

WESTCOR LAND TITLE INSURANCE COMPANY
SUBDIVISION GUARANTEE
(WITH MONTANA MODIFICATIONS)

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE, **WESTCOR LAND TITLE INSURANCE COMPANY**, a South Carolina corporation, herein called the Company,

GUARANTEES
the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A, sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused this guarantee to be signed and sealed as of the Date of Guarantee shown in Schedule A.

ISSUED BY: MT1006 * TSI-53348
Title Services, Inc.
2625 Dearborn Avenue, Suite 103
Missoula, MT 59804

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President
Attest: [Signature]
Secretary

NOTE: This Guarantee is of no force and effect unless Schedule A is signed and attached together with any added pages incorporated by reference.

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for

which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured.. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated

to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Intentionally Omitted.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at: 875 Concourse Parkway South, Suite 200 Maitland, FL 32751. Telephone (866) 629-5842.

SCHEDULE A

Our No. **TSI-53348**
Policy No. **SG-3-MT1006-13363848**

Liability: **\$1,000.00**

Fee: **\$200.00**

Dated: **January 3, 2022 at 05:00 PM**

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relative to the following described real property:

PARCEL I:

Tract D of Certificate of Survey No. 6850, located in the West one-half of Section 7, Township 13 North, Range 19 West, P.M.M., Missoula County, Montana.

PARCEL II:

Tract E of Certificate of Survey No. 6850, located in the West one-half of Section 7, Township 13 North, Range 19 West, and the East one-half of Section 12, Township 12 North, Range 20 West, P.M.M., Missoula County, Montana.

Title to said real property is vested in:

SHANNON R. LUIKART as to Parcel I, and DOUGHERTY RANCH, LLC, A MONTANA LIMITED LIABILITY COMPANY as to Parcel II

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any

rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

4. GENERAL COUNTY TAXES FOR THE YEAR 2022 ARE A LIEN, THE AMOUNT OF WHICH HAS NOT YET BEEN DETERMINED AND IS NOT YET DUE OR PAYABLE.
5. RURAL SPECIAL IMPROVEMENT DISTRICT NO. 474
(INCLUDED IN THE GENERAL COUNTY TAXES)
PURPOSE : Mullan Sewer
MATURES : 2023
6. EASEMENT(S) AS SHOWN ON CERTIFICATES OF SURVEY NO. 6850, 6758, 5624, 5278 & 2976.
7. EASEMENT
GRANTED TO : MISSOULA COUNTY ELECTRIFICATION ASSOCIATION
PURPOSE : Utilities
RECORDED : July 24, 1940
BOOK/PAGE : Book N Misc. Records, Page 421
TOGETHER WITH APPURTENANT ACCESS AND CLEARING RIGHTS
8. EASEMENT
GRANTED TO : MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY
PURPOSE : Utilities
RECORDED : February 7, 1977
BOOK/PAGE : Book 92 Micro Records, Page 1292
TOGETHER WITH APPURTENANT ACCESS AND CLEARING RIGHTS
9. EASEMENT
GRANTED TO : MISSOULA ELECTRIC COOPERATIVE ASSOCIATION
PURPOSE : Utilities
RECORDED : November 6, 1979
BOOK/PAGE : Book 147 Micro Records, Page 1448
TOGETHER WITH APPURTENANT ACCESS AND CLEARING RIGHTS
10. EASEMENT
PURPOSE : Public Roadways
RECORDED : February 26, 2013
BOOK/PAGE : Book 700 Micro Records, Page 250, 251 & 252

11. EASEMENT

GRANTED TO : CITY OF MISSOULA
PURPOSE : Sewer
RECORDED : April 1, 2003
BOOK/PAGE : Book 702 Micro Records, Page 970
TOGETHER WITH APPURTENANT ACCESS AND CLEARING RIGHTS

12. EASEMENT

GRANTED TO : N NORTHWESTERN ENERGY
PURPOSE : Utilities
RECORDED : September 24, 2009
BOOK/PAGE : Book 847 Micro Records, Page 1324 & 1325
TOGETHER WITH APPURTENANT ACCESS AND CLEARING RIGHTS

13. COVENANTS, CONDITIONS, OR RESTRICTIONS CONTAINED IN BARGAIN AND SALE DEED

RECORDED : January 4, 1997
BOOK/PAGE : Book 501 Micro Records, Page 896

14. COVENANTS, CONDITIONS, OR RESTRICTIONS CONTAINED IN CERTIFICATE OF SURVEY CHECKLIST

RECORDED : May 30, 2002
BOOK/PAGE : Book 682 Micro Records, Page 1622

15. CERTIFICATE OF SUBDIVISION PLAT APPROVAL

RECORDED : May 30, 2002
BOOK/PAGE : Book 682 Micro Records, Page 1623

16. COVENANTS, CONDITIONS, OR RESTRICTIONS CONTAINED IN ABSTRACT OF AGREEMENT

RECORDED : July 8, 2003
BOOK/PAGE : Book 711 Micro Records, Page 49 & 50

17. COVENANTS, CONDITIONS, OR RESTRICTIONS CONTAINED IN ABANDONMENT OF OLD ROAD RIGHT-OF-WAYS

RECORDED : February 3, 2005
BOOK/PAGE : Book 747 Micro Records, Page 814

18. COVENANTS, CONDITIONS, OR RESTRICTIONS CONTAINED IN NOTICE OF AIRPORT INFLUENCE BOUNDARIES
RECORDED : April 12, 2005
BOOK/PAGE : Book 750 Micro Records, Page 919

19. COVENANTS, CONDITIONS, OR RESTRICTIONS CONTAINED IN RESOLUTION 2006-139
RECORDED : October 23, 2006
BOOK/PAGE : Book 785 Micro Records, Page 1145

20. COVENANTS, CONDITIONS, OR RESTRICTIONS CONTAINED IN RESOLUTION 2007-053
RECORDED : April 17, 2007
BOOK/PAGE : Book 795 Micro Records, Page 784

21. COVENANTS, CONDITIONS, OR RESTRICTIONS CONTAINED IN SUBDIVISION CHECKLIST
RECORDED : January 5, 2022
BOOK/PAGE : Book 1069 Micro Records, Page 1061

22. CONDITIONS AND RESTRICTIONS AS SHOWN ON THE FACE OF SAID CERTIFICATES OF SURVEY NO. 6850, 6758, 5624, 5278 & 2976.

END OF EXCEPTIONS

TITLE SERVICES, INC.

ORDER NO. TSI-N/A

Parcel No. 3866108

RETURN TO: ~~SHANNON R. LUIKART~~

202200305 B:1069 P:1063 Pages:2 Fee:\$16.00

01/05/2022 09:52:24 AM Warranty Deed
Tyler R. Gernant, Missoula County Clerk & Recorder



IMEB CORP.
1817 SOUTH AVE. W SUITE A
WARRANTY DEED

FOR VALUE RECEIVED,

Grantor(s): SHANNON R. LUIKART

does hereby grant, bargain, sell and convey unto

Grantee(s): SHANNON R. LUIKART

the following described premises in Missoula County, Montana, to-wit:

Tracts C and D of Certificate of Survey No. 06850 located in the West one-half of Section 7, Township 13 North, Range 19 West, P.M.M., Missoula County, Montana.

SUBJECT TO: Rural Special Improvement District No. 474

SUBJECT TO: Easements, Covenants, Conditions, Restrictions and Encumbrances of record or apparent.

TOGETHER WITH all and singular the hereinbefore described premises together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, right of dower and right of homestead, possession, claim and demand whatsoever, as well in law as in equity, of the said GRANTOR(S), of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging, TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises unto the said GRANTEE(S), and to her heirs and assigns forever.

The GRANTOR(S), and their successors and assigns, covenant with the GRANTEE(S) that the GRANTOR(S) are now seized in fee simple absolute of said premises; that the GRANTOR(S) have full power to convey the same; that the same is free from all encumbrances except current year's

taxes, levies, assessments, U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises; that the GRANTEE(S) shall enjoy the same without any lawful disturbance; that the GRANTOR(S) will, on demand, execute and deliver to the GRANTEE(S), at the expense of the GRANTOR(S), any further assurance of the same that may be reasonably required; and, with the exceptions set forth above, that the GRANTOR(S) warrant to the GRANTEE(S) and will defend for the GRANTEE(S) said premises against every person lawfully claiming all or any interest in the same.

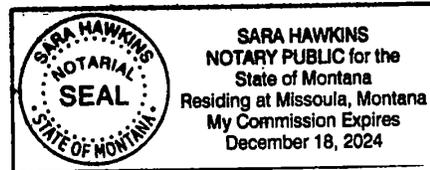
IN WITNESS WHEREOF, the said GRANTOR(S) has hereunto set her hands and seals this 3 day of January, 2021.
22 *SH*

Shannon R. Luikart
SHANNON R. LUIKART

STATE OF Montana)
County of Missoula)

This instrument was acknowledged before me this 3 day of January, 2021, by SHANNON R. LUIKART.
22 *SH*

Sara Hawkins
Notary Public for the State of Montana





TITLE SERVICES, INC.

ORDER NO. TSI-N/A

Parcel No. 514402, 3213707, 3213909, 514002 & 420167002

RETURN TO: ~~DOUGHERTY RANCH, LLC~~

*IMEG CORP.
1817 SOUTH AVE. W SUITE A*

WARRANTY DEED

FOR VALUE RECEIVED,

Grantor(s): **DOUGHERTY RANCH, LLC, a Montana limited liability company**

does hereby grant, bargain, sell and convey unto

Grantee(s): **DOUGHERTY RANCH, LLC, a Montana limited liability company**

the following described premises in Missoula County, Montana, to-wit:

Tracts A, B, E and F of Certificate of Survey No. 06850 located in the West one-half of Section 7, Township 13 North, Range 19 West, and the East one-half of Section 12, Township 12 North, Range 20 West, P.M.M., Missoula County, Montana.

SUBJECT TO: Rural Special Improvement District No. 474

SUBJECT TO: Easements, Covenants, Conditions, Restrictions and Encumbrances of record or apparent.

TOGETHER WITH all and singular the hereinbefore described premises together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, right of dower and right of homestead, possession, claim and demand whatsoever, as well in law as in equity, of the said GRANTOR(S), of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging, TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises unto the said GRANTEE(S), and to its heirs and assigns forever.

The GRANTOR(S), and their successors and assigns, covenant with the GRANTEE(S) that the GRANTOR(S) are now seized in fee simple absolute of said premises; that the GRANTOR(S) have full power to convey the same; that the same is free from all encumbrances except current year's

taxes, levies, assessments, U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises; that the GRANTEE(S) shall enjoy the same without any lawful disturbance; that the GRANTOR(S) will, on demand, execute and deliver to the GRANTEE(S), at the expense of the GRANTOR(S), any further assurance of the same that may be reasonably required; and, with the exceptions set forth above, that the GRANTOR(S) warrant to the GRANTEE(S) and will defend for the GRANTEE(S) said premises against every person lawfully claiming all or any interest in the same.

IN WITNESS WHEREOF, the said GRANTOR(S) have hereunto set their hands and seals this 28th day of December, 2021.

DOUGHERTY RANCH, LLC, a Montana limited liability company

Brian D. Dougherty

BY: Brian D. Dougherty Member/Co-Manager

Sean Dougherty

BY: Sean Dougherty Member/Co-Manager

STATE OF Montana)

County of Missoula)

This instrument was acknowledged before me this 28th day of December, 2021, by Brian D Dougherty Member/Co-Manager, and Sean Dougherty Member/Co-Manager, / Dougherty Ranch LLC

Logan Bloom
Notary Public for the State of Montana

