

Cover page for:

**Preliminary Title Insurance Schedules
(with copies of recorded exceptions)**

Preliminary title insurance schedules prepared by:

Chouteau County Abstract Co.

(File Number: 30917-002)

**Auction Tracts 1 & 2
(Chouteau County, Montana)**

For sealed bid auction, with 5/25/2022 bid deadline, conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

**BOKF, N.A., as Trustee of The Robert W. Emanuel and Byrdie L.
Emanuel Revocable Trust**

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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 EXTRA CONTRACTUAL 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, First American Title Insurance Company, a 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 Amount of Insurance 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.

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
 - f. Schedule B, Part II-Exceptions.
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 is not 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.
- 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.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data for reference only:

Chouteau County Abstract Co.
910 13th Street, P.O. Box 578, Fort Benton, MT 59442
ALTA® Registry ID: 1076988

COMMITMENT NO. A 30917-002

Revision No.:

SCHEDULE A

1. **Commitment Date:** April 28, 2022 at 07:00 AM.
2. **Policy or Policies to be issued:**

	Amount	Premium
(a) Owners Standard Policy	\$ Fair market value/winning bid amount	
Proposed Insured: TO BE DETERMINED, and approved by Company		
(b) ALTA Lenders Loan Policy	\$	\$
Proposed Insured:		
(c) 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:**

BOKF, NA, d/b/a Bank of Oklahoma, Trustee of the Robert E. Emanuel and Byrdie L. Emanuel, Irrevocable Trust, dated November 13, 1998
5. **The Land is described as follows:**

Township 27 North, Range 5 East, P.M.M., Chouteau County, Montana
Section 9: S½N½, S½
Section 10: All

FIRST AMERICAN TITLE INSURANCE COMPANY

By: *Pamela D. Mann, Agent*
Chouteau County Abstract Co.

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**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. You must give us the following information
 - a. Any off-record leases, surveys, easements, rights of way, etc.
 - b. Statement(s) of identity, all parties, if asked for.
5. 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.
6. We require a copy of the trust agreement and any amendments to the Robert E. Emanuel and Byrdie L. Emanuel, Irrevocable Trust, dated November 13, 1998. The forthcoming deed must be executed in conformity with powers granted to the trustee by the trust agreement.
7. We require proof that if the buyer is an entity that it is a legal entity registered with the State. Additional requirements may be required by Company.
8. The policy liability contemplated by this transaction may exceed 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.

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**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, interest 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 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 lien, or right 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 record.
8. 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.

Continued

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<p>Form 5030030-BI&BII (5-11-17)</p>	<p>ALTA Commitment for Title Insurance (8-1-16) Montana – Schedule BI & BII</p>

**SCHEDULE B, PART II
EXCEPTIONS**

- 9. Reservations contained in the various patents to said lands from the United States of America, such reservations, as recorded in the records of Chouteau County, Montana, being substantially as follows: Reservations as to water rights, right of ways for ditches and canals.
- 10. County road rights-of-way not recorded and indexed as a conveyance 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 Chouteau to use and occupy those certain roads and trails as depicted on the county road maps on file in the office of the Chouteau County Clerk and Recorder's Office.
- 11. General and special taxes and assessments required to be paid for the year 2021 and subsequent years. The 2022 taxes are now an accruing lien, but not yet payable.

General and special taxes and assessments for the year 2021:


First half : \$ 1,918.17 - Paid
 Second half : \$ 1,918.14 - Paid
 Total for year : \$ 3,836.31
 Tax Roll No. : 2322

- 12. Easement, dated November 4, 1974, filed April 23, 1975, as Document No. 375726, in Book 52 of Miscellaneous Records, page 900, granted by Chouteau County, Montana, to TIBER COUNTY WATER DISTRICT for a rural water system in, on, beneath, over and across all of the roads, highways and road right-of-ways as shown on the plat attached thereto.

End of Schedule B

(Copies available upon Request)

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Privacy Notice
CHOUTEAU COUNTY ABSTRACT COMPANY

Effective: October 1, 2019
Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

04/28/22
10:36:18

CHOUTEAU COUNTY
Chouteau County Treasurer
PO Box 459
Fort Benton, MT 59442
406-622-5032
Property Tax Query

Page: 1
Tax ID: 2322
Type: REAL

Name & Address	TW Rang SC	Description
BOKF NA DBA BANK OF OKLAHOMA	ETAL	27N/05E /09
BOK PLACE SOUTHERN HILLS		Geo 3863-09-3-04-04-0000
5727 S LEWIS AVE STE 800		S2N2, S2
TULSA OK 74105-7149		27N/05E /10
		Geo 3863-10-1-01-01-0000
		ALL

	YR	Int Date	Due date	Tax Amount	Penalty	Interest	Total Year
Paid	21	11/15/21	11/30/21	1,918.17			3,836.31
Paid	21	11/15/21	05/31/22	1,918.14			
Paid	20	11/09/20	11/30/20	1,990.14			3,980.26
Paid	20	11/09/20	05/31/21	1,990.12			
Paid	19	11/04/19	11/30/19	1,977.54			3,955.05
Paid	19	11/04/19	05/31/20	1,977.51			
Paid	18	11/23/18	11/30/18	2,119.02			4,237.98
Paid	18	11/23/18	05/31/19	2,118.96			
Paid	17	12/08/17	11/30/17	2,162.50	43.26	4.74	4,372.96
Paid	17	11/13/17	11/30/17	-2,162.50			
Paid	17	11/13/17	11/30/17	2,162.50			
Paid	17	12/08/17	05/31/18	2,162.46			
Paid	17	11/13/17	05/31/18	-2,162.46			
Paid	17	11/13/17	05/31/18	2,162.46			
Paid	16	11/28/16	12/16/16	1,934.31			
Paid	16	11/28/16	05/31/17	1,934.30			
Paid	15	11/05/15	11/30/15	1,879.80			3,759.56
Paid	15	11/05/15	05/31/16	1,879.76			
Paid	14	11/17/14	11/30/14	1,555.36			3,110.68
Paid	14	11/17/14	05/31/15	1,555.32			
Paid	13	11/12/13	11/30/13	1,541.46			3,082.88
Paid	13	11/12/13	05/31/14	1,541.42			
Paid	12	11/09/12	11/30/12	1,596.33			3,192.65
Paid	12	11/09/12	05/31/13	1,596.32			

Name	TW Rang SC	Legal Description	Acres
2322			
BOKF NA DBA BANK OF OKLAHOMA ETAL	27N 05E 09 S2N2, S2		
BOK PLACE SOUTHERN HILLS	27N 05E 10 ALL		
5727 S LEWIS AVE STE 800	Geocode: 3863-10-1-01-01-0000		
TULSA OK 74105-7149			

Class	Dist	Quantity	Market	Taxable/\$	1120.00
3-1401 Tillable Non-Irrigated Land/Su	1	351.96	109946	2375.00	
3-1601 Grazing Land	1	128.04	7007	151.00	
4-3110 Improvements on Ag Land	1	0.00	17610	238.00	
3-1401 Tillable Non-Irrigated Land/Su	1	547.38	172561	3727.00	
3-1601 Grazing Land	1	92.62	2262	49.00	
99-0841 CHOUTEAU CO SOIL & WATER	SOIL	0.00	0	6540.00	

375726

EASEMENT

900

APR 23 1974

HURLBUT, KERSICK & McCULLOUGH

The Grantor, CHOUTEAU County, a political sub-division of the State of Montana, for and in consideration of the sum of One and no/100ths Dollars, to it in hand paid, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey and confirm unto TIBER COUNTY WATER DISTRICT, with an address of Ledger, Montana, and its successors and assigns, temporary and perpetual assignable easements and rights-of-way for the purposes and uses hereinafter mentioned in, on, beneath, over and across the following described land situated in the County of Chouteau, State of Montana, to-wit:

All of the roads, highways and road rights-of-way situated in Chouteau County, Montana as shown on the attached plat hereunto annexed and by this reference made a part hereof.

The perpetual and assignable easement and right-of-way hereby granted includes and covers a tract of land 10 feet in width in, on, beneath, over and across the above described highways, roads and road rights-of-way for the location, construction, operation, repair, maintenance and patrol of underground water lines and appurtenances thereto together with the right of ingress and egress thereto for such purposes.

Tiber County Water District agrees to repair any roads damaged by the aforesaid construction.

IN WITNESS WHEREOF, this instrument is executed the 4 day of ~~November~~ November 1974.

CHOUTEAU COUNTY, MONTANA

By P. E. Peres

Chairman of the Board of County Commissioners of Chouteau County, Montana

Document No. 375726
Filed April 23, 1975 at 10 A.M.
Book 52 of Misc., page 900
Office of the Clerk & Recorder
Chouteau County, Montana

ATTEST:

George W. Harvey

Clerk and Recorder of Chouteau County, Montana

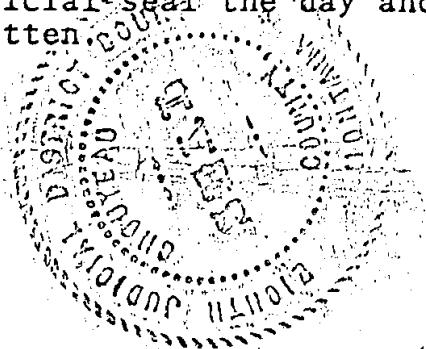
STATE OF MONTANA

County of Chouteau

On this 4 day of November, 1974, before me, the undersigned Notary Public for the State of Montana, personally appeared P. E. PERES

known to me to be the Chairman of the Board of County Commissioners of Chouteau County, Montana who executed the within instrument and acknowledged to me that such Chairman of the Board of County Commissioners of Chouteau County, Montana executed the same.

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



Louise V. Sagan, Clerk of Court

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

EASEMENT

The Chouteau County Commissioners here by grant to the Tiber County Water District, a public water utility, a perpetual easement to construct, operate and maintain a rural water system over, across, under and paralled to Chouteau County Roads and Highways as shown on the attached plat labeled Exhibit "A" which shall be made part here of.

These tracts or strips of lands required are more particularly described as follows.

Tracts or strips of land ten (10) feet in width being five (5) feet on each side of a centerline located parallel to and ten (10) feet distance from the existing right-of-way boundary; also.

Tracts or strips of land ten (10) feet in width being five (5) feet on each side of a centerline located perpendicular to and crossing both right-of-way boundaries of the particular road way.

Date Nov 4, 1974

P. E. Peters
Commissioner
James L. White Jr.
Commissioner
Blair L. Skadone
Commissioner

375726

STATE OF MONTANA, } ss.
COUNTY OF CHOUTEAU, }

Filed for record the 23rd day of
April A. D. 1975 at 10:00
o'clock 9 A.M. and recorded in book
of Misc on page 900-902
records Chouteau County, Montana.
George W. Harvey
County Recorder
By Mildred L. Meredith Deputy

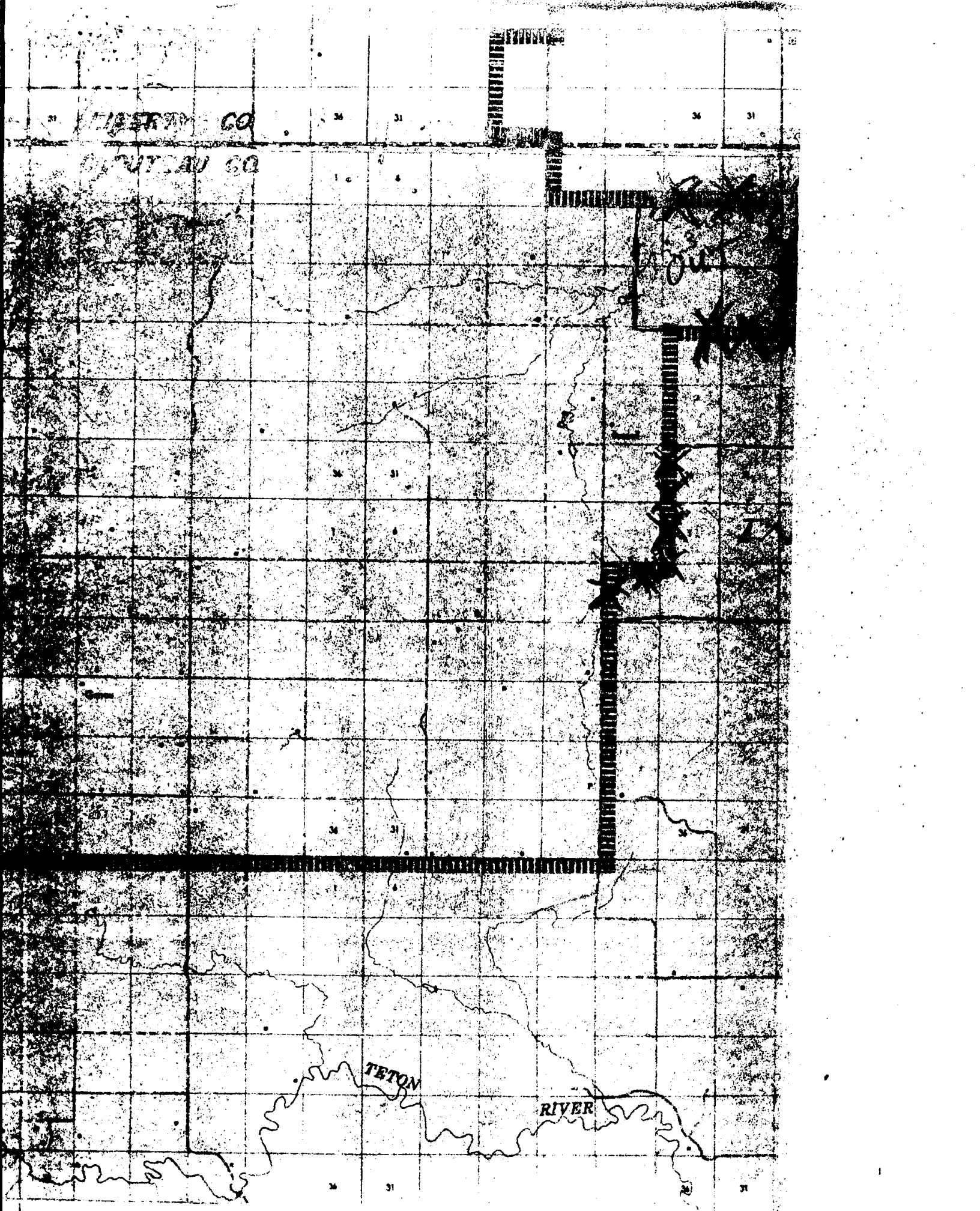
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Ret. Kallfleisch

ABSTRACTER'S NOTE: Plat attached which outlines Sections 3, 4, 5, 6, Twp. 25 N., Rge. 3 E., M. M. Sections 4, 5, 6, 7, 8, 9, Twp. 26 N., Rge. 6 E., M. M., Sections 1 to 12, 15 to 22, 27 to 34, Twp. 26 N., Rge. 5 E., M. M., All Twp. 26 N., Rge. 4 E., M. M.; All Twp. 26 N., Rge. 3 E., M. M. All Twp. 27 N., Rge. 3 E., M. M. All Twp. 27 N., Rge. 4 E., M. M. Sections 4 to 11, 14 to 23 and 26 to 36, Twp. 27 N., Rge. 5 E., M. M. Sections 31, 32, 33, Twp. 27 N., Rge. 6 E., M. M.

See record for copy of plat attached.

TIBETAN CO
MONTANA



TETON RIVER

LINE EXISTING 8" ABM WATER MAIN

R 4E
R 5E

R 5E
R 6E

SCALE

BASE MAP FURNISHED BY MONTANA DEPARTMENT OF HIGHWAYS

LIBERTY CO.
CHOUTEAU CO.

RIVER

TETON

IDE LINE IS
TRICT BOUNDARY

--- COUNTY LINE

..... EXISTING 8" ABM WATER MAIN

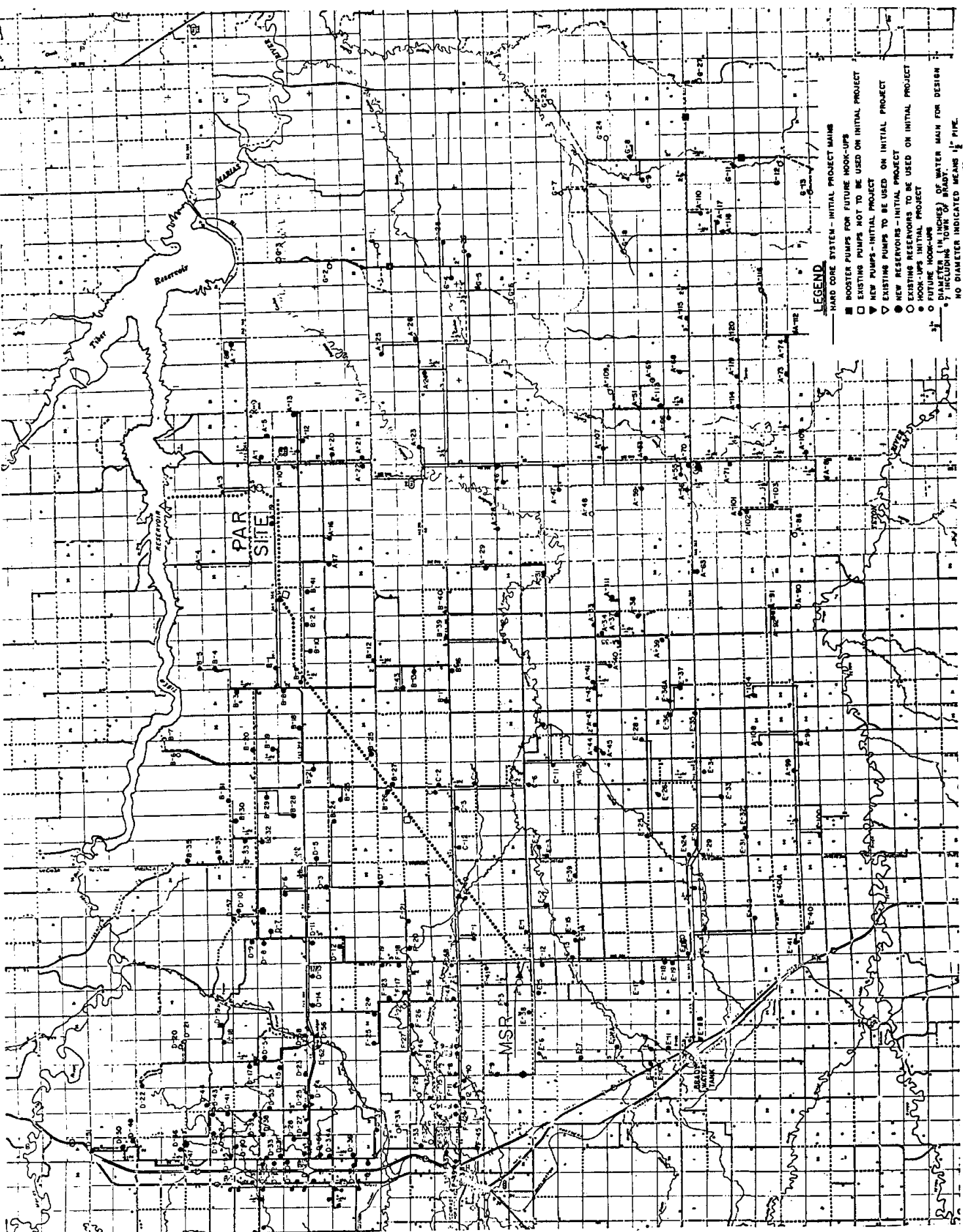
R2E
R3E

R3E
R4E

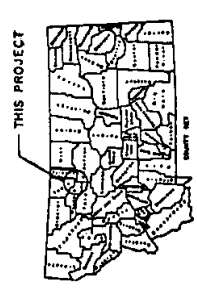
R4E
R5E

SCALE

BASE MAP FURNISHED BY MONTANA DEPARTMENT



- LEGEND**
- 12" WATER MAIN
 - 18" WATER MAIN
 - 24" WATER MAIN
 - 30" WATER MAIN
 - 36" WATER MAIN
 - 42" WATER MAIN
 - 48" WATER MAIN
 - 54" WATER MAIN
 - 60" WATER MAIN
 - 66" WATER MAIN
 - 72" WATER MAIN
 - 78" WATER MAIN
 - 84" WATER MAIN
 - 90" WATER MAIN
 - 96" WATER MAIN
 - 102" WATER MAIN
 - 108" WATER MAIN
 - 114" WATER MAIN
 - 120" WATER MAIN
 - 126" WATER MAIN
 - 132" WATER MAIN
 - 138" WATER MAIN
 - 144" WATER MAIN
 - 150" WATER MAIN
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**TIBER WATER
USERS ASSOC.
CONRAD, MONTANA**