

218 Ced Rd J
Salida
8/27/64

FILED BY *Paul Rice, Manager*
BOOK _____ OF *4*
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MUTUAL EASEMENTS

CLIFFORD D. CHAPIN
RECORDER OF BONNER
COUNTY BY *RC* DEP.

This grant of easement and agreement is entered into between PACK RIVER MANAGEMENT COMPANY, a Washington partnership, (herein referred to as "PRM"), and COMSTOCK NATURAL RESOURCES, INC., a Nevada corporation, and STECKMAN & LINNEBACH FINANCIAL GROUP, INC., an Idaho corporation (herein referred to as "Comstock").

PRM is the owner of the East One Half of Section 29, Township 58 North, Range 1 East, Boise Meridian, Bonner County, Idaho, and Comstock is the owner of the West One Half of said section, township and range.

The property owned by PRM contains existing logging useful to Comstock in accessing its property in Section 29, and the property owned by Comstock contains logging roads useful to PRM in accessing property owned by it in Section 29 and in Section 20, Township 58 North, Range 1 East, Boise Meridian, Bonner County, Idaho.

IN CONSIDERATION of the mutual benefits arising from each to the other, the herein parties hereby GRANT, BARGAIN, SELL and CONVEY unto one another, and to their heirs and assigns, the following easements for INGRESS, EGRESS and UTILITIES over the existing roads illustrated on attached Exhibit "A". Said roadways are more particularly described as follows:

The easement from PRM to Comstock is described as follows:

Beginning on the center line of said Section 29, approximately 470 feet North of the South 1/4 corner of Section 29, continuing Northeasterly and Northwesterly for approximately 575 feet across PRM land to a point approximately 1100 feet North of said South 1/4 corner of Section 29 as shown on Exhibit "A" attached hereto and made a part of this agreement.

The easement from Comstock to PRM is described as follows:

Beginning at point of junction of U.S.F.S. road #1232 and the subject road of this agreement that is North 60 degrees West, 1 chain from the South 1/4 corner of said Section 29 and proceeding Westerly approximately 300 feet; thence Northeasterly to a point approximately 470 feet North of the South 1/4 corner of said Section 29; and from a point approximately 1100 feet North of the South 1/4 corner of

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Section 29; thence Northerly approximately 2900 feet; thence Southerly approximately 3000 feet; thence Northerly approximately 4300 feet to the North line of said Section 29 as shown on Exhibit "A" attached hereto. Said easements to be 60 feet in width; being 30 feet on each side of the center line of said road.


Each party further agrees for itself and its successors and assigns that any culvert, road or bridge construction replacement, or maintenance they deem necessary for their use shall be performed and paid for by that said party. Said performing party shall notify the other party before work commences. All such roads and improvements shall be properly protected with erosion barriers across said roads where necessary, and roadside ditches will be kept open. Such work to comply with the Idaho Forest Management Act.

The easements granted hereby shall be appurtenant and for the perpetual benefit of the properties owned by the parties, at the time of this instrument, in Section 20 and 29, Township 58 North, Range 1 East, Boise Meridian, Bonner County, Idaho. The easements granted hereby are conveyed for the potential benefit of subdivisions of the herein described properties, however, the easements shall not be for the benefit of any parcel less than 10 (Ten) acres in size.

IN WITNESS WHEREOF, the parties have executed this instrument on the dates appearing opposite their respective signatures.

PACK RIVER MANAGEMENT COMPANY

BY:

 Dated: September 11, 1989

COMSTOCK NATURAL RESOURCES, INC.

BY:

 Dated: Sept 11, 1989

STECKMAN & LINNEBACH, INC.

BY:

 Dated: Sept 12, 1989

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STATE OF IDAHO)
) ss.
County of Bonner)

On this day personally appeared before me, the undersigned Notary Public, Barbara Hequerin, known to me to be one of the partners in the partnership of Pack River Management Company, the partnership that executed the within instrument, and acknowledged to me that he executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of Sept., 1989.

Roberta A. Bostock
Notary Public
Residing at: Sagle
Comm. Exp.: 10-22-93

STATE OF IDAHO)
) ss.
County of Bonner)

On this day personally appeared before me, the undersigned Notary Public, DAROLD J. SAUER, known to me to be the president of COMSTOCK NATURAL RESOURCES, INC., a Nevada corporation, the corporation that executed the within instrument, and acknowledged to that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of September, 1989.

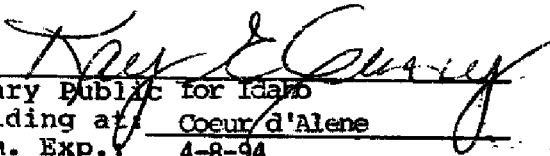
Roberta A. Bostock
Notary Public
Residing at: Sagle
Comm. Exp.: 10-22-93

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STATE OF IDAHO)
) ss.
County of Kootenai)

On this day personally appeared before me, the undersigned Notary Public, Greg Linnebach, known to me to be the President, of STECKMAN & LINNEBACH FINANCIAL GROUP, INC., an Idaho corporation, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

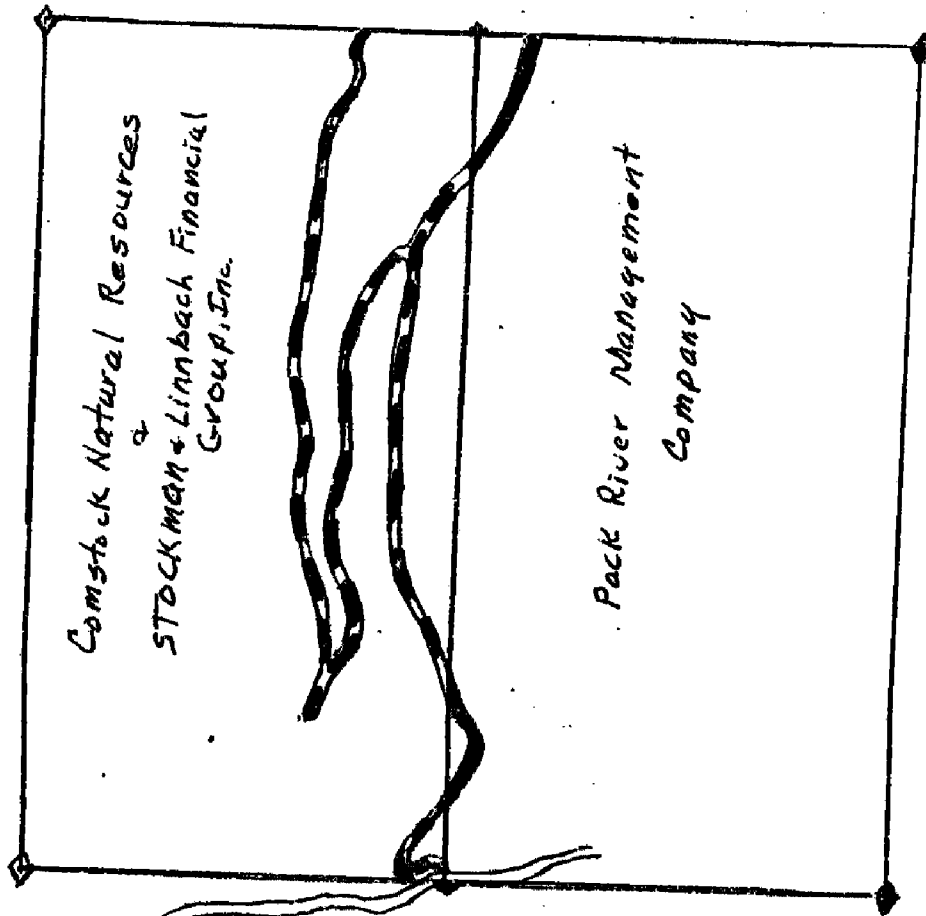
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of September, 1989.


Notary Public for Idaho
Residing at Coeur d'Alene
Comm. Exp. 4-8-94

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Exhibit "A"

Sec 29 T58N, R1E, B.M.



Road # 1232

Legend

-  Pack River Road
-  Comstock Road