

BUY/SELL AGREEMENT
(Including Earnest Money Receipt)

This contract stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice. Missoula, Montana, May 13, 2011.

as Joint Tenants with rights of survivorship, Tenants in Common, Single in his/her own rights,

Other The University of Montana (hereinafter called "Buyer") agrees to purchase, and the seller agrees to sell the following described real property (hereinafter referred to as "property") commonly known as:

Parcel A identified on the Certificate of Survey by Sands Surveying, Inc., Job No. 370501, dated May 5, 2011 (attached) in the City of Kalispell, County of Flathead, Montana, legally described as:

Commencing at the southwest corner of a tract of land as shown and described on Deed Exhibit Book 516, page 781, which is a found iron pipe on the north R/W of Woodland Avenue, located in the NE1/4SE1/4 of Section 17, Township 28 North, Range 21 West, P.M., M., Flathead County, Montana; Thence along said R/W S61°20'00"E 104.10 feet to a found iron pipe and the TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; Thence leaving said R/W N28°09'38"E 56.55 feet to a found iron pipe; Thence N00°17'23"E 183.72 feet to a point which falls in a slough; Thence S05°34'24"E 164.85 feet to a set iron pin; Thence S29°04'20"W 81.92 feet to a set iron pin on the north R/W of said Woodland Avenue; Thence along said R/W N61°20'00"W 4.36 feet to the point of beginning and containing 0.043 ACRE; Subject to and together with all appurtenant easements shown and of record. TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, and all improvements thereon. All permanently installed fixtures and fittings that are attached to the property are included in the purchase price, such as electrical, plumbing and heating fixtures, wood stoves, built-in appliances, screens, storm doors, storm windows, curtain rods and hardware, attached floor coverings, television antennas, air cooler or conditioner, garage door openers and controls, attached fireplace equipment, mailbox, and trees and shrubs attached to the above described real property and attached buildings or structures except: ^

PERSONAL PROPERTY: The following items of personal property and other assets are set forth or per attached addendum, free of liens and without warranty of condition, are included: N/A

SMOKE DETECTOR(S): Property has # N/A Smoke Detector(s)

MOBILE HOME(S): If a MOBILE HOME is included in the sale of this property: Year N/A
Make/Model N/A Serial Number N/A
Title Number N/A Title will be conveyed at time of closing.

WATER: Description of water, if any, to be transferred: N/A

Cost of transferring will be paid by Seller Buyer split equally between Buyer and Seller.

PAGE 1 PAV ED
BUYER'S INITIALS SELLER'S INITIALS

50 Documents for transfer will be prepare and filed by _____ ^ _____

51
52 RECEIPT OF EARNEST MONEY: The undersigned broker or salesperson hereby acknowledges
53 receipt from Buyer of earnest money in the amount of \$0.00
54 _____ U.S. Dollars as evidenced by Cash Check or _____ N/A
55 _____

56
57 All parties to this transaction agree, unless otherwise provided herein, that the earnest monies will
58 be deposited pursuant to Montana law or within (_____ N/A _____) business days of the date all
59 parties have signed the Agreement or
60 _____ N/A
61 and such funds will be held in a trust account by _____ N/A
62 _____, Broker.

63 The parties agree that interest accrued on the earnest money, if any, while deposited shall be
64 payable to:
65 _____ N/A _____

66 If interest is payable to the broker it is agreed that sums so paid are considered for services
67 rendered.

70 By: _____ N/A _____
71 Signature of Salesperson

74 PURCHASE PRICE AND TERMS:

75
76 Total purchase price is _____ Four Thousand and Seven Hundred _____ U.S.
77 Dollars (\$ 4,700.00 _____) Payable as follows:
78 \$ 0 _____ earnest money to be applied at closing.
79 \$ 4,700.00 _____ as additional cash payment, payable on or before closing.
80 \$ 0 _____ balance of purchase price will be financed as follows:
81 Conventional MBOH Seller Financing
82 FHA FmHA Assumption Existing
83 Loans
84 VA Other Institutional Financing
85 _____ N/A _____
86 _____
87 _____

88 Buyer's offer is contingent upon obtaining the financing specified herein. If financing cannot be
89 obtained within the time set forth in the TIME FOR COMPLETION section, this offer is terminated
90 and the earnest money will be refunded to the Buyer.

92 FINANCING CONDITIONS AND OBLIGATIONS:

93
94 BUYER'S REPRESENTATION OF FUNDS: Buyer represents that he/she/they have sufficient
95 funds for the down payment and closing costs to close this sale in accordance with this
96 Agreement and are not relying upon any contingent source of such funds unless otherwise
97 expressly set forth herein.

98
99 TIME FOR COMPLETION: If third party financing of the type specified herein is required by the
100 terms of this Agreement (includes assumptions, contracts for deed, and lender financing), the

PAGE 2
BUYER'S INITIALS AD SELLER'S INITIALS AD

101 closing shall occur on the date specified or as soon thereafter as financing is completed, but no
102 later than N/A days after the stated closing date.

103
104 LOAN APPLICATION: If Buyer fails to make written application for financing and pay to the
105 lender any required fees, apply for assumption of an existing loan or contract, or initiate any
106 action required for completion of a contract for deed by 5:00 p.m. (Mountain Time) on N/A
107 , 200[^], Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under
108 this Agreement.

109
110 DISCOUNT POINTS: If a Buyer obtains financing from a lender requiring discount points, Seller
111 agrees to pay discount points up to a maximum of N/A percent
112 (N/A %) of the Buyer's loan. Seller's obligations will not exceed
113 \$ N/A . Any funds paid by Seller as set forth above shall not be used for the
114 origination fee, closing costs, reserves, or any other costs. Buyer shall pay all other discount
115 points.

116
117
118 V.A. BUYERS: It is expressly agreed that, notwithstanding any other provisions of this contract,
119 the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to
120 complete the purchase of the property described herein if the contract purchase price of cost
121 exceeds the reasonable value of the property established by the Veteran's Administration. The
122 Buyer shall, however, have the privilege and option of proceeding with the consummation of this
123 contract without regard to the amount of the reasonable value established by the Veteran's
124 Administration.

125
126 F.H.A. BUYERS: In the event funds for this transaction are to be derived from an F.H.A. insured
127 loan, it is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer
128 shall NOT be obligated to complete the purchase of the property described herein or to incur any
129 penalty by forfeiture of earnest money deposits or otherwise, unless the Buyer has received a
130 written statement issued by the Federal Housing Commissioner, Veteran's Administration, or a
131 Direct Endorsement Lender setting forth the appraised value of the property for mortgage
132 insurance purposes of not less than the amount set forth in the APPRAISAL PROVISION section,
133 which amount is incorporated herein by reference. The Buyer shall have the privilege and option
134 of proceeding with the consummation of this contract without regard to the amount of the
135 appraised valuation made by the Federal Housing Commissioner. The appraised valuation is
136 arrived at to determine the maximum mortgage the Department of Housing and Urban
137 Development (HUD) will insure. HUD does not warrant the value nor the condition of the
138 property. The Buyer should satisfy himself/herself that the price and condition of the property are
139 acceptable.

140 APPRAISAL PROVISION: Property must appraise for at least N/A
141 (\$ N/A). If the property does not appraise for at least the specified amount,
142 Buyer may terminate this transaction or elect to consummate this transaction without regard to
143 the appraised value.

144
145 CONTINGENCIES:

146
147 The contingencies listed below shall be deemed to have been released, waived, or satisfied, and
148 the transaction shall continue to closing, unless, by the date specified for each contingency, the
149 party requesting that contingency has notified the other party or the other party's agent in writing
150 that the contingency is not released, waived, or satisfied, the transaction is terminated, and the
151 earnest money will be returned to the Buyer, unless the parties negotiate other terms or
152 provisions.

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|-----|--------------------------|---|--------------------------|--------------------------------|
| 205 | <input type="checkbox"/> | Roof Inspection* | <input type="checkbox"/> | Easements |
| 206 | <input type="checkbox"/> | Structural/Foundation Inspection* | <input type="checkbox"/> | Flood Plain Determination |
| 207 | <input type="checkbox"/> | Electrical Inspection* | <input type="checkbox"/> | Water Sample Test |
| 208 | <input type="checkbox"/> | Plumbing Inspection* | <input type="checkbox"/> | Septic or Cesspool Inspection |
| 209 | <input type="checkbox"/> | Wood Stove/Fireplace Inspection* | <input type="checkbox"/> | Radon |
| 210 | <input type="checkbox"/> | Pest/Rodent Inspection | <input type="checkbox"/> | Asbestos |
| 211 | <input type="checkbox"/> | Well Inspection for Condition of Well | <input type="checkbox"/> | Wild Fire Risk |
| 212 | | and Quantity of Water | <input type="checkbox"/> | Accounting Advice |
| 213 | <input type="checkbox"/> | Survey Required or Corner Pins | <input type="checkbox"/> | Legal Advice |
| 214 | | <input type="checkbox"/> Located <input type="checkbox"/> Reset | <input type="checkbox"/> | Toxic Waste/Hazardous Material |
| 215 | <input type="checkbox"/> | Access to Property | <input type="checkbox"/> | Underground Storage Tanks |
| 216 | <input type="checkbox"/> | Sanitary Approval | | |
| 217 | <input type="checkbox"/> | Other _____ | | |

218
 219 *Generally covered by a home inspection along with other items too numerous to
 220 list.

221
 222 If Buyer disapproves of the findings of any inspection, report or advice called for in this
 223 contingency, Buyer shall deliver written notice to the Seller or the Seller's Agent on or before ____
 224 N/A. For such notice to be valid, it must state specifically all conditions or
 225 problems leading to the Buyer's disapproval and be accompanied by a copy of the inspection or
 226 report upon which the disapproval is based. If Buyer does not deliver such written notice and
 227 copies of inspections or reports within the time called for above, Buyer shall be deemed to have
 228 accepted such inspections and advice, and this contingency shall be of no further force or effect.
 229 If Buyer delivers written notice of disapproval as called for, Seller may choose to negotiate with
 230 the Buyer to address the objections specified by the Buyer's notice. If the parties enter into a
 231 written agreement in satisfaction of the objections, this contingency shall be of no further force or
 232 effect. If the parties cannot come to written agreement in satisfaction of the objections on or
 233 before N/A (date), the earnest money shall be returned to the
 234 Buyer, and this transaction terminated.

235
 236 ADDITIONAL PROVISIONS:

237 N/A
 238 _____
 239 _____
 240 _____
 241 _____
 242 _____
 243 _____

244
 245 CONVEYANCE: The Seller shall convey the real property by WARRANTY Deed, free of
 246 all liens and encumbrances except those described in the TITLE INSURANCE section of this
 247 Agreement. The Seller shall convey the personal property by Bill of Sale.

248
 249 TITLE INSURANCE: Seller, at Seller's expense, shall furnish Buyer Title Insurance evidenced by
 250 a standard form American Land Title Association title insurance commitment in an amount equal
 251 to the purchase price, committing to insure merchantable title to the real property in the Buyer's
 252 name, free and clear of all liens and encumbrances except: Zoning ordinances, building and use
 253 restrictions, reservations in federal patents, beneficial utility easements apparent or of record,
 254 easements of record, Special Improvement Districts, real estate taxes for the year in which
 255 closing occurs, and _____
 256 _____

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Buyer may purchase additional title coverage for an additional cost. It is recommended that Buyer obtain details from a title company.

MERCHANTABLE TITLE: If the Seller's title is not merchantable and cannot be made merchantable before the stated closing dated, 0 ADDITIONAL DAYS SHALL BE ALLOWED FOR THE SELLER TO MAKE SUCH TITLE MERCHANTABLE. If title is not merchantable after additional specified time, this Agreement is terminated, unless Buyer elects to waive defects and proceed to closing. The parties may agree to negotiate alternative terms or provisions. Encumbrances to be discharged by the Seller shall be satisfied prior to closing or from Seller's proceeds at the time of closing.

SPECIAL IMPROVEMENT DISTRICTS: Special Improvement Districts (including rural SIDs), including those that have been noticed to Seller by City/County, but not yet spread or currently assessed, if any, will be:

- paid off by Seller at closing;
- assumed by Buyer at closing; or
-

All perpetual SIDs shall be assumed by Buyer.

PRORATION OF TAXES AND ASSESSMENTS: Seller and Buyer agree to prorate taxes, Special Improvement Districts assessments for the current tax year, as well as prepaid rents, water and sewer system charges, heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees, if any, as of the date of closing, unless otherwise agreed. N/A

CLOSING DATE: The date of closing shall be October 31, 2011. The parties may, by mutual agreement, agree to close the transaction at any time prior to the date specified. The Buyer and Seller will deposit with the Closing Agent all instruments and monies necessary to complete the purchase in accordance with this Agreement.

POSSESSION: Seller shall deliver to Buyer possession of the property and allow occupancy:

- On the date of closing, or
- On the date of recording the Deed, Notice of Purchaser's Interest, OR
-

Property shall be vacant unless otherwise agreed in writing. Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s), and Homeowner's Association facilities, if applicable.

CONDITION OF PROPERTY: Seller agrees that the Property shall be in the same condition, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the property. Seller agrees to leave the property in broom clean or better condition and allow Buyer a walk-through inspection of said Property prior to closing to insure that all appurtenances and appliances including in the sale remain on the Property.

RADON DISCLOSURE STATEMENT: The following disclosure is given pursuant to the Montana Radon Control Act, Montana Code Annotated §75-3-606.

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATE IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS

PAGE 6 MOD AD ED
BUYER'S INITIALS SELLER'S INITIALS

309 WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE
310 BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON
311 TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT.
312

313 If the property has been tested for radon, the Seller will provide a copy of the test results
314 concurrent with an executed copy of this Agreement. If the property has received radon
315 mitigation treatment, the Seller will provide the evidence of the mitigation treatment concurrent
316 with an executed copy of this Agreement.
317

318 BUYERS REMEDIES: (A) If the Seller fails to accept the offer contained in this Agreement within
319 the time period provided in the BUYER'S COMMITMENT section, all earnest monies shall be
320 returned to the Buyer. (B) If the Seller accepts the offer contained in this Agreement, but refuses
321 or neglects to consummate the transaction within the time period provided in this Agreement, the
322 Buyer may: (1) Demand immediate repayment of all monies that Buyer has paid as earnest
323 money, and upon the return of such money, the rights and duties of the Buyer and Seller under
324 this Agreement shall be terminated; OR (2) Demand that Seller specifically perform Seller's
325 obligation under this Agreement; OR (3) Demand monetary damages from Seller for Seller's
326 failure to perform the terms of this Agreement.

327 SELLER'S REMEDIES: If the Seller accepts the offer contained in this Agreement and Buyer
328 refuses or neglects to consummate the transaction within the time period provided in this
329 Agreement, the Seller may: (1) Declare the earnest money paid by Buyer be forfeited; OR (2)
330 Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; OR
331 (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this
332 Agreement.
333

334 BUYER'S CERTIFICATION: By entering into this Agreement, each person or persons executing
335 this Agreement as Buyer represents that he/she is eighteen (18) years of age or older, of sound
336 mind, and legally competent to own real property in the State of Montana; and, if acting on behalf
337 of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter
338 into this Agreement on behalf of such entity.
339

340 SELLER'S CERTIFICATION: By entering into this Agreement, each person or persons executing
341 this Agreement as Seller represents that he/she is eighteen (18) years of age or older, of sound
342 mind, and legally entitled at this time to transfer title to the real property free and clear of all liens
343 and encumbrances except those described in this Agreement; and, if acting on behalf of a
344 corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into
345 this Agreement on behalf of such entity.
346

347 CONSENT TO DISCLOSE INFORMATION: Buyer and Seller hereby consent to the procurement
348 and disclosure by Buyer, Seller, and Salesperson and their attorneys, agents, and other parties
349 having interest essential to this Agreement, of any and all information reasonably necessary to
350 consummate the transaction described in this Agreement, specifically including access to
351 escrows for review of contracts, deeds, trust indentures, or similar documents concerning this
352 property or underlying obligations pertaining thereto.
353

354 RISK OF LOSS: All loss or damage to any of the above-described real property or personal
355 property to any cause is assumed by Seller through the time of closing unless otherwise
356 specified.
357

358 TIME IS OF THE ESSENCE: Time is of the essence in this Agreement and all clauses herein.
359

PAGE 7
BUYER'S INITIALS: *MA*
SELLER'S INITIALS: *AD* *ED*

360 BINDING EFFECT AND NON-ASSIGNABILITY: The Agreement is binding upon the heirs,
361 successors and assigns of each of the parties hereto; however, Buyer's rights under this
362 Agreement are not assignable without the Seller's express written consent.
363

364 ATTORNEY FEES: In any action brought by the Buyer or the Seller to enforce any of the terms
365 of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney
366 fees as the court or arbitrator shall determine just.
367

368 COMMISSION: The Seller's and/or Buyer's commitment to pay a commission in connection with
369 this transaction is an integral part of this Agreement.
370

371 FACSIMILE: The parties agree that a facsimile copy of this Agreement to Sell and Purchase
372 which contains the parties' signatures may be used as the original.
373

374 ENTIRE AGREEMENT: This Agreement, together with any attached exhibits and any for
375 amendments signed by the parties, shall constitute the entire agreement between Seller and
376 Buyer, and supersedes any other written or oral agreements between Seller and Buyer. This
377 Agreement can be modified only in writing, signed by the Seller and the Buyer.
378

379 COUNTERPARTS: A copy of this document may be executed by each individual/entity
380 separately, and when each has executed a copy thereof, such copies, taken together, shall be
381 deemed to be a full and complete contract between the parties.
382

383 EARNEST MONEY DISPUTES: Buyer and Seller agree that, in the event of any controversy
384 regarding the earnest money and things of value held by the Broker or Closing Agent, unless
385 mutual written instructions are received by the holder of the earnest money and things of value,
386 Broker or Closing Agent shall not be required to take any action, but may await any proceedings,
387 or, at Broker's or Closing Agent's option and sole discretion, may interplead all parties and
388 deposit any monies or things of value into a court of competent jurisdiction and may utilize as
389 much of the earnest money deposit as may be necessary to advance the cost and fees for filing
390 such action.

391 ALTERNATIVE DISPUTE RESOLUTION: At any time, the parties may agree to submit any
392 dispute arising out of this transaction to mediation or arbitration. The parties, by agreement, shall
393 specify mediation or binding arbitration. The cost of mediation or arbitration shall be paid equally
394 by the parties.
395

396 ADDENDA ATTACHED: (Check all that apply)

- | | | | | |
|-----|--------------------------|------------------------------|--------------------------|------------------------|
| 397 | <input type="checkbox"/> | Lead Based Paint Disclosures | <input type="checkbox"/> | Sale of Buyer's House |
| 398 | <input type="checkbox"/> | Continuation Addendum | <input type="checkbox"/> | Backup offer |
| 399 | <input type="checkbox"/> | 1031 Tax Deferred Exchange | <input type="checkbox"/> | Additional Contingency |
| 400 | Addendum | | | |
| 401 | <input type="checkbox"/> | _____ | | |
| 402 | <input type="checkbox"/> | _____ | | |
| 403 | | | | |

404 BUYER'S ACKNOWLEDGMENT: Buyer acknowledges that he/she has examined the real and
405 personal property, that Buyer enters into this Agreement in full reliance upon his/her independent
406 investigation and judgment, that prior verbal representations by Seller or Seller's agent or
407 representatives do not modify or affect this Agreement, and that by signing this Agreement Buyer
408 acknowledges having read and understood this entire Agreement.
409

410 BUYER'S COMMITMENT: I/We agree to purchase the above described property on the terms
411 and conditions set forth in the above offer and grant to said Salesperson until N/A

PAGE 8
BUYER'S INITIALS N/A SELLER'S INITIALS ED

411. _____, 2011 at N/A am pm (Mountain Time) to secure Seller's written acceptance.
412 Buyer may withdraw this offer at any time prior to written acceptance. If Seller has not accepted
413 by the time specified, this offer is automatically withdrawn.

414
415 Buyer's Signature: Robert A. Duringer - VP
416 Buyer's Address: _____ City, State, Zip Code: _____
417 Phone Number (406) 243-4662
418 Buyer's PRINTED name: Robert A. Duringer
419

420 Buyer's Signature: _____
421 Buyer's Address: _____ City, State, Zip Code: _____
422 Phone Number (____) _____
423 Buyer's PRINTED name: _____
424

425 SELLER'S COMMITMENT: I/WE agree to sell and convey to Buyer the above described
426 property on the terms and conditions hereinabove stated. I/WE acknowledge receipt of a copy of
427 this Agreement bearing my/our signature(s) and that of the Buyer named above. Dated this ____
428 _____ day of _____, 200^ at _____ am pm
429 (Mountain Time).

430
431 Seller's Signature: Kathy Davis
432 Seller's Address: 1621 Woodlark Rd City, State, Zip Code: Kalispell MT 59901
433 Phone Number (406) 755-4695
434 Seller's PRINTED name: KATHY E. DAVIS
435

436 Seller's Signature: Elaine J. Davis
437 Seller's Address: 1621 Woodlark Rd City, State, Zip Code: Kalispell, MT 59901
438 Phone Number (406) 755-4695
439 Seller's PRINTED name: Elaine J. DAVIS
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441
442 Date/Time Presented: _____ by: _____
443 Signature of Person Presenting Offer
444

445 ACTION TAKEN, IF OTHER THAN ACCEPTANCE:
446
447 Offer Rejected by Seller Seller's Initials _____ /
448 Offer Modified per Attached Counter Offer Seller's Initials _____ /
449

450 CONTACT PERSON FOR THE BUYER: _____ ^
451 _____

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453 CONTACT PERSON FOR THE SELLER: _____ ^
454 _____

By: SANDS SURVEYING, Inc.
2 Village Loop
Kalispell, MT 59901
(406) 755-6481

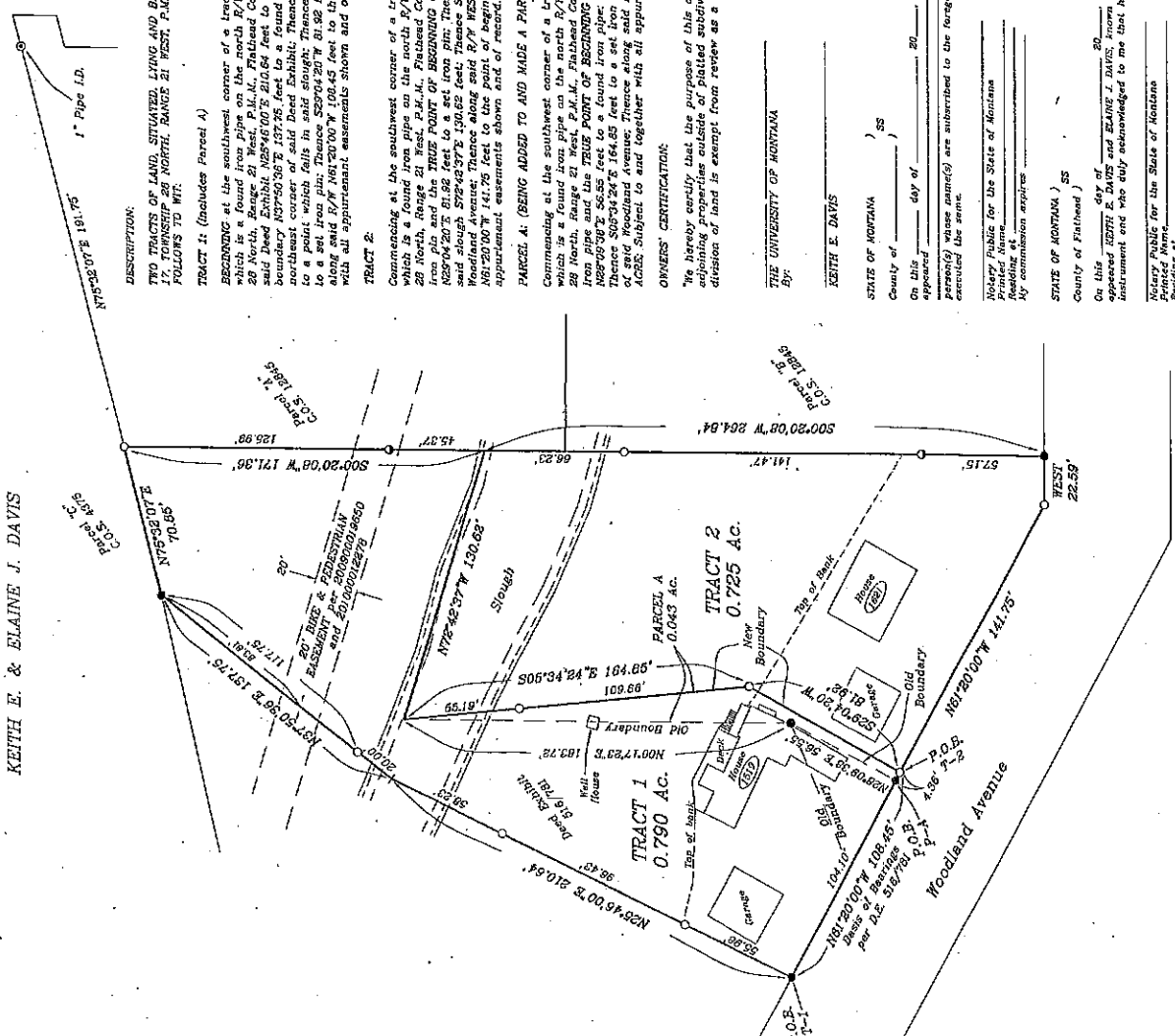
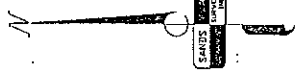
JOB NO: 370601
DRAWING DATE: MAY 5, 2011
COMPLETED DATE:
FOR/OWNER: UNIVERSITY OF MONTANA
KEITH E. & ELAINE J. DAVIS

CERTIFICATE OF SURVEY

in NE1/4SE1/4 SEC. 17, T.28N., R.21W., P.M.M., FLATHEAD COUNTY, MONTANA

SCALE: 1" = 40'
40' 20' 0 40' 80'

PURPOSE: BOUNDARY LINE ADJUSTMENT



DESCRIPTION:
TWO TRACTS OF LAND, SITUATED LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 28 NORTH, RANGE 21 WEST, P.M.M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

TRACT 1: (Includes Parcel A)
BEING at the southwest corner of a tract of land as shown and described on Deed Exhibit Book 516, page 781, which is a found iron pipe on the north R/W of Woodland Avenue, located in the NE1/4SE1/4 of Section 17, Township 28 North, Range 21 West, P.M.M., Flathead County, Montana; Thence leaving said R/W and along the west boundary of said Deed Exhibit Book 516, page 781, to a point which falls in the center of said boundary; Thence along the east boundary of said Deed Exhibit Book 516, page 781, to a point which falls in said slough; Thence in said slough N72°42'37"W 130.62 feet; Thence S05°24'24"E 164.65 feet to a set iron pin; Thence S25°04'20"W 106.45 feet to the point of beginning and containing 0.790 ACRES. Subject to and together with all appurtenant easements shown and of record.

TRACT 2:
Commencing at the southwest corner of a tract of land as shown and described on Deed Exhibit Book 516, page 781, which is a found iron pipe on the north R/W of Woodland Avenue, located in the NE1/4SE1/4 of Section 17, Township 28 North, Range 21 West, P.M.M., Flathead County, Montana; Thence, along said R/W S81°20'00"E 104.10 feet to a set iron pin and the TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; Thence leaving said R/W N25°04'20"E 106.45 feet to a set iron pin; Thence N05°24'24"W 164.65 feet to a point which falls in a slough; Thence in said slough S72°42'37"E 130.62 feet; Thence S05°24'24"E 164.65 feet to a found iron pipe on the north R/W of Woodland Avenue; Thence along said R/W WEST 22.59 feet to a set iron pin; Thence continuing along said R/W N81°20'00"W 141.75 feet to the point of beginning and containing 0.725 ACRES. Subject to and together with all appurtenant easements shown and of record.

PARCEL A: (BEING ADDED TO AND MADE A PART OF TRACT 1)
Commencing at the southwest corner of a tract of land as shown and described on Deed Exhibit Book 516, page 781, which is a found iron pipe on the north R/W of Woodland Avenue, located in the NE1/4SE1/4 of Section 17, Township 28 North, Range 21 West, P.M.M., Flathead County, Montana; Thence, along said R/W S81°20'00"E 104.10 feet to a found iron pipe and the TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; Thence leaving said R/W N25°04'20"E 106.45 feet to a set iron pin; Thence N05°24'24"W 164.65 feet to a point which falls in a slough; Thence in said slough S72°42'37"E 130.62 feet; Thence S05°24'24"E 164.65 feet to a set iron pin; Thence continuing along said R/W N81°20'00"W 141.75 feet to the point of beginning and containing 0.725 ACRES. Subject to and together with all appurtenant easements shown and of record.

OWNERS' CERTIFICATION:
We hereby certify that the purpose of this division of land is to resolve common boundary lines between adjoining properties outside of platted subdivisions, and that no additional parcels are hereby created; therefore, this division of land is exempt from review as a subdivision pursuant to Section 76-3-207 (1) (b), M.C.A.

CERTIFICATE OF SURVEYOR

APPROVED: _____ 20
THOMAS E. SANDS 79755

EXAMINING LAND SURVEYOR
REC. No. 54285

STATE OF MONTANA) SS
COUNTY OF FLATHEAD)

FILED ON THIS _____ DAY OF _____, 20
AT _____, PAID FEE _____

CLERK & RECORDER

BY _____ DEPUTY
INSTRUMENT REC. No. _____

SHEET 1 OF 1 SHEETS

THE UNIVERSITY OF MONTANA

By: _____ ELAINE J. DAVIS

KEITH E. DAVIS) SS
County of _____

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____ of THE UNIVERSITY OF MONTANA, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and who duly acknowledged to me that he/she/they executed the same.

Notary Public for the State of Montana
Residing at _____
My commission expires _____

STATE OF MONTANA) SS
County of Flathead)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared KEITH E. DAVIS and ELAINE J. DAVIS, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and who duly acknowledged to me that he/she/they executed the same.

Notary Public for the State of Montana
Residing at _____
My commission expires _____

CERTIFICATE OF SURVEY No. _____