# 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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

## **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, 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 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.

#### **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

A Stock Company 1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607 (612) 371-1111 www.oldrepublictitle.com



Authorized Officer or Agent

By Monroe President Attest Down Wold Secretary

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ORT Form 4757 DA ALTA Commitment for Title Insurance 2021 v. 01.00 07/01/2021

# **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.
- 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; 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 is not liable for any other amendment to this Commitment.

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#### 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.
- 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.

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### 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.

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# \*\*\*\*\*\* \* OL<u>D REPUBLIC TITLE</u> \*\*\*\*

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?	<ul> <li>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</li> <li>Social Security number and employment information</li> <li>Mortgage rates and payments and account balances</li> <li>Checking account information and wire transfer instructions</li> <li>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</li> </ul>				
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 informa	Does Old Republic Title share?	Can you limit this sharing?		
For our everyday business purposes - such process your transactions, maintain your acco or respond to court orders and legal investigation report to credit bureaus	Yes	Νο		
For our marketing purposes - to offer our products and services to you		No	We don't share	
For joint marketing with other financial comp	oanies	No	We don't share	
For our affiliates' everyday business purpose information about your transactions and experier		Yes	No	
For our affiliates' everyday business purpose information about your creditworthiness	es -	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	
Go to <u>w</u>	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 name 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 <u>https://www.oldrepublictitle.com/privacy-policy</u> .					
How does Old Republic Title collect my personal information?	<ul> <li>We collect your personal information, for example, when you:</li> <li>Give us your contact information or show your driver's license</li> <li>Show your government-issued ID or provide your mortgage information</li> <li>Make a wire transfer</li> <li>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> </ul>					
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only:</li> <li>Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for non-affiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</li> </ul>					
Definitions						
Affiliates	<ul> <li>Companies related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>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., and Mississippi Valley Title Services Company.</li> </ul>					
Non-affiliates	<ul> <li>Companies not related by common ownership or control. They can be financial and non-financial companies.</li> <li>Old Republic Title does not share with non-affiliates so they can market to you</li> </ul>					
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • Old Republic Title doesn't jointly market.					

Affiliates Who May be Delivering This Notice						
American First Title and Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Compass Abstract, Fund Services, LLC Inc.		eRecording Partners Network, LLC		
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company		
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.		
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company		
Old Republic Title Company	Old Republic Title Company of Conroe	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 Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.		
Republic Abstract and Settlement, LLC	Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC			



## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

#### ALTA 2021 COMMITMENT FOR TITLE INSURANCE Issued By OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Issuing Agent:The Title TeamIssuing Office:108 4th St. SE, Sidney, MT 59270ALTA® Registry ID:Commitment No.:Commitment No.:S24-0226Issuing Office File No.:S24-0226Property Address:Raw Land, Sidney, MT 59270

#### SCHEDULE A

- 1. Commitment Date: July 18, 2024 at 12:00 AM
- 2. The Title is, at the Commitment Date, vested in:

MPEG Land Developement LLC

3. The Land is described as follows:

A tract of land located within the SE<sup>1</sup>/<sub>4</sub> of Section 29, Township 23 North, Range 59 East, P.M.M., Richland County, Montana, more particularly described as follows:

Commencing at the northwest corner of Tract 1A C.O.S. 27-861 as recorded in the Richland County Recorders office; the Point of Beginning; thence along the west line of Tract 1A of C.O.S 27-861, S00°00'47"W a distance of 385.48 feet; thence N66°40'16"W along the USBR Drainage Ditch a distance of 237.72 feet; thence N63°32'13"W along said USBR Drainage Ditch a distance of 128.60 feet; thence N61°25'00"W along said USBR Drainage Ditch a distance of 515.67 feet to rebar and cap set on the USBR Drainage Ditch; thence S89°04'34"E a distance of 786.43 feet to the Point of Beginning, more particularly described as Tract 1C of Certificate of Survey Number 27-869, filed in the office of the Clerk and Recorder of Richland County, Montana, as Document Number 571772. LESS AND EXCEPT the Final Plat of Phase I The Homestead Subdivision recorded as Document No. 591288.

Deed Reference: A156/171

The Title Team

Lynn Cole, Authorized Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY A Stock Company 1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607 (612) 371-1111 www.oldreoublicitile.com

B۱ President

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# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

### ALTA 2021 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.

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## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

### ALTA 2021 COMMITMENT FOR TITLE INSURANCE Issued By OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

### SCHEDULE B, PART II

#### EXCEPTIONS

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.

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

- 1. 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.
- 2. Rights or Claims of parties in possession not shown by the public records.
- 3. Easements or claims of easements not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
- 5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
- 6. Any water or well rights, or rights to title to water or claims thereof, in, on or under the land.
- 7. Unpatented mining claims, reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
- 8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.
- 9. 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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ALTA 2021 Commitment Schedule B - 07-01-2021

#### SCHEDULE B, PART II (Continued)

- 10. County road rights-of-way the existence of which is dependent in whole or in part upon writings which have not been recorded and indexed as conveyances in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, MCA.
- 11. General county taxes for the year 2024, which are now a lien but not yet computed or payable.
- 12. General taxes and assessments for the year 2023 in the amount of \$677.68 are PAID in full. Tax ID No. 8678
- Terms, conditions, restrictions, and easements as disclosed on said plat of Certificate of Survey No.
   27-717 ~ Agriculture Exemption
   \*NOTE ~ contains agricultural covenant
- 14. Terms, conditions, restrictions, and easements as disclosed on said plat of Certificate of Survey No. 27-869 ~ Agriculture Exemption
- 15. Exceptions and Reservations as contained in Deed

Executed by:	Eugene Sondeno and Judy R. Sondeno
Recorded:	August 21, 2012
Book/Page	A156/123
As follows:	Perpetual Easment and Right of Way

16. Unrecorded leaseholds if any; rights of parties in possession other than the vestees herein; rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein; and rights of tenants to remove trade fixtures

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#### **PRIVACY POLICY NOTICE**

The Title Team Co., DBA The Title Team, also doing business as: Mandan Guaranty and Title Company, Dickinson Guaranty and Title Company, Minot Guaranty and Escrow Company, McKenzie County Guaranty and Title, Grand Forks Abstract and Title Co., Pennington County Abstract and Title LLC, and Strander Abstract and Title LLC, Consolidated Title Services, Guaranty & Title Company, McLean County Abstract, North Shore Title, Richland County Title, Wadena County Abstract Company, Jenkinson Abstract, Jackson County Abstract, Noble Escrow & Title, McLeod County Abstract & Title Services, Alexandria Title Company, DCA Title, and Pennington Title.

#### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non-public information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with GLBA we are providing you with this document, which notifies you of the privacy policies and practices of The Title Team Co. DBA The Title Team, also doing business as: The Mandan Guaranty and Title Company, The Dickinson Guaranty and Title Company, The Minot Guaranty and Escrow Company, Grand Forks Abstract and Title Co., Pennington County Abstract and Title LLC, Strander Abstract and Title LLC, Consolidated Title Services, Guaranty & Title Company, McLean County Abstract, North Shore Title, Richland County Title, Wadena County Abstract Company, Jenkinson Abstract, Jackson County Abstract, Noble Escrow & Title, McLeod County Abstract & Title Services, Alexandria Title Company, DCA Title, and Pennington Title.

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms;

Information about your transactions we secure from our files, or from The Title Team Co. DBA The Title Team, also doing business as: The Mandan Guaranty and Title Company, The Dickinson Guaranty and Title Company, The Minot Guaranty and Escrow Company, Grand Forks Abstract and Title Co., Pennington County Abstract and Title LLC, Strander Abstract and Title LLC, Consolidated Title Services, Guaranty & Title Company, McLean County Abstract, North Shore Title, Richland County Title, Wadena County Abstract Company, Jenkinson Abstract, Jackson County Abstract, Noble Escrow & Title, McLeod County Abstract & Title Services, Alexandria Title Company, DCA Title, and Pennington Title, or others; Information we received from a consumer-reporting agency;

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non-public personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non-affiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance; Non-financial companies such as envelope stuffers and other fulfillment service providers.

# WE DO NOT DISCLOSE ANY NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information.

# BOOK A 156 PAGE 171

Return to:

MPEG Land Development LLC 2825 3<sup>rd</sup> Avenue North, Suite 600 Billings MT 59101 572072 BOOK: 156 DEEDS PAGE: 171 Pages: 3 STATE OF MONTANA RICHLAND COUNTY RECORDED: 08/31/2012 4:29 KOI: W.D. STEPHANIE VERHASSELT CLERK AND RECORDER FEE: \$21.00 BY: CLERK AND RECORDER TO: MPEG LAND DEVELOPMENT LLC 2825 3RD AVE NORTH SUITE 600,

#### WARRANTY DEED

This Indenture, Made the <u>3</u>/ day of <u>August</u> A. D. <u>Two Thousand and Twelve</u>.

BETWEEN <u>Roger L. Byer and Donald L. Byer</u> PARTIES of the FIRST PART and <u>MPEG Land</u> <u>Development, LLC of 2825 3<sup>rd</sup> Avenue North, Suite 600, Billings MT 59101</u> the PARTY of the SECOND PART;

WITNESSETH, that the said PARTIES of the FIRST PART, for and in consideration of the sum of One dollar and other Valuable Consideration---Dollars (\$ <u>1.00 ovc</u>) lawful money of the United States of America to them in hand paid by said PARTY of the SECOND PART, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey, warrant and confirm unto the said PARTY of the SECOND PART, and to its successors and assigns forever, the hereinafter described real estate situated in the city or town of Sidney, County of Richland, and State of Montana, to-wit:

#### **SEE EXHIBIT A**

#### Subject to all reservations, covenants, easements and rights of way of record.

TOGETHER, with all and singular the hereinbefore described premises, all tenements, hereditaments, and appurtenances thereto belonging or in anyway appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, right of dower and right of homestead, possession, claim and demand whatsoever, as well in law as in equity, of the said PARTIES of the FIRST PART, of, in or to the said premises and every part and parcel thereof, with the appurtenances thereto belonging. TO HAVE AND TO HOLD, all and singular the above mentioned and described premises unto the said PARTY of the SECOND PART, and to its successors and assigns forever.

And the said PARTIES of the FIRST PART and their successors and assigns, do hereby covenant that they will forever WARRANT and DEFEND all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said PARTY of the SECOND PART, and to its successors and assigns against all acts and deeds of the said PARTIES of the FIRST PART, and all and every person and persons whomsoever lawfully claiming or to claim the same.

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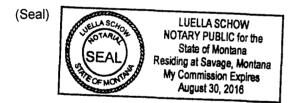
IN WITNESS WHEREOF, the said PARTIES of the FIRST PART have hereunto set their hands and seals the day and year first hereinbefore written.

akt & 33 yrs

STATE OF MONTANA ) County of Richland ) ss.

On this <u>31<sup>st</sup></u> day of <u>August</u> in the year of <u>2012</u> before me the undersigned, a Notary Public for the State of Montana, personally appeared <u>Roger L. Byer and Donald L. Byer</u> known to me\_\_\_\_\_\_(or proved to me on oath of \_\_\_\_\_\_) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



12000

Notary Public for the State of Montana Printed Name: \_\_\_\_\_\_ Residing at: \_\_\_\_\_\_ My Commission Expires: \_\_\_\_\_

....

- Exhibit A -

#### **RICHLAND COUNTY, MONTANA**

Tract 1: A tract of land located within the SE¼ of Section 29, Township 23 North, Range 59 East, P.M.M., Richland County, Montana, more particularly described as follows:

Commencing at the southwest corner of Tract 1A, C.O.S. 27-861 as recorded in the Richland County Recorders office the point of Beginning; thence N89°54'52"W a distance of 809.23 feet; thence N00°06'46"W a distance of 30.30 feet to the North Right of Way of Fourth Street N.W.; thence with said Right of Way N89°53'36"W a distance of 709.99 feet to the East Right of Way of Fourteenth Avenue; thence with said Right of Way N00°00'12"W a distance of 733.30 feet to a point on the USBR Drainage Ditch; thence S88°33'35"E a distance of 230.99 feet; thence N77°56'12"E along said USBR Drainage Ditch a distance of 465.58 feet; thence S64°54'38"E along said USBR Drainage Ditch a distance of 191.39 feet; thence S69°47'54"E along said USBR Drainage Ditch a distance of 191.39 feet; thence S67°52'44"E a distance of 235.65 feet along the southern boundary of the USBR Drainage Ditch to a point on the west line of said Tract 1A; thence S00°00'47"W a distance of 498.98 feet to the Point of Beginning, more particularly described as Tract 1B of Certificate of Survey Number 27-869, filed in the office of the Clerk and Recorder of Richland County, Montana, as Document Number 571772.

Tract 2:A tract of land located within the SE¼ of Section 29, Township 23 North, Range 59East, P.M.M., Richland County, Montana, more particularly described as follows:

Commencing at the northwest corner of Tract 1A, C.O.S. 27-861 as recorded in the Richland County Recorders office; the Point of Beginning; thence along the west line of Tract 1A of C.O.S. 27-861, S00°00'47"W a distance of 385.48 feet; thence N66°40'16"W along the USBR Drainage Ditch a distance of 237.72 feet; thence N63°32'13"W along said USBR Drainage Ditch a distance of 128.60 feet; thence N61°25'00"W along said USBR Drainage Ditch a distance of 515.67 feet to a rebar and cap set on the USBR Drainage Ditch; thence S89°04'34"E a distance of 786.43 feet to the Point of Beginning, more particularly described as Tract 1C of Certificate of Survey Number 27-869, filed in the office of the Clerk and Recorder of Richland County, Montana, as Document Number 571772.

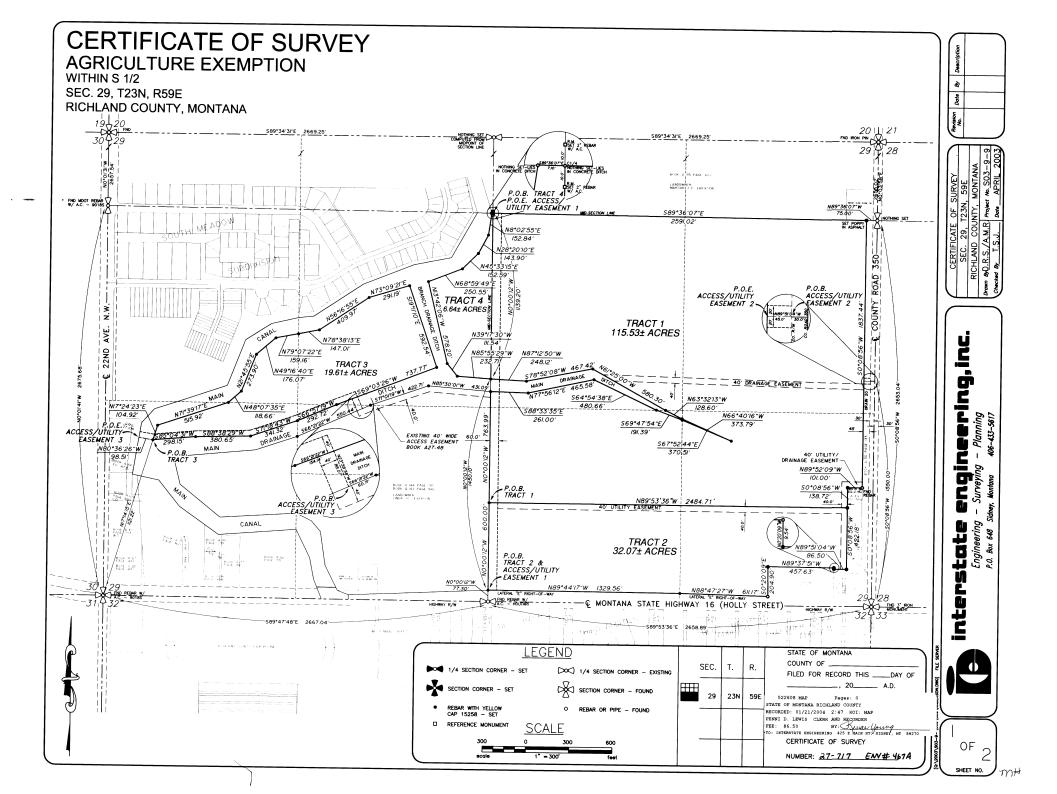
# **Richland County | Detail**

Date: 07/25/24Richland County TreasurerTax ID: 8678Time: 11:50:58 am201 West MainType: RealSidney, MT 59270Sidney, MT 59270Sidney

Name and Address MPEG LAND DEVELOPMENT LLC 2101 OVERLAND AVE BILLINGS MT 59102-6456 Property Tax Query TW Range SC Description 23N/59E /29 Geo 3444-29-4-01-15-0000 C.O.S. 27-869, PARCEL 1C

	YR	Int. Date	Tax Date	Tax Amt	Penalty	Interest	Total Amt
Paid	23	11/29/23	11/30/23	328.40	0.00	0.00	677.68
Paid	23	05/20/24	05/31/24	349.28	0.00	0.00	
Paid	22	11/03/22	11/30/22	485.79	0.00	0.00	971.54
Paid	22	05/08/23	05/31/23	485.75	0.00	0.00	
Paid	21	11/03/21	11/30/21	468.46	0.00	0.00	936.91
Paid	21	05/09/22	05/31/22	468.45	0.00	0.00	
Paid	20	10/30/20	11/30/20	338.31	0.00	0.00	676.60
Paid	20	05/10/21	05/31/21	338,29	0.00	0.00	
Paid	19	10/28/19	12/02/19	339.48	0.00	0.00	678.94
Paid	19	05/22/20	06/01/20	339.46	0.00	0.00	
Paid	18	10/26/18	11/30/18	2,222.15	0.00	0.00	4,444.27
Paid	18	05/06/19	05/31/19	2,222.12	0.00	0.00	
Paid	17	02/01/18	11/30/17	1,804.61	36.09	33.09	3,678.36
Paid	17	05/03/18	05/31/18	1,804.57	0.00	0.00	
Paid	16	11/28/16	11/30/16	1,369.71	0.00	0.00	2,739.40
Paid	16	05/04/17	05/31/17	1,369.69	0.00	0.00	

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# CERTIFICATE OF SURVEY AGRICULTURE EXEMPTION

WITHIN S 1/2

SEC. 29, T23N, R59E

#### **RICHLAND COUNTY, MONTANA**

TRACT1 Commencing at the South Quarter comer of Section 29, thence ND\*00122W a distance of 677.30 feet to the Point of Beginning; thence ND\*00122W a distance of 763.30 feet; thance on the South side of the Lower Yadowstone Infigition Project Nein Deringe Dich, S86\*3375 E a distance of 201.00 feet; thence continuing on South side of Main Drainage Dich, N7755172E a distance of 4455.58 feet; thence continuing on South side of Main Drainage Dich, N7755172E a distance of 455.58 feet; thence continuing on South side of Main Drainage Dich, N7755172E a distance of 375.1 feet; thence S07557E with a distance of 101.00 feet; thence continuing on South side of Main Drainage Dich, N7755172E a distance of 101.00 feet; thence S0755Feet; the south side of Main Drainage Dich, N775572Feet; the south side of Main Drainage Dich, N775572Feet; the south side of Main Drainage Dich, N7755757E a distance of 101.00 feet; thence south side of Main Drainage Dich, N77557Feet; the sidence of 101.00 feet; thence NB%5578FW a distance of 101 aid tract contains 115.53 acres, more or less.

#### TRACT 2 Comment

1940-12 zg at the South Classier comer of Saction 29, thence NO'00'12'W a detained of 77.30 feet to the Point of Beginning; thence NO'00'12'W a detained of 636 South Saction 20, thence NO'00'12'W a detained of 23 How Saction 20, thence No'00'12'W a detained of 23 How Saction 20, thence NO'00'12'W a detained of 23 How Saction 20, thence No'00'12'W a detained of 23 How Saction 20, thence No'00'12'W a detained of 23 How Saction 20, thence No'00'12'W a detained of 23 How Saction 20, thence No'00'12'W a detained of 23 How Saction 20, thence No'00'12'W a detained of 23 How Saction 20, thence No'00'12'W a detained of 23 How Saction 20, thence No'00'12'W a detained of 23 How Saction 20, thence No'00'12'W a detained of 23 How Saction 20, thence No'00'12'W a detained of 23 How Saction 20, thence No'00'12'W a detained of 23 How Saction 20, thence No'00'12'W a detained of Said tract contains 32.07 acres, more or less

#### TRACT 4

1

Table 1: The East Clarifier of Section 30; there on mid-section 1: the of Section 20, MB/95/07/W distance of 75.00 feet; thence continuing on mid-section line, MB/95/35/7/W a distance of 2521 (2); test to the Point of Segmining; thence 307/01/2; a distance of 1:32 (2); test to the Point of Segmining; thence 307/01/2; a distance of 1:32 (2); test to the Point of Segmining; thence 307/01/2; a distance of 1:32 (2); test to the Point of Segmining; thence 307/01/2; a distance of 1:32 (2); test to the Point of Segmining; thence 307/01/2; a distance 31/32 (2); test to the Point of Segmining; thence 307/01/2; a distance 31/32 (2); test to the Point of Segmining; thence 307/01/2; a distance 31/32 (2); test to the Point of Segmining; thence 307/01/2; a distance 31/32 (2); test to the Point of Segmining. See 31/32 (2); test

ACCESS/UTILITY EASEMENT 1 Commencing at the South Quarter comer of Section 29; thence on mid-eaction line, N0'00'12'W a distance of 77.30 feet to the Point of Beginning of a 60.00 foot wide essement, with 60.00 feet being on the right adde of the following described centerine; thence continuing on mid-eaction line, N0'00'12'W a distance of 17.30 feet to the Point of Beginning of a 60.00 foot wide essement, with 60.00 feet being on the right adde of the following described centerine; thence continuing on mid-eaction line, N0'00'12'W a distance of 17.30 feet to the Point of Englishing of a 60.00 foot wide essement, with 60.00 feet being on the right adde of the following described centerine; thence continuing on mid-eaction line, N0'00'12'W a distance of 17.30 feet to the Point of Englishing of a 60.00 feet being on the right adde of the following

ACCESS/UTILITY EASEMENT 2 Commencing at the South corner of Section 29; thence on the seet line of Section 29, NO'06/56°E a distance of 1550.00 feet; thence N89°51'04°W a distance of 30.00 feet to the Point of Beginning of a 40.00 foot wide essement, with 20.00 feet being on either aide of the following described centerline; thence N89°51'04°W distance 45.00 feet to the Point of Ending.

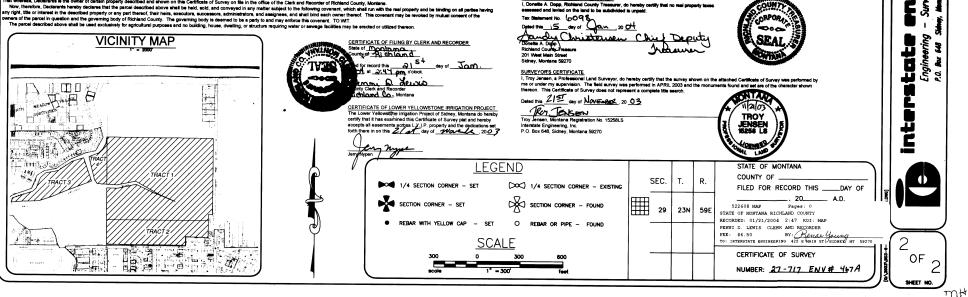
ACCESS/UTLITY EASEMENT 3 Commending at the South Quester dome of Section 29; thence on Indexection line, NOY00127W a distance of 77.30 feet; thence continuing on asid mid-section line NOY00127W a distance of 1363.99 feet; thence on the south side of Main Dainage Dish, S71'011'97W a distance of 42.71 feet; thence continuing on the South disk of Main Dainage Dish, S71'01'197W a distance of 42.71 feet; thence continuing on the South disk of Main Dainage Dish, S71'01'197W a distance of 42.71 feet; thence continuing on the South adds of Main Dainage Dish, S71'01'197W a distance of 42.71 feet; thence continuing on the South adds of Main Dainage Dish, S71'01'197W a distance of 42.71 feet; thence continuing on the South adds of Main Dainage Dish, S71'27W a distance of 40.01 feet of beginning of a 40.00 feet with 40.00 feet on the left disk of Main Dainage Dish, S71'01'197W a distance of 42.71 feet; thence continuing on the south with of the second of disk Doinage Dish, S71'01'197W a distance of 30.01 feet to the Point of Beginning of a 40.00 feet of the lowing described contenting; thence on the North adds of Main Dainage Dish, S80'57'197W a distance of 22.72 feet; thence continuing on the North adds of Main Dainage Dish, S80'57'197W a distance of 232.72 feet; thence continuing on the North adds of Main Dainage Dish, S80'57'197W a distance of 30.05 feet; thence continuing on the North adds of Main Dainage Dish, S80'57'197W a distance of 30.05 feet; thence continuing on the North adds of Main Dainage Dish, S80'57'19'W a distance of 30.05 feet; thence continuing on the North adds of Main Dainage Dish, S80'57'19'W a distance of 30.05 feet; thence continuing on the North adds of Main Dainage Dish, S80'57'19'W a distance of 30.05 feet; thence continuing on the North adds of Main Dainage Dish, S80'57'19'W a distance of 30.05 feet; thence continuing on the North adds of Main Dainage Dish, S80'57'19'W a distance of 30.05 feet; thence continuing on the North adds of Main Dainage Dish, S80'57'19'W a distance of 30.05 feet; then

Basis of Bearing for above descriptions is GPS derived based on the Ham Station (Lonetree) at the Sidney Airport.

#### PROPERTY OWNERS CERTIFICATE

Internation with the second se

anants is the owner of certain property described and shown on this Certificate of Survey on file in the office of the Clerk and Recorder of Richland County, Montana



	Truetor Occar Levy Anderson Helen T. Anderson, Trustee	m TTE	ŝ	8	Judy Hetor James THE	
	State of <u>ARIZONA</u> County of <u>YAVAPAT</u>			v		Description
	On this <u><u><u>747</u></u> day of <u><u>Jecon</u> State of <u><u>AP</u>[<u>ZEN</u>] personally appeared  </u></u></u>	20 <u>29</u> before r	ne, the und	ionaigned a	a Notary Public for the	
	to be the person that executed the same. IN WITNESS WHEREOF, I have here unto set r				Trustees, Trust of Oacer Leroy Anderson, known to me	1
	<u>Carot X. Mukle</u>	5			OFFICIAL STAL	
	Residing at <u>BUC VERDE VALLEY</u> My commission expires <u>1-31-1-4</u>	Series RD,	SKIX	NH,	CAREED AND INVESTIGATION AND AND AND AND AND AND AND AND AND AN	
	Dorothy E. anderson	ton			VARMATING CONTRACTOR	
t;	State of Ax 200					1 नानुक
,	County of $44$ m day of $11$	,2003 before n	ne, the und	lensioned a	Notary Public for the	<b>2001</b> 2001
•		lorothy E. Anderson,	known to m	e to be th	e person that executed the same.	EURVEY R59E MONTANA MONTANA MONTANA MONTANA
	IN WITNESS WHEREOF, I have here unto set a	ny menio and amixed m		Hel the day	and year in the certificate first above written.	SURVE R59E MONT/ APRIL
	Notary Public for the State of Ac. 1000 Residing at Museum Arabites	0				
	Swordly Moriel Con	on				
	Gerogette Marie Colon State of Cali to mia					
	Country of Lake	1,20 04 before m	e. the und	emicned e	Notary Public for the	EERTIFIC
	State of personally appeared G	eorgette Marie Colon	,		re person unit executed and game.	CERTIFI SEC. RICHLAND
	HUNTTNESS WHEREOF, I have here unto set in Official Market Hay a	y hand and affixed m	y official se	al the day	and year in the certificate first above written.	
	Notary Public for the State of Reading at 711 don't e for us n My complication expres	tali Forma Vo-ii-0	a b	-	CORMINE M. HAYS	
	Villem Peter (	Juden		戦	13/9104	
	State of California,			1	COMM. PXP. OCT. 11, 2006	11
	County of <u>EL_DeradC</u> On this <u>2-10</u> day of <u>Ful</u>	20 <i>0</i> 4 before m		-	Notary Public for the	
	State of personally appeared V	Mem Peter Andersor	i, known to	me to be	the person that executed the same.	2
,	IN WITNESS WHEREOF, I have here unto set m	y hand and affixed m	/ official as	el the day	and year in the certificate first above written.	
	Hamme Bifle Notary Public for the State of <u>FALLE</u> Residing at <u>American Fortune</u> My commission express <u>725/04</u>	2				
1						
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				1 and		
					Contract Contract New Contract	
						3
	CERTIFICATE OF COUNTY TREASURER					
	I, Donette A. Dopp, Richland County Tressurer, d assessed and levied on the land to be subdivided	o hereby certify that r is unpaid.	no reel prop	erty taxes	SCOUNTY	553
	Tex Statement No. 6098 Opted this 15 day of 90. 20	<del>04</del>			S. CORPORT C	
	Ander Christer	Chief	Dep	uty	SEAL A	8
	Donette A. Dopp Richland County-Treasure 201 West Main Street	لملهان	عنينه	$\sim^{\circ}$		
	Sidney, Montana 59270 SURVEYOR'S CERTIFICATE					Eata Engineering P.O. Bur 640
	<ol> <li>Troy Jensen, a Professional Land Surveyor, do me or under my supervision. The field survey was thereon. This Certificate of Survey does not repre- tion of the survey does not rep</li></ol>	hereby certify that the s performed in APRIL	2003 and	iown on th the monu	e attached Certificate of Survey was performed by ments found and set are of the character shown	🖬 🖞 ä
	thereon. This Certificate of Survey does not repre- Dated this <u>215</u> day of <u>November</u> , 20	eent a complete title :	earch.		SONTARY	
T iby		<u>••</u>			* 12/03	
et	Troy Jensen, Montana Registration No. 15258LS					
3	P.O. Box 648, Sidney, Montana 59270					
					The second second	
GEN	ND				STATE OF MONTANA	
	DOC) 1/4 SECTION CORNER - EXISTING	SEC.	т.	R.		
	$\nabla$	LEED			FILED FOR RECORD THISDAY OF 20 A.D.	
1	Section corner - found	29	23N	59E	522608 MAP Pages: 0 STATE OF MONTANA RICHLAND COUNTY	
r	O REBAR OR PIPE - FOUND				RECORDED: 01/21/2004 2:47 KOI: MAP PENNI D. LEWIS CLERK AND RECORDER	$\square$
AL	F				FEE: \$6.50 BY: Renar Young to: interstate engineering 425 e wain st Sidney MT 59270	$\overline{(2)}$
	<u> </u>	1				

