



First American Title Company

15 South Idaho Street, Ste 2, PO Box 390, Dillon, MT 59725
Phone (406)683-4445 - Fax (406)683-4393

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

15 South Idaho Street, Ste 2, PO Box 390, Dillon, MT 59725
Phone (406)683-4445 - Fax (406)683-4393

Escrow Officer: -

Title Officer: Dana Keyes - dkeyes@gofirstam.com

RE: Property Address: TBD Vigilante Park, Dillon, MT 59725

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.



FACTS		WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Old Republic Title Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>

Why can't I limit all sharing?	<p style="text-align: right;">ITEM #215-1602-R1124_A1 Page 4 of 20</p> <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>
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Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May Be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				



ORT Form 4690 6/06 Rev. 8-1-16

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

OLD REPUBLIC 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 EXTRACTIONAL 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, **Old Republic 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.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

**Issued through the office of:
First American Title Company
15 South Idaho Street, Ste 2, PO Box
390 Dillon, MT 59725
(406)683-4445**

By  *C. Monroe* President
Attest  *David Wold* Secretary



Authorized Signature

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 Old Republic 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.

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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.

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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.

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent and Office: First American Title Company, 15 South Idaho Street, Ste 2, PO Box 390, Dillon, MT 59725 (406)683-4445

Issuing Office's ALTA ® Registry ID: 1108250

Loan ID No.:

Issuing Office Commitment/File No.: 944474DL

Property Address: TBD Vigilante Park, Dillon, MT 59725

Revision No.:

SCHEDULE A

- 1. Commitment Date: **December 02, 2020 at 7:30 A.M.**
- 2. Policy (or Policies) to be issued: Owner's Premium Amount reflects applicable rate
 - (a) 2006 ALTA ® Standard Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
Proposed Policy Amount: **\$Refer to Schedule B, Part 1, Paragraph 8** 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:
Board of Regents of Higher Education, for Western Montana College of the University of Montana

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5. The Land is described as follows:

Parcel 1 of Amended Plat City of Dillon - W.M.C. filed for record at the County Clerk and Recorder's Office on May 13, 1999 at 4:35 P.M., under Instrument No. 235863 and being a parcel of land located in the NE¹/₄ of Section 19, Township 7 South, Range 8 West, P.M.M., Beaverhead County, Montana.



By:

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

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ALTA Commitment for Title Insurance

Issued By

Old Republic 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 the attached Seller/Borrower Affidavit be completed prior to recording.
7. For each Policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's Policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan Policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

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ALTA Commitment for Title Insurance

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Old Republic 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.

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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 Beaverhead 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 Beaverhead 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. Water rights, claims or title to water, ditch or ditch right, whether or not the matters are shown by the public records.
11. Any matters arising from questions of gaps or overlaps between the legal description of the herein described land and those of surrounding parcels.
12. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: The University of Montana- Western and City of Dillon
Recorded: November 29, 2005, Instrument No. 258308, Book 333, Page 171-173
13. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded May 13, 1999, Instrument No. 235863, 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 restrictions violate 42 USC 3604(c).
14. No taxes assessed for Tax ID No. 15373

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INFORMATIONAL NOTES

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First American Title Company
15 South Idaho Street, Ste 2, PO Box 390
Dillon, MT 59725
Phone: (406)683-4445 / Fax: (406)683-4393

PR: AFFGRP

Ofc: 82 (11756)

Invoice

To: The University of Montana Western
710 S. Atlantic St.
Dillon, MT 59725

Invoice No.: 11756 - 821001723

Date: 12/02/2020

Our File No.: 944474DL

Title Officer: Dana Keyes

Escrow Officer:

Customer ID: 907983

Attention: Roxanne Engellant

Your Ref.:

Liability Amounts

RE: Property:
TBD Vigilante Park, Dillon, MT 59725

Buyers: TBD

Sellers: Western Montana College of the University of Montana

Description of Charge	Invoice Amount
Work Charge	\$300.00
INVOICE TOTAL	\$300.00

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department
NOTE NEW REMITTANCE ADDRESS, LB# 1083, First American Title Company, PO Box 35146
Seattle, WA 98124-5146

AMENDED PLAT

LEGAL DESCRIPTION

PARCEL 1

A parcel of land located in the NE 1/4 of section 19, Township 7 South, Range 8 West, County of Beaverhead, State of Montana, and more completely described as follows:

Beginning at the intersection of Center Street and Arizona Street centerlines, thence, N17°00'00" E 352.00 feet to a point on the northerly right-of-way line of Center Street, the TRUE POINT OF BEGINNING, thence, first course, S55°00'00" E 299.82 feet along said right-of-way, thence, second course, departing said right-of-way, N07°00'00" E 204.12 feet along the westerly right-of-way line of the same, then, third course, S88°30'31" W 72.94 feet along the South boundary line of Thompson's adjacent Addition, thence, fourth course, S55°00'00" E 254.77 feet, thence, fifth course, S77°00'00" W 40.00 feet, thence, sixth course, S10°00'00" W 115.00 feet, thence, seventh and final course, S28°00'00" E 182.23 feet to the point of beginning. Said parcel containing 1.887 acres.

PARCEL 2

A parcel of land located in the NE 1/4 of section 19, Township 7 South, Range 8 West, P.M., County of Beaverhead, State of Montana, and more completely described as follows:

Beginning at the intersection of Center Street and Arizona Street centerlines, thence, N17°00'00" E 352.00 feet to a point on the northerly right-of-way line of Center Street, the TRUE POINT OF BEGINNING, thence, first course, N89°00'00" E 282.84 feet along said right-of-way, thence, second course, departing said right-of-way, N07°00'00" E 204.12 feet along the westerly right-of-way line of the same, then, third course, S88°30'31" W 72.94 feet along the South boundary line of Thompson's adjacent Addition, thence, fourth course, S55°00'00" E 254.77 feet, thence, fifth course, S77°00'00" W 40.00 feet, thence, sixth course, S10°00'00" W 115.00 feet, thence, seventh and final course, S28°00'00" E 182.23 feet to the point of beginning. Said parcel containing 1.887 acres.

PARCEL 3

A parcel of land located in the NE 1/4 of section 19, Township 7 South, Range 8 West, P.M., County of Beaverhead, State of Montana, and more completely described as follows:

Beginning at the intersection of Center Street and Dakota Street centerlines, thence, N17°00'00" E 352.00 feet to the TRUE POINT OF BEGINNING, thence, first course, N07°00'00" E 204.12 feet, thence, second course, S88°30'31" W 72.94 feet, thence, third course, S44°00'00" E 177.00 feet, thence, fourth course, S08°00'00" E 47.78 feet, thence, fifth course, S10°00'00" W 115.00 feet, thence, sixth course, S28°00'00" E 182.23 feet, thence, seventh and final course, N07°00'00" E 204.12 feet to the point of beginning. Said parcel containing 1.207 acres.

PARCEL 4

A parcel of land located in the NE 1/4 of section 19, Township 7 South, Range 8 West, P.M., County of Beaverhead, State of Montana, and more completely described as follows:

Beginning at the intersection of Center Street and Dakota Street centerlines, thence, N17°00'00" E 352.00 feet to the TRUE POINT OF BEGINNING, thence, first course, N07°00'00" E 204.12 feet, thence, second course, S88°30'31" W 72.94 feet, thence, third course, S44°00'00" E 177.00 feet, thence, fourth course, S08°00'00" E 47.78 feet, thence, fifth course, S10°00'00" W 115.00 feet, thence, sixth course, S28°00'00" E 182.23 feet, thence, seventh and final course, N07°00'00" E 204.12 feet to the point of beginning. Said parcel containing 1.207 acres.

The survey was completed April 21, 1999.
Bearings based on the record bearing of Center Street, City of Dillon, Montana.

PURPOSE OF SURVEY

PARCEL 1 AND PARCEL 2

This survey is filed with the intent to qualify for the exemption found in Section 76-3-207 (2)(a), MCA.

To wit: the relocation of common boundaries in a platted subdivision.

PARCEL 3 AND PARCEL 4

Parcel 3 and parcel 4 are to be dedicated for use as streets and alleys and as such do not create new parcels of land.

OWNER'S CERTIFICATION

PARCELS 1 & 2

A platted subdivision and this five or fewer lots are effective, and no additional lots are hereby created, hereafter, this survey is exempt from review as a subdivision pursuant to Section 76-3-207(1)(c), MCA.

PARCELS 3 & 4

I hereby certify that parcels three and four are to be dedicated to the public for use as streets and alleys.

CITY OF DILLON

By: George C. Larson
George C. Larson, Mayor

CERTIFICATE OF NOTARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th day of May, 1999.

NOTARY PUBLIC FOR THE STATE OF Montana

RESIDING AT Dillon, MT

NOTARY SIGNATURE AND SEAL: Andrew S.

MY COMMISSION EXPIRES 12-15-02

WESTERN MONTANA COLLEGE OF THE UNIVERSITY OF MONTANA

By: Shirley Swartz
D: Shirley Swartz, Chancellor

CERTIFICATE OF NOTARY

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th day of May, 1999.

NOTARY PUBLIC FOR THE STATE OF Montana

RESIDING AT Dillon, MT

NOTARY SIGNATURE AND SEAL: Andrew S.

MY COMMISSION EXPIRES 12-15-02

Certificate of City Council

It is hereby certified that the accompanying plat of the following described lands: A parcel of land located in the NE 1/4 of section 19, T7S, R8W, P.M., and more completely described as follows:

Dillon City Park was examined by the City Council of the City of Dillon, Beaverhead County, State of Montana, at its regular meeting on the 23rd day of May, 1999, that it was found by them to conform to law, that it conforms to city ordinances of the City of Dillon created in accordance with its comprehensive zoning and its accompanying certificate(s) are already approved and accepted.

City Council: Andrew S.
By: George C. Larson
George C. Larson, Mayor

CERTIFICATE

I hereby certify that I am a Registered Land Surveyor in the State of Montana, that the Survey represented on this Certificate of Survey has been executed under my supervision in accordance with the requirements of law, that to the best of my knowledge, the Survey is true and correct as shown and that all measurements set, together with those found, are of the type shown, and are sufficient to locate the Survey to be recorded.

By: William H. Anderson, P.E., P.L.S. #55225

2025525
CLERK AND RECORDER

I, George C. Larson, Clerk and Recorder of Beaverhead County, Montana, do hereby certify that the foregoing instrument was filed in my office this 24th day of May, A.D., 1999, 10:24 A.M. in the records of the County Clerk and Recorder, Beaverhead County, Montana.

By: George C. Larson
George C. Larson, Clerk and Recorder



DEWANS NUMBER: 1124
OWNER: City of Dillon, MT
DEWANS NUMBER: 1124
OWNER: City of Dillon, MT
DEWANS NUMBER: 1124
OWNER: City of Dillon, MT

RECORDED IN ACCORDANCE WITH SECTION 76-3-207(1)(c), MCA
COUNTY CLERK AND RECORDER
FILED: 2025525

ANDERSON
W. H. Anderson & Associates
Consulting Engineers
33 S. 1st Street / P.O. Box 1414 / Dillon, MT 59503
PHONE: (406) 683-2814 FAX: (406) 683-2821
CITY OF DILLON - W.M.C.
BOUNDARY RELOCATION SURVEY
SCALE: 1"=50' SHEET 2 OF 2 DATE: 4-21-99



INDEXED
PLATED

EASEMENT AGREEMENT

THIS GRANT OF EASEMENT, made the 28th day of November, 2005, by The University of Montana-Western, Dillon, Montana, acting through the Board of Regents, hereinafter called the Grantor, and the City of Dillon, 125 North Idaho Street, Dillon, Montana, hereinafter called the City and the National Affordable Housing Network, hereafter NAHN of P.O. Box 3706, Butte, Montana, 59702, Grantees.

WITNESSETH

Grantor, for and in consideration of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, and other good and valuable consideration including facilitation of University access to sewer and electrical utilities needed for athletic utilization of Vigilante Field, and or by affording a direct way for travel along the northern side of Vigilante Field, rather than the present use of the surrounding streets none of which is presently closer to the facility than several hundred feet, does hereby grant and convey to the City of Dillon, its successors and assigns, the following perpetual non-exclusive easement rights, over and under and along an existing road way described and identified as Vigilante Drive in Dillon, Montana.

- (a) a right-of-way to permit the City of Dillon to operate, maintain, replace and expand an existing sewer line buried in the street known as Vigilante Drive,
- (b) a right-of-way for access and egress to benefit the persons living on the south side of the lots of the Thomsen Avenue addition to afford them, their guests and invitees to their properties,
- (c) an easement for a 10 foot wide bike path extending from the easement edge of the property to the point where Vigilante Drive meets the City of Dillon property.

The University also grants to National Affordable Housing Network and to its successor owners on Lots 9A, 9B, 9C and 9D, an emergency access and egress from the intersection of the driveway between Lots 9A and 9B and Lots 9C and 9D with Vigilante Drive, thence westerly to the intersection of Vigilante Drive with City of Dillon property.

The easement shall consist of a 20 foot wide easement extending along the northern most side of the Grantors property located in NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 19, Township 7 South, Range 8 West, M.P.M., Beaverhead County, Montana. The easement is shown and more particularly described on Exhibit A and attached hereto and incorporated herein by reference

This easement is granted subject to the following reservations by the Grantor:

1. The right for agents, employees of Grantor, and the general public to park on the southern most side of the easement, and the right for the Grantor or its agents to restrict access to the easement by the general public in order to control parking during events held at the University of Montana-Western athletic field.
2. The right to use the road for all purposes in such a manner deemed necessary or desirable by Grantor in connection with the protection, administration, management, operation and utilization of Grantor's adjoining property as will not interfere unreasonably with the City of Dillon's use of the road.

This grant of easement shall run with the land and shall be binding upon and inure to the benefit of the parties to this easement, their respective heirs, successors and assigns forever. Neither the Grantees, nor their successors and assigns, by this grant, will acquire any interest in or to the land described above belonging to the Grantor save and except the rights of access, operation, and maintenance set out herein.

By the granting of this road easement, Grantor does not assume any liability or responsibility for maintaining or improving the travel-way located over and across the road easement. Further, nothing contained herein gives any Grantee the right to require the Grantor to

maintain, improve or otherwise make the travel-way accessible. This grant does not give any further rights to third parties not mentioned herein and the road right-of-way granted to the City is limited to the right to operate, install, maintain, and repair the sewer line and the bike path, and the emergency access granted to the National Affordable Housing Network.

IN WITNESS WHEREOF, the Grantor has executed and conveyed this easement the day and year first above written.

The State of Montana Board of Regents
University of Montana-Western

By *Richard Storey*
Richard Storey, Chancellor
University of Montana-Western

STATE OF MONTANA)
)ss.
County of Beaverhead)

This instrument was acknowledged before me on this 28th day of NOVEMBER 2005, by Richard Storey, as Chancellor of the University of Montana-Western.

Amberly A. Pahut
Notary Public for the State of Montana
Amberly A. Pahut
Print

Residing at: Dillon, Montana

My Commission Expires: February 7, 2006



QUIT CLAIM DEED

THIS INDENTURE is made this 26 day of May, 1999, by and between the CITY OF DILLON, 125 North Idaho Street, Dillon, Montana 59725, Party of the First Part, and BOARD OF REGENTS OF HIGHER EDUCATION, for WESTERN MONTANA COLLEGE OF THE UNIVERSITY OF MONTANA, of 710 South Atlantic Street, Dillon, Montana 59725, Party of the Second Part.

WITNESSETH: That the said Party of the First Part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, in hand paid by the Party of the Second Part, receipt of which is hereby acknowledged, does hereby convey, remise, release and forever quitclaim unto the Party of the Second Part, and to its heirs and assigns, all right, title and interest in and to the following described real estate, situated in the County of Beaverhead State of Montana, to wit:

Parcel 1 of ^{Boundary Relocation} ~~Certificate~~ of Survey ~~District~~, recorded May 13, 1999, under Recorder's Reception No. 235863, records of Beaverhead County, Montana.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, dower, right of dower, property, possession, claim and demand whatsoever as well in law as in equity, of the Party of the First Part, of, in or to the said premises and every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the said premises, with the appurtenances thereto belonging, unto the said Party of the Second Part, its heirs and assigns, forever.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set its hand and seal the day and year first above written.

CITY OF DILLON

By: George C. Warner
George Warner, Mayor

236380

ATTEST

Fay Jones, City Clerk

STATE OF MONTANA)
COUNTY OF BEAVERHEAD)

ss.

STATE OF MONTANA - COUNTY OF BEAVERHEAD ss
Recorded on the 13 day of July
19 99 at 3:10
o'clock P. M. Book 296 Page 1171
James A. Johnson
County Recorder
By: Christy L. Johnson
Deputy Recorder
#600 Hoffman & Swanson
P.O. Box 1366 - Dillon

PLATTED

INDEXED

This instrument was acknowledged before me this 26 day of May, 1999, by George Warner and Fay Jones, as the Mayor and City Clerk, respectively of the CITY OF DILLON.

Christy L. Johnson
Notary Public for State of Montana

My Commission expires: 10-13-00

(SEAL)

