



C012957

RECIPROCAL GRANT OF EASEMENT FOR COMMON DRIVEWAY

THIS EASEMENT, made and given this 7th day of January, 2008, by and between:

Ben Lomond, Inc. of
1630 Washington Drive, Fairbanks, AK 99709,
hereinafter collectively known as "Ben Lomond"

and

Christopher J. Ronald and Shannon M. Ronald, of
P.O. Box 35103, Ft. Wainwright, AK 99703-0103
hereinafter known as "Ronald",

WHEREBY IT IS REPRESENTED, AGREED AND GRANTED AS FOLLOWS:

1. Ben Lomond is the owner of Lot 7, Block 1 and Ronald is the owner of adjoining Lot 8, Block 1 of MOON SHADOW SUBDIVISION, according to the plat filed August 22, 2003 as Plat Number 2003-93; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska. Roadway access to said lots is provided by a public road known as Evening Glow Court which ends in a cul de sac which borders said Lots 7 and 8, Block 1. Access to the properties is also via a 40 foot wide common driveway easement for Lots 7 and 8 reserved by the plat of Moon Shadow Subdivision.

2. Ben Lomond has constructed a driveway along and about, and straddling the common boundary between said Lots 7 and 8, Block 1, running Northwesterly from Evening Glow Court the entire length of the 40 foot wide common driveway and has continued the driveway beyond the boundaries of said 40 foot common driveway, hereinafter referred to as the "Common Driveway".

3. The parties agree that said Common Driveway shall serve as a means of driveway access to each of said Lots 7 and 8, Block 1; and in furtherance thereof each party grants to the other party, as an appurtenance to such other party's said lot, a perpetual easement over and upon that portion of said Common Driveway constructed beyond the reserved 40 foot common driveway lying within the granting party's said lots, (said continued driveway is shown on the Mortgage Location Survey dated August 22, 2007 by 3 Tier-Alaska, Corp, attached to the easement) to be utilized for driveway purposes in common with such use by the granting party.

4. Use of said Common Driveway by each of the parties shall be in such a manner as not to block ingress and egress by the other party to his own lot; and use of said Common Driveway shall be in such a manner as does not unreasonably interfere with any paramount easement for utilities affecting any of the land embraced with such Common Driveway. Future maintenance, repair and improvement of said Common Driveway shall be at the expense of the party electing to undertake the same, except insofar as the parties hereafter agree to share such expenses.

5. The benefit hereof shall enure to, and the burden hereof shall be binding upon the parties hereto, and their respective heirs, devisees, and successors in interest to said lots.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

BEN LOMOND, INC.

Robert C. Hull

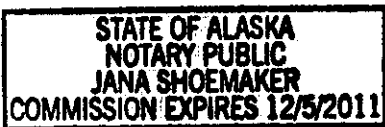
By: Robert C. Hull, President

Christopher J. Ronald

Shannon M. Ronald
Shannon M. Ronald

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT)ss.

The foregoing instrument was acknowledged before me this 7th day of January, 2008, by Shannon M. Ronald.



Jana Shoemaker
Notary Public in and for the State of Alaska
My commission expires: 12/05/2011

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT)ss.

THIS IS TO CERTIFY that on this 8th day of January, 2008 before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Robert C. Hull, to me known to be the President of Ben Lomond, Inc., and he acknowledged that he signed and executed the foregoing document on behalf of said Corporation for the uses and purposes therein mentioned, by authority of its Board of Directors.

WITNESS my hand and official seal the day and year last above written.

Erin Lafleur
Notary Public for the State of Alaska
My Commission expires: 12/5/11

Return To:
Christopher & Shannon Ronald

