. N. OF FENCE
 WEST.

1/4 SEC. COR.
 EAST 1/4 ON SEC. LINE
 20 FT. W. OF 1/4 COR.
 R.C. STAKE

1/4 SEC. COR.
 LOCATED BY ALF JOHNSON
 EAST 1/4 ON SEC. LINE
 20 FT. W. OF 1/4 COR.
 R.C. STAKE
 FENCE S. ON LINE TO COR.

1/4 SEC. COR. GRANITE BOULDER
 HND 1/4 IN. MD. OF ROCK
 DEPT. S. OF COR.
 R.R. 1/4 N. 27 1/2 W 40.
 " 24 N. 25 E 33"

MILL CANYON
 WHITE PINE BASIN



MARTIN ROAD AREA MAP



Legend

Martin_rd

- COS 632 Public Easement
- Martin Rd. No. 88
- roads
- streams

OWNER

- Forest Service
- Parcels

Drawn by Leo Pidgeon and Eric Smerad
 Gallatin County Clerk & Recorder's Office
 March 26, 2008

NOTE: The location of Martin Road and the easement shown on COS 632 are approximate only.

COPY

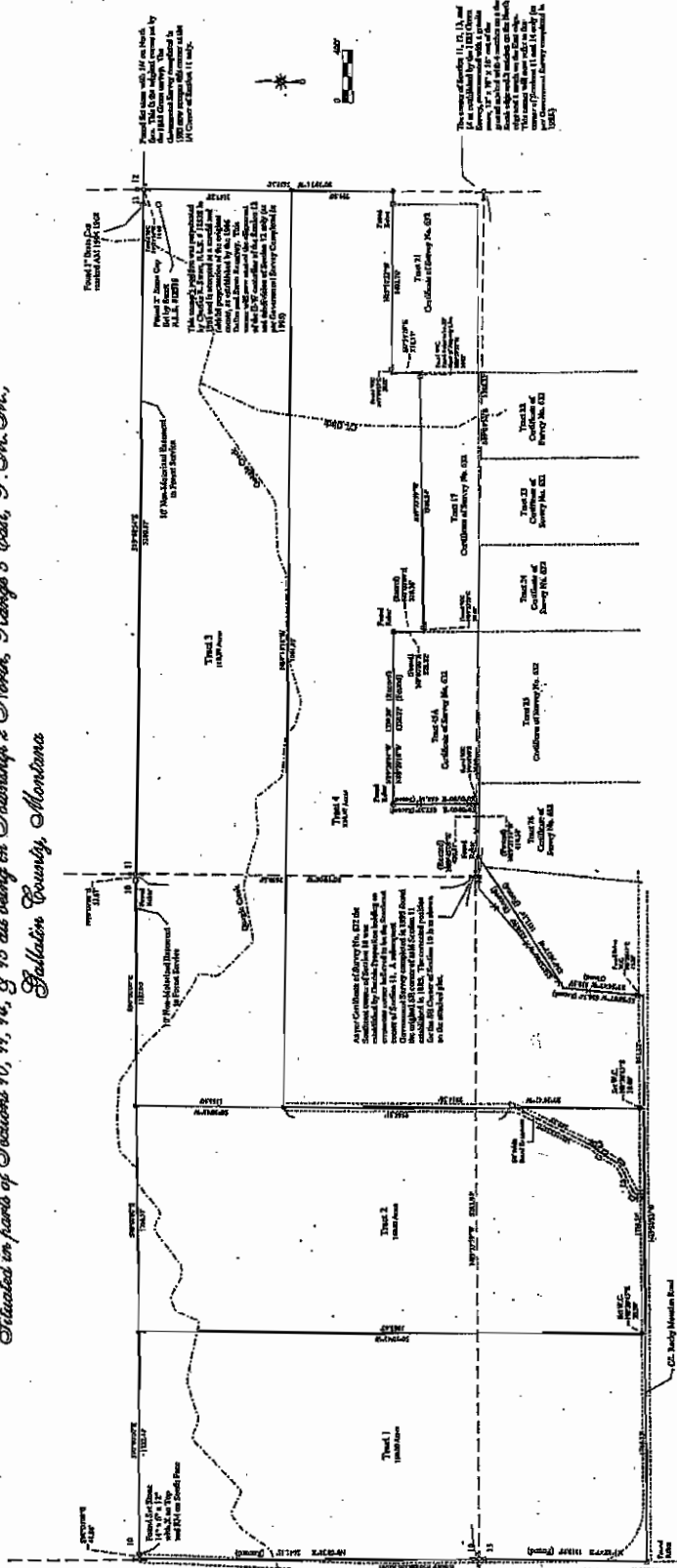
Attachment # 1

Certificate of Survey: 632G

To Create a Tract Greater than 160 Acres

Situated in parts of Sections 10, 11, 16, & 18 all being in Township 2 North, Range 5 East, T. 2 N., R. 5 E.,
Gallatin County, Montana

For Duane Smith, LLC
Requested by: Jason Camp
April 6, 2005



NOTICE TO THE PUBLIC: This is to certify that the above described land is the property of the person or persons named herein and that the same is being offered for sale to the public by the person or persons named herein. The person or persons named herein are not responsible for the accuracy of the information herein and the person or persons named herein are not responsible for the accuracy of the information herein.

STATE OF MONTANA
COUNTY OF GALLATIN

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STATE OF MONTANA
COUNTY OF GALLATIN

TRACT 1: 160.00 Acres
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TRACT 99: 160.00 Acres
TRACT 100: 160.00 Acres

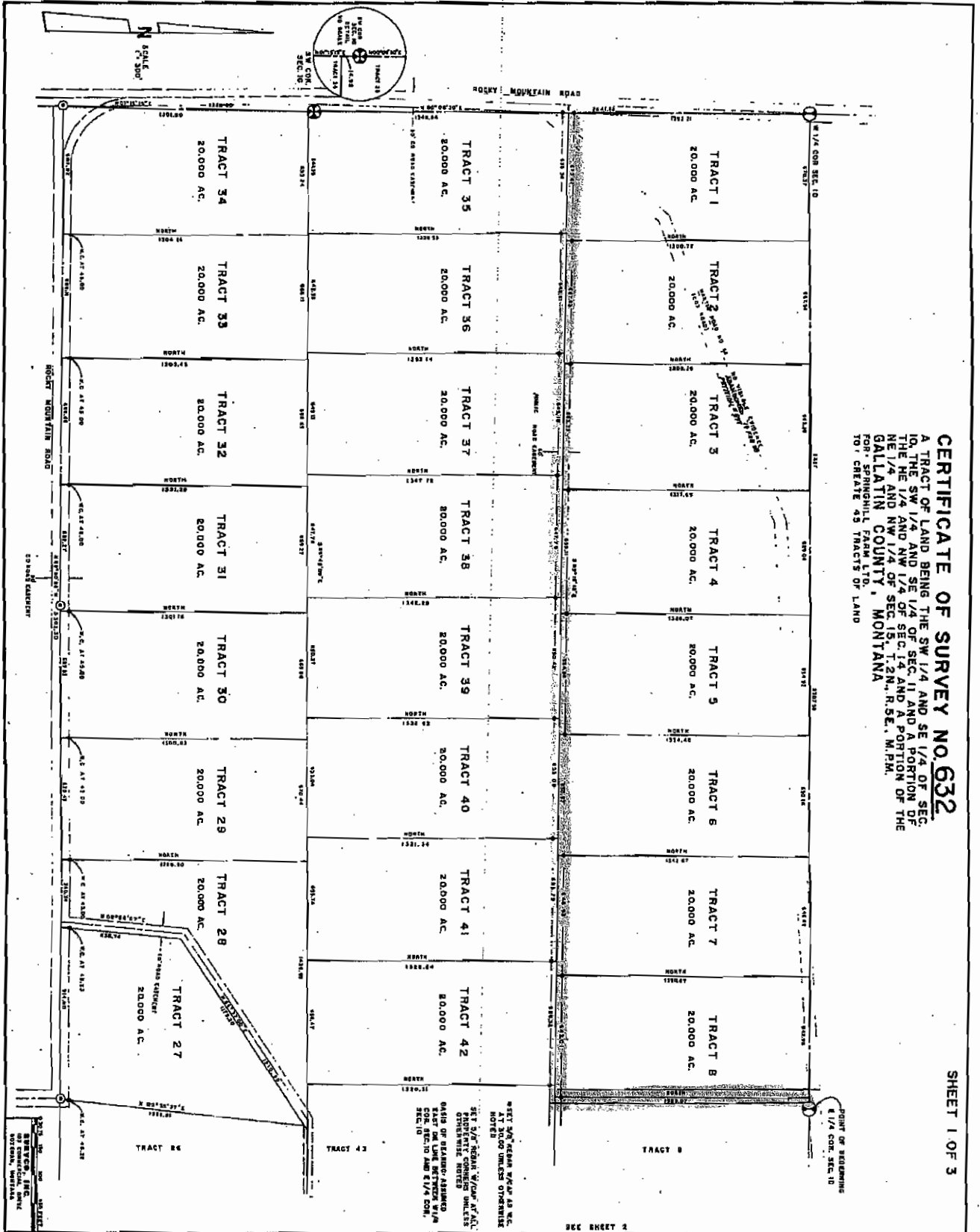
COS 632G

This sketch is furnished without charge solely for the purpose of assisting in locating said premises and the company assumes no liability for inaccuracies therein.

Attachment # 2

This sketch is furnished without charge solely for the purpose of assisting in locating said premises and the company assumes no liability for inaccuracies therein.

20000 ENLEY RANCH



CERTIFICATE OF SURVEY NO. 632
 A TRACT OF LAND BEING THE SW 1/4 AND SE 1/4 OF SEC. 11 AND A PORTION OF SEC. 10, THE SW 1/4 AND SE 1/4 OF SEC. 11 AND A PORTION OF THE NE 1/4 AND NW 1/4 OF SEC. 14 AND A PORTION OF THE S 1/4 OF SEC. 12, N. 28. N. 25. E. M.P.M. GALLATIN COUNTY, MONTANA
 TO: CREATE 45 TRACTS OF LAND

SHEET 1 OF 3

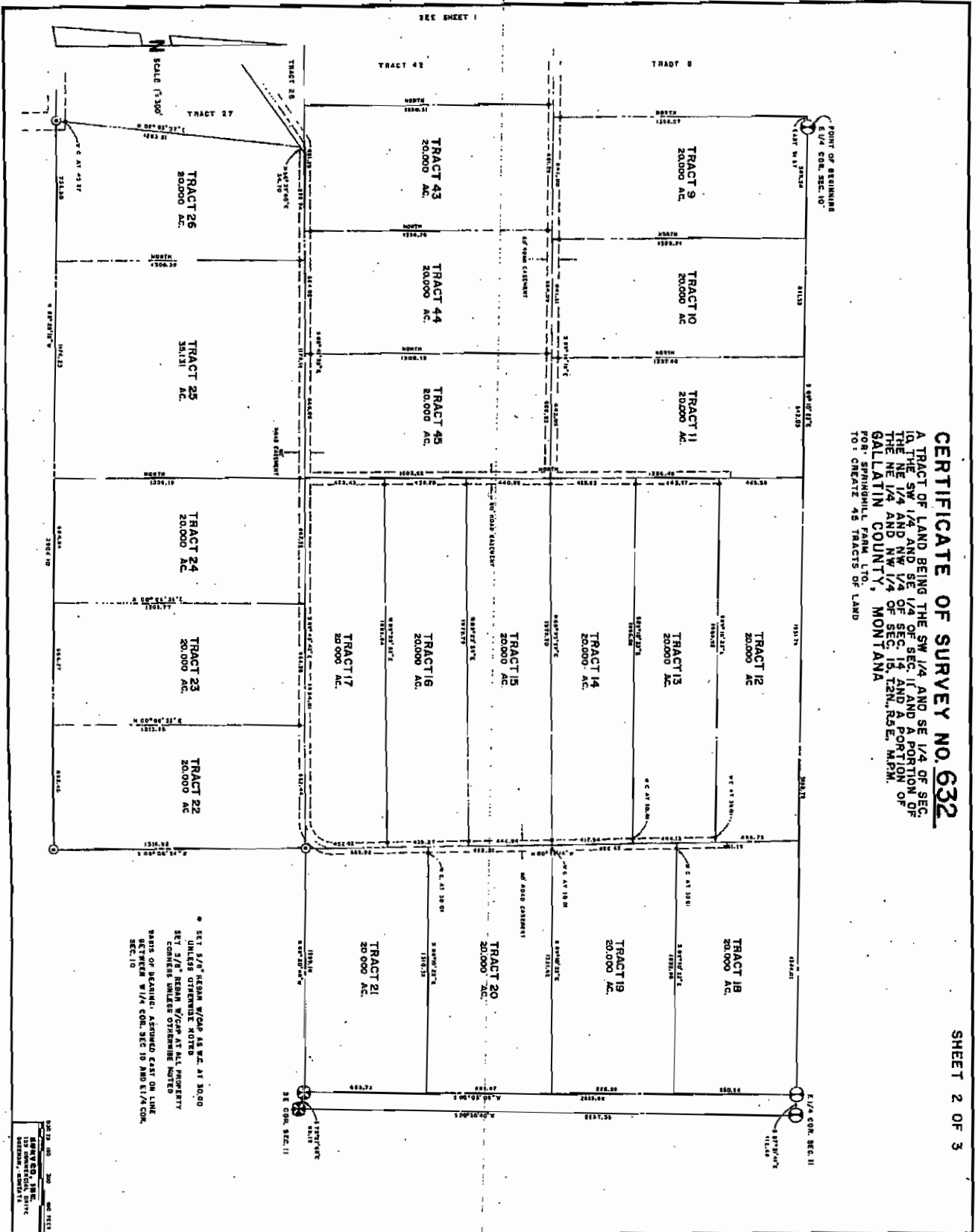
SEE SHEET 2

BEFORE OF RECORDING
 8 1/4 COR. SEC. 10
 SEE SHEET 2

BY: [Signature]
 SURVEYOR, INC.
 1000 W. 10TH ST.
 BOZEMAN, MONTANA

This sketch is furnished without charge solely for the purpose of assisting in locating said premises and the company assumes no liability for inaccuracies therein.

1004 EILEEN RANCH



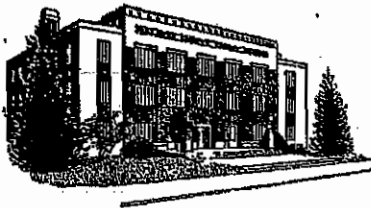
CERTIFICATE OF SURVEY NO. 632

A TRACT OF LAND BEING THE SW 1/4 AND SE 1/4 OF SEC. 10, THE SW 1/4 AND SE 1/4 OF SEC. 11 AND A PORTION OF THE NE 1/4 AND NW 1/4 OF SEC. 14 AND A PORTION OF THE NE 1/4 AND NW 1/4 OF SEC. 15, T2N, R5E, M3M, GALLATIN COUNTY, MONTANA FOR SPRINGHILL FARM LTD. TO: CREATE 21 TRACTS OF LAND

* SET 1/8" BEAM W/O.P. AS W.C. AT 30.00 UNLESS OTHERWISE NOTED ALL PROPERTY BEING ADJACENT UNLESS OTHERWISE NOTED BASIS OF BEARING: ASSUMED EAST ON LINE BETWEEN W 1/4 COR. SEC. 10 AND E 1/4 COR. SEC. 10

APPROVED AND CORRECTED
 REGISTERED PROFESSIONAL SURVEYOR
 STATE OF MONTANA
 SPRINGFIELD, MONTANA

Attachment # 3



State of Montana
COUNTY OF GALLATIN

Bozeman
February 19, 1980

NOTICE TO PETITIONERS & ADJOINING LANDOWNERS

This is to notify you that the Board of County Commissioners held a hearing on Road Petition # 697, for the abandonment of the following county roadway.

Starting point is 1200' more or less from the Southwest corner of Section 10, Township 2 North, Range 5 East; thence North 40°30' E 882 feet; thence North 67°53' E 1740 feet; thence North 87°45' E to a point 51.67 feet West of the East 1/4 corner of Section 10, Township 2 North, Range 5 East. The portion of road to be abandon is part of Martin Road, Number 88.

In exchange for abandonment of the above road the land owners do hereby agree to provide to the public an easement 60' wide for road purposes and being more particularly described as follows:

Point of beginning is on the Rocky Mountain Road a point North 00°08'30" E 1348.94 feet from the Southwest 1/4 corner of Section 10, Township 2 North, Range 5 East; thence South 89° 16'18" E as shown on GOS 632 between Tract 1 and 35, 2 and 36, 3 and 37, 4 and 38, 5 and 39, 6 and 40, 7 and 41, 8 and 42 to the Southeast corner of Tract 8; thence North a sixty foot easement with 30 feet on each side of boundary between Tract 8 and 9 for 1359.07 feet to a point where easement would intersect with the Martin road 51.67 feet from the East 1/4 corner of Section 10, Township 2 North, Range 5 East.

There being no objections it was unanimously carried by the Board of County Commissioners that the road be closed.

Sincerely,

Hele Thompson
Road Office Supervisor

71737

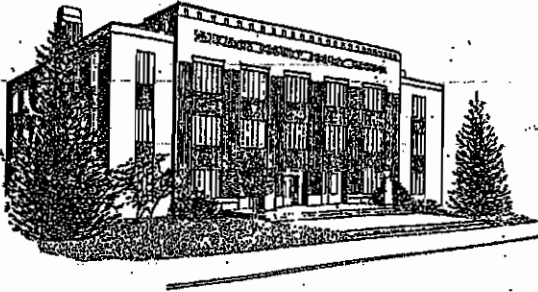
INDEXED
PLATTED

OFFICE OF COUNTY RECORDER,
STATE OF MONTANA
COUNTY OF GALLATIN.

THIS INSTRUMENT WAS FILED FOR RECORD IN THIS OFFICE ON THE
27 DAY OF FEBRUARY, A.D., 19 80
AT 1:15 P.M., AND WAS DULY RECORDED IN BOOK 55
OF MISCELLANEOUS RECORDS, PAGE 782

Fee \$ FILE Lucille C. Bridge RECORDER. BY Carol M. Taylor DEPUTY

Attachment # 4



State of Montana
COUNTY OF GALLATIN

◆
Bozeman

February 19, 1980

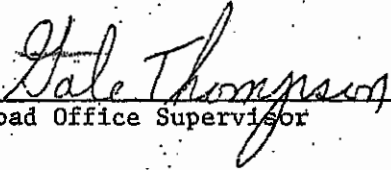
Mrs. Margaret M. Potter
114 Helena Drive
Belgrade, Montana 59714

Dear Mrs. Potter;

Attached is letter notifying you that Martin Road, Number 88 has been abandon with the stipulation that the landowners provide to the public an easement 60' wide for road purposes.

Would you please follow up on this easement.

Sincerely,


Road Office Supervisor

GT:pn

Attachment # 5

443-7027

FILM 169700-3299

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT ("Easement") is made this 30th day of Dec., 1976, by Triple O Ranch, Inc. of Atlanta, Georgia, (hereinafter together with its heirs, personal representatives, successors, and assigns collectively referred to as "Grantor"), and THE MONTANA LAND RELIANCE, a non-profit Montana corporation with a principal office at 324 Fuller Avenue, Helena, Montana 59601 (hereinafter referred to as "Grantee");

R E C I T A L S:

WHEREAS, Grantor is the owner of certain real property in Gallatin County, Montana, more particularly described in Exhibit A attached hereto and made a part hereof by reference (hereinafter the "Property"); and,

WHEREAS, the Property has significant natural habitat, scenic and open space values as recognized in the Montana Open Space Land and Voluntary Conservation Easement Act, Montana Code Annotated (MCA) Section 76-6-101, et seq.; and,

WHEREAS, the Property constitutes a valuable element of the natural habitat of the Bridger Mountain Range and its scenic, open space, and ecological values, including flora, fauna, soils, water resources, and habitat for various species of wildlife (hereinafter the "Conservation Values"), which are of great importance to Grantor and to the people of the State of Montana, and are worthy of preservation; and,

WHEREAS, Grantor desires and intends that the Conservation Values of the Property be preserved and maintained by a continuation of land uses that will not substantially impair those Values; and,

WHEREAS, the State of Montana has recognized the importance of private efforts toward voluntary conservation of private lands in the state by the enactment of MCA Sections 76-6-101, et seq., and 76-6-201, et seq.; and,

WHEREAS, Grantee is a qualified organization under MCA Sections 76-6-104(5) and 76-6-204, organized to conserve land for natural habitat, scenic, and open space purposes, and is an organization described in Section 170(h)(3) of the Internal Revenue Code of 1986 (hereinafter the "Code") qualified to receive and hold conservation easements;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and, further, pursuant to MCA Section 76-6-201, et seq., Grantor does hereby convey to Grantee this Easement in perpetuity, consisting of the rights hereinafter enumerated on, over and across the Property.

SECTION I

Purpose and General Effect of Easement

A. Purpose. It is the purpose of this Easement to assure that the Conservation Values will be maintained forever and to prevent any use of, or activity on, the Property that will significantly impair those Values. Grantor intends that this Easement will limit the use of the Property to such activities as are consistent with that purpose (including farming, ranching and other agricultural uses; hunting, fishing and other recreational uses; guest ranching and outfitting operations; bed and breakfast business; and, mineral exploration and extraction consistent with the terms hereof).

B. Perpetual restrictions. This Easement shall run with and burden title to the Property in perpetuity, and shall bind Grantor and all future owners and tenants.

C. Dedication. The Property is hereby declared to be open space and natural land, and may not, except as specifically provided herein, be converted from open space and natural land.

SECTION II

Rights Conveyed

The rights conveyed by this Easement are the following:

A. Identification and protection. To identify, and to preserve and protect in perpetuity the Conservation Values, subject, however, to Grantor's reserved rights as herein provided and further subject to all third party rights of record in the Property existing at the time of conveyance of this Easement and not subordinated to this Easement.

B. Access. Upon prior written notice to Grantor, typically a letter is sent in the spring to Grantor, to enter upon the Property to inspect the same and to monitor Grantor's compliance with the terms of this Easement in a manner that will not unreasonably interfere with the use of the Property by Grantor. Aside from the rights of access granted in the preceding sentence of this paragraph B, this Easement does not grant to Grantee, nor to the public, any rights to enter upon the Property.

C. Injunction and restoration. To enjoin any activity on, or use of, the Property which is inconsistent with the purpose of

this Easement and to enforce the reasonable restoration of such areas or features of the Property as may be damaged by such activity or use.

SECTION III
Reserved Rights and Prohibited Uses

A. Reserved rights. Grantor reserves to itself, and to its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the terms of this Easement. Without limiting the generality of the foregoing sentence, those uses and practices described in Exhibit B, attached hereto and incorporated by this reference, are expressly permitted.

B. Prohibited uses. Any activity on or use of the Property that is inconsistent with the terms of this Easement is prohibited. Without limiting the generality of the foregoing sentence, the activities and uses described in Exhibit C, attached hereto and incorporated by this reference, are expressly prohibited.

SECTION IV
Prior Notice by Grantor and Approval of Grantee

Mineral exploration or extraction or road construction activities to be done or undertaken by Grantor require the prior approval of Grantee pursuant to an express provision of this Easement (as specified in Exhibit B or Exhibit C) and shall be commenced only after satisfaction of the notice and approval conditions of this Section IV.

A. Grantor's written notice. Prior to the commencement of any mineral exploration or extraction or road construction activities requiring Grantee's approval, Grantor shall send Grantee written notice of the intention to commence or undertake such activity. Said notice shall inform Grantee of all aspects of such proposed activity, including, but not limited to, the nature, siting, size, capacity and number of structures, improvements, facilities or uses.

B. Grantee's address. Said notice shall be sent by registered or certified mail, return receipt requested, and shall be addressed to Grantee at P.O. Box 355, Helena, Montana 59624, or to such other address as Grantor from time to time may be informed of in writing by Grantee.

C. Grantee's response. Grantee shall have thirty (30) days from the mailing of such notice, as indicated by the registered or certified return receipt, to review the proposed

enterprise, use or activity and to notify Grantor of any objection thereto. Such objection, if any, shall be based upon Grantee's opinion that the proposed enterprise, use or activity is inconsistent with the purpose of this Easement. If, in Grantee's judgment, conformity with the purpose of this Easement is possible, said notice shall inform Grantor of the manner in which the proposed enterprise, use or activity can be modified to be consistent with this Easement. Except as provided in paragraph E of this Section IV, only upon Grantee's express written approval may the proposed enterprise, use, or activity be commenced and/or conducted, and only in the manner explicitly represented by Grantor and approved by Grantee.

D. Grantor's address. Grantee's response to Grantor's notice shall be sent by registered or certified mail, return receipt requested, to Grantor at Triple O Ranch, Inc. Suite B-200, 2900 Paces Ferry Rd NW, Atlanta, GA 30339, or to such other address as Grantee from time to time may be informed of in writing by Grantor.

E. Grantee's failure to respond. Should Grantee fail to post its response to Grantor's notice within thirty (30) days of the posting of said notice, the proposed enterprise, use or activity shall automatically be deemed consistent with the purpose of this Easement, Grantee having no further right to object to the enterprise, use or activity identified by such notice.

F. Acts beyond Grantor's control. Grantor shall be under no liability or obligation for any failure in the giving of notice with regard to any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or to any person resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any other cause beyond the control of Grantor similar to those occurrences specified.

SECTION V
Breach and Restoration

A. Grantee's remedies. If Grantee determines that Grantor or a third party sanctioned by Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor:

(1) fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee,

(ii) under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within thirty (30) days of the date mutually agreed to between Grantor and Grantee as the date when efforts to cure such violation can reasonably begin, or,

(iii) fails to continue diligently to cure such violation until finally cured,

Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, and to require the restoration of the Property to the condition that existed prior to any such injury. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to any Conservation Value, Grantee may pursue its remedies under this paragraph without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

B. Costs of enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including reasonable costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's reasonable costs of suit, including reasonable attorneys' fees, shall be borne by Grantee.

C. Grantee's discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any provision of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such provision or of any subsequent breach of the same or any other provision of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

D. Acts beyond Grantor's control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

SECTION VI
Costs and Taxes

Grantor shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including responsibility for the control of noxious weeds in accordance with Montana law. Grantor shall pay any and all taxes, assessments, fees, and charges levied by competent authority on the Property, except any tax or assessment on this Easement herein granted. Any lawful tax or assessment on this Easement shall be paid by Grantee.

SECTION VII
Indemnities

Grantor shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent of the adjudicated proportionate fault of any of the Indemnified Parties; (ii) the obligations specified in Section VI; and, (iii) the obligations arising from past, present or future presence of any hazardous substance on the Property, and any obligation associated with the cleanup of any such hazardous substance or the containment of its impact.

For purposes of this Easement, the term "hazardous substance" means (i) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to any federal, state or local law, regulation or ordinance as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant," or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive

toxicity, or "EP toxicity" and (ii) any petroleum, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources.

Except to the extent of the adjudicated proportionate fault of Grantor or its agents or employees, Grantee shall hold harmless and indemnify Grantor and its agents, employees, personal representatives, successors and assigns from and against all liabilities, claims, penalties, costs, demands or judgments, including reasonable attorney's fees, arising from or in any way connected with injury to employees, officers, or directors of Grantee while on the Property in the course of carrying out the duties and obligations of Grantee under the terms of this Easement.

SECTION VIII
Assignment of Easement

The benefits of this Easement shall be assignable, but Grantee may not transfer or assign its interest in the Property created by this Easement except to a "qualified organization," within the meaning of Section 170(h)(3) of the Code. Grantor and Grantee shall mutually agree upon which qualified organization shall be chosen for assignment. Any such qualified organization shall agree to enforce in perpetuity the conservation purpose of this Easement. Grantee agrees that it will make a reasonable effort in the event of any assignment to suggest an assignee which is a qualified organization other than a governmental unit referred to in Section 170(c)(1) of the Code, which has conservation of natural resources as a substantial organizational purpose, and Grantee further represents to Grantor that its present intention is to assign its interest in this Easement only in connection with a dissolution of Grantee.

SECTION IX
Resource Data

Grantor has made available to a representative of Grantee, prior to the execution of this Easement, information sufficient to document the condition of the natural resources of the Property at the time of the grant of this Easement. The parties acknowledge that this information has been compiled and developed into a resource documentation report, in accordance with Treasury Regulation §1.170A-14(g)(5)(i). Further, the parties have signed a written acknowledgement stating that this resource documentation report accurately documents the condition of the Property as of the date of the grant of this Easement. This acknowledgement of the resource documentation report's accuracy

is attached hereto as Exhibit D and made a part hereof by reference. The resource documentation report is on file with Grantee.

The parties intend that the resource data shall be used by Grantee to monitor Grantor's future uses of the Property and practices thereon. The parties further agree that, in the event a controversy arises with respect to the biological or physical condition of the Property or a particular resource thereof, the parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy. Grantor and Grantee recognize that changes in economic conditions, in agricultural technologies, in accepted farm, ranch and forest management practices, and in the situation of Grantor may result in an evolution of agricultural and related uses of the Property provided that such uses are consistent with the purpose of this Easement.

SECTION X

Extinguishment: Grantee's Entitlement to Proceeds

A. Extinguishment. If circumstances arise in the future which render the purpose of this Easement impossible to accomplish, this Easement may only be terminated or extinguished, (as provided for in Treasury Regulations Section 1.170A-14(g)(6)(i)) whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the compensation to which Grantee shall be entitled from any sale, exchange, or involuntary conversion of all or any portion of the Property, subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Montana law at the time, in accordance with paragraph B of this Section X. Grantee shall use any such proceeds in a manner consistent with the purpose of this Easement.

B. Compensation. The value of this Easement, at any time, shall be calculated as (i) the fair market value of the Property unencumbered by this Easement, less any increase in value attributable to any improvements to the Property after the date hereof, multiplied by (ii) the ratio of the value of this Easement, as of the date of this Easement, to the value of the Property, as of the date of this Easement, unencumbered by this Easement. The values referred to in the preceding sentence shall be those values established by Grantor's qualified appraisal (pursuant to Treasury Regulation §1.170A-13) for federal income, gift or estate tax purposes. For the purpose of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement, as established at the time of this grant, shall remain constant. Within one (1) year of completion of the qualified appraisal, Grantor, Grantee, and Grantor's appraiser shall sign a written acknowledgment of the values thus established in the form attached hereto as Exhibit E.

The original of said acknowledgment shall be held on file with Grantee at Grantee's normal place of business.

C. Eminent domain. If all or a portion of the Property is taken in exercise of eminent domain by public, corporate, or other authority, so as to abrogate the restrictions imposed by this Easement, Grantor and Grantee may join in appropriate actions to recover the full value of the Property (or portion thereof) taken and all incidental or direct damages resulting from such taking. Any expense incurred by Grantor or Grantee in any such action shall be first reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their interest in the Property, or portion thereof, as established by paragraph B of this Section X.

SECTION XI
Miscellaneous Provisions

A. Partial invalidity. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

B. "Grantor" and "Grantee". The terms "Grantor" and "Grantee", as used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantor and its heirs, personal representatives, executors, successors in interest and assigns, and The Montana Land Reliance and its successors and assigns, respectively.

C. Titles. Section and paragraph titles and subtitles are for convenience only and shall not be deemed to have legal effect.

D. Subsequent transfers. Grantor agrees that reference to this Easement and reference to its dates and places of recording in the Public Records of Gallatin County will be made in any subsequent deed or other legal instrument by which it conveys any interest in the Property, including any leasehold interest. Grantor further agrees to attach a copy of this Easement to any deed by which Grantor conveys title to the Property.

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E. Governing law. In the event any dispute arises over the interpretation or enforcement of the terms and conditions of this Easement, the laws of the State of Montana shall govern resolution of such dispute.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands.

GRANTOR:

TRIPLE O RANCH, INC.

By: Geo. D. Arend, pres.
[Name and title]

GRANTEE:

THE MONTANA LAND RELIANCE,
a corporation

By: George J. Oe. Sec. Treas
[Name and title]

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EXHIBIT A
LEGAL DESCRIPTION

Gallatin County

Township 2 North, Range 5 East, M.P.M.

Tracts 1-16, 18-20 and 28-43 of Certificate of Survey No. 632, located in portions of Sections 10, 11, 14 and 15, Township 2 North, Range 5 East, M.P.M., Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.

AND

Tract 44A of Certificate of Survey No. 632-A, located in a portion of Sections 11 and 14, Township 2 South, Range 5 East, M.P.M., Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.

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-
16

**EXHIBIT B
PERMITTED USES AND PRACTICES**

The following uses and practices, though not an exhaustive recital of consistent uses and practices, are hereby deemed to be consistent with the purpose of this Easement and are expressly permitted:

1. Agricultural activities. To conduct farming, ranching and other agricultural activities, including raising and managing livestock and planting, raising, and harvesting agricultural crops, provided that such activities are consistent with the maintenance and enhancement of the Property's soils, plant communities, water resources, or fish and wildlife species or their natural habitats.

2. Hunting and fishing. To use the Property for hunting of game animals and fishing.

3. Water resources. Water resources on the Property may be developed provided that such development is accomplished in a manner consistent with the maintenance and enhancement of water courses and wetlands in a reasonably natural condition. Under such conditions, water resources may be developed and maintained for permitted agricultural uses, wildlife habitat, domestic needs, and private recreation. Permitted uses include but are not limited to the following: the right to restore, enhance, and develop water resources, including ponds, for fisheries and wildlife habitat improvement in accordance with applicable state and federal regulations; to locate, construct, repair, and maintain irrigation systems; and, to develop stock watering facilities.

4. Maintenance and structures. To maintain, repair, remodel and make limited additions to any existing or subsequently constructed improvements expressly permitted by this Easement including residences, garages, guest houses, barns, sheds, shops, corrals, fences, roads, irrigation structures, ditches, and pipelines. In the event of removal or destruction of any or all of said structures, to replace them with similar structures of the same approximate size in the same general locations. To place upon the Property additional non-residential structures and other improvements as may be necessary for agricultural purposes, pursuant to the terms hereof.

5. New residences. Grantor shall have the right to construct, maintain, and repair four (4) single family residences, each with an associated garage and a guest house (guest house shall not exceed 1,800 square feet), plus agricultural improvements as set forth in Exhibit B, paragraph 4. Selection of the location of the residences and associated structures shall be consistent with the purpose of this Easement.

and shall be located so as to minimize impacts to and degradation of water resources, wildlife habitat and the natural, scenic and open space qualities of the Property.

In connection with the upkeep, maintenance and repair of structures and residences, Grantor specifically reserves the right to clear brush, and prune, trim and remove trees, or to plant trees, shrubs, flowers and other native or non-native species for landscaping or gardening purposes without obtaining any approval from Grantee.

In the event of removal or destruction of any residence or structure described in this paragraph 5, Grantor may replace the same with a similar structure in the same general location.

6. Agrichemicals. To use biological control agents and agrichemicals, including, but not limited to, fertilizers, pesticides, herbicides, insecticides, and rodenticides, but only in those amounts necessary to accomplish reasonable agricultural, ranching and residential objectives.

7. Mineral activities. Subject to the prior approval of Grantee as provided in Section IV hereof, to explore for and extract oil, gas, and other minerals (or to lease, sell or otherwise dispose of the rights thereto) in, on or under the Property on the following conditions:

(i) Surface mining. There shall be no extraction or removal of any minerals, oil, gas, hydrocarbons, sand, gravel, peat, stone, rock, flagstone, or any other materials by any surface mining method, within the meaning of Section 170(h)(5)(B) of the Code and the regulations promulgated thereunder, nor shall there be any exploration or extraction by any subsurface mining method if such activity would, in the sole judgment of Grantee, result in the destruction or impairment of any Conservation Value. Any subsurface mining method used must have only temporary and localized impacts that are not destructive of any Conservation Value.

(ii) Water. No water shall be utilized in any mining operation which would cause interference with or degradation of the water rights of Grantor, wells or streams, or other sources of water utilized by Grantor for agricultural or residential purposes. Any waste water resulting from permitted subsurface exploration or extraction activities which is of materially poorer quality than existing water supplies shall be treated so that its quality is substantially equivalent to existing water supplies.

(iii) Surface disturbance. Any surface disturbance resulting from permitted subsurface exploration or extraction activities shall be restored upon completion to a condition

similar or equivalent to its state prior to the disturbance, by restoring soils and replanting suitable native vegetation.

(iv) Reclamation. All permitted subsurface exploration or extraction activities and associated reclamation activities shall be in compliance with applicable state and federal laws.

(v) Roads. Any new road shall conform to the restrictions stated in Exhibit C, paragraph 7. Whenever possible, access to exploration or extraction sites shall be by existing roads.

(vi) Structures. The number and kind of structures used in the exploration for or extraction of oil, gas and other minerals shall be limited to the minimum necessary to accomplish said exploration or extraction. Vehicles and other non-stationary equipment shall be stored off the Property when not in direct use for exploration or extraction.

(vii) Notification. Grantor shall advise Grantee in writing at least sixty (60) days prior to engaging in any exploration for or extraction of oil, gas, and other minerals (or leasing, selling or otherwise disposing of the rights thereto) whether or not such exploration or extraction (or leasing, selling or otherwise disposing of the rights thereto) could result in any surface disturbance.

8. Transfer of land. To sell, exchange, devise or gift the Property as no more than four (4) parcels. Each of the four (4) parcels may contain one (1) of the residences and associated structures provided for in this Exhibit B, paragraph 5. Whether conveyed as a single tract or whether conveyed as separate parcels created pursuant to this paragraph 8, the Property shall be conveyed expressly subject to all terms, conditions, rights, restrictions and obligations contained in this Easement. Grantor shall furnish Grantee a copy of any document or conveyance utilized to effect the transfer of the Property within thirty (30) days of the execution of said document or conveyance.

9. Bed and breakfast business and/or residence-based business. Grantor retains the right to use a maximum of two residences and guest house sites permitted in this Exhibit B, paragraph 5, for the operation of a bed and breakfast business.

Persons living on the Property may also conduct businesses within their residence so long as any such business, other than the bed and breakfast business permitted above, is not a sales or service business involving dealing with the general public on the Property on a regular basis.

10. Guest ranching/outfitting business. The Property and existing/permitted improvements may be used for the purposes of a guest ranching/outfitting business, provided that such uses are

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conducted at levels consistent with the protection and preservation of the natural and ecological features of the land and water, including wildlife habitat and fisheries, which are protected by this Easement. Consistent with this paragraph 10, Exhibit B, for so long as Grantor maintains title to the Property in unified ownership, Grantor may use all structures, on the Property at the time this Easement is granted, or replacements thereof, and Grantor may use any structures that may be constructed on the Property pursuant to Exhibit B, paragraphs 4 and 5, for guest ranching/outfitting purposes.

If the Property is separately conveyed, as provided in Exhibit B, paragraph 8, only one parcel may be used for a guest ranching/outfitting business. Grantors shall designate in the conveyancing instruments the parcel to which the right to operate a guest ranching/outfitting business attach.

In the event that the guest ranching/outfitting business were to suspend or cease operation, none of the buildings associated with these operations may be occupied as a year-round residence, except for the four (4) residences permitted in this Exhibit B, paragraph 5.

----- END EXHIBIT B -----

**EXHIBIT C
PROHIBITED USES AND PRACTICES**

The following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are hereby deemed to be inconsistent with the purpose of this Easement, and are expressly prohibited:

1. Subdivision. The division, subdivision or de facto subdivision of the Property, except as provided for in Exhibit B, paragraph 8.
2. Mineral activities. Exploration for or extraction of any materials (including, but not limited to oil, gas, other minerals, soils, gravel, peat or rock) by any surface mining method, or the subsurface exploration for or extraction of any materials, except as provided in Exhibit B, paragraph 7.
3. Commercial facilities. The establishment of any commercial or industrial facilities (other than those necessary in the operation or uses of the Property expressly permitted by this Easement), including, but not limited to, any retail sales or service business, restaurant, night club, campground, trailer park, motel, hotel, commercial recreation facility, gas station, retail outlet or facility for the manufacture or distribution of any product (other than products to be grown or produced on the Property in connection with purposes expressly permitted in Exhibit B hereto).
4. Dumping. The dumping or other disposal of non-compostable refuse on the Property, except non-hazardous wastes generated by normal agricultural and ranching operations.
5. Watercourses and wetlands. Except as permitted in Exhibit B, paragraph 3, the change, disturbance, alteration or impairment of any watercourse or wetland on the Property.
6. Construction. The construction of any structures except as provided in Exhibit B, paragraphs 4 and 5.
7. Roads. The granting of road right-of-way easements upon or across the Property, except for residential purposes, agricultural purposes, or mineral exploration or extraction. However, right-of-way easements may be granted by mutual agreement of Grantor and Grantee in cases where eminent domain statutes apply and clear public necessity has been demonstrated to Grantor and Grantee. The construction of roads except in connection with farming, ranching and other agricultural uses; hunting, fishing and other recreational uses; mineral exploration and extraction as provided in Exhibit B, paragraph 7; and, access to residences and associated structures permitted in Exhibit B, paragraph 5. Any road constructed for a permitted purpose shall

be sited and maintained so as to minimize adverse impact to the Conservation Values. Any road construction shall be subject to the prior written approval of Grantee. Grantor's written notice shall include a construction plan describing the purpose of the road, its location on a topographic map and, to the extent deemed necessary by Grantee, discussion of the following: road grade, drainage, erosion/sedimentation impacts and mitigating efforts, areas of cut and fill, and special concerns such as culvert placement, bridges, fords, buffer strips between roads and streams, and fish and wildlife impacts and mitigating efforts. Seeding and reestablishment of cover vegetation on exposed road cuts and banks shall be required.

8. Commercial feed lot. The establishment or maintenance of any commercial feed lot, defined for purposes of this Easement as a facility used for the purpose of receiving, confining and feeding livestock for hire.

9. Utilities. The granting of right-of-way easements for utilities, except to access the residences and associated structures permitted in Exhibit B, paragraph 5. However, right-of-way easements may be granted by mutual agreement of Grantor and Grantee in cases where eminent domain statutes apply and clear public necessity has been demonstrated to Grantor and Grantee. The installation of utility structures, lines, conduits, cables, wires or pipelines upon, over, under, within or beneath the Property, except in connection with the maintenance and construction of permitted structures.

10. Billboards. The construction, maintenance, or erection of any billboards. Roadside signs are permitted only for the purposes of posting the name of the Property, advertising any business permitted on the Property, controlling public access, providing public notification of this Easement, or advertising the property for sale.

11. Mobile homes, etc. The placing, use, or maintenance of any trailer, mobile home or other movable living unit (including any such unit placed on a permanent foundation); provided, however, that Grantor or Grantor's guests may park or use a recreational vehicle on the Property on a temporary basis.

12. Game, fur or fish farms. The raising or confinement for commercial purposes of (i) game farm animals as defined in MCA Section 87-4-406 or its successor statute, (ii) native or exotic fish, (iii) game birds, (iv) furbearers, including mink and fox, or (v) other native and exotic animals as delineated in MCA Title 87 in its entirety.

----- END EXHIBIT C -----

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EXHIBIT D
TRIPLE O RANCH, INC. QUAGLE CREEK PROPERTY
RESOURCE DOCUMENTATION REPORT & ACKNOWLEDGEMENT OF ITS ACCURACY

In accordance with Treasury Regulation §1.170A-14(g)(5)(i), Triple O Ranch, Inc. of Atlanta, Georgia, Grantor of a Deed of Conservation Easement dated Dec 30th, 1996, and THE MONTANA LAND RELIANCE, Grantee of said Conservation Easement, hereby acknowledge, declare, and agree that they have reviewed the information contained in the Resource Documentation Report and that the Resource Documentation Report is an accurate representation of the real property to be protected by this Conservation Easement at the time of the transfer.

12/30/96
DATE

Ge. D. Orndorff
TRIPLE O RANCH, INC.

12/30/96
DATE

George O. Sch-Trew
THE MONTANA LAND RELIANCE

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EXHIBIT B
SAMPLE OF FORM TO BE USED FOR ACKNOWLEDGEMENT OF VALUE OF
TRIPLE O RANCH, INC. QUAGLE CREEK PROPERTY
CONSERVATION EASEMENT

Triple O Ranch, Inc. of Atlanta, Georgia, Grantor of a Deed of Conservation Easement dated _____, 19____, and recorded on _____, 19____, at Book _____, Page _____, Records of _____ County, Montana, THE MONTANA LAND RELIANCE, of Helena, Montana, Grantee of said Conservation Easement, and _____, appraiser of the property subject to the Conservation Easement, (hereinafter the "Property"), hereby acknowledge, declare, and agree as follows:

1. That the value of the Property immediately prior to encumbrance by the grant of the Conservation Easement was _____, and the value of the Property immediately after the conveyance of the Conservation Easement to the Montana Land Reliance was _____.

2. Thus, the parties hereto agree that the grant of the Conservation Easement reduced the value of the Grantor's interest in the Property by _____ percent (____%).

The original of this Acknowledgement is to be retained in the files of The Montana Land Reliance, or its successors and assigns, at its normal place of business.

DATE

TRIPLE O RANCH, INC.

DATE

THE MONTANA LAND RELIANCE

DATE

APPRAISER

STATE OF Georgia)
County of Cobb) : ss.

This instrument was acknowledged before me on this 23rd day of December, 1996, by George D. Overend, as President of Tridle O Ranch, Inc.



Kathleen D. Jones
Notary Public for the State of Georgia
Residing at 4347 Shiloh Trl. Roswell, Ga. 30077
My commission expires 8/1/98

STATE OF MONTANA)
County of Lewis & Clark) : ss.

This instrument was acknowledged before me on this 18th day of December, 1996, by George S. Olson, as Sec. Treas of The Montana Land Reliance.



Thomas Davidson
Notary Public for the State of MT
Residing at Helena
My commission expires 1-16-2000

337127



State of Mont., County of Gallatin, ss Filed for record DECEMBER 30, 1996
at 4:02 P.M., and recorded in Book 169 of MISCELLANEOUS page 3299
George D. Overend Recorder, By Carol Barmcamp Deputy
FEE: \$120.00 PD
RT: MARK NOREM
PO BOX 788
BIG TIMBER, MT 59011

Attachment # 6

Gallatin County Attorney
Marty Lambert, County Attorney



Judge C. Luther Memorial Center
1709 West College, Bozeman, MT 59715
Phone: (406) 582-3745
Fax: (406) 582-3758

RECEIVED
FEB 06 2008

02/05/2008

BY:.....

Ms. Jane Mersen
Attorney at Law
716 S. 20th Ave, Suite 101
Bozeman, MT 59718

Re: COS 632G

Dear Jane:

I have the opportunity to address your recent letter to me regarding Quagle Creek, LLC with the Gallatin County Road and Bridge Department.

That department takes the following position in the matter: the reference to the 60 foot public easement recorded at Film 55 Page 782 creates enough of nexus to a public road under Montana law that it will need to be abandoned. To that end the Road and Bridge Supervisor indicates that he will not oppose such abandonment. The Road and Bridge Department will be the first source to begin processing that abandonment.

One party that has shown an interest in the road in the past has been the United States Forest Service. I attach a letter from 1988 which indicates their awareness of the road and need to maintain public access. It would be useful to the abandonment process if the USFS formally disavowed their 1988 position.

Please contact me with any questions or concerns you may have regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Gray", written over a large, stylized flourish.

Christopher B. Gray
Chief Civil Deputy County Attorney

C: Lee Provance, County Road Dept.



United States
Department of
Agriculture

Forest
Service

Gallatin
National
Forest

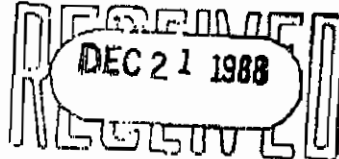
P.O. Box 130
Bozeman, MT 59771

5460

Reply to:

Date: **DEC 19 1988**

Gallatin County Commissioners
P.O. Box 1905
Bozeman, Montana 59715



Dear Commissioners:

Over the past several years we have had some involvement with you on various actions relative to the Martin Road which is located on the west side of the Bridger Mountains approximately 2 1/2 miles south of Pass Creek.

According to our joint record search, this road (Road # 88) was petitioned a County road in petitions # 88, 312, and 393. It is referred to as the Martin Road in the old map plat book pages 106 to 115. It basically consisted of a set of wheel tracks running east from Rocky Mountain Road in Section 10 to National Forest lands in NE portion of Section 11, T. 2 N., R. 5 E., Gallatin County. A map showing the approximate location of the right-of-way is enclosed for your review.

In 1979 the County received a Petition To Abandon Portion of County Road by a local Real Estate firm. A copy of this petition is also enclosed for your review. The intent of this petition was to relocate the first portion of the Martin road in section 10 from the original route to a planned interior subdivision road that was to be built in the near future. A portion of Section 10 was then platted on Certificate of Survey No. 632 and the replacement road segment dedicated as a 60 foot public road easement.

The subdivision was never developed and the substitute road segment never built. The tract is now in a single ownership.

We are very interested in providing public access to this area of the National Forest and would ask for your help in determining the legal status of the Martin Road.

First, we would like to find out if the original Martin Road Petitions clearly established this as a County Road and you concur with the location indicated on the enclosed map.

Secondly, was the Petition to Abandon Portion of County Road acted upon by the Commissioners? If so, what is the present legal status of the replacement segment which was described and dedicated in Certificate of Survey No. 632?

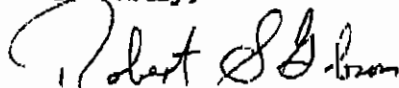


Post-It® Fax Note	7671	Date	# of pages ▶
To	<i>ee</i>	From	<i>ERIN</i>
Co./Dept.		Co.	
Phone #		Phone #	
Fax #		Fax #	

If a public way currently exists, we will want to visit with you this winter on the Forest Service utilizing this right-of-way under a Cooperative Agreement to provide public access to the National Forest.

I appreciate your cooperation and attention on this matter and Mike Williams of my staff will be glad to personally visit with you if you have any questions. His number is 587-6747.

Sincerely,



ROBERT S. GIBSON
Forest Supervisor

Enclosures

KASTING, KAUFFMAN & MERSEN, P.C.
A T T O R N E Y S A T L A W

KENT M. KASTING
JOHN M. KAUFFMAN
JANE MERSEN
DENNIS L. MUNSON

716 SOUTH 20th AVENUE, SUITE 101
BOZEMAN, MONTANA 59718
TEL: (406) 586-4383 FAX: (406) 587-7871
E-MAIL: kkm@kkmlaw.net

Of Counsel
WILLIAM B. HANSON

March 4, 2008

COPY

Gallatin County Commission
311 West Main Street
Bozeman, Montana 59715

RE: Abandonment of Easement for Quagle Creek LLC

Mr. Bill Murdoch,
Mr. Steve White,
Mr. Joe Skinner,

Greetings. This firm represents Quagle Creek LLC in connection with a cloud on the title to its property. Please consider this our formal request, pursuant to Section 7-14-2615(4), MCA, for Gallatin County to declare that the Notice from Gallatin County, dated February 19, 1980, is not an easement and that the County will not claim it as an easement in the future. If, however, the Commission finds that this notation is an easement, Quagle Creek LLC and Neils Family Partnership, the affected landowners, request the Commission abandon or extinguish any such easement.

Attached for your reference are the following:

1. Certificate of Survey 632G
2. Certificate of Survey 632, 3 pages
3. Notice from Gallatin County, dated February 19, 1980
4. Letter from County to Margaret Potter, dated February 19, 1980.
5. Deed of Conservation Easement, dated December 30, 1996, 20 pages.
6. Letter from Christopher Gray, dated February 5, 2008, 3 pages.

Reviewing the history in this matter, Old Martin Road was abandoned by the County in 1980 pursuant to the request of the landowner who then recorded COS 632 which divided the parcel into numerous 20 acre tracts. This COS showed an easement which would provide access to the lots that did not front the county road, however no Declaration of Easement was ever recorded. The County sent a letter to the landowner asking them to follow up on the easement, but nothing else was done (see letter to Margaret Potter).

Gallatin County Commissioners
March 4, 2008
page 2

In 1996, then owner Triple O Ranch, Inc., declared a conservation easement on the parcels, in effect aggregating all of the 20 acre lots into four tracts. And, although the easement that was shown on the 1980 COS to the interior parcels was not extinguished, it was rendered completely useless as there were no longer any interior tracts to access.

The property was purchased by Quagle Creek LLC in 2005. Quagle Creek LLC recorded a new Certificate of Survey, 632G, which more accurately shows the tracts within the parcel. This COS did not show the easement that was previously shown on COS 632, however a recent title search again brought the February 19, 1980 notice from the County up as a potential encumbrance on the property. The title company refrained from calling the Notice an "easement" but excepted out from the policy, any effect that the notice might have on the property.

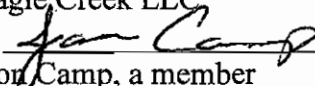
In order to ensure that the 1980 Notice from the County and the notation on the COS 632 do not further encumber the property, the landowners who are or would be affected if this notation was considered an easement request the County abandon or extinguish it. The landowners agree it should be abandoned as signified by their signatures below.

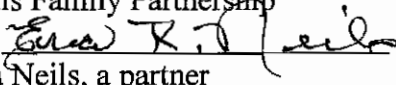
The County Road Department has been contacted about this request and has no objection to the abandonment of an easement (see attached letter from Christopher Gray).

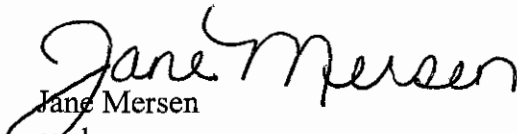
Please set this matter on your agenda for a public hearing and let us know as soon as possible the date of the hearing. It is my understanding that the Clerk and Recorder will publish notice of the hearing. If this is not correct, please let me know and I will be happy to do so.

Thank you for your consideration of this matter.

Sincerely,

Quagle Creek LLC
by: 
Jason Camp, a member

Neils Family Partnership
by: 
Eva Neils, a partner


Jane Mersen
encl.

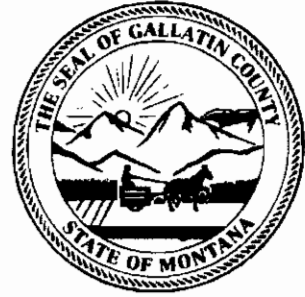
Gallatin County Commissioners
March 4, 2008
page 3

cc: Chris Gray, Gallatin County Attorneys Office
Eric Semerad, Gallatin County Clerk and Recorder's Office
Cindy Younkin

State of Montana

County of Gallatin

Bozeman



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Gallatin County Commissioners will conduct a public hearing on March 25, 2008, at 9:00 A.M., in the Community Room, 311 W. Main, Bozeman, Montana. Public opinion shall be heard regarding a request to abandon a 60-foot wide public road easement as shown on COS 632 located in the S½ Section 10 T2N, R5E. All interested parties are encouraged to attend.

Further information may be obtained from Gallatin County Commissioners Bill Murdock, Joe Skinner, or Steve White at 311 W. Main, Room 306, Bozeman, Montana 59715, telephone 582-3000.

Dated this 12th day of March, 2008.

Charlotte Mills

Charlotte Mills
Clerk and Recorder
Gallatin County, Montana

Please publish: March 16 and 23, 2008
Please Bill: Clerk & Recorder

State of Montana

County of Gallatin

Bozeman



AFFIDAVIT OF MAILING

STATE OF MONTANA)

)ss

COUNTY OF GALLATIN)

CHARLOTTE MILLS, BEING FIRST DULY SWORN ON OATH, deposes and says:

That she is the duly elected, qualified and acting County Clerk and Recorder of Gallatin County, Montana.

I hereby certify that a copy of the notice of public hearing of a petition to abandon a portion of a 60-foot wide public road easement as shown on COS 632 located in the S½ of Section 10 T2N, R5E, was mailed to the following land owners on: March 13, 2008.

Public Land Access Association, %Bill Fairhurst-105 3rd Ave East, Three Forks, MT 59752
Jane Mersen-716 South 20th Ave, Ste 101, Bozeman, MT 59718
Quagle Creek LLC-1040 Reynolds Creek Rd, Belgrade, MT 59714
Neils Family Limited Partnership-19461 Rocky Mountain Road, Belgrade, MT 59714
Gallatin National Forest, %Bob Dennee-10 E. Babcock, Bozeman, MT 59715

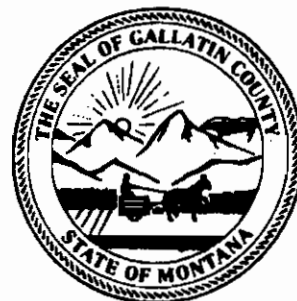
Charlotte Mills by Mary J. Miller, Deputy

CHARLOTTE MILLS
Clerk and Recorder
Gallatin County, Montana

State of Montana

County of Gallatin

Bozeman



April 24, 2008

Board of County Commissioners
Gallatin County Courthouse
Bozeman, MT 59715

RE: Abandonment of a portion of a 60-foot wide public road easement as shown on COS 632 located in the S1/2 of Section 10T2N, R5E, P.M.M. Gallatin County, Montana

Dear Board,

At the March 25, 2008, public meeting to consider the abandonment of the public road easement stated above, it was determined that a viewing committee, according to 7-14-2603 M.C.A., was necessary to determine the merits or demerits of the petition to abandon. Joe Skinner, County Commissioner, and Charlotte Mills, Clerk & Recorder, were assigned to the viewing committee.

On Thursday, April 17, 2008, the following people met the viewing committee at the intersection of Cox Road and Rocky Mountain Road to determine the actual location of the easement and access to public lands.

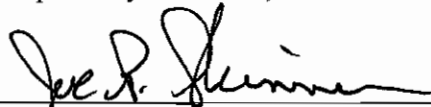
- Bill Murdock, County Commissioner,
- Steve White, County Commissioner
- Jecyn Bremer, Deputy County Attorney
- Jason Camp, Land Owner
- Jonathan Kempff, Forest Service
- Fred Haas, Forest Service

Here are the findings from our investigation.


1. We could find no physical evidence of the easement road or the petitioned Martin Road.
2. Jason Camp, the land owner, testified that to his knowledge the easement had never been used by the public.
3. The access road at Johnson Creek Road provides substantially the same access to the Forest Service public lands as the COS 632 Easement/Martin Road.
4. Jonathan Kempff provided information that the Forest Service has a travel plan which proposes a trail from Johnson Canyon to Cottonwood Canyon which again will provide substantially the same access as the public easement in COS 632.
5. Jonathan Kempff told us that the Forest Service was not interested in constructing a road on this easement.

It is our conclusion that no one would be land-locked, nor denied access to public lands if the abandonment were granted. The viewing committee believes that it is feasible and desirable to grant the petition.

Respectfully submitted,



Joe P. Skinner, County Commissioner

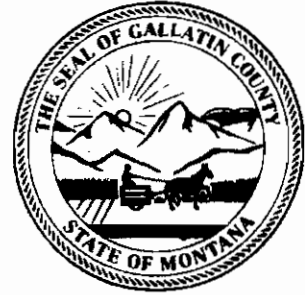


Charlotte Mills, Clerk and
Recorder/Surveyor

State of Montana

County of Gallatin

Bozeman



AFFIDAVIT OF MAILING

STATE OF MONTANA)

)ss

COUNTY OF GALLATIN)

CHARLOTTE MILLS, BEING FIRST DULY SWORN ON OATH, deposes and says:

That she is the duly elected, qualified and acting County Clerk and Recorder of Gallatin County, Montana.

I hereby certify that a copy of the notice of public hearing of a petition to abandon a portion of a 60-foot wide public road easement as shown on COS 632 located in the S½ of Section 10 T2N, R5E, and a copy of the viewing committee report was mailed to the following land owners on: April 30, 2008.

Public Land Access Association, %Bill Fairhurst-105 3rd Ave East, Three Forks, MT 59752
Jane Mersen-716 South 20th Ave, Ste 101, Bozeman, MT 59718
Quagle Creek LLC-1040 Reynolds Creek Rd, Belgrade, MT 59714
Neils Family Limited Partnership-19461 Rocky Mountain Road, Belgrade, MT 59714
Gallatin National Forest, %Bob Dennee-10 E. Babcock, Bozeman, MT 59715

Done this 30th day of April, 2008.

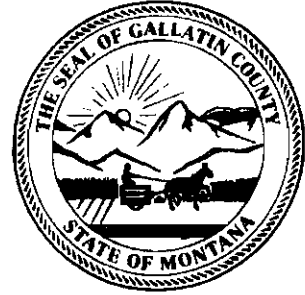
Charlotte Mills

CHARLOTTE MILLS
Clerk and Recorder
Gallatin County, Montana

State of Montana

County of Gallatin

Bozeman



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Gallatin County Commissioners will conduct a public hearing on May 6, 2008, at 9:00 A.M., in the Community Room, 311 W. Main, Bozeman, Montana. Public opinion shall be heard regarding a request to abandon a 60-foot wide public road easement as shown on COS 632 located in the S½ Section 10 T2N, R5E. All interested parties are encouraged to attend.

Further information may be obtained from Gallatin County Commissioners Bill Murdock, Joe Skinner, or Steve White at 311 W. Main, Room 306, Bozeman, Montana 59715, telephone 582-3000.

Dated this 30th day of April, 2008.

Charlotte Mills
Clerk and Recorder
Gallatin County, Montana

Charlotte Mills

Please publish: May 4, 2008
Please Bill: Clerk & Recorder

4R. Public Hearing and Decision to Abandon a 60-Foot Wide Public Road Easement as Shown on COS 632, Located in the South Half of Section 10, T2N, R5E

PUBLIC COMMENT

PERSONS WHO WILL TESTIFY AT THIS HEARING SHALL PRINT THEIR NAMES AND ADDRESSES BELOW. YOU WILL TESTIFY IN THE ORDER THAT YOUR NAME IS LISTED.

PLEASE PRINT

LAST NAME

FIRST NAME

ADDRESS

Haas

Fred

USDA Forest Service
Beaumont Ranger District

Jason Camp

1040 REYNOLDS CREEK
BELLEVILLE MT 59714

Gary Valchena

Gary

614 South 7th
Bozeman, MT 59715

RA 5/6

O'Callaghan, Sean

From: cyndi@bridgeband.com
Sent: Tuesday, May 06, 2008 8:41 AM
To: O'Callaghan, Sean; Durkin, George
Subject: Martin Road abandonment of easement

Greetings, County Commissioners,

My name is Cyndi Crayton. I was a member of the original Trails Advisory Committee that drafted the Gallatin County Trails Plan, and am a current member of the Gallatin County Trails Advisory Committee. I would like to speak, strongly, in favor of maintaining (NOT abandoning) the Martin Road easement.

There is absolutely no reason to abandon this section of Martin, and many reasons for keeping it in place. In 1980 (according to the area map), concessions were made to maintain a public easement proving access via Martin Road into public land. Why waste taxpayer time and money undoing this previous action? Once we get rid of a public access to public land, it will cost taxpayers an extraordinary amount of money to restore that access in the future, if it is desired to do so.

With increasing population and relatively few means of public access to the Bridger Range, there should be no decrease of ways for the public to access public land. Since it is an existing public easement but isn't yet a constructed road, few people know that it exists. This easement seems a prime candidate for encouraged use and for enhancement, maybe even through open lands/space funding. As Gallatin County grows, and the numbers of trails and open space users continues to increase, it would be a wise and foresightful decision by the County Commission to keep and to enhance all existing means of public access.

Thank you,

Cyndi Crayton
4027 Bridger Canyon
Bozeman MT 59715

Murdock, Bill

From: Provance, Lee
Sent: Friday, May 02, 2008 11:06 AM
To: Murdock, Bill; Skinner, Joe; White, Steve
Cc: Mathers, Earl
Subject: Martin Road Abandonment

*Please
bring up
@ C.A. mtg
if ok..*

Dear BCC,

I spoke with Jane Mercen a couple of months ago about the Martin Road abandonment. She told me at that time there was an additional parcel between her client's property (which was said to be the end of the road) and the USFS boundary. I have since found out that this is not the case. I am told that her client owns all of the parcels and the Martin Road right-of-way does indeed run all the way to the USFS boundary.

If this is the case, the abandonment of Martin Road would be illegal and would easily be overturned in court if challenged by the USFS or any recreational or access group. If I were in your shoes, I'd vote against it, unless it can be proven that the right-of-way does not provide access to public land as stated in the MCA.

I don't know what your plan is, but thought that I'd give my best advice to you, prior to the meeting. I do not plan on attending the meeting, unless you want me there.

Thanks- Lee Provance, Road and Bridge Superintendent

Sean O'Callaghan
117 Meriwether Ave.
Bozeman, MT 59718

Gallatin County Commission
311 W. Main Street
Bozeman, MT 59715

May 3, 2008

Dear Commissioners,

As an avid sportsman that has spent a good deal of time recreating in the northern Bridgers, I am opposed to the proposed abandonment of Martin Road, a public road easement that provides access from Rocky Mountain Road, east to the public land of the Gallatin National Forest. Gallatin County is the fastest growing county in Montana, and recreation opportunities are a major draw to our area and contribute significantly to our economy. While approximately 50% of our County is public land, much of that public land is virtually inaccessible. Public access to the west slope of the Bridgers is challenging at best. As our population increases, so will recreational demands on our public lands, making every existing means of public access crucial to dispersing recreationalists and their impacts.

Per the Commission's action in 1980 the historical alignment of Martin Road (petitioned road No. 88) was modified and a portion of the easement was relocated to the south. While it appears that the realigned portion of the road was never constructed, the existence of that easement provides an opportunity for access to public land to be enhanced in the future. From a property rights perspective it is important to remember that the public easement already exists across this property, this is not a proposal to create a new encumbrance on the property. The proposed abandonment of the Martin Road easement would benefit one landowner, while it will cost taxpayers a great deal of money in the future to restore any public access easements that are abandoned now. That money could be spent on other worthwhile causes if those easements aren't abandoned in the first place.

According to Section 76-14-2615, MCA, the Commission cannot abandon a county road or right-of-way used to provide existing legal access to public land unless another public road or right-of-way provides substantially the same access. Martin Road provides access to Mill Creek, an area that is very difficult to access from the north (Johnson Road) or from the access further south off of Rocky Mountain Road. I respectfully

argue that if Martin Road is abandoned none of the other public access points on the west slope of the Bridgers provide substantially the same access to the Mill Creek area.

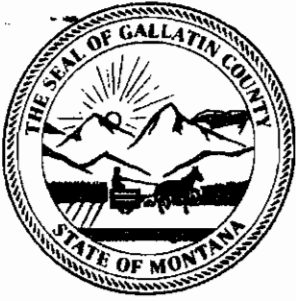
The last issue of concern for me regarding this matter is the way the proposal is worded on the Commission's agenda. Nothing in the wording indicates that the road (Martin Road) through COS 632 is a public access easement that provides access to public land. Had the agenda item been worded differently, I suspect there would have been significantly more public interest in this matter.

Please consider this matter carefully and think about the substantial long-term impacts of abandoning access to our public lands.

Sincerely,

Sean O'Callaghan

CC: Chris Gray, Chief Civil Deputy County Attorney
Lee Provance, County Road Superintendent



GALLATIN COUNTY

311 West Main, Rm. 306 • Bozeman, MT 59715

County Commission

William A. Murdock
Joe P. Skinner
Steve White

Phone (406) 582-3000
FAX (406) 582-3003

FILED ✓

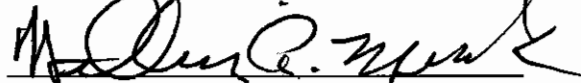
ORDER OF ABANDONMENT AND VACATION OF AN EASEMENT

Gallatin County, Montana, a political subdivision of the State of Montana with principal address at 311 West Main Street, Bozeman, Montana, acting by and through its elected Board of County Commissioners, pursuant to Section 7-14-2615, MCA, after notice and public hearing, does hereby abandon, vacate and forever release all interest it may have in an Easement recorded in the records of the Gallatin County Clerk and Recorder at COS 632 (recorded December 11, 1978) at document number 57041, showing a 60 foot wide public road easement along the south boundaries of Tracts 1 through 8 and then north between Tracts 8 and 9 to the North property line, such COS 632 being located in SW 1/4 and SE 1/4 of Section 10, the SW 1/4 and SE 1/4 of Section 11 and a portion of the NE 1/4 and NW 1/4 of Section 14 and a portion of the NE 1/4 and NW 1/4 of Section 15, Township 2 North, Range 5 East, M.P.M, Gallatin County, Montana as depicted on Exhibit A attached hereto and incorporated by reference herein.

In that Grant of Easement, Gallatin County, as benefitted party and dominant tenant, recognizes that the grant should be extinguished and abandoned as the purpose for which the easement was granted no longer exists.

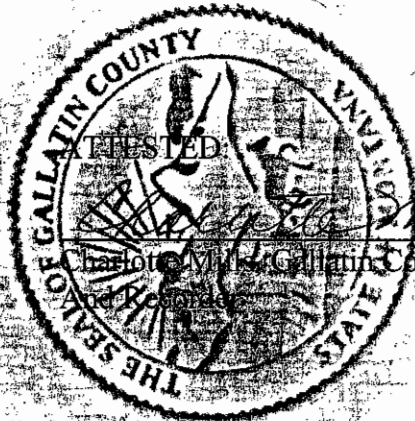
Dated this 6th day of May, 2008.

GALLATIN COUNTY COMMISSION


William A. Murdock, Chairman


Joe P. Skinner, Member


R. Stephen White, Member




Charlotte Mills
Gallatin County Clerk

2299494
Page: 1 of 2
05/09/2008 12:10P
Charlotte Mills-Gallatin Co MTMISC 0.00

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or PO Box No.
City, State, ZIP+4

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

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Quagle Creek LLC
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

PS Form 3800, June 2002 See Reverse for Instructions

7002 3150 0004 3917 1304

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Restricted Delivery Fee (Endorsement Required)	
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Neils Family Limited Partnership
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

PS Form 3800, June 2002 See Reverse for Instructions

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

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Jim Nessen
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or PO Box No.
City, State, ZIP+4

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To
Bill Faichurst
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bill Fairhurst
% Public Lands Access Assoc
109 3rd Ave. E.
Three Forks, MT 59752

2. Article Number
(Transfer from service label)

7002 3150 0004 3917 0659

*825

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *William A Fairhurst* Agent
 Addressee

B. Received by (Printed Name)

WILLIAM A FAIRHURST

C. Date of Delivery

06-02-08

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

Box 247
Three Forks, MT 59752

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Gallatin Nat'l Forest
% Bob Dennee
10 E. Babcock
Bozeman, MT 59715

2. Article Number
(Transfer from service label)

7002 3150 0004 3917 1281

*825

S Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Bob Dennee* Agent
 Addressee

B. Received by (Printed Name)

B Dennee

C. Date of Delivery

6/2/08

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jane Merson
716 S. 20th Ave, Ste 101
Bozeman, MT 59718

2. Article Number
(Transfer from service label)

7002 3150 0004 3917 1328

*825

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Beth A Sinnema* Agent
 Addressee

B. Received by (Printed Name)

Beth A Sinnema

C. Date of Delivery

6-2-08

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Quagle Creek LLC
1040 Reynolds Creek Rd
Belgrade, MT 59714

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee
Jodi Camp

B. Received by (Printed Name) C. Date of Delivery
Jodi Camp 3/3/08

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Article Number (Transfer from service label) 7002 3150 0004 3917 1311 #825

Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Neils Family Limited Partnership
19461 Rocky Mtn. Rd.
Belgrade, MT 59714

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee
Eva R. Neils

B. Received by (Printed Name) C. Date of Delivery
EVA R NEILS 3/3/08

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7002 3150 0004 3917 1304 #825

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540