



First American Title Company

1006 West Sussex/PO Box 549 (59806), Missoula, MT 59801

Phone (406)829-2540 - Fax (406)829-2570

As we continue to operate during the Novel Coronavirus pandemic, our focus continues to be to provide the best possible customer experience while maintaining the ongoing health and safety of our employees, customers, and communities. We have enhanced health and safety procedures in place and will be following guidance and directives from national, state and local authorities.

Our company has invested in technology solutions and developed processes to provide many safe closing options for our customers. Your local team will discuss the options available to you and your clients, based upon the type of transaction and client preference, prior to your closing appointment being scheduled. Options include, but are not limited to:

Remote/Online Signing Options

Curbside/Outside/Drive-Up Closing Appointments

Traditional In Office Closing Appointments

Important Information

In an effort to protect the health of our customers, staff and communities, we are asking that anyone not feeling well please refrain from attending the closing. We will be asking all parties planning to attend a closing the following pre-closing screening questions. An affirmative answer to any of the questions may require us to make different closing arrangements or reschedule the closing.

- **Are you currently in quarantine for, diagnosed with or being tested for COVID-19?**
- **Within the last 14 days, have you or a household family member cared for someone diagnosed with COVID-19?**
- **Are you experiencing any cold, flu-like or other symptoms that the CDC has designated to be a potential COVID-19 symptom?**

Please visit our website **gofirstam.com** for the most up-to-date status of our operational response to government announcements and orders.

We are in this together! Stay safe and healthy,

Quinn Stufflebeam
CEO

Revision Date 9/20/2020



First American Title Company

1006 West Sussex/PO Box 549 (59806), Missoula, MT 59801
Phone (406)829-2540 - Fax (406)829-2570

Escrow Officer: Lindsay Keller - lkeller@gofirstam.com
Title Officer: Rob Claro - rclaro@gofirstam.com

**Lambros Real Estate ERA
3011 American Way
Missoula, MT 59808**

Attention: Chase Reynolds

**SterlingCRE Advisors
2829 GREAT NORTHERN LOOP SUTIE B1
Missoula, MT 59808**

**Attention: Matthew Mellot
RE: Property Address: 3285 Flynn Lane, Missoula, MT 59808**

ENCLOSED please find the following:

- Title Commitment
-

*****ATTENTION - PLEASE READ*****

WARNING! WIRE FRAUD ADVISORY: Wire fraud and email hacking/phishing attacks are on the increase! If you have an escrow or closing transaction with us and you receive an email containing Wire Transfer Instructions, DO NOT RESPOND TO THE EMAIL! Instead, call your escrow/closer immediately, using previously known contact information and NOT information provided in the email, to verify the information prior to sending funds.

Note: It is our company policy to send secure wire instructions directly to the party wiring funds.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver’s license, passport, and other government ID numbers);
- financial account information; (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (or IP) address or operating system;
- Browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates or others; and
- information we receive from consumer reporting agencies and/or government entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, trouble shooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A Cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such a disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choice With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in the compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



Fidelity National Title Insurance Company

Form 27C276B26

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, **Fidelity National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

ATTEST

President

Secretary

**Issued through the office of:
First American Title Company
1006 West Sussex/PO Box 549
(59806) Missoula, MT 59801
(406)829-2540**

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without.

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 964541-M	Page 3 of 10	ALTA Commitment for Title Insurance (8-1-16)
-------------------	--------------	--

ALTA Commitment for Title Insurance

Issued By

Fidelity National Title Insurance Company**Transaction Identification Data for reference only:**

Issuing Agent and Office: First American Title Company, 1006 West Sussex/PO Box 549 (59806), Missoula, MT 59801 (406)829-2540

Issuing Office's ALTA ® Registry ID: 0001770

Loan ID No.:

Issuing Office Commitment/File No.: 964541-M

Property Address: 3285 Flynn Lane, Missoula, MT 59808

Revision No.:

SCHEDULE A

1. Commitment Date: **March 11, 2021 at 7:30 A.M.**
2. Policy (or Policies) to be issued: Premium Amount reflects applicable rate
 - (a) ☒ 2006 ALTA ® Standard Owner's Policy
 Proposed Insured: **Rip Cathcart**
 Proposed Policy Amount: **\$4,000,000.00** Premium Amount \$ **7,673.00**
 Endorsements: \$
 - (b) ☐ 2006 ALTA ® Loan Policy
 Proposed Insured:
 Proposed Policy Amount: \$ Premium Amount \$
 Endorsements: \$
 - (c) ☐ ALTA ® Policy
 Proposed Insured:
 Proposed Policy Amount: \$ Premium Amount \$
 Endorsements: \$
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:
James D. Dougherty Family LLC, a Montana limited liability company

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

5. The Land is described as follows:

TRACT 2-A OF CERTIFICATE OF SURVEY NO. 6689, A TRACT OF LAND LOCATED IN THE NW¹/₄ OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 19 WEST, P.M.M., MISSOULA COUNTY, MONTANA.



By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 964541-M	Page 5 of 10	ALTA Commitment for Title Insurance (8-1-16)
-------------------	--------------	--

ALTA Commitment for Title Insurance

Issued By

Fidelity National Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. We require a copy of the articles of organization, operating agreement and resolutions, and any amendments showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said Limited Liability Company.
7. The policy liability contemplated by this transaction exceeds our local limit. Underwriter approval must be obtained from the Home Office or Regional Office prior to closing. Please contact the title officer in advance of the closing date to discuss the specifics of the proposed transaction, including identity of proposed insureds, endorsement requirements, and exceptions which are to be eliminated.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance

Issued By

Fidelity National Title Insurance Company

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

8. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Missoula to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Missoula County.
9. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
10. Easement recorded in Book 147 of Micro Records at Page 1448.
11. Easement recorded in Book 599 of Micro Records at Page 1124.
12. Terms, conditions and provisions contained in two resolutions relating to the Johnson-Bell Field Influence Area recorded in Book 121 of Micro Records at Page 1319 and in Book 135 of Micro Records at Page 474.

Notice of Airport Influence Area Boundaries recorded in Book 750 of Micro Records at Page 919.

13. Easement recorded in Book 700 of Micro Records at Page 250.
14. Easement recorded in Book 700 of Micro Records at Page 252.
15. Provisions contained in Resolution Number 2003-055, recorded June 5, 2003 in Book 708 of Micro Records at Page 141.
16. Easement recorded in Book 978 of Micro Records at Page 270.
17. Provisions contained in that Certificate, recorded in Book 822 of Micro Records at Page 940, executed by the State of Montana, Department of Health and Environmental Services.
18. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Certificate of Survey(s) No. 2687, 6071, 6082 & 6689, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 USC 3604 (c).
19. 2021 taxes and special assessments are a lien; amounts not yet determined or payable. The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	1st Half	2nd Half	Parcel Number
2020	\$2,560.77 Paid	\$2,543.43 Paid	5846000

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

20. Special Improvement District No. 474
For: Mullan Sewer
1st Half Amount: \$28.64, Paid
2nd Half Amount: \$28.63, Paid
Until: 2023

(Included within General County Taxes)

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 964541-M	Page 9 of 10	ALTA Commitment for Title Insurance (8-1-16)
-------------------	--------------	--

INFORMATIONAL NOTES

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

PUBLIC ROADWAY EASEMENT

This instrument made this 16th day of December, 2002, by and between James D. Dougherty, Grantor and the County of Missoula of the State of Montana, Grantee.

WITNESSETH

Grantor being the lawful owner of Tract C of Certificate of Survey No. 2687, being a Certificate of Survey of Record of Missoula County, Montana, over which the following public roadway easement crosses, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby designate, grant and convey to the Grantee, its successors and assigns a public roadway easement over, under, along, and across that certain real property located in Missoula County, Montana, and more particularly described as follows:

An 80-foot wide public roadway easement over, under, along, and across the remainder of Tract C of Certificate of Survey No. 2687 located in Section 7 Township 13 North, Range 19 West, P.M.M. the general location that is depicted on the attached Easement Exhibit and by this reference incorporated into and made part of this instrument.

This public roadway easement hereby granted is specifically and expressly made subject to the following limitations and conditions:

- 1) Within 365 days from the date of this document, the Grantee shall have a Certificate of Survey prepared and recorded that defines and monuments the final location of the public roadway easement upon the Grantor's land. The Certificate of Survey shall reference this document and will replace and supercede the attached Easement Exhibit.
- 2) The Certificate of Survey shall name the east/west public roadway "England Boulevard", the north/south public roadway east of Flynn Lane as "Mary Jane Boulevard", and the north/south public roadway west of Flynn Lane as "Dougherty Drive", and the Board of County Commissioners shall pass a resolution adopting these names for the roadways.
- 3) The Board of County Commissioners will vacate all Government Land Office ("G.L.O.") roads, "Petitioned" roads, "Journal" roads, and roads identified in County Road Book "I" across Tract C of Certificate of Survey No. 2687 that are not associated with an existing roadway being "Flynn Lane" now utilized by the public.
- 4) In using the public roadway easement, Grantee shall comply with all applicable laws, rules and regulations of any public authority relating to such use, and shall use reasonable care to safeguard Grantor's property from damage. Further, Grantee shall take such action as is reasonably necessary to control the propagation of noxious weeds from the public roadway easement onto the Grantor's land immediately adjacent to the public roadway easement.
- 5) Grantee assumes risk of injury to persons and damage to property arising out of use or operations under this public roadway easement and shall indemnify and hold Grantor harmless from any loss, claim, damage or expense in any way resulting from Grantee's use of the public roadway easement, except to the extent such loss, damage or expense is caused or contributed to by Grantor's negligence.

6) Grantee shall keep Grantor's property free from liens arising in any manner out of Grantee's activities and shall promptly discharge any lien that may be asserted by third parties.

7) The public roadway easement herein granted is subject to all previously granted easements and rights-of-way for roads, ditches, pipelines, telephone, telegraphic and electric transmission lines as the same now may be constructed, and all other easements now in effect and relating to any portion of the easement area as above described. The parties intend that Grantee take and accept this conveyance subject to all prior easements and in case of conflict between the public roadway easement herein granted and previously granted easements, it shall be Grantee's obligation to obtain grants of possession or other appropriate releases from former grantees, or their successors in interest, or other affected third parties.

8) The Grantee shall keep unimproved portions of this public roadway easement closed for motorized and/or non-motorized travel. Until portions of the public roadway easement are improved with a paved roadway and opened to use by the public, the Grantor specifically reserves to itself, its respective agents, employees, contractors, successors and assigns, the right to cross over, on and upon unimproved portions of the above-described public roadway easement whenever in the usual course of the Grantor's business it may become necessary, advisable, or convenient for Grantor, its respective agents, employees, contractors, successors and assigns to do so. That is, Grantor, for itself and its agents, employees, contractors, successors and assigns, reserves a temporary right of use over, on and across the public roadway easement herein conveyed over Grantor's property until roadways are improved, paved, and open to public use.

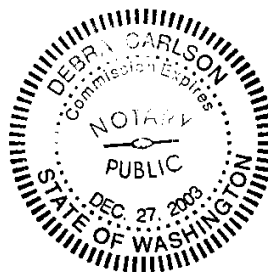
Grantor does hereby designate, grant, and convey a public roadway easement and the right of reasonable entry upon and temporary use of the property immediately adjacent to said public roadway easement for necessary activities related to construction.

Grantor does hereby covenant with the Grantee that he is lawfully seized and possessed of the real estate above described, and that he has a good and lawful right to convey it, or any part hereof.

Binding Effect. This grant of easement, which shall be recorded at the Missoula County Clerk and Recorder's Office, is binding upon the heirs, executors, personal representatives, assigns and successors of the parties hereto and shall run with the land.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seals the day and year in this instrument first above written.

James D. Dougherty
BY: James D. Dougherty



STATE OF MONTANA Washington
County of Missoula Spokane

This instrument was acknowledged before me on this 16th day of December 2002, by James D. Dougherty.

Debra Carlson
Notary Public for the State of Montana Washington
Residing at: Spokane
My Commission Expires: 12-27-2003
Printed Name of Notary Public: DEBRA CARLSON

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF MISSOULA - ACCEPTANCE**

BY: Jean Curtis
Jean Curtis, ~~Chair~~

BY: Barbara Evans
Barbara Evans, Commissioner

BY: Bill Carey
Bill Carey, Commissioner Chair

ATTEST
BY: Michael W. Schmitt
Deputy County Attorney

Approved as to form and content:

Vickie M Zeier
Clerk and Recorder

W:\Projects\1000706\docs\m\James Dougherty Public Roadway Easement.doc

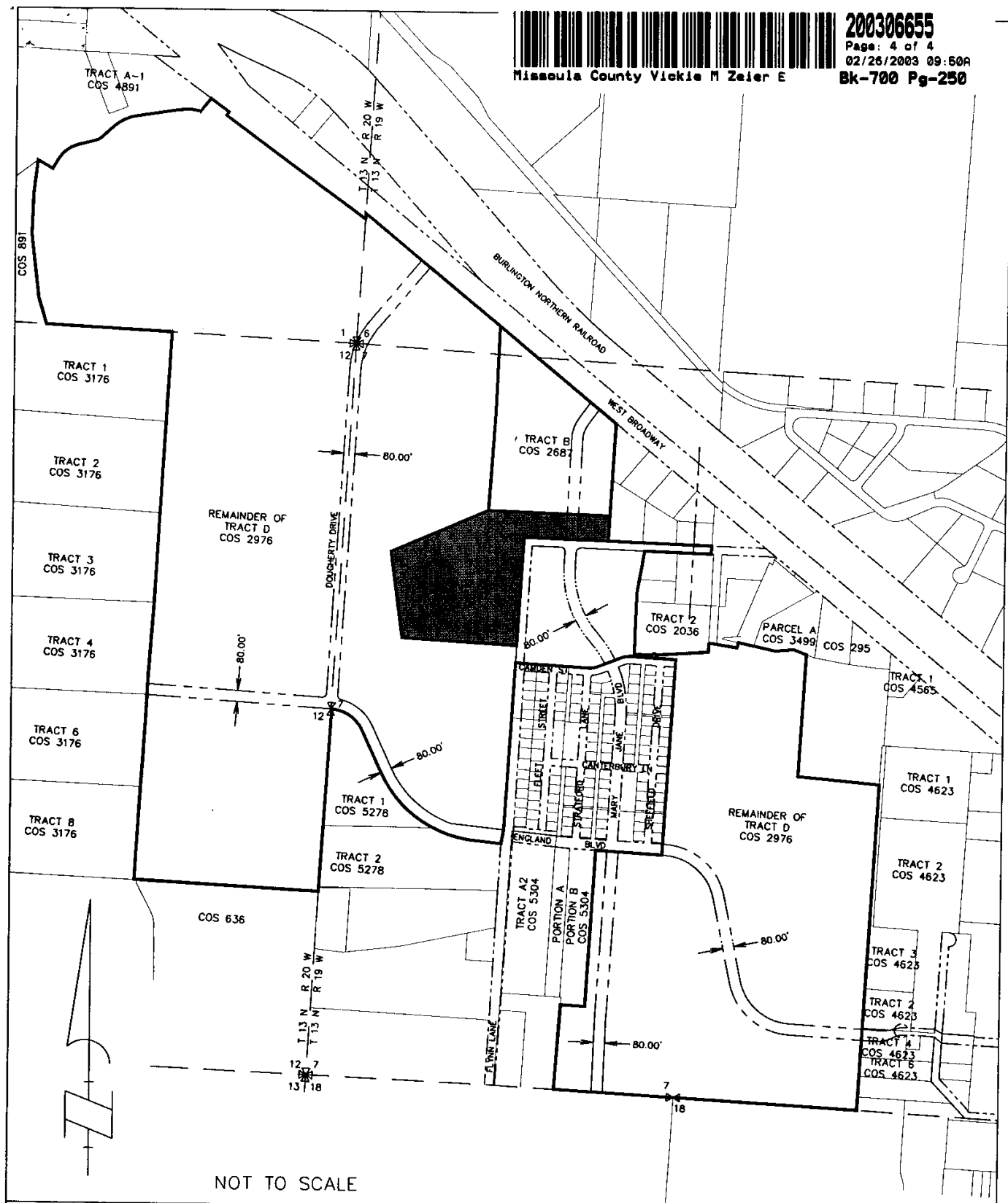

Missoula County Vickie M Zeier E
200306655
Page: 3 of 4
02/26/2003 09:50A
Bk-700 Pg-250

12/16/02
TRACT A-1
CDS 4891

11:52

GARLINGTON JOHN & ROBINSON + 98973001915094838050

NO. 825 003



NOT TO SCALE

PUBLIC ROADWAY
EASEMENT EXHIBIT
LOCATED IN
MISSOULA COUNTY, MONTANA

DRAFT: EDI

WGM GROUP, INC.
ENGINEERING • SURVEYING • PLANNING
3021 Palmer • (406) 728-4611
P.O. Box 16027 • Missoula, MT 59808

DATE: 12/03/02
PROJECT: 00-07-06

574

E-2990

Return to: City Clerk
City of Missoula
435 Ryman Street
Missoula MT 59802-4297

201707412 B: 978 P: 270 Pages: 5 Fee: \$0.00

05/02/2017 02:51:05 PM Easement
Tyler R. Gernant, Missoula County Clerk & Recorder



PUBLIC SANITARY SEWER EASEMENT

PARCEL	SUID	GEOCODE
#1	4550949	04220007201140000

THIS CONVEYANCE made this 18th day of April, 2017, by and between Sean B. Dougherty, Grantor(s), referred to as "Owner" and the City of Missoula, Montana, a municipal corporation, organized and existing under and by virtue of the laws of the State of Montana, Grantee.

WITNESSETH:

That the Owner, for and in consideration of the sum of One Dollar (\$1.00) to him/her in hand paid by the City of Missoula, receipt of which is hereby acknowledged. The Owner hereby grants, conveys and warrants to the City of Missoula, its successors and assigns, a permanent easement and right-of-way across real property, for the purpose of constructing, maintaining, altering, reconstructing and/or removing a sanitary sewer main and appurtenances shown on the attached diagram on a strip of land over, under and across a portion of the following described real property, to-wit:

LEGAL DESCRIPTION

SANITARY SEWER EASEMENT

AN EASEMENT BEING 20 FEET WIDE, 10 FEET EACH SIDE OF THE HEREAFTER DESCRIBED CENTERLINE, BEING A PORTION OF CERTIFICATE OF SURVEY 6082, PORTION A, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 19 WEST, P.M.M., MISSOULA COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF MISSOULA WEST INDUSTRIAL SUBDIVISION, RECORDS OF MISSOULA COUNTY, THENCE ALONG THE WEST BOUNDARY OF SAID SUBDIVISION S03°14'05"W, 11.40 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE CENTERLINE OF SAID 20' WIDE EASEMENT; 1) N58°01'50"W, 55.07 FEET; 2) N86°27'41"W, 181.62 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MARY JANE BOULEVARD, SAID POINT BEING N02°41'22"E, 284.07 FEET FROM THE SOUTHWEST CORNER OF PORTION A OF CERTIFICATE OF SURVEY 6082.

CONTAINING: 4734 SQUARE FEET, MORE OR LESS.

Said easement across said portion being more particularly described on the attached Exhibit "A" and by this reference made a part hereof.


This conveyance shall be subject to the conditions that the City of Missoula, upon accepting the sanitary sewer main, shall have the right at all future times to enter upon the said premises for the purposes necessary to maintain and repair, replace, enlarge, place additional lines or remove said sanitary sewer main and appurtenances at the expense of the City of Missoula. The surface of the ground shall be restored as close as reasonably possible to its original condition by the City of Missoula as promptly as possible.

The Owner agrees not to build any kind of a permanent structure that will prevent access to the easement for maintenance purposes.

The Grantor acknowledges that they are the lawful owner(s) and seized of the real property over which and upon the easement described herein are granted, and that they have good and lawful right and authority to grant said easement.

Binding Effect. This grant of Easement, which shall be recorded at the Missoula County Clerk and Recorder's Office, is binding upon the heirs, executors, personal representatives, assigns and successors of the parties hereto and shall run with the land.

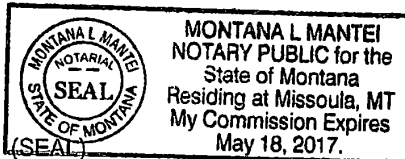
IN WITNESS WHEREOF, the Owner has hereunto set his/her hand and seal this 18th day of April, 2017.

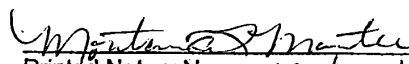

Sean B. Dougherty

STATE of Montana)
County of Missoula) ss.

ON this 18th day of April, 2017, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Sean B. Dougherty known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal on the day and year in this certificate first above written.

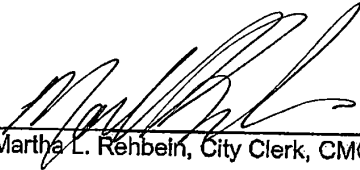


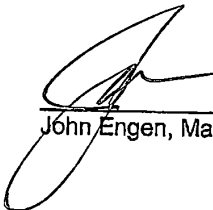

Printed Notary Name: Montana L. Mantei
Notary Public for the State of Montana.
Residing at Missoula, MT
My Commission Expires: May 18, 2017
MM/DD/YYYY

ACCEPTANCE

ATTEST:

APPROVED:


Martha L. Rehbein, City Clerk, CMC


John Engen, Mayor

(SEAL)



EXHIBIT "A"

PUBLIC SANITARY SEWER EASEMENT

LEGEND

- FND. 1 1/2" ALUMINUM CAP
MKD CUSTER 3325S
- CALCULATED POINT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- R1 RECORD MISSOULA WEST
INDUSTRIAL SUBDIVISION
- R/W RIGHT-OF-WAY
- P.O.B. POINT-OF-BEGINNING

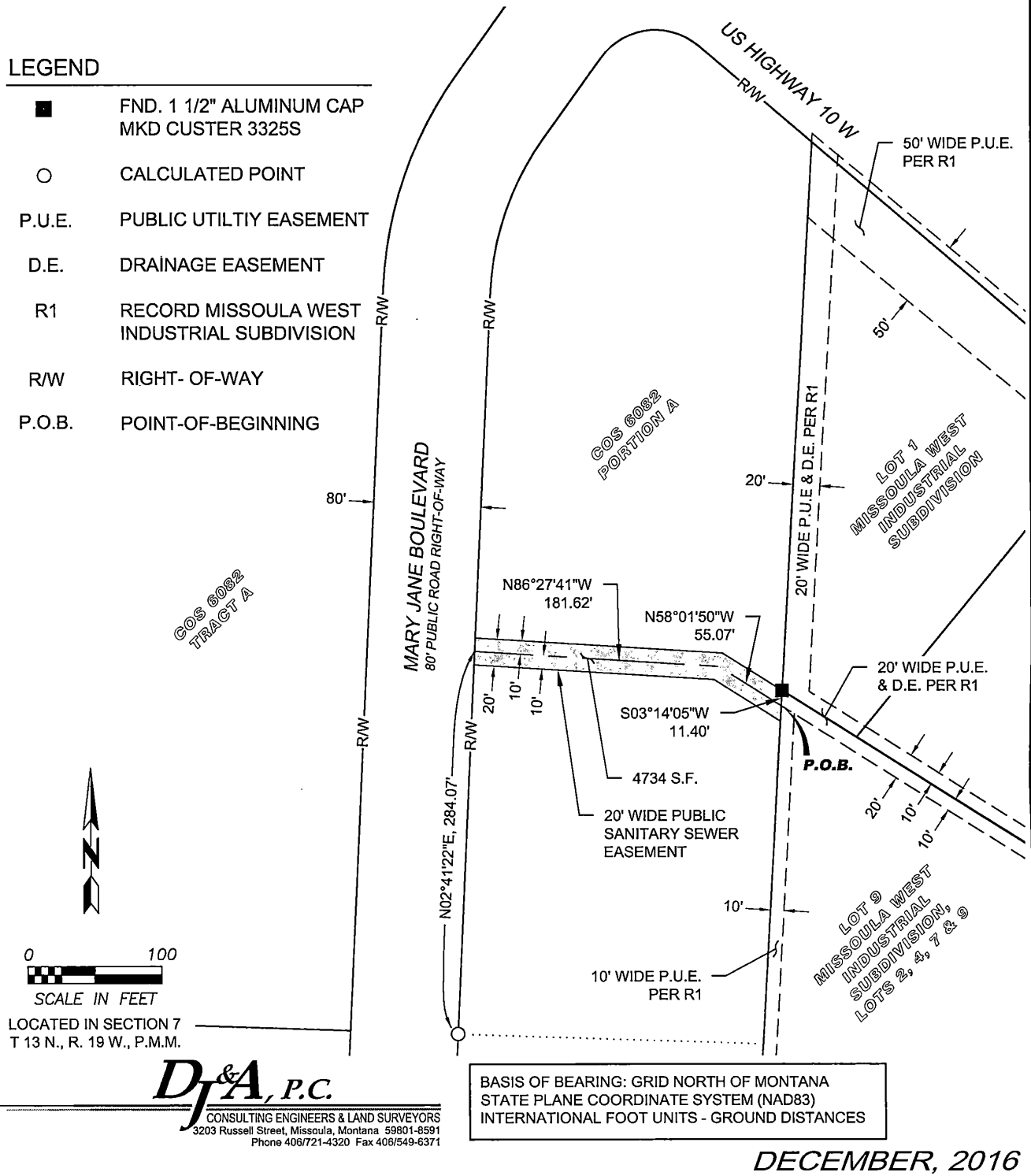


EXHIBIT "A"

PUBLIC SANITARY SEWER EASEMENT

LEGAL DESCRIPTION:

AN EASEMENT BEING 20 FEET WIDE, 10 FEET EACH SIDE OF THE HEREAFTER DESCRIBED CENTERLINE, BEING A PORTION OF CERTIFICATE OF SURVEY 6082, PORTION A, LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 19 WEST, P.M.M., MISSOULA COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF MISSOULA WEST INDUSTRIAL SUBDIVISION, RECORDS OF MISSOULA COUNTY, THENCE ALONG THE WEST BOUNDARY OF SAID SUBDIVISION S03°14'05"W, 11.40 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE CENTERLINE OF SAID 20' WIDE EASEMENT; 1) N58°01'50"W, 55.07 FEET; 2) N86°27'41"W, 181.62 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MARY JANE BOULEVARD, SAID POINT BEING N02°41'22"E, 284.07 FEET FROM THE SOUTHWEST CORNER OF PORTION A OF CERTIFICATE OF SURVEY 6082.

CONTAINING: 4734 SQUARE FEET, MORE OR LESS.

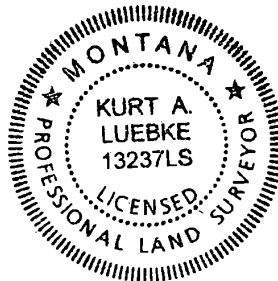
*NOTE:

THE SIDELINES OF THE HEREIN DESCRIBED CENTERLINE TO BE LENGTHENED OR SHORTENED SO AS TO INTERSECT AT ALL ANGLE POINTS, INTERSECTIONS OF EASEMENTS AND THE PROPERTY LINES OF SAID TRACT.

I HEREBY STATE THAT THIS EASEMENT EXHIBIT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF DECEMBER, 2016.

SIGNED *Kurt Luebke*
KURT A. LUEBKE, P.L.S. 13237LS

DATE 4-12-2017



DJ&A, P.C.
CONSULTING ENGINEERS & LAND SURVEYORS
3203 Russell Street, Missoula, Montana 59801-8591
Phone 406/721-4320 Fax 406/549-6371

DECEMBER, 2016



200306657
Page: 1 of 4
02/26/2003 09:50A
Bk-700 Pg-252

Missoula County Vickie M Zeier E

PUBLIC ROADWAY EASEMENT

This instrument made this 14 day of December, 2002, by and between Dougherty Five Limited Partnership, Grantor and the County of Missoula of the State of Montana, Grantee.

WITNESSETH

Grantor being the lawful owner of Tract B of Certificate of Survey No. 2687 being a Certificate of Survey of Record of Missoula County, Montana, over which the following public roadway easement crosses, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby designate, grant and convey to the Grantee, its successors and assigns a public roadway easement over, under, along, and across that certain real property located in Missoula County, Montana, and more particularly described as follows:

An 80-foot wide public roadway easement over, under, along, and across Tract B of Certificate of Survey No. 2687 located in Sections 6 and 7 Township 13 North, Range 19 West, P.M.M. in the general location that is depicted on the attached Easement Exhibit and by this reference incorporated into and made part of this instrument.

This public roadway easement hereby granted is specifically and expressly made subject to the following limitations and conditions:

- 1) Within 365 days from the date of this document, the Grantee shall have a Certificate of Survey prepared and recorded that defines and monuments the final location of the public roadway easement upon the Grantor's land. The Grantor has received a preliminary plat approval for the "Phelps Addition" dated May 20, 2002, which proposes to subdivide a portion of Tract B of Certificate of Survey No. 2687 and dedicate a portion of "Mary Jane Boulevard". The Grantee's Certificate of Survey shall conform to the proposed Phelps Addition if it precedes the recording of the Phelps Addition by the Grantor. The Certificate of Survey shall reference this document and will replace and supercede the attached Easement Exhibit.
- 2) The Certificate of Survey shall name the east/west public roadway "England Boulevard", the north/south public roadway east of Flynn Lane as "Mary Jane Boulevard", and the north/south public roadway west of Flynn Lane as "Dougherty Drive", and the Board of County Commissioners shall pass a resolution adopting these names for the roadways.
- 3) The Board of County Commissioners will vacate all Government Land Office ("G.L.O.") roads, "Petitioned" roads, "Journal" roads, and roads identified in County Road Book "I" across Tract B of Certificate of Survey No. 2687.
- 4) In using the public roadway easement, Grantee shall comply with all applicable laws, rules and regulations of any public authority relating to such use, and shall use reasonable care to safeguard Grantor's property from damage. Further, Grantee shall take such action as is reasonably necessary to control the propagation of noxious weeds from the public roadway easement onto the Grantor's land immediately adjacent to the public roadway easement.
- 5) Grantee assumes risk of injury to persons and damage to property arising out of use or operations under this public roadway easement and shall indemnify and hold Grantor harmless from any loss, claim, damage or expense in any way resulting from Grantee's use of

the public roadway easement, except to the extent such loss, damage or expense is caused or contributed to by Grantor's negligence.

6) Grantee shall keep Grantor's property free from liens arising in any manner out of Grantee's activities and shall promptly discharge any lien that may be asserted by third parties.

7) The public roadway easement herein granted is subject to all previously granted easements and rights-of-way for roads, ditches, pipelines, telephone, telegraphic and electric transmission lines as the same now may be constructed, and all other easements now in effect and relating to any portion of the easement area as above described. The parties intend that Grantee take and accept this conveyance subject to all prior easements and in case of conflict between the public roadway easement herein granted and previously granted easements, it shall be Grantee's obligation to obtain grants of possession or other appropriate releases from former grantees, or their successors in interest, or other affected third parties.

8) The Grantee shall keep unimproved portions of this public roadway easement closed for motorized and/or non-motorized travel. Until portions of the public roadway easement are improved with a paved roadway and opened to use by the public, the Grantor specifically reserves to itself, its respective agents, employees, contractors, successors and assigns, the right to cross over, on and upon unimproved portions of the above-described public roadway easement whenever in the usual course of the Grantor's business it may become necessary, advisable, or convenient for Grantor, its respective agents, employees, contractors, successors and assigns to do so. That is, Grantor, for itself and its agents, employees, contractors, successors and assigns, reserves a temporary right of use over, on and across the public roadway easement herein conveyed over Grantor's property until roadways are improved, paved, and open to public use.

Grantors do hereby designate, grant, and convey a public roadway easement and the right of reasonable entry upon and temporary use of the property immediately adjacent to said public roadway easement for necessary activities related to construction.

Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the real estate above described, and that it has a good and lawful right to convey it, or any part hereof.

Binding Effect. This grant of easement, which shall be recorded at the Missoula County Clerk and Recorder's Office, is binding upon the heirs, executors, personal representatives, assigns and successors of the parties hereto and shall run with the land.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seals the day and year in this instrument first above written.



200306657
Page: 9 of 4
02/26/2003 09:50A
Bk-700 Pg-252

DOUGHERTY FIVE LIMITED PARTNERSHIP

Deanna D. Phelps
BY: Deanna D. Phelps, General Partner

STATE OF MONTANA
County of Missoula

This instrument was acknowledged before me on this 16th day of December 2002, by Deanna D. Phelps, General Partner of Dougherty Five Limited Partnership.



Bruce Harper
Notary Public for the State of Montana
Residing at: BILLINGS
My Commission Expires: June 12, 2004
Printed Name of Notary Public: P. BRUCE HARPER

BOARD OF COUNTY COMMISSIONERS
COUNTY OF MISSOULA - ACCEPTANCE

BY: Jean Curtis
Jean Curtis, ~~Commissioner~~

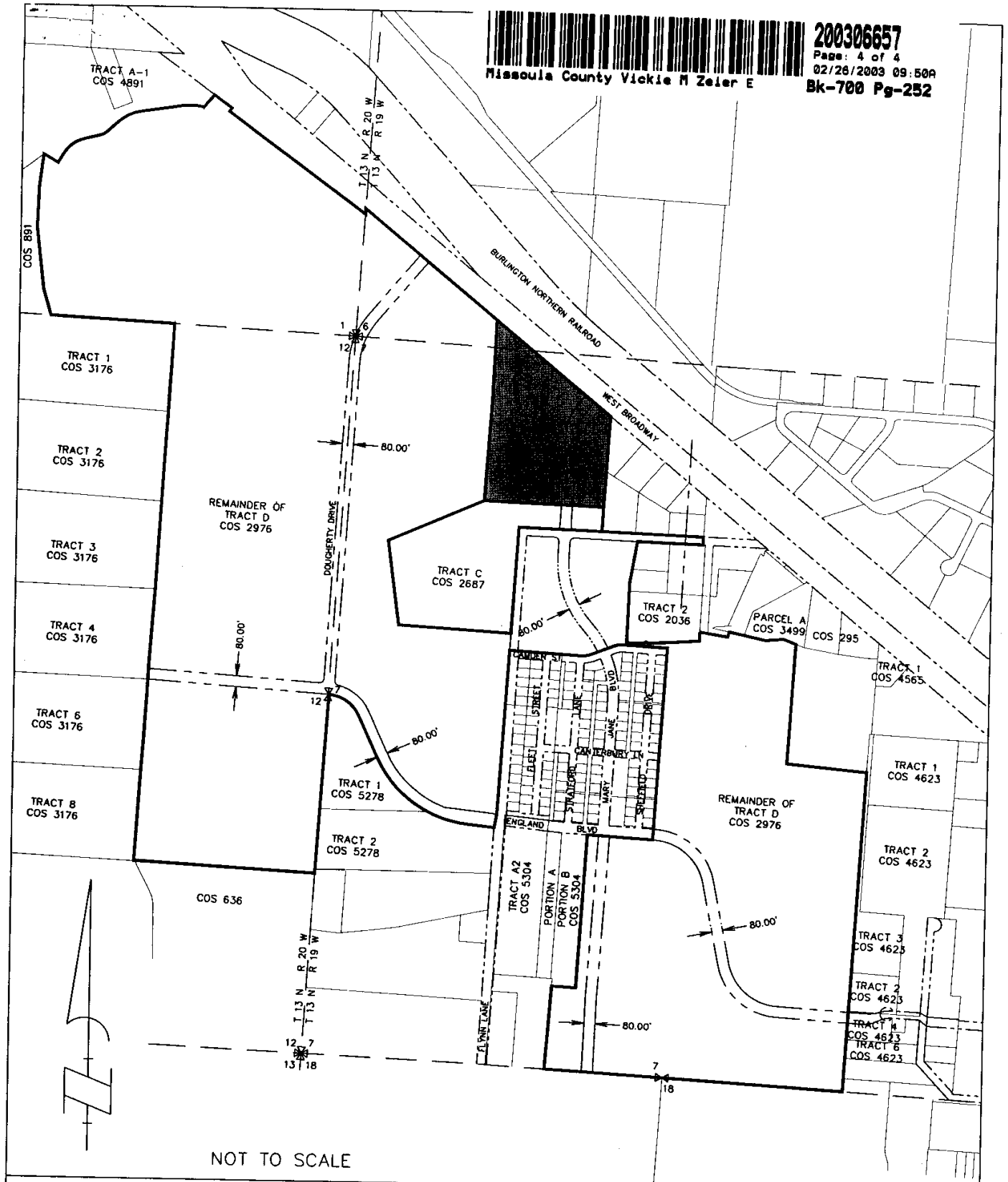
BY: Barbara Evans
Barbara Evans, Commissioner

BY: Bill Carey
Bill Carey, Commissioner - Chair

ATTEST:
BY: Michael W. Schmitt
Deputy County Attorney

Approved as to form and content:

Vickie M. Zeier
Clerk and Recorder



NOT TO SCALE

PUBLIC ROADWAY
EASEMENT EXHIBIT
LOCATED IN
MISSOULA COUNTY, MONTANA

DRAFT: EDI

WGM GROUP, INC.
ENGINEERING • SURVEYING • PLANNING
3021 Palmer • (406) 728-4611
P.O. Box 16027 • Missoula, MT 59808

DATE: 12/03/02
PROJECT: 00-07-06

000706EX1.DWG