SUBDIVISION

Issued By:

CHICAGO TITLE
INSURANCE COMPANY

Guarantee/Certificate Number:

6721250983

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Engineering West, its successors and/or assigns as their respective interests may appear.

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Chicago Title Company, LLC
3141 Meadow View Drive
Billings, MT 59102

Countersigned By:

Matt Hillman
Authorized Officer or Agent

ISSUING OFFICE:

Title Officer: Trevor Styles
Chicago Title Company, LLC
3141 Meadow View Drive
Billings, MT 59102
Phone: 406-238-9999 Fax: 406-245-5094
Main Phone: (406)245-3064
Email: Trevor.Styles@titlegroup.fntg.com

SCHEDULE A

Liability	Premium	Tax
$10,000.00	$200.00	$0.00

Effective Date: December 19, 2025 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

That part of the Northwest Quarter of Section 24, Township 2 South, Range 24 East of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 1 of Certificate of Survey No. 3896, on file in the office of the Clerk and Recorder of said County, under Document No. 4088770.

Title to said real property is vested in:

Thomas L. Altman

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

SCHEDULE B

A. 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 of the Land.

B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown in the Public Records.

C. Easements, claims of easements, or encumbrances which are not shown by the Public Records.

D. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

E. (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 accepted under (a), (b), (c) are shown by the Public Records.

F. 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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

G. 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 to use and occupy those certain roads and trails.

H. Mineral rights, claims or title to minerals in or under said Land, including but not limited to metals, oil, gas, coal, and other hydrocarbons, sand, gravel, or stone, and geothermal energy rights, and easement or other rights or matters relating thereto, whether express or implied, recorded or unrecorded.

I. 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.

Paragraphs A, B, C, D, F and I will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception as shown below.

SPECIAL EXCEPTIONS:

1. General Taxes for the year 2025

   1st Half: $54.53, NOT PAID- DELINQUENT
   2nd Half: $54.52, DUE and will become delinquent after May 31, 2025
   Tax Account No.: D02928A

2. General County Taxes for the year 2026 and subsequent years, which are a lien but not yet due or payable.

3. The land described in the commitment/policy shall not be deemed to include any home trailer or mobile home located on the property.

4. Exceptions and reservations contained in Patents of record.

SCHEDULE B
(continued)

5. Notice of Appropriation

   Recording Date: July 19, 1919
   Recording No.: 123961

6. Notice of Appropriation

   Recording Date: December 12, 1919
   Recording No.: 129628

7. Easement(s) and rights incidental thereto, as granted in a document::

   Recording Date: July 26, 1916
   Recording No.: Book 71 Page 296

8. Notice of Water Right

   Recording Date: November 26, 1906
   Recording No.: Book L, Page 303

9. Easement(s) and rights incidental thereto, as granted in a document::

   Recording Date: July 31, 1925
   Recording No.: 195468

10. Easement(s) and rights incidental thereto, as granted in a document::

    Recording Date: July 31, 1925
    Recording No.: 195469

11. Easement(s) and rights incidental thereto, as granted in a document::

    Recording Date: April 14, 1936
    Recording No.: 308357

12. Easement(s) and rights incidental thereto, as granted in a document::

    Granted to: Yellowstone Valley Electrification Association
    Recording Date: March 3, 1939
    Recording No.: 335985

13. Easement(s) and rights incidental thereto, as granted in a document::

    Recording Date: November 8, 1955
    Recording No.: 552581

14. Easement(s) and rights incidental thereto, as granted in a document::

    Recording Date: May 23, 1956
    Recording No.: 563818

SCHEDULE B
(continued)

15. Notice of Appropriation of Water

    Recording Date: December 13, 1960
    Recording No.: 653201

16. Easement(s) and rights incidental thereto, as granted in a document::

    Recording Date: March 4, 1966
    Recording No.: 773822

17. Easement(s) and rights incidental thereto, as granted in a document::

    Granted to: Yellowstone County, Montana
    Recording Date: May 1, 1968
    Recording No.: 819749

18. Easement(s) and rights incidental thereto, as granted in a document::

    Granted to: Yellowstone County, Montana
    Recording Date: May 1, 1968
    Recording No.: 819750

19. Agricultural Classification of Lands

    Recording Date: January 11, 1974
    Recording No.: 952219

20. Easement(s) and rights incidental thereto, as granted in a document::

    Granted to: The Mountain States Telephone and Telegraph Company
    Recording Date: March 3, 1976
    Recording No.: 1010901

21. Authorization to Change Appropriation of Water Rights

    Recording Date: February 15, 1979
    Recording No.: 1119312

22. Easement(s) and rights incidental thereto, as granted in a document::

    Granted to: The Mountain States Telephone and Telegraph Company
    Recording Date: May 22, 1984
    Recording No.: 1308931

23. Easement, if any, for ditches, and any secondary easement rights and incidental purposes, in conjunction therewith.

24. Any claim arising from the difference in the mean low water mark line of the Yellowstone River and the meander line as shown by the government survey.

SCHEDULE B
(continued)

25. A portion of the Land may have been acquired by accretion or avulsion in the changes of the mean low water line of the Yellowstone River. This commitment/policy is issued and accepted upon the assumption that title to the alluvion follows that of the abutting property and liability thereon is excepted.

26. Any right, interest or easement in favor of the public which exist or are claimed to exist, over that part of said Land included within the bed and banks of the Yellowstone River, and any portage rights associated therein.

27. Any adverse claim based on the assertion that some portion of said Land is now, or at any time within, the boundaries of the Yellowstone River.

28. Any adverse claim which may be asserted by the owner, or owners, of adjacent parcels as to the apportionment of accretion.

29. The Land being artificially filled in land in what was formerly navigable waters, this policy is subject to the rights of the United States Government and/or the State of Montana, arising by reason of the United States Government's control over navigable waters in the interest of navigation and commerce, and the inalienable rights of the State of Montana in the lands and/or waters of such charter.

30. Recitals, notes, sanitary restrictions, ordinances, resolutions, easements, dedications and covenants as contained or referred to on Certificate of Survey No. 3896. Reference is hereby made to the survey for more particulars.

    Recording No.: 4088770

31. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

    Recording Date: October 28, 2024
    Recording No: 4088771

32. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Common address: NHN River Road, Laurel, MT 59044

Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Clint Altman duly appointed and qualified Personal Representative of the Estate of Evonne B. Altman, deceased
Grantee: Thomas L. Altman
Recording Date: April 18, 2025
Recording No: 4100509

SCHEDULE B
(continued)

Note: The Company has searched the records of the Clerk and Recorder and the Clerk of Court for Yellowstone County, Montana and find no judgments or liens affecting the Land, other than as excepted in Schedule B.

END OF SCHEDULE B

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2025

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

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.*, Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.*, loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

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

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

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

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

Other Online Specifics

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

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

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

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

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

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

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

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

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

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link Privacy Request, or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:
Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Ticor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Ticor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

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

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's Privacy Request website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

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

Character: Excellent.
Remarks: Service: Honest and faithful. No A.W.O.L. or absence under G.O. 51 W.D. 1912 and G.O. 45, W.D. 1914.
Entitled to travel pay to Billings, Montana.
Signature of soldier: Frank L. Spicer.

$60.00 Bonus "Section 1406 of the Revenue Act of 1918, approved February 24, 1919." PAID.
Fort D. A. Russell, Wyo. Jul. 5, 1919.
Paid in full $60.00.
Basil G. Squier.
Basil G. Squier.
Major, Q.M.C.

G. R. Farmer
Commanding 1st Lieut. A.G.D.
Personnel Adjutant.

Union Ticket Office.
Jul. 5 19
Cheyenne, Wyo.
T - S.
Transportation Furnished.

Filed for record on this 19th day of July, A. D. 1919, at 9:20 o'clock A. M.

By Verne Johnson, Deputy.

F. D. Williams, County Recorder.

57

125961

EDMUND H. CORLE

TO

THE PUBLIC.

NOTICE OF APPROPRIATION.

STATE OF MONTANA, }
County of Yellowstone, } ss.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BE IT KNOWN: That Edmund H. Corle, of Canyon Creek in said County and State, do hereby publish and declare, as a legal notice to all the world, as follows, to-wit:

I. That he did on June 12, 1919, appropriate and now has a legal right to the use, possession and control of and claim ten thousand (10000.00) miner's inches (being 200.00 cubic feet per second of time) of the waters of Clarks Fork River in said County and State, for irrigating and other purposes.

II. That the purpose for which said water is claimed, and the place of intended use is for all beneficial purposes including the supplying of power for light heat irrigation and all other purposes and for the purpose of irrigation and the place of intended use is all lands contiguous to or that can be reached by the hereinafter described ditch or the water thereof or power therefrom and for irrigating section 24, 19, 8, 4, 5, in Township 2, South of Range 24 and 25 East of the Montana Meridian.

III. That the means of diversion, with size of flume, ditch, ring or conduit by which he intends to divert the said water is as follows: A ditch [illegible] feet in depth in size, which carries and conducts ten thousand inches of water from said Clarks Fork River which said ditch diverts the water from said stream at a point upon its south bank, and runs thence in an easterly direction thence over and upon said land for mining claim.)

IV. That I appropriated and took said water on the 12th day of June, A. D. 1919, by means of said ditch.

V. That the name of the appropriator of said water Edmund H. Corle.

VI. That I, Also hereby claim said ditch and the right of way therefor, and for said water by it conveyed, or to be conveyed from said point of appropriation to said land or point of final discharge, and also the right of location upon any lands of any dams, flumes, reservoirs, constructed or to be constructed, by me in appropriating, and in using said water.

VII. That I also claim the right to keep in repair and enlarge said means of water appropriation at any time, and the right to dispose of said right, water, ditch or said appurtenances in part or whole, at any time.

CLAIMING THE SAME ALL AND SINGULAR, Under any and all laws of National and State, and rulings and decisions thereunder, in the matter of water rights. [illegible]

CURTELL, the hereditaments and appurtenances thereunto belonging and appertaining, or to accrue to the same.

WITNESS my hand at Billings, Montana, this 10th day of June, 1919.

Edmund L. Jerle

STATE OF MONTANA, }
County of Yellowstone } ss.

Edmund L. Jerle being duly sworn deposes and says that he is the identical one and the appropriator and claimant of the order and water right mentioned in the foregoing notice of appropriation and claim and the person whose name is subscribed thereto as the appropriator and claimant that he knows the contents of said foregoing notice and that the matters and things therein stated are true.

Edmund L. Jerle

Subscribed and sworn to before me, this 10th day of June, 1919.

Fred S. Smith,
Notary Public for the State of Montana,
Residing at Billings, Montana.
My Commission expires Feb. 5, 1921.

Filed for record on this 10th day of July, A. D. 1919, at 1:00 o'clock P. M.

F. E. Williams, County Recorder.

123962

THE UNITED STATES ARMY

TO ARMY DISCHARGE.

NATHAN A. TONNY.

HONORABLY DISCHARGED FROM THE UNITED STATES ARMY

TO ALL WHOM IT MAY CONCERN:

THIS IS TO CERTIFY, That Nathan A. Tonny 1278317 Private Co. E. 136 Infantry THE UNITED STATES ARMY, as a testimonial of honest and faithful service, is hereby Honorably Discharged from the military service of the United States by reason of Paid Ind. Letter Hq. C. L. Jan. 27, 1919, Chicago, Ill.

Said Nathan A. Tonny was born in Sedalia, in the State of Missouri. When enlisted he was 30 years of age and by occupation a farmer. He had Blue eyes, Brown hair, Fair complexion, and was 5 feet 6 1/4 inches in height.

Given under my hand at S. A. C. H. 302, West Baraboo, Minn., this 23rd day of Jan, one thousand nine hundred and Nineteen.

E. L. Gentry
Lieut. Col. Med. Corps,
Commanding.

ENDORSEMENT ON D.

Name: Nathan A. Tonny Grade: Private.
Enlisted, Oct. 4, 1917, at Billings, Montana.
Service in first enlistment period of time in this corps.
Prior service: None.
Noncommissioned officer: No.
Marksmanship, gunner, qualification or rating: None.
Horsemanship: Not mounted.
Battles, engagements, skirmishes, expeditions: Severally entered south of Chemy at Ploesce
Wounds, Shrapnel Injury, Bloesche.
Incapacity of any vocation: Farmer.
Wounds received in service: None.
Physical condition when discharged: Good.
Typhoid prophylaxis completed Jan. 31, 1918.
Paratyphoid prophylaxis completed Jan. 31, 1918.
Married or single: Single.
Character: Excellent.
Remarks: Served in France Left U. S. Jan. 12, 1918 arrived [illegible] April 1, 1918 No A.W.O.L. or absence under G.O. 15/1918 Service honest and faithful. Entitled to travel allowances
Signature of soldier: Nathan A. Tonny.

A. Mackary

In Witness Thereof, I have hereunto set my hand and affixed my Official seal the day and year in this certificate first above written.

Ja North

SEAL

Notary Public for the State of Montana
Residing at Billings, Montana.
My Commission expires Sept. 23rd-1920.

Filed for record on this 8th day of December, A. D. 1919, at 2:02 o'clock P. M.

By D. G. Backhoff, Deputy. F. E. Williams, County Recorder.

129628

EDMUND H. CORLE

TO NOTICE OF APPROPRIATION

THE PUBLIC

STATE OF MONTANA,)
) ss.
County of Yellowstone)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BE IT KNOWN, That Edmund H. Corle, of Canyon Creek in said County and State, do hereby publish and declare, as a legal notice to all the world, as follows, to-wit:

1. That he did on 12th of June 191. 1919, appropriate and now has a legal right to the use, possession and control of and claim ten thousand miner's inches (being 250.00 cubic feet per second of time) of the waters of Yellowstone River in said County and State, for irrigating and other purposes.

II. That the purpose for which said water is claimed, and the place of intended use is for all beneficial purposes including the supplying of power for light, heat, transportation and all other purposes and for the purpose of irrigation and place of intended use is all lands contiguous to or can be reached by hereinafter described ditch or water thereof or power therefrom and for irrigating sections, 24, 18, 8, 4, 3, 14, 24, in township 2 south of ranges 24 and 25 East of the Montana Meridian,

III. That the means of diversion, with size of flume, ditch, pipe or aqueduct by which he intend to divert the said water is as follows: A ditch 25 feet on bottom by ten feet in depth in size, which carries and conducts ten thousand inches of water from said stream at a point upon its south bank, and runs thence easterly direction thence over and upon said land (or mining claim.)

IV. That I, appropriated and took said water on the 12th day of June A.D. 1919, by means of said ditch.

V. That the name of the appropriator of said water is Edmond H. Corle,

VI. That I, also hereby claim said ditch and the right of way therefor, and for said water by it conveyed, or to be conveyed from said point of appropriation to said land or point of final discharge, and also the right of location upon any lands of any dams, flumes, reservoirs, constructed or to be constructed by me in appropriating, and in using said water.

VII. That I, also claim the right to keep in repair and enlarge said means of water appropriation at any time, and the right to dispose of said right, water, ditch or said appurtenances in part or whole, at any time.

CLAIMING THE SAME ALL AND SINGULAR, Under any and all laws National and State, and rulings and decisions thereunder, in the matter of water rights. TOGETHER WITH ALL AND SINGULAR, The hereditaments and appurtenances thereunto belonging and appertaining, or to

accrue to the same.

WITNESS my hand at Billings, Montana, this 12th day of June, 1919.

Edmund H. Corle

STATE OF MONTANA)
) ss.
County of Yellowstone)

Edmund H. Corle having first been duly sworn, depose and say that he ... of lawful age and the appropriator and claimant of the order and water right mentioned in the foregoing notice of appropriation and claim and the person whose name is subscribed thereto as the appropriator and claimant that he knows the contents of said foregoing notice and that the matters and things therein stated are true.

Edmund H. Corle

Subscribed and sworn to before me, this 12th day of June, 1919.

Thad S. Smith,

SEAL

Notary Public for the State of Montana. Residing at Billings, Montana. My Commission expires Aug. 5, 1921.

Filed for record this 12th day of December, A.D. 1919, at 1.56 o'clock P.M.

By D. G. Backhoff, Deputy

F. E. Williams, County Recorder.

129700

MARY E. WHITE

INVENTORY OF SEPARATE PROPERTY

Inventory of Separate Property of Mary E. White, a Married Woman, Residing at Billings, Montana.

I, Mary E. White, of Billings, Montana, do hereby certify and declare as follows:

1. That I am a Resident of Billings, Yellowstone County, Montana, and am the wife of George W. White, who also resides at Billings, Montana.

2. I hereby declare that the following personal property, is my separate property, same being under the joint control of myself and husband, and located and used at Billings, Yellowstone County, Montana:

An undivided one-half interest in the equipment of the White Transfer Company, which consists of One Republic Automobile truck, One bob-sled, two large dray wagons, one small dray with stake body, two goosenecked drays, one flat back dray, one coal wagon, one extra coal wagon bed, one large bay team of horses, one sorrel team of horses, and one small black team of horses, three sets of harness, office furniture and fixtures, and lease on storage ware house located between 22nd and 23rd streets near the Montana Hotel in the City of Billings.

All of the above personal property is used in a general transfer and storage business in the City of Billings, and the office of said business is located at 3001 Montana Avenue, in said City of Billings.

3. I make this declaration to protect my rights to this property and my ownership therein, and to obtain the benefits allowed me by Sections 3700 and 3701 of the Revised Codes of Montana.

Dated at Billings, Montana, this December 13th, 1919.

Mary E. White

State of Montana
Yellowstone County)SS

On this December 13th, 1919, before me, Robert C. Stong, a Notary Public in and for

My Commission expires May [illegible], 1916.

Filed for record the 26th day of [illegible] 1916, at [illegible].

[illegible] D. Deegan, County Clerk

[illegible] Deputy.

Transcribed from Road Deeds 1, page 61, [illegible] Montana.

[illegible]

KNOW ALL MEN BY THESE PRESENTS, That [illegible] Mitchell and [illegible] of Billings of the County of Carbon, State of Montana, [illegible] consideration of the sum of Thirty 00/100 DOLLARS do hereby consent and agree to give, [illegible] do give, the right of way for said proposed road over and through the [illegible] owned by me. Said right-of-way is given by me [illegible]

A strip of land 60 feet wide [illegible] Sec 20 Tp 2 So. R. 24 E M.P.M. commencing at the [illegible]

IN WITNESS WHEREOF, [illegible] 1916,

[illegible] Mitchell

[illegible] Mitchell

STATE OF MONTANA }
County of Carbon } ss

On this [illegible] day of May [illegible] 16 before me, A. B. Cooley a Notary Public [illegible] Mitchell known to me to be the person [illegible] and she acknowledged to me that [illegible]

IN WITNESS WHEREOF, [illegible] and year for the above written.

(SEAL)

[illegible] February 24, 1917.

Filed for record the 26th day of May 1916 at [illegible].

[illegible] D. Deegan, County Clerk.

[illegible] Deputy.

Transcribed from Road Deeds 1, page 62, [illegible] Montana.

[illegible]

KNOW ALL MEN BY THESE PRESENTS, That the Elevator-Mason Investment Company of Denver, Colorado of the for and in consideration of the sum of Two Hundred and Sixty DOLLARS do hereby consent and agree to give, and by these presents do give, the right of way for said proposed road over and through Lots 3 and 4 [illegible] 2 South Range 24 East M.P.M. owned by me. Said right-of-way is given [illegible] as follows:

30 feet each side of the [illegible] a point 915 feet east of the [illegible] west corner of Section 24 Township 2 South Range 24 East M.P.M. and running thence North 1° 24' West 307 ft. thence North 40° 12' West 201 feet, thence North 14° 39' West 142 feet, thence North 21° 50' East 1616.5 thence North 1° 22' West [illegible] feet containing 4 acres.

IN WITNESS WHEREOF, I have [illegible] this 21st day of June A.D. 1916.

Company, [illegible]

the [illegible]

[illegible]

[illegible]

as Secretary [illegible]

said corporation [illegible]

[illegible] 1908

[illegible]

(SEAL)

Recei[illegible]

[illegible]

[illegible]

STATE OF [illegible]

County [illegible]

[illegible]

as follows, [illegible]

[illegible]

[illegible]

thence [illegible]

land [illegible]

portion [illegible]

A. D. 1908 [illegible]

for said water [illegible]

land or point [illegible]

flumes, reservoirs, [illegible]

said water.

Notary Public for the State of Montana.
Residing at Billings,
My Commission expires June 4, 1926.

Filed for record this 31st day of July, A. D. 1925 at 9:02 o'clock A. M.

Verne Johnson, County Recorder

195458

J. W. DIX, ET AL
TO
THE MONTANA POWER COMPANY

RIGHT OF WAY EASEMENT

J. W. Dix and wife, Hattie H. Dix, and Dale C. Dix and wife, Cora J. Dix, of Laurel, Montana, in consideration of one and no/100 ($1.00) Dollars, in hand paid, convey and warrant to The Montana Power Company, a corporation, the right to erect and maintain an electric transmission system and telephone system, as now surveyed and located, over, along and across the following described real property, to-wit: Lots 1, 3, 4, 5 Sec. 24 Twp 2S. R. 24 E. M. P. M.

WITNESS our hands this 2nd day of June, 1925.

J. W. Dix

Hattie H. Dix

D. C. Dix

Cora J. Dix

STATE OF MONTANA, }
County of Yellowstone. } SS

On this 2nd day of June in the year 1925, before me, G. B. McConnell, a Notary Public in and for the State, aforesaid, personally appeared J. W. Dix, Hattie H. Dix, Dale C. Dix, Cora J. Dix, known to me to be the person.. whose name.. 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 on the day and year in this certificate first above written.

G. B. McConnell

Notary Public for the State of Montana,
Residing at Butte, Montana.
My Commission expires May 16, 1928.

Filed for record this 31st day of July, A. D. 1925 at 9:08 o'clock A. M.

Verne Johnson, County Recorder

195469

THE VAN KLEECK-BACON INVESTMENT COMPANY
TO
THE MONTANA POWER CO.

RIGHT OF WAY EASEMENT

THE VAN KLEECK-BACON INVESTMENT CO., a corporation in consideration of one and no/100 ($1.00) Dollars, in hand paid, conveys, and warrants to The Montana Power Co. a corporation, the right to erect and maintain an electric transmission system and telephone system as now surveyed, and located, over, along and across the following described real property, to-wit: Lots 1, 3, 4, 5, Sec. 24. Twp 2S. R. 24E. M. P. M. providing, however, that said system shall consist of one row only of poles and not exceeding seventeen in number.

IN WITNESS WHEREOF, the Corporation grantor has caused these presents to be signed in its name by its President and attested by its Secretary, and its corporate seal affixed on this 13th day of July, A. D. 1925.

Notary Public for the State of Montana.
Residing at Billings,
My Commission expires June 4, 1928.

Filed for record this 31st day of July, A. D. 1925 at 9:02 o'clock A. M.

Verne Johnson, County Recorder

195468

J. W. DIX, ET AL
TO
THE MONTANA POWER COMPANY

RIGHT OF WAY EASEMENT

J. W. Dix and wife, Hattie H. Dix, and Dale C. Dix and wife, Cora J. Dix, of Laurel, Montana, in consideration of one and no/100 ($1.00) Dollars, in hand paid, convey and warrant to The Montana Power Company, a corporation, the right to erect and maintain an electric transmission system and telephone system, as now surveyed and located, over, along and across the following described real property, to-wit: Lots 1, 3, 4, 5 Sec. 24 Twp 2S. R. 24 E. M. P. M.

WITNESS our hands this 2nd day of June, 1925.

J. W. Dix
Hattie H. Dix
D. C. Dix
Cora J. Dix

STATE OF MONTANA, }
County of Yellowstone. } SS

On this 2nd day of June in the year 1925, before me, G. B. McConnell, a Notary Public in and for the State, aforesaid, personally appeared J. W. Dix, Hattie H. Dix, Dale C. Dix, Cora J. Dix, known to me to be the person whose name 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 on the day and year in this certificate first above written.

G. B. McConnell

Notary Public for the State of Montana,
Residing at Butte, Montana.
My Commission expires May 16, 1928.

Filed for record this 31st day of July, A. D. 1925 at 9:08 o'clock A. M.

Verne Johnson, County Recorder

195469

THE VAN KLEECK-BACON INVESTMENT COMPANY
TO
THE MONTANA POWER CO.

RIGHT OF WAY EASEMENT

THE VAN KLEECK-BACON INVESTMENT CO., a corporation in consideration of one and no/100 ($1.00) Dollars, in hand paid, conveys, and warrants to The Montana Power Co. a corporation, the right to erect and maintain an electric transmission system and telephone system as now surveyed, and located, over, along and across the following described real property, to-wit: Lots 1, 3, 4, 5, Sec. 24. Twp 2S. R. 24E. M. P. M. providing, however, that said system shall consist of one row only of poles and not exceeding seventeen in number.

IN WITNESS WHEREOF, the Corporation grantor has caused these presents to be signed in its name by its President and attested by its Secretary, and its corporate seal affixed on this 13th day of July, A. D. 1925.

The Van Kleeck-Bacon Investment Company

Attest:

By Henry Van Kleeck
Its President

Ross Bray
Secretary

STATE OF COLORADO
City & County of Denver. } SS

On this 13th day of July in the year 1925, before me Stella C. Enlow, a Notary Public in and for the State aforesaid, personally appeared Henry Van Kleeck known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

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

Stella C. Enlow

Notary Public Residing at Denver, Colorado.
My Commission expires March 8, 1926.

Filed for record this 31st day of July, A. D. 1925 at 9:10 o'clock A. M.

Verne Johnson, County Recorder

195470

WILLIS H. SHEETS, ET UX
TO
THE MONTANA POWER COMPANY

RIGHT OF WAY EASEMENT

WILLIS H. SHEETS AND NELLIE SHEETS, his wife, of Silesia, Montana, in consideration of One and no/100 ($1.00) Dollars, in hand paid, convey and warrant to The Montana Power Company, a corporation, the right to erect and maintain an electric transmission system and telephone system, consisting of not more than 5 poles, as now surveyed and located over, along and across the following described real property, to-wit: S½ NW¼; NW¼SW¼ Sec. 9. Twp. 3S. Range 24 E. M. P. M.

WITNESS their hands this 9th day of July, 1925.

Willis H. Sheets

Nellie Sheets

STATE OF MONTANA.
County of Yellowstone. } SS

On this 9th day of July in the year 1925, before me, G. B. McConnell, a Notary Public in and for the State aforesaid, personally appeared Willis H. Sheets and Nellie Sheets, known to me 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 on the day and year in this certificate first above written.

G. B. McConnell

Notary Public for the State of Montana.
Residing at Butte, Montana.
My Commission expires May 16, 1928.

Filed for record this 31st day of July, A. D. 1925 at 9:12 o'clock A. M.

Verne Johnson, County Recorder.

195471

H. L. REED, ET UX
TO
THE MONTANA POWER COMPANY

RIGHT OF WAY EASEMENT

H. L. REED and LULA REED, his wife, of Los Angeles, California, in consideration of Fifty and no/100 Dollars, in hand paid, convey and warrant to The Montana Power Company, a corporation, the right to erect and maintain an electric transmission system and telephone

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

Lloyd L. Porter

Notary Public for the State of Oregon
Residing at Klamath Falls, Oregon
My Commission expires July 26, 1939.

Filed for record on this 13th day of April, A. D. 1936 at 4:28 o'clock P. M.

By E. Kuschke, Deputy. George G. Osten, County Recorder.

308557

VAN KLEECK-BACON INVESTMENT CO. AND JAMES W. DIX TO B. S. KAMP AND OTHERS — RIGHT OF WAY EASEMENT

This indenture, made the 23rd day of May, 1927, between Van Kleeck-Bacon Investment Co., a corporation, of Denver, Colorado, and James W. Dix, of Laurel, Montana, parties of the first part, and B. S. Kamp, of Laurel, Montana, E. B. Nelson, of Fromberg, Montana, and W. H. Johnston, of Billings, Montana, as administrator of the estate of Martin J. Tuscon, deceased, parties of the second part, witnesseth:

Whereas the Van Kleeck-Bacon Investment Co. of Denver, Colorado, is the owner in fee of the following described real property, to-wit:

lots one, three, four and five in section twenty-four, township two south of range twenty-four east, M. P. M., situate in Yellowstone County, Montana, and said James W. Dix has purchased said real property from said owners under contract for deed: and

Whereas a pump house and pumping plant is now built and constructed upon, and an irrigation ditch is now constructed from said pumping plant eastward across the said land, hereinbefore described, built and constructed by the parties of the second part hereto: and

Whereas the said second parties do not have or own an easement for the site and right-of way for said pumping plant and irrigation ditch upon and across the said land and premises, above described, or a right-of-way for a road over which to travel in going to and from said pumping plant and said irrigation ditch:

Now, therefore, in consideration of six Hundred Fifty ($650.00) Dollars, paid by the said parties of the second part, the receipt whereof is hereby acknowledged, the Van Kleeck-Bacon Investment Co. does hereby grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, full and free right and authority by themselves, their servants or agents, to enter upon the land and premises hereinbefore described, and to pass and repass with vehicles and otherwise, through a gate and by a road, hereinafter designated and described, to and from the pump house or pumping plant, hereinbefore referred to, for the purpose of operating the same and for hauling supplies, to clean and repair said irrigation ditch, hereinbefore referred to, and to convey over said land from said pumping plant through said irrigation ditch, in season, water sufficient to irrigate for agricultural purposes the lands and premises hereinafter described, making good, however, to the said first parties, their representatives, successors or assigns, or the occupant or tenant upon said land, at their own cost and expense, all damage and costs which may be caused in the operation, maintainance and repair of said pumping plant and irrigation ditch or by reason of their negligence, or the negligence of any one of them , their servants or agents:

James W. Dix, purchaser under contract for deed, as aforesaid, to the extent of his interest and equity in said land and premises, does hereby grant, bargain, sell and convey unto the said second parties, in manner and form as hereinbefore set out, the easement hereinbefore conveyed by the Van Kleeck-Bacon Investment Co.

The said pump house, pumping plant and irrigation ditch shall remain where now construct

ed and located.

The road over which said grantees shall come and go to such pumping plant shall commence at the Yellowstone River immediatly west of said pump house and shall run from thence south to the public highway on the south of said land, passing through a gate in the fence along the north side of said public highway.

The grantors hereby reserve the right for themselves, their representatives, successors and assigns and for the occupant or tenant of said land and premises to take water from such irrigation ditch to irrigate any of such land susceptible of irrigation therefrom.

The lands and premises for the irrigation of which this easement is granted are owned and described as follows:

E. S. Kamp:- Lots 8 and 9 and SE¼SE¼ of Sec. 7 and NW¼NE¼ of Sec. 18, Twp. 2-S., R. 25-E., M. P. M., containing 129.2 acres, more or less.

Martin J.- 25 acres more or less lying between the canal of irrigation ditch covered

Thusen, by this easement and the original irrigation ditch constructed by Martin

Estate of, J. Thusen, meandering across lots 10, 8, 5 and 6, Sec. 18, Twp. 2-S.,

W. M. Johnston, Adm. R. 25-E., M. P. M.

E.B.Nelson - Lot 5, NW¼SW¼ and S½SW¼ of Sec. 8, Twp. 2-S., R. 25-E., M. P. M., containing 89 acres, more or less.

In witness thereof the said Van Kleeck-Bacon Investment Co. has caused these presents to be subscribed by its Vice President, attested by its secretary and its seal affixed and James W. Dix has hereunto set his hand this 23rd day of May, 1927.

Van Kleeck-Bacon Investment Co.,
By Ross Bray, Vice President.
James W. Dix

Attest
M. L. Thompson,
Secretary

SEAL

STATE OF COLORADO }
City and County of Denver } ss.

No. 4014-Tyrell Property.

I, Frances A. Westover, a Notary Public, in and for said City and County and State aforesaid, hereby certify that Ross Bray Vice President and M. L. Thompson, Secretary of The Van Kleeck-Bacon Investment Company, a corporation, to me personally known and who are personally known to me to be the persons whose names are subscribed to the annexed instrument in writing as Vice President and Secretary, respectively, of said corporation, appeared before me this day in person, and who by me being duly sworn, did acknowledge and say that: at the time of the execution of said instrument of writing, said Ross Bray was and is the Vice President and said M. L. Thompson was and is the Secretary of the said corporation, that the seal affixed to said instrument is the common and corporate seal of said corporation, and that said instrument was signed, and sealed in behalf of said corporation, by authority of its By-Laws and by authority of its Board of Directors, and that said corporation executed the same, and also severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 23d day of May, A. D. 1927.

My commission expires February 14, 1928.

Frances R. Westover
Notary Public.

NOTARY SEAL

STATE OF MONTANA }
County of Yellowstone } ss.

On this 25th day of May, 1927, before me, W. L. A. Calder, a Notary Public in and for the state of Montana, personally appeared James W. Dix, known to me to be the person whose

335994
G. W. FENTON AND WIFE
TO
YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION

CONVEYANCE OF EASEMENT FOR RIGHT OF WAY
218 . 219

KNOW ALL MEN BY THESE PRESENTS:

That I, we G. W. Fenton and Minnie Merle Fenton his wife, of Laurel, County of Yellowstone, and State of Montana, in consideration of the sum of one and no/100 Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, warrant and convey unto the YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION, a corporation, whose Post Office address is Huntley, Montana, and to its successors and assigns, the right, privilege and authority to enter in and upon the lands situated in the County of Yellowstone, State of Montana, and described as follows, to-wit:

SW¼ of Section 10, Township 2 South, Range 24 East, M.P.M., E½NE¼, SW¼NE¼, SE¼NW¼, NE¼SW¼, Lots 1-2 & 3, of Section 20, Township 2 South, Range 24 East, M.P.M.
and to erect, construct, operate, replace, repair and to maintain over and across said lands and in or upon all roads, streets or highways abutting or in any way adjoining said property, an electric transmission and distribution line or system in suitable structural form for the transmission and distribution of electric current for any purpose whatsoever, including the right to trim any trees along said lines so as to keep the wires cleared at least 10 feet.

IN WITNESS WHEREOF, we, have hereunto subscribed our, names and seals this 3rd day of June, A.D. 1938.

Witnesses:.....

G. W. Fenton ....

Minnie Merle Fenton....
Landowners

STATE OF MONTANA,
County of Yellowstone. } ss.

On this 3rd day of June, 1938, before me, Edwin L. Fenton a Notary Public for the State of Montana, personally appeared G. W. Fenton and Minnie Merle Fenton, known to me to be the person 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 in this certificate first above written.

(NOTARIAL SEAL)

Edwin L. Fenton

Notary Public for the State of Montana.
Residing at Laurel, Montana.
My Commission expires May 22, 1939.

Filed for record on this 3rd day of March, A.D. 1939, at 12:17 o'clock P.M.

By D. G. Backhoff, Deputy. George G. Osten, County Recorder.

335995

JOHN ASMUS
TO
YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION

CONVEYANCE OF EASEMENT FOR RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That I, John Asmus, a single man, of Billings, County of Yellowstone, and State of Montana, in consideration of the sum of one and no/100 Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, warrant and convey unto the YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION, a corporation, whose Post Office address is Huntley, Montana, and to its successors and assigns, the right, privilege and authority to enter in and upon the lands situated in the County of Yellowstone, State of Montana, and described as follows, to-wit:

Lots 1, 3, 4, and 5 of Section 24, Township 2 South, Range 24 East, M.P.M.,

and to erect, construct, operate, replace, repair and to maintain over and across said lands and in or upon all roads, streets or highways, abutting or in any way adjoining said property, an electric transmission and distribution line or system in suitable structural form for the transmission and distribution of electric current for any purpose whatsoever, including the right to trim any trees along said lines so as to keep the wires cleared at least 10 feet.

IN WITNESS WHEREOF, I have hereunto subscribed my name and seal this 21st day of December, A.D. 1938.

John Asmus .....

Witnesses:.....

Landowners

STATE OF MONTANA, }
County of Yellowstone. } ss.

On this 21st day of December, 1938, before me, the undersigned, a Notary Public for the State of Montana, personally appeared John Asmus, a single man, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Vincent J. DeMers

(NOTARIAL SEAL) NOTARIAL SEAL

Notary Public for the State of Montana.
Residing at Huntley, Montana.
My commission expires August 19, 1940.

Filed for record on this 3rd day of March, A.D. 1939, at 12:10 o'clock P.M.

George G. Osten, County Recorder.

By D. G. Backhoff, Deputy.

335986

DAISY R. McHOLVIE
TO
YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION

ANCHOR AND GUYS-GRANTING EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Daisy R. McHolvie, widow, (hereinafter called the "grantor") of the County of Yellowstone, State of Montana, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION, a corporation, whose postoffice address is Huntley, Montana, and to its successors or assigns, the right to enter upon the lands of the grantors situated in the County of Yellowstone, State of Montana, and described as follows:

Lot 2 in Section 3, Township 2 South, Range 25 E. M.P.M.

and

(1) To place, construct, repair, maintain, relocate and replace thereon...anchors, anchor stubs and guy wires necessary or advisable for the construction, operation, replacement, repair and maintenance, in and upon any road or highway abutting the lands above described, of an electric transmission or distribution line or system; and to cut and trim trees interfering with the placing and maintenance of said anchors, anchor stubs, and guy wires;

(2) To cut and trim trees to the extent necessary or advisable for the construction, operation, replacement, repair and maintenance, in and upon any road or highway abutting the lands above described, of an electric transmission or distribution line or system including the right to cut down, from time to time, all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The grantor covenants that she is the owner of the above described lands.

545 BK 608

WARRANTY DEED

THIS INDENTURE, made the 31st day of October, A. D. One Thousand Nine Hundred and Fifty Five, between LEO A. KAMP and TERRIE L. KAMP, husband and wife, of Laurel, Montana, parties of the first part, and JAMES E. CROMBEY, of Tucson, Arizona, and THEODORE GOSS CHAPELE, of Billings, Montana, the parties of the second part, WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of One and No/100 ($1.00) Dollars, lawful money of the United States of America, and other consideration, to them in hand paid by said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey, warrant and confirm unto the said parties of the second part, and to their heirs and assigns forever, the hereinafter described real estate situated in the County of Yellowstone, and State of Montana, to:wit:

Conveyed by Instr. #1.00

An easement for a right of way for the construction, erection, establishment, maintenance and repair of an irrigation ditch and pumping plant in connection therewith, commencing on the Southeasterly bank of the Yellowstone River in Lot One (1) of Section Twenty-four (24), of Township Two (2) South, of Range Twenty-four (24) East of the Montana Meridian, and running thence in an Easterly direction through and across the said Lot One (1) to the East boundary thereof, together with the right of ingress and egress from the County Road South of said Lot One (1) to the pumping site and pumping plant to be erected on the Easterly end of said right of way or easement, and together with right of way for construction, maintenance and repair of said ditch and pumping plant to be erected on said right of way covered by the above mentioned easement for right of way for said purposes.

It is understood and agreed that said pumping plant and irrigation ditch are not now erected or constructed, but that the same may be built, established and constructed at any time in the future, and that said easement will continue as long as the ditch shall be used by the parties of the second part, or by their successors or assigns, for the irrigation of lands lying Easterly from said ditch and pumping plant in Section Eighteen (18), of Township Two (2) South, of Range Twenty-five (25) East of the Montana Meridian, and other lands; and

It is further understood and agreed that said ditch so to be erected will run parallel to, and as close as practical and feasible to, the ditch now owned and operated by the parties of the first part herein, and that the pumping plant shall be placed as near as practicable to the pumping plant now on said premises owned and

operated by the parties of the first part herein, and that the right of way for ingress and egress to the said pumping plant and ditch shall be located and maintained with as little damage to the property over which said easement is to run as reasonably possible.

TOGETHER with all and singular the hereinbefore described premises, together with all tenements, hereditaments and appurtenances thereto belonging or in anywise 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 their heirs and assigns forever.

And the said parties of the first part, and their heirs, 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 parties of the second part, their heirs 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.

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

Leo A. Kamp (SEAL.)

Vernie L. Kamp (SEAL.)

W A R R A N T Y D E E D

THIS INDENTURE, Made the 4th day of April, A. D. One Thousand Nine Hundred and Fifty Six, between Leo A. Kamp and Vernie L. Kamp, husband and wife, of Laurel, Montana, the parties of the first part, and Geneva Jolley, of Laurel, Montana, the party of the second part, WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Six Thousand, Eight Hundred and No/100 ($6,800.00) Dollars, 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 her heirs and assigns forever, the hereinafter described real estate situated in the County of Yellowstone, and State of Montana, to-wit:

That part of Lot 1 and that part of the Southwest quarter of the Northeast quarter (SW¼NE¼) of Section Twenty-four (24) in Township Two (2) South, Range Twenty-four (24) East of the Montana Meridian, lying North of the County Road running through said tracts; excepting and reserving therefrom an easement for a pumping plant and irrigation ditch running in a general easterly direction across said Lot One (1), together with the motors, pumps and appliances now upon said lands, conveying water for the irrigation of lands lying in Section Seven (7) and Eighteen (18), Township Two (2) South of Range Twenty-five (25) East, and other lands; together with a right of way from the County Road running through said Lot One (1) to said pumping plant and ditch, and a right of way to maintain and repair said pumping plant and ditch which said ditch and pumping plant are now upon said Lot One (1); and excepting and reserving, also, an easement for a right of way heretofore conveyed to Wreford Goss Chapple and Jane E. Crowder for the purpose of conveying water for irrigation of lands belonging to them in Section Eighteen (18), above mentioned, and other lands. And Lot Three (3) of Section Twenty-four (24), in Township 1 North of Range 24 East of the Montana Meridian, excepting therefrom that part of said Lot Three (3) heretofore conveyed to one Philpott, and that part of Lot Four (4) of Section Twenty-four (24), Township Two (2) South, Range Twenty-four (24) East, lying East of the County Road, running through said lots; and the Northeast quarter of the Southwest quarter (NE¼SW¼) of Section Twenty-four (24), in Township 2 South, of Range Twenty-four (24) East, excepting therefrom

County Roads and rights of way for irrigation ditches now upon said premises, or excepted therefrom, as hereinabove set forth; together with the pumping plant consisting of a four inch pump and a ten (10) horsepower electric motor, erected for the purpose of irrigating lands in the southerly part of Lot One (1) and the Northerly part of Lot Three (3) above mentioned, which includes pump and motor located adjoining the pumping plant hereinabove excepted from this conveyance; subject to all easements, reservations and prior recorded instruments;

Together with all and singular the hereinbefore described premises, together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise 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 her heirs and assigns forever.

And the said parties of the first part, and their heirs, 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, her heirs 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.

This deed is made in compliance with Contract for Deed dated November 1, 1955, between the parties hereto, and accepted in fulfillment thereof.

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

Leo A. Kamp (SEAL)

Vernie L. Kamp (SEAL)

STATE OF MONTANA,)
County of Yellowstone,) ss.

BOOK 568 PAGE 591

On this 5th day of April, in the year Nineteen Hundred and Fifty Six, before me, Lou W. Chapple, a Notary Public for the State of Montana, personally appeared Leo A. Kamp and Vernie L. Kamp, husband and wife, known to me 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.

Lou W. Chapple

Notary Public for the State of Montana,
Residing at Billings, Montana.
My Commission expires October 22, 1956.

568515

WARRANTY DEED

Leo A. Kamp et ux

to

Geneva Jolley

STATE OF MONTANA }
County of Yellowstone } ss.

I hereby certify that the within instrument was filed in my office for record on the 23rd day of May, 1956 at 9:10 o'clock A. M. and is duly recorded in Book 568 of Deeds on Page 389.

Witness my hand and official seal
CHRIS RUBICH
County Recorder.
By Clayton A. Beatty Deputy

Fee: $3.00 pd by ck
Thomas & Bradley,
Laurel, Mont.

NOTICE OF APPROPRIATION OF WATER

BOOK 702 PAGE 511

NOTICE IS HEREBY GIVEN: That I, Lou W. Chapple, of Billings, Yellowstone County, State of Montana, did, on the 5th day of December, 1960, appropriate and claim, and by these presents does appropriate and claim, for and on behalf of himself and Wreford Goss Chapple and Jane E. Crowder, who are associated with me in the ownership of lands hereinafter mentioned, in Sections Seven (7) and Eighteen (18), in Township Two (2) South of Range Twenty-five (25) East of the Montana Meridian, in Yellowstone County, State of Montana, six (6) cubic feet of water per second of time, or two hundred forty (240) miner's inches of the water or waters from Yellowstone River at a point on the Southeasterly bank of said Yellowstone River which is approximately one thousand (1,000) feet Southwesterly from the point where the North line of Lot One (1) of Section Thirteen (13), in Township Two (2) South of Range Twenty-four (24) East of the Montana Principal Meridian in Yellowstone County, Montana, intersects the Southeasterly bank of said Yellowstone River; and approximately a point where the West line of said Lot One (1) intersects the Southeasterly bank of said river; that at the time of appropriation I posted a notice in accordance with law at the point and place of diversion of said water, and in said notice were stated all of the facts about said appropriation, which said notice contained the following facts, to-wit,

1. That the date of appropriation by me is given as December 5, 1960.

2. That the quantity of water claimed and appropriated is six (6) cubic feet of water per second of time, or two hundred forty (240) miner's inches of the water or waters from said Yellowstone River at said point of diversion.

3. That said water so appropriated is for the purpose of irrigating or irrigation of Lots Ten (10) and Eleven (11) in Section Seven (7), and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), in Section Eighteen (18), all in Township Two (2) South of Range Twenty-five (25) East of the Montana Principal Meridian, in said Yellowstone County, Montana, susceptible to irrigation from said point of diversion by means stated, and for domestic use and watering of stock.

4. That the means of diversion are a pipe line and open ditch running from said river on the Southeasterly bank thereof, approximately twenty-five (25) feet, into a well or reservoir, and by means of a pump operated by electric motor or engine power from said well or reservoir to a ditch approximately four (4) feet in width on the top and two (2) feet on the bottom, and two (2) feet deep, which said ditch runs in a general Easterly direction across said Sections Thirteen (13) and Twenty-four (24) in Township Two (2) South of Range Twenty-four (24) East, Montana Principal Meridian, into and upon the land in said Sections Eighteen (18) and Seven (7) above mentioned to the place of intended use of said water.

5. That the name of the appropriator and claimant is Lou W. Chapple, of Billings, Montana, who is a one-third owner of said lands where said water is used and to be used for the beneficial purposes aforesaid, and said appropriation is made for the benefit of himself and his joint owners, Wreford Goss Chapple and Jane E. Crowder.

6. That this claimant is informed and believes that said water has been taken from said stream at or near the present designated point of diversion for more than forty (40) years; that he knows of his own knowledge that the water has been taken from said stream for more than twenty (20) years for irrigation of the tract above mentioned as the place of intended use; that the said present owners are successors in interest in and to said land so irrigated of the person and persons, their heirs, successors and assigns, and the water rights appurtenant thereto, and make this claim in confirmation of said rights so established for the purposes therein and herein mentioned.

7. That the improvements now being made for appropriation of said water are in the nature of duplication of water right equipment, with similar motors, pumps and ditches, in a location approximately eleven hundred feet Northeasterly along the bank of said Yellowstone River, so that somewhat more land may be irrigated, and possible failure by said pumping plants or ditches, or either of them, may be eliminated, and so used as to prevent loss by reason of change of current in river or damage to ditches or equipment when use may be imminent, or to some extent said improvements are being made for the purpose of insuring that equipment may be always available for use when needed.

This notice is made and filed to comply with the laws of the State of Montana with reference to water appropriations for beneficial use and to substantiate the claim to said water as the successor of the former appropriators and users thereof, as hereinbefore mentioned, and said claimant does also claim a right of way for said ditches and pumping plants above mentioned as such successor for and on behalf of himself and his associates above mentioned.

Dated this 5th day of December, 1960.

Lou W. Chapple

Lou W. Chapple
Appropriator and Claimant, for and on behalf of himself and Wreford Goss Chapple and Jane E. Crowder, Joint Owners of lands to be benefited.

STATE OF MONTANA,)
County of Yellowstone,) ss.

Book 702 Page 513

LOU W. CHAPPLE, being first duly sworn, deposes and says:

That he is the Appropriator and Claimant of the waters mentioned and described in the foregoing NOTICE OF APPROPRIATION OF WATER; that he has read the same and knows the contents thereof, and that the same is true, except as to those matters and things therein stated on information and belief, and as to those he believes it to be true.

Lou W. Chapple

Subscribed and sworn to before me this 18th day of December, 1960.

Roberta M. Rosenberg

Notary Public for the State of Montana,
Residing at Billings, Montana.
My Commission expires Aug. 6, 1963.

EASEMENT

WHEREAS, Geneva King, formerly Geneva Jolley, of Billings, Montana, is the owner of the following described premises:

> Part of Lot One (1) and that part of the Southwest quarter of the Northeast quarter (SW¼NE¼) of Section Twenty-four (24), Township Two (2) South, Range Twenty-four (24) East, M. P. M., Yellowstone County, Montana, lying North of the County Road running through said tracts; and Lot Three (3) of Section Twenty-four (24), excepting that part previously conveyed to one Philpott, and that part of Lot Four (4), of Section Twenty-four (24), lying East of the County Road;

AND WHEREAS, THERE has been reserved an easement for a pumping plant and certain irrigation ditches upon said premises, all as more fully appear in that certain Warranty Deed between Leo A. Kemp and Vernie L. Kemp, husband and wife, of Laurel, Montana, to the said Geneva Jolley, now Geneva King; said deed dated the 4th day of April, 1956, filed for record the 23rd day of May, 1956, at 9:06 o'clock A. M., in Book 568 of Deeds, page 389, Records of Yellowstone County, Montana;

AND WHEREAS, Leo A. Kemp and Vernie L. Kemp, husband and wife, conveyed to Wreford Goss Chapple and Jane E. Crowder, by Warranty Deed, an Easement for right-of-way for pumping plant, housing for same, and irrigation ditch, which deed is recorded in Book 545 of Deeds at page 438, on November 8, 1955, at 1:52 o'clock P. M., and which conveyance is hereby referred to and made a part hereof;

AND WHEREAS, The said easement for a pumping plant and irrigation ditches, was for the benefit of lands in Section Seven (7) and Eighteen (18) of Township Two (2) South, Range Twenty-five (25) East, M. P. M., Yellowstone County, Montana; said lands in Section Seven (7) and Eighteen (18) being owned by Ida E. Chapple, a widower, Wreford Goss Chapple, Jane E. Crowder and Leo A. Kemp and Vernie L. Kemp, his wife;

AND WHEREAS, The pumping plant on the said lands of Geneva King has become inadequate to serve the needs for which it was created;

AND WHEREAS, Only one irrigation ditch has been created and used, same being for the Kemp lands;

NOW, THEREFORE, All of the parties above named do mutually covenant and agree that it is hereby granted to the said Leo W. Chapple, a widower, Wreford Goss Chapple, Jane K. Crowder, Leo A. Kemp and Vernie L. Kemp, his wife, an easement for the construction of a new pump house, adequate to hold five (5) pumps, to be located approximately twenty (20) feet down stream from the old pump house, and the right to connect the same up to the existing irrigation ditches, and the right to construct a new ditch to irrigate the Chapple lands upon the above described premises, subject, however, to the following restrictions:

1. That the new irrigation ditch to be constructed for the irrigation of the Chapple lands be constructed immediately adjoining the existing ditch so that no land will be wasted.

2. That the irrigation ditches be covered in a sufficient amount so that a road crossing may be made into the fields of the said Geneva King.

3. That the said new pump house be so constructed as to be able to accommodate and protect five (5) pumps, if necessary - one (1) pump for the King land, two (2) pumps for the Chapple lands, and two (2) pumps for the Kemp lands.

4. That the said Chapples, Crowder and Kemps shall pay all costs of the construction of the pump house, new ditch and covering of the ditches, and that the future maintenance of said pump house shall be pro rated between the parties according to the number of acres irrigated by each; and it is further agreed that any rip-rap upon the river necessary to protect the pump house and the pumps therein shall be borne mutually and equally between the parties, it being understood that the owners of the so called Chapple land shall constitute and be known as one party, and the owner of the King land as one party, and the owners of the Kemp land

shall be known as one party, for the purpose of determining and paying the expenses of rip-rapping, as above mentioned.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals this 13th day of May, 1960.

Lou W. Chapple
Lou W. Chapple

Geneva King
Geneva King, formerly Geneva Jolley

Bradford Goss Chapple
Bradford Goss Chapple
By Lou W. Chapple
Its Attorney in Fact

Leo A. Kemp

Jane E. Crowder
Jane E. Crowder
By Lou W. Chapple
Its Attorney in Fact

Vernie L. Kemp
Vernie L. Kemp

STATE OF MONTANA, }
County of Yellowstone, } ss.

On this 13 day of May, in the year 1960, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Geneva King, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

THOMAS C. MADDEN NOTARIAL SEAL RECORDED

Notary Public for the State of Montana;
Residing at Billings, Montana.
My Commission expires 13 Jan 61

STATE OF MONTANA, }
County of Yellowstone, } ss.

On this 13th day of May, in the year 1960, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Leo A. Kemp and Vernie L. Kemp, husband and wife, known to me 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

B2

Notarial Seal the day and year in this certificate first above written.

Notary Public for the State of Montana;
Residing at Laurel Montana
My Commission expires 1-Jan.-61

THOMAS L. BRADLEY NOTARIAL SEAL YELLOWSTONE COUNTY

STATE OF MONTANA, }
County of Yellowstone, } ss.

On this 13th day of May, in the year 1960, before me, Thomas L. Bradley, a Notary Public in and for the State of Montana, personally appeared Leo W. Chapple, a widower, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same;

And at the same time and place personally appeared Leo W. Chapple, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Wreford Goss Chapple, and acknowledged to me that he subscribed the name of Wreford Goss Chapple thereto as principal and his own name as attorney in fact; and

At the same time and place personally appeared Leo W. Chapple, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Jane E. Crowder, and acknowledged to me that he subscribed the name of Jane E. Crowder thereto as principal, and his own name as attorney in fact.

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

THOMAS L. BRADLEY NOTARIAL SEAL YELLOWSTONE COUNTY

Notary Public for the State of Montana;
Residing at Laurel Montana.
My Commissionexpires 1-Jan.-61

773832

Leo A. Kamp
Fee 3

Wreford Chapple
Leo W. Chapple
Jane E. Crowder
Grantors

STATE OF MONTANA, }
County of Yellowstone, } ss.
I hereby certify that the within instrument was filed in my office for record on this 17 day of March A.D. 19 61 at 1:50 o'clock P.M. and is duly recorded in Book 836 of Mtgs on Page 100
Witness my hand and official seal
Edmon S. Redding,
County Clerk & Recorder
By Myrtle Thurston Deputy

$8.00

Leo Kamp
Route 1, Box 278
Laurel, Mont.

BRIDGE JOB #9-8-21

BOOK 878 PAGE 577

EASEMENT FOR ROAD RIGHT-OF-WAY

Lowell Outlook—10-28-1m-1488

Know All Men by These Presents, That Geneva B. King, formerly known as Geneva Jolley, of the County of Yellowstone, State of Montana, for and in consideration of the sum of one and other valuable considerations DOLLARS ($1 + O.V.C.), to her in hand paid by Yellowstone County, Montana, a body, politic and corporate, duly organized and existing under the laws of the state of Montana, receipt of which is hereby acknowledged, do hereby grant and convey unto said Yellowstone County, Montana, its successors and assigns, the right, privilege and authority to construct, operate, maintain and establish a public highway or road not more than eighty (80) feet wide, over, across and upon the following described real estate now owned by (me or us) and located in the County of Yellowstone, State of Montana, to-wit:

A tract of land for road purposes, being a strip eighty (80) feet in width located in Government Lot 3, Section 24, Township 2 South, Range 24 East, P.M.M., more particularly described as follows: A tract of land located in Government Lot 3, said tract being a strip eighty (80) feet in width, forty (40) feet on either side of a centerline which begins North 89° 52' East a distance of 1075.10 feet and North 2° 35' West a distance of 526.0 feet from the West ¼ corner of Section 24, Township 2 South, Range 24 East, P.M.M.; thence from the true point of beginning South 71° 17' East a distance of 116.0 feet to the P.C. of a 15 degree curve to the left; thence following said curve with a radius of 382.0 feet, delta angle of 64° 33' 30", a distance of 430.33 feet to the P.T. of said curve at a point on the centerline of the existing county road and the termination of this tract. Said tract contains 1.00 acre more or less.

- NOTE -

Subject to consent by holder of contract for deed as noted on page two.

TO HAVE AND TO HOLD, the same unto the said County of Yellowstone, State of Montana, as its own perpetually, with the right, privilege and authority to trim or cut down any trees which may interfere with the construction, maintenance and operation of such highway, and do also grant unto said County of Yellowstone, its successors and assigns, the right to enter upon the above described premises at any and all times for the purpose of maintaining and establishing such highway.

IN WITNESS WHEREOF, ... have hereunto signed this instrument this ..... day of ....., A. D., 19.....

Witness:

Polly A. Kirkness

Geneva B King

BOOK 878 PAGE 578

STATE OF MONTANA, } ss.
County of Yellowstone. }

On this 12 day of April, 19 68 before me, Carlene J. Mikkonen a Notary Public for the State of Montana, personally appeared Simon B. King known to me (or proved on oath of Billings, Montana) to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Official Seal the day and year in this certificate above written.

Carlene J. Mikkonen
Notary Public for State of Montana.

Residing at ~~NOTARY PUBLIC for the State of Montana~~
Residing at Billings, Montana
My commission ~~expires~~ Expires Dec. 27, 1969

CONSENT TO EASEMENT BY HOLDER OF CONTRACT FOR DEED

Thomas L. Altman hereby consents to the easement on the tract of land herein described, included in a contract for deed to the undersigned dated on December 21, 1964.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed and acknowledged.

Thomas L. Altman

STATE OF MONTANA)
County of Yellowstone (ss.

On this 12 day of April, 1968, before me, Carlene J. Mikkonen, a Notary Public for the State of Montana, personally appeared Thomas L. Altman known to me to be the person who signed the foregoing Consent to Easement by Holder of Contract For Deed, and who acknowledged to me that he signed the same.

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

NOTARIAL SEAL

Carlene J. Mikkonen
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 12-27-69
NOTARY PUBLIC for the State of Montana
Residing at Billings, Montana
My Commission Expires Dec. 27, 1969

819749

Simon B. King

Yellowstone County Clerk & Recorder
By Mrs. Eastman Deputy

STATE OF MONTANA } ss.
County of Yellowstone }
I hereby certify that the within instrument was filed in my office and recorded on the May 12 1968 at 9:12 o'clock A.M. and duly recorded in Book 878 on Page 577
Witness my hand and official seal
W. E. MC CONNELL
County Clerk & Recorder
By Mrs. Eastman Deputy
Co. file

EASEMENT FOR ROAD RIGHT-OF-WAY

Book 878 Page 579

Know All Men by These Presents, That

Duane and Florence Florea, of the County of Yellowstone, State of Montana, for and in consideration of the sum of One and other valuable considerations DOLLARS ($1.00+O.V.C.), to them in hand paid by Yellowstone County, Montana, a body, politic and corporate, duly organized and existing under the laws of the state of Montana, receipt of which is hereby acknowledged, do hereby grant and convey unto said Yellowstone County, Montana, its successors and assigns, the right, privilege and authority to construct, operate, maintain and establish a public highway or road not more than eighty (80) feet wide, over, across and upon the following described real estate now owned by (me or us) and located in the County of Yellowstone, State of Montana, to-wit:

A tract of land for road purposes, being a strip eighty (80) feet in width located in Government Lot 3, Section 24, Township 2 South, Range 24 East P.M.M., more particularly described as follows: A tract of land located in Government Lot 3, said tract being a strip eighty (80) feet in width, forty (40) feet on either side of a centerline which begins North 89° 52' East a distance of 1075.10 feet and North 2° 35' west a distance of 526.0 feet from the west ¼ corner of Section 24, Township 2 South, Range 24 East, P.M.M.; thence from the true point of beginning North 71° 17' west a distance of 165.0 feet more or less to the East bank of the Clarke Fork of the Yellowstone River, said tract contains 0.30 gross acres or 0.19 net acres after present road right of way is excluded.

Yellowstone County agrees to furnish enough fencing materials for the east and south lines of Florea property, to be installed by landowner; also to perform various rip-rap and dike work, provide new drive approach and culvert without cost to owner.

TO HAVE AND TO HOLD, the same unto the said County of Yellowstone, State of Montana, and its own perpetually, with the right, privilege and authority to trim or cut down any trees which may interfere with the construction, maintenance and operation of such highway, and do also grant unto said County of Yellowstone, its successors and assigns, the right to enter upon the above described premises at any and all times for the purpose of maintaining and establishing such highway.

IN WITNESS WHEREOF, have hereunto signed this instrument this 29th day of April, A. D., 1968.

Witness:

Harry L. Wolverton

Duane Florea

Florence Florea

1+67.86 P.I. 1
THIEL
30'
30'
40'
40'
40'
40'
0+00 P.C.
D. = 5°
Δ. = 16°40'30"
T. = 167.86'
L. = 333.53'
R. = 1,146.0
3+33.53 P.T.
S. 71° 17' E.
599.62'


T. 2 S., R. 24 E.
71° 17' E.
599.62'
ROAD
1877.84'

Book 515 Page 540

STATE OF MONTANA,
County of Yellowstone, } ss.

On this 5th day of November, in the year Nineteen Hundred and Fifty Five, before me, Lou W. Chapple, a Notary Public for the State of Montana, personally appeared LEO A. KARP and VERNIE KARP, husband and wife, known to me 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.

Lou W. Chapple

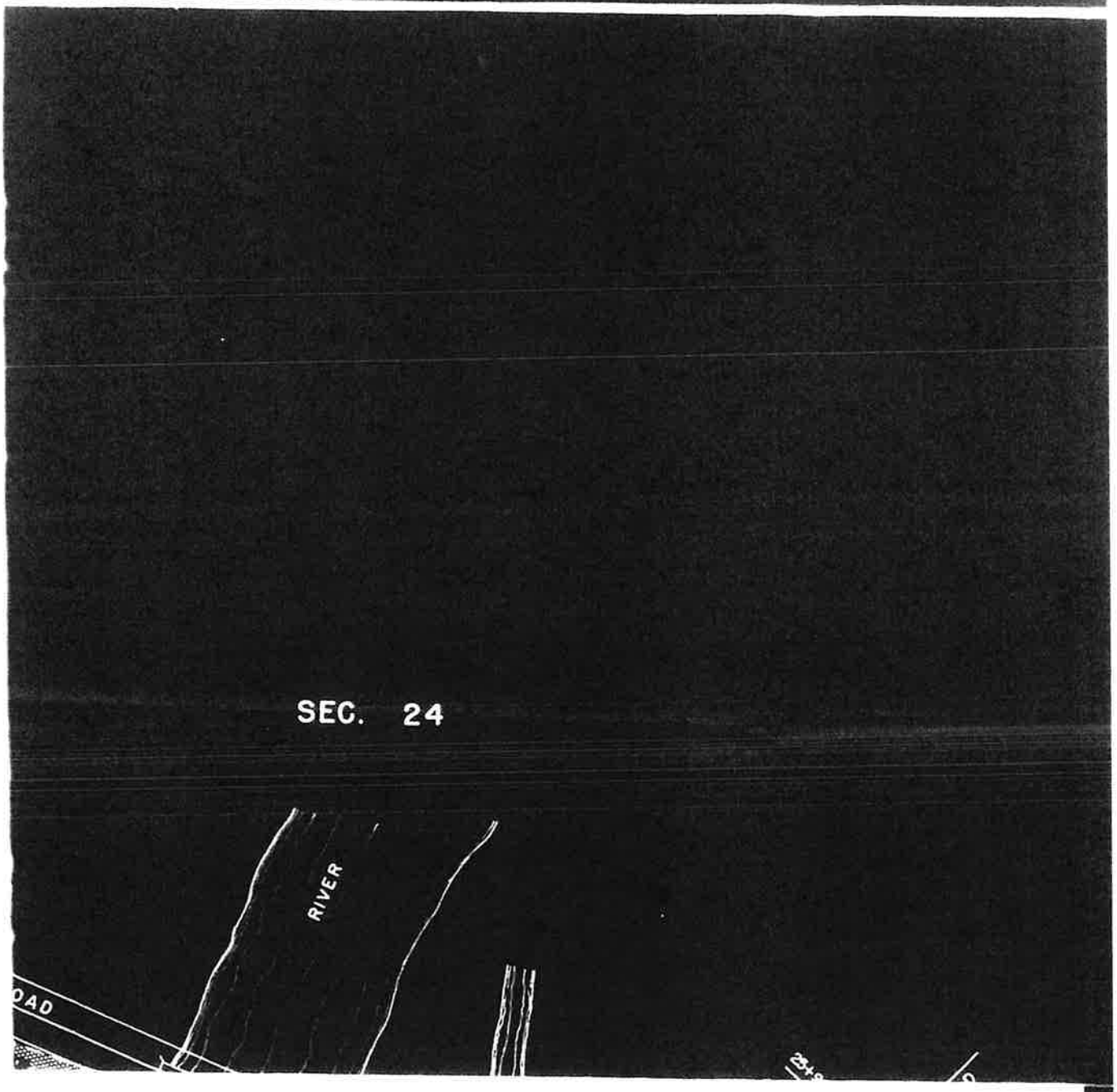
Notary Public for the State of Montana;
Residing at Billings, Montana
My Commission expires October 28, 1956

552581

Leo A. Karp, et ux
to
Lou W. Chapple, et al

STATE OF MONTANA, } ss.
County of Yellowstone }
I hereby certify that the within instrument was filed in my office for record on the 9th day of December 1955 at 1:52 o'clock P. M. and is duly recorded in Book 515 of Deeds on Page 540
Witness my hand and official seal
CHRIS RUBICH
County Recorder
By [illegible] Deputy
$3.00

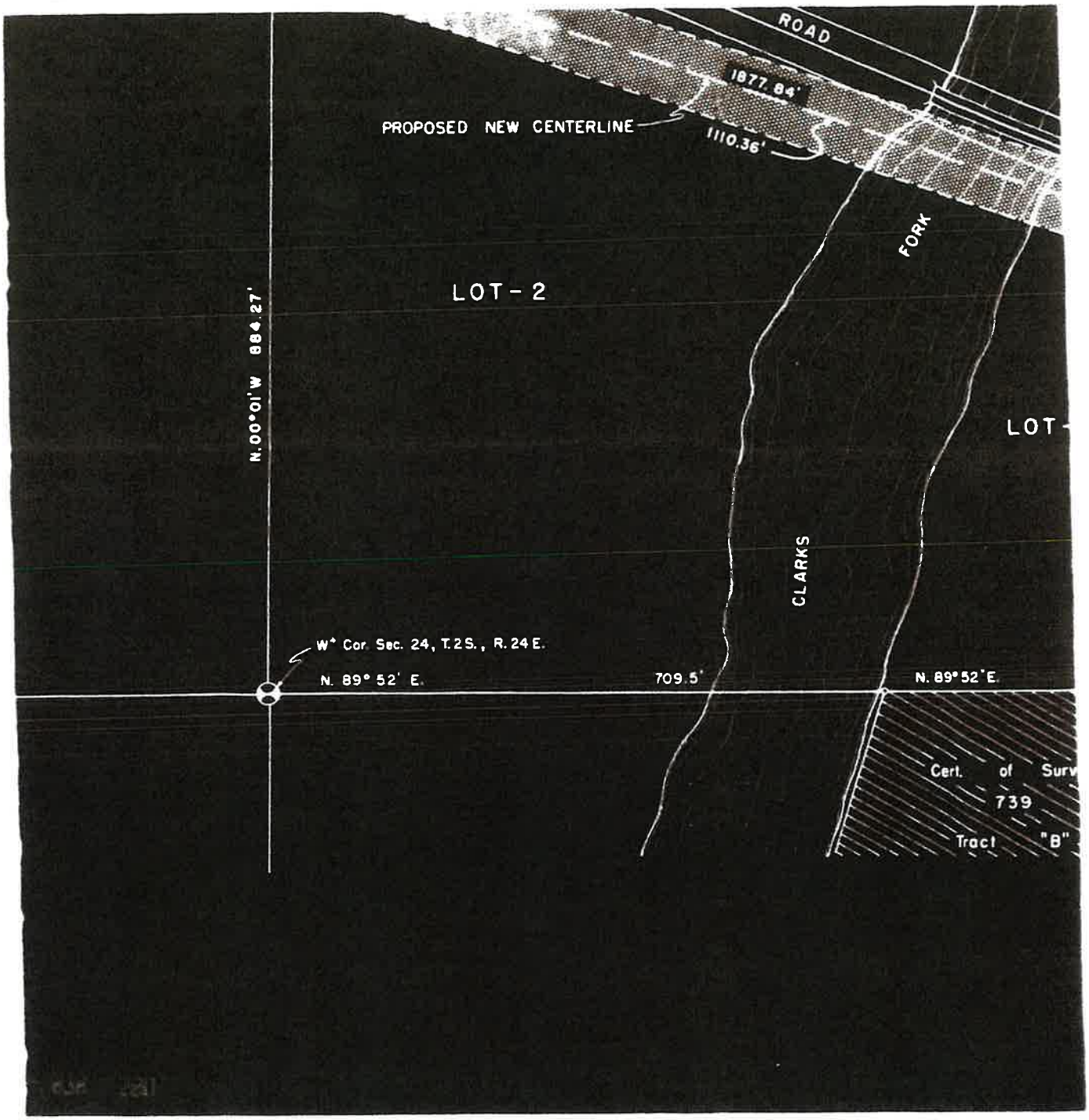
Return:
Lou W. Chapple
204 Professional Bldg.
Billings

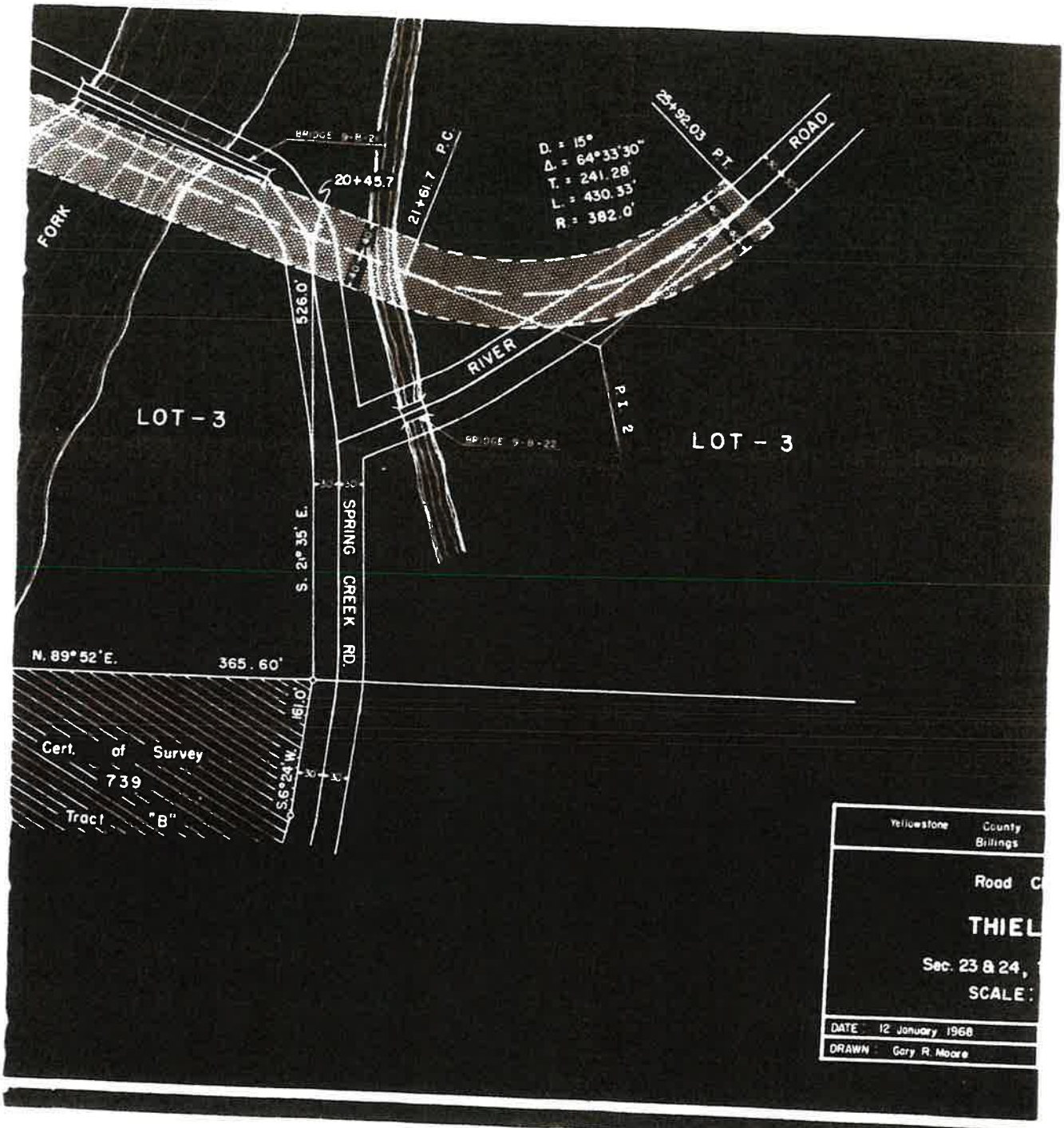

SEC. 24
RIVER
OAD

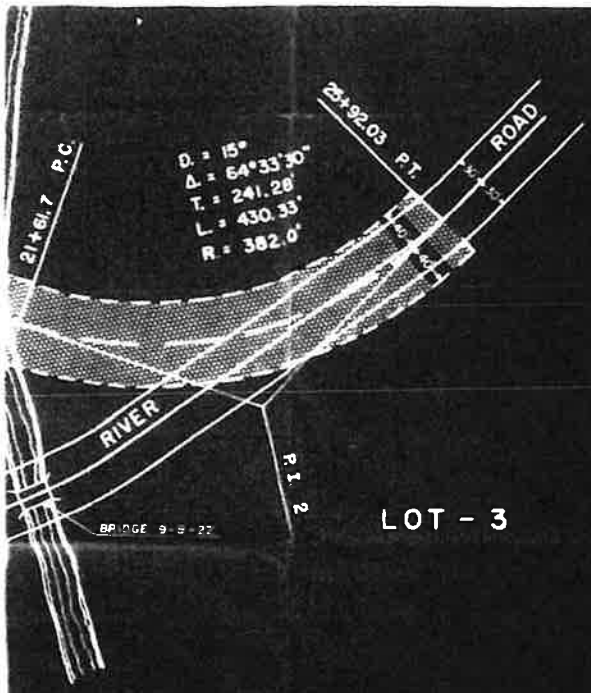
N

SEC. 23

LOT - 4


ROAD
1877.84'
PROPOSED NEW CENTERLINE
1110.36'
FORK
LOT - 2
N.00°01'W 884.27'
LOT -
CLARKS
W* Cor. Sec. 24, T.2S., R.24E.
N. 89° 52' E.
709.5'
N. 89°52'E.
Cert. of Surv
739
Tract "B"


BRIDGE 9-8-2
20+45.7
21+61.7 P.C.
D. = 15°
Δ. = 64°33'30"
T. = 241.28'
L. = 430.33'
R = 382.0'
25+92.03 P.T.
ROAD
FORK
526.0'
RIVER
P.I. 2
LOT - 3
BRIDGE 9-8-22
LOT - 3
S. 2° 35' E.
SPRING CREEK RD.
N. 89°52'E.
365.60'
161.0'
S.6°24' W.
Cert. of Survey
739
Tract "B"
Yellowstone County
Billings
Road C
THIEL
Sec. 23 & 24,
SCALE:
DATE: 12 January 1968
DRAWN: Gary R. Moore



Yellowstone County Surveyor's Office
Billings, Montana

Road Change on

THIEL ROAD

Sec. 23 & 24, T. 1 S., R. 24 E.

SCALE: 1" = 100'

DATE: 12 January 1968	APPROVED: H.W.
DRAWN: Gary R. Moore	Co. SURVEYOR: Harlan M. Lund

STATE OF MONTANA,
County of Yellowstone, } ss.

BOOK 878 PAGE 581

On this 29th day of April, 1968, before me, Frances C. Moushon, a Notary Public for the State of Montana, personally appeared Duane and Florence Flores known to me (or proved on oath of) to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Official Seal the day and year in this certificate above written.

Frances C. Moushon
Notary Public for State of Montana.

Residing at NOTARY PUBLIC for the State of Montana Residing at Billings, Montana

My commission expires My Commission Expires [illegible], 19[illegible]

SEAL

819750

Duane Flores et al

Yellowstone Co.

R/W Easement

STATE OF MONTANA
County of
I hereby
Deputy

Mon Co. Filed

M.S.T. & T. CO. FORM 7321
(3-69)

R/W 8325

RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Fifty and No/100 dollars ($ 50.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit: A strip of Land 15 feet in width the centerline of which is 60 feet north of and parallel to centerline of Thiel road. Said strip and road is located in the SW¼ NW¼ section 24 township 2 South Range 24 East P.M.M.

situate in County of Yellowstone, State of Montana,
TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary and the right to permit other utility companies to use the right of way jointly with Grantee for their utility purposes.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 28 day of January, A. D., 1976.

At Laurel

x Thomas L Altman

x Evonne Altman

(Add below a form of acknowledgement appropriate for the state in which the right-of-way is located and for the party who is granting the right-of-way, see I.M. 173, Sec. 5 for proper form.)

State of Montana)
County of Yellowstone) ss.

On this 28 day of January, 1976, before me, the undersigned, a Notary Public in and for the State of Montana personally appeared Thomas & Evonne Altman known to me to be the person(s) whose name(s) 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 in this certificate first above written.

John L Simonich
Notary Public for the State of Montana
Residing at Helena Montana
My Commission Expires October 21, 1977

This space for recording information

BOOK 1093 PAGE 708

"STATE OF
County of _____): ss.

On this _____ day of _____, 19___, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, known to me to be the _____ (President, Vice President or Secretary) of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

M.S.T. & T. Co.
Right of Way No. 8325

RIGHT OF WAY

from

Thomas G. Evanne Altman

to

The Mountain States Tel. & Tel. Co.

Lot or
Quarter-Section SW¼ NW¼
Block or
Section 24
Town or
Township 2 South

Range 21 East

Job No. M-4-0536
Exchange
or Toll Exchange

Line & No.

Lead Code
Station or
Pole Numbers

Right of way approved and accepted
on behalf of Telephone Company

By _____
S.U.P.V.
(Title)

1010901

Thomas Altman etal
to
Mtn. States Tel + Tel Co - R/W
Case

STATE OF MONTANA, } ss.
County of Yellowstone,
I hereby certify that the within instrument was filed in my office for record on this
day of MAR 3 1976 19
at 10-41 o'clock A. M., and is
duly recorded in Book 1093 of
on Page 202
Witness my hand and official seal
MERRILL H. KLUNDT
County Clerk & Recorder
By _____ Deputy
Type of Land Pasture

Field Draft No.

Personal Check No.

Date of Check 1-28-76

Mail to
The Mountain States Tel. & Tel. Co.
560 N. Park Ave.
Helena, Montana 59601

Attention:
Right of Way Department

Form No. 620 R9/78

Application for Change No. 19686-c43D

AUTHORIZATION TO CHANGE APPROPRIATION WATER RIGHT

Pursuant to Section 89-892, R.C.M. 1947, the Department of Natural Resources and Conservation, through the office of the Administrator of the Water Resources Division, hereby authorizes the Change of Appropriation Water Right submitted by JAMES P. AND LUCIE HOWARD OF BILLINGS, MONTANA.

The appropriation water right is: a claimed filed appropriation in the name of James W. Dix priority date October 12, 1893, as recorded in the records of Yellowstone County in Book L, Misc. on pages 302 and 303.

The source and point(s) of diversion(s) are: Spring Creek, a tributary of the Yellowstone River at a point in the NE¼ SW¼ NW¼ of Section 24, Township 2 South, Range 24 East, M.P.M., Yellowstone County, Montana.

The purpose(s) and place(s) of use(s) are for: irrigation from May 1 to October 1, inclusive, of each year, on a total of 23 acres, more or less, in the NW¼ of Section 24, Township 2 South, Range 24 East, M.P.M., Yellowstone County, Montana.

The Department hereby authorizes the change of the above-referenced water right as follows:
1. To change the point of diversion by diverting water into the Yellowstone River, which will be used as a natural carrier, and will be diverted from the Yellowstone River at points in the SE¼ NE¼ NW¼ and SW¼ NE¼ NW¼ of Section 24, Township 2 South, Range 24 East, M.P.M., Yellowstone County, Montana.

The diversion and distribution works for the above-referenced appropriation and for the change authorized shall be completed, and water shall be applied to beneficial use as specified above, on or before July 15, 1979 or within any authorized extension of time. The Notice of Completion of Change of Appropriation Water Right, Form No. 618, shall be filed on or before September 15, 1979.

This authorization is subject to the following limitations, terms, conditions, and restrictions:
The approval of this change is not to be construed as recognition by the Department of the water rights involved. All rights are subject to possible modification under the proceedings pursuant to Section 89-865, et seq., R.C.M. 1947.

NOTICE: Failure to comply with any of the terms and conditions herein may result in the loss of the permitted right or the Authorization to Change hereby granted.

Robert M. Carlson 12/1/78
Water Resources Division Date
ASSISTANT ADMINISTRATOR

Witness

MONTANA DEPARTMENT OF NATURAL RESOURCES & CONSERVATION DNRC
32 SOUTH EWING HELENA, MONTANA 59601

(For County Use Only)

STATE OF MONTANA
County of _____) ss.

Filed for record this _____ day of _____, 19____, at _____, and Recorded in _____ of the Records of _____ County, State of Montana.

By _____ Deputy

_____ Clerk and Recorder

BOOK 1204 PAGE 1335

1119312

State Water Board

to

James P. Howard et al

authorization & change approp. Water Permit

STATE OF MONTANA, }
County of Yellowstone, } ss.

I hereby certify that the within instrument was filed in my office for record on this

Day of FEB 15 1979 19

at 8:19 o'clock A M., and is duly recorded in Book 1204 of

on Page 1334

Witness my hand and official seal

MERRILL H. KLUNDT
County Clerk & Recorder

By Deputy

Mofar

Grantee

At 1 - Lawrel

BOOK 1261 PAGE 4802

M.S.T. & T. CO. FORM 7321
(3-69)

R/W 13339

RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Fifty and 00/100 dollars ($ 50.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

A strip of land 20 feet in width, situated in Lot 3 (SE¼NW¼), of Section 24, T.2 S.,R.24 E.,P.M.M.

Said strip is more particularly described as follows: The North 20 feet of that part of Lot 3, (Less 2.5 Acres), lying South of the County Road running through said Tract, in Section 24, T.2 S.,R.24 E.,P.M.M.

situate in County of Yellowstone, State of Montana.
TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary and the right to permit other utility companies to use the right of way jointly with Grantee for their utility purposes.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 3rd day of May, A. D., 19 84

At _____

X Thomas L. Altman

X Evonne Altman

(Add below a form of acknowledgement appropriate for the state in which the right-of-way is located and for the party who is granting the right-of-way, see I.M. 173, Sec. 5 for proper form.)

State of Montana)
County of Yellowstone) ss.

On this 3rd day of May, 1984, before me, the undersigned, a Notary Public in and for the State of Montana personally appeared Thomas L. and Evonne B. Altman known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

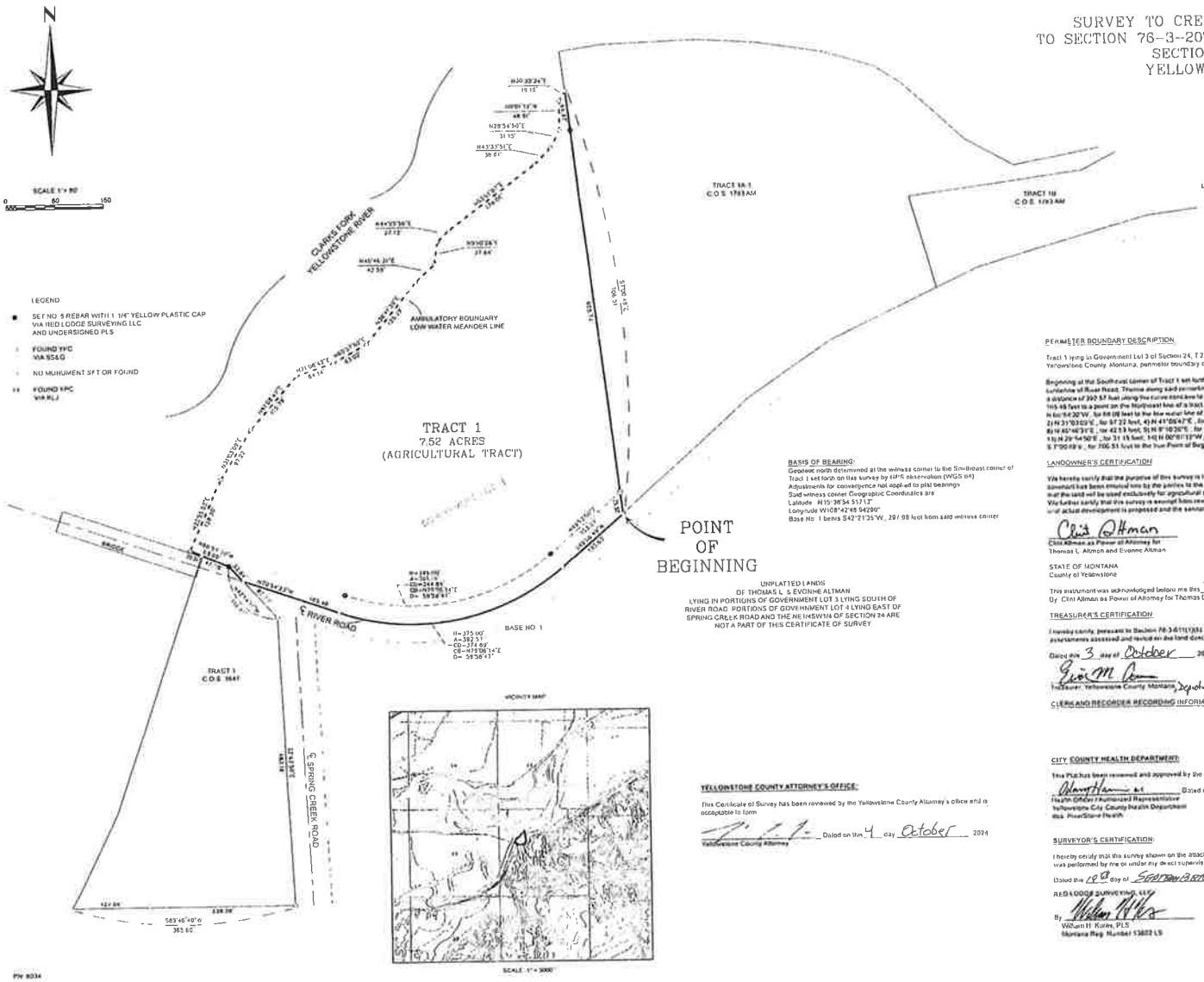
In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Lance H. Nelson
Notary Public for the State of Montana
Residing at Billings
My Commission Expires Aug. 11, 1985

This space for recording information

CERTIFICATE OF SURVEY NO. 3896

SURVEY TO CREATE A TRACT OF LAND PURSUANT
TO SECTION 76-3--207(1)(c), MCA. IN GOVERNMENT LOT 3 OF
SECTION 24, T.2S., R.24E., P.M.M.,
YELLOWSTONE COUNTY, MONTANA



SURVEYED BY RED LODGE SURVEYING LLC
PO BOX 986 | 606 S GRANT AVE
RED LODGE, MT 59068

DURING MAY OF 2024

LANDOWNERS THOMAS L. ALTMAN AND EVONNE ALTMAN

PERIMETER BOUNDARY DESCRIPTION

Tract 1 lying in Government Lot 3 of Section 24, T.2S., R.24E., P.M.M., Yellowstone County, Montana, perimeter boundary described as follows

Beginning at the Southeast corner of Tract 1 set forth on this survey, said point is also the Southwest corner of Tract 1A-1 of Certificate of Survey No. 1783 Am and the centerline of River Road. Thence along said centerline line following 3 courses: 1) S 49°06'30"W, for 133.03 feet to the beginning of a curve tangent to said line, 2) southwesterly a distance of 392.57 feet along the curve concave to the right, having a radius of 375.00 feet and a central angle of 59°56'47", 3) N 70°54'23"W tangent to said curve, for 115.48 feet to a point on the Northeast line of a tract set forth on Certificate of Survey 1647. Thence along boundary of C.O.S. 1647 N 42°24'11"W, for 33.84 feet. Thence N 54°30'W, for 88.08 feet to the low water line of the Clarks Fork River. Thence along said low water line the following 15 courses: 1) N 23°15'03"E, for 128.30 feet, 2) N 31°03'03"E, for 87.22 feet, 4) N 41°05'47"E, for 115.79 feet, 5) N 71°08'42"E, for 64.14 feet, 6) N 80°57'07"E, for 83.02 feet, 7) N 38°41'38"E, for 129.26 feet, 8) N 45°46'31"E, for 42.53 feet, 9) N 8°10'30"E, for 37.84 feet, 10) N 44°25'56"E, for 37.12 feet, 11) N 53°01'07"E, for 178.06 feet, 12) N 42°33'51"E, for 38.81 feet, 13) N 29°54'50"E, for 31.15 feet, 14) N 00°01'13"W, for 48.91 feet, 15) N 30°32'31"E, for 19.18 feet to the West line of said Tract 1A-1. Thence along said West line S 7°00'09"E, for 706.51 feet to the true Point of Beginning, said tract being 7.52 Acres more or less

BASIS OF BEARING:
Geodetic north determined at the witness corner to the Southeast corner of Tract 1 set forth on this survey by GPS observation (WGS 84)
Adjustments for convergence not applied to plat bearings
Said witness corner Geographic Coordinates are
Latitude N 45°36'54.5171"
Longitude W 108°42'49.54290"
Base No. 1 bears S42°21'35"W, 297.98 feet from said witness corner

UNPLATTED LANDS
OF THOMAS L. & EVONNE ALTMAN
LYING IN PORTIONS OF GOVERNMENT LOT 3 LYING SOUTH OF RIVER ROAD. PORTIONS OF GOVERNMENT LOT 4 LYING EAST OF SPRING CREEK ROAD AND THE NE1/4SW1/4 OF SECTION 24 ARE NOT A PART OF THIS CERTIFICATE OF SURVEY

LANDOWNER'S CERTIFICATION

We hereby certify that the purpose of this survey is to create Tract 1, as shown on this survey, as a parcel of land to be used exclusively for agricultural purposes, and that a covenant has been created into by the parties to the transaction, running with the land and revocable only by mutual consent of the governing body and the property owners that the land will be used exclusively for agricultural purposes, and that this survey is, therefore, exempt from review as a subdivision pursuant to section 76-3-207(1)(c), MCA. We further certify that this survey is exempt from review by the Department of Environmental Quality pursuant to ARM 17.36.605(2)(a) and will not be restricted from development until actual development is proposed and the sanitary restrictions are removed by the Montana Department of Environmental Quality

Clint Altman
Clint Altman as Power of Attorney for
Thomas L. Altman and Evonne Altman

STATE OF MONTANA
County of Yellowstone

This instrument was acknowledged before me this 30 day of September 2024
By Clint Altman as Power of Attorney for Thomas L. Altman and Evonne Altman

Notary Signature

TREASURER'S CERTIFICATION

I hereby certify, pursuant to Section 76-3-611(1)(b), MCA, that all real property taxes and special assessments assessed and levied on the land described above have been paid

Dated this 3 day of October 2024

Treasurer, Yellowstone County, Montana

CLERK AND RECORDER RECORDING INFORMATION

CS 4088770

MC: 4088771

CITY COUNTY HEALTH DEPARTMENT:

This Plat has been reviewed and approved by the City-County Health Department

Dated on this 8th day October 2024

Health Officer / Authorized Representative
Yellowstone City-County Health Department
dba RiverStone Health

YELLOWSTONE COUNTY ATTORNEY'S OFFICE:

This Certificate of Survey has been reviewed by the Yellowstone County Attorney's office and is acceptable to form

Dated on this 4 day October 2024

Yellowstone County Attorney

SURVEYOR'S CERTIFICATION:

I hereby certify that this survey shown on the attached Certificate of Survey was performed by me or under my direct supervision

Dated this 10th day of September 2024

RED LODGE SURVEYING, LLC

By William H. Karas, PLS
Montana Reg. Number 13602 LS

MONTANA WILLIAM H. KARAS No. 13602 LS LICENSED PROFESSIONAL LAND SURVEYOR

MC 4088771
10/28/2024 11:00 AM Pages: 1 of 2 Fees: 16.00
Jeff Martin Clerk & Recorder, Yellowstone MT

Return to:
Clint Altman
2135 Spring Creek Road
Laurel, MT 59044

DECLARATION OF COVENANT

This Declaration, made this 17 day of October, 2024, by Thomas L. Altman and Evonne Altman, hereinafter referred to as the "Declarant";

That whereas, Declarant is the owner of certain property lying in Government Lot 3 in Section 24, T.2S., R.24E., P.M.M. described as Tract 1 of Certificate of Survey No. 3896 on file, and of record, as Document No. 4088770, in the office of the Clerk and Recorder, Yellowstone County, Montana.

Now, therefore, Declarant hereby declares that the parcel described above shall be held, sold, and conveyed in any matter subject to the following covenant, which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, executors, successors, administrators, and assignees, and shall bind each owner thereof. This covenant may be revoked by mutual consent of the owners of the parcel in question and the governing body of Yellowstone County. The governing body is deemed to be a party to and may enforce this covenant. TO WIT.

The parcel described above shall be used exclusively for agricultural purposes and no building or structure requiring water or sewage facilities may be erected or utilized thereon.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set his hand.

Clint Altman

Clint Altman as Power of Attorney for
Thomas L. Altman and Evonne Altman

MC 4088771
10/28/2024 11:00 AM Pages: 2 of 2 Fees: 16.00
Jeff Martin Clerk & Recorder, Yellowstone MT

STATE OF MONTANA
County of Stillwater

This instrument was acknowledged before me this 17 day of October, 2024.
By: Clint Altman as Power of Attorney for The Tom Altman Family Trust and The Evonne Altman Trust

Notary Public for the State of Montana

TERRI JACKSON
NOTARY PUBLIC for the
State of Montana
Residing at Park City, Montana
My Commission Expires
February 2, 2026

Note: Any change in use of the land for anything other than agricultural purposes subjects the parcel to review and approval following the procedures established for review of subdivision pursuant to section 76-3-207(2)(b), MCA.

The County Commission of Yellowstone County, Montana does hereby certify that it has approved this agricultural covenant.

Chairman, Yellowstone County
Board of Commissioners

Commissioner

Commissioner

Attest Yellowstone County
Clerk and Recorder

Dated this 22ND day of October, 2024.

Note: Any change in use of the land for anything other than agricultural purposes subjects the parcel to review and approval following the procedures established for review of subdivision pursuant to section 76-3-207(2)(b), MCA.

State of Montana }
ss.
County of Yellowstone }

On this 22nd day of October, 2024 before me, a Notary Public in and for the State of Montana, personally appeared John Ostlund, Mark Morse and Donald W. Jones, known to me to be the Board of County Commissioners, respectively, and the County Clerk and Recorder, Jeff Martin, of Yellowstone County Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they fully executed the same on behalf of Yellowstone County, Montana.

Teri Reitz

TERI REITZ
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
February 27, 2026

4100509 PRD
04/18/2025 02:04 PM Page 1 of 2 Fees: $16.00
eRecorded For Yellowstone County, MT
Jeff Martin, Clerk & Recorder

Return to:
Bruce O. Bekkedahl
Patten, Peterman, Bekkedahl & Green, PLLC
2817 2nd Avenue North, Suite 300
Billings, MT 59101

PERSONAL REPRESENTATIVE'S DEED

FOR VALUABLE CONSIDERATION, **Clint Altman duly appointed and qualified Personal Representative of the Estate of Evonne B. Altman, deceased,** under Probate No. DP 22-0338, Montana Thirteenth Judicial District Court, Yellowstone County, hereinafter referred to as **Grantor,** hereby grant and convey unto **Thomas L. Altman** of Spring Creek Road, Laurel, Montana, 59044, hereinafter referred to as **Grantee**, the following described real property in Yellowstone County, Montana, to-wit:

Township 2 South, Range 24 East, M.P.M.
Section 24: Tract 1 of Certificate of Survey N. 3896.

To have and to hold unto the Grantees, and to their heirs, successors and assigns thereof forever.

SUBJECT TO current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities apparent and as may appear of record, the Grantor warrants the title only as to the acts of the Grantor herein.

DATED this 18 day of April, 2025.

Clint Altman

Clint Altman, as Personal Representative of the
Estate of Evonne B. Altman, Grantor

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 18 day of April, 2025, before me, a Notary Public for the State of Montana, personally appeared, **Clint Altman as Personal Representative of the Estate of Evonne B. Altman** and acknowledged to me that he executed the above instrument for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year hereinabove first written.

LAUREN BRUNMEIER NOTARIAL SEAL STATE OF MONTANA

LAUREN BRUNMEIER
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
March 9, 2028

Notary Public for the State of Montana

Yellowstone County, Montana

Property Tax Detail For D02928A

Owner Listed On Last Tax Statement
Last Updated: October 6, 2025

Primary Owner: ALTMAN, THOMAS L

Owner as of October 6, 2025

Primary Owner Name: ALTMAN, THOMAS L

2025 Mailing Address

Mailing Address: ALTMAN, THOMAS L
2135 SPRING CREEK RD
LAUREL, MT 59044-8858

Property Information

Property Address:
Township: 02 S Range: 24 E Section: 24
Certificate of Survey: 3896 Parcel: 1
Full Legal: S24, T02 S, R24 E, C.O.S. 3896, PARCEL 1, (25)
GeoCode: 03-0821-24-3-05-11-0000

2025 Assessed Value Summary

Assessed Land Value =	$10,199.00
Assessed Building(s) Value =	$0.00
Personal Property Value =	$0.00
Total Assessed Value =	$10,199.00

Assessed Value Detail Tax Year: 2025

Description	Tax Rate	Amount
Tillable Irrigated Land	%	$10,199.00
	Total:	$10,199.00

Rural SID
NONE

Year	1st Half	2nd Half	Total
2025	54.53	54.52	109.05

(P) indicates paid taxes.

Commissioner:

District - 1
Chris White (R)
PO Box 35000
Billings, MT 59107
406-256-2701 - Work

Senate: District - 27
Vince Ricci (R)
3109 Forbes Blvd
Billings,
MT 59106
406-855-9153 - Work
(406) 671-7052 - Home

House: District - 54
Lee Deming (R)
522 Fairway View Dr
Laurel,
MT 59044
406-671-2508 - Work

Ward: Outside City Limits

Precinct: 57

High School: Laurel

Middle School: Laurel

Elementary School: Laurel

Trustee: School District Trustee Links

Recording #	Document type	Recorded Date	Document Date	Book	Page
4100509	Personal Representative or Executor's Deed of Distribution	4/18/2025	4/18/2025	REF	DEED
4096530	Termination of Joint Tenancy by Death	2/24/2025	2/10/2025		
4088770	Other	10/28/2024	10/28/2024	2025	SPLIT

Owner Information

Primary Owner: ALTMAN, THOMAS L
Tax Code: D02928A
GeoCode: 03-0821-24-3-05-11-0000
Property Address:
Legal Description: S24, T02 S, R24 E, C.O.S. 3896, PARCEL 1, (25)

Property Type: Vacant Land

Site Information - View Codes

Levy District:	03-2970-O7L	**Location:**	
Neighborhood Code:	203.001	**Fronting:**	
Parking type:		**Parking Prox:**	
Utilities:		**Access:**	
Lot Size:	7.52 Acres	**Topography:**	

Ag Land Data

Cont Crop AC:	0	**Fallow AC:**	0	**Irrigated AC:**	7.52
Grazing AC:	0	**Wild AC:**	0	**Timber AC:**	0
Farmsite AC:	0	**NonQual AC:**	0	**Total AC:**	7.52

GENERAL TAX DETAIL

Levy Description	1st Half	2nd Half	Total
COUNTY			
BRIDGE	$0.47	$0.47	$0.94
EXTENSION SERVICE	$0.08	$0.08	$0.16
GENERAL FUND	$4.77	$4.77	$9.54
LAUREL COUNTY PLANNING	$0.23	$0.23	$0.46
LIABILITY & PROPERTY INSURANCE	$0.22	$0.22	$0.44
LIBRARY	$0.71	$0.71	$1.42
MENTAL HEALTH	$0.07	$0.07	$0.14
METRA (CIVIC CENTER)&COUNTY FAIR	$1.03	$1.03	$2.06
MUSEUM	$0.18	$0.18	$0.36
PERMISSIVE MEDICAL LEVY	$1.32	$1.32	$2.64
PUBLIC HEALTH	$0.85	$0.85	$1.70
PUBLIC SAFETY - COUNTY ATTORNEY	$1.43	$1.43	$2.86
PUBLIC SAFETY - MENTAL HEALTH	$0.38	$0.38	$0.76
PUBLIC SAFETY - SHERIFF	$3.36	$3.36	$6.72
ROAD	$4.71	$4.71	$9.42
SENIOR CITIZENS-ELDERLY ACTIVITIES	$0.48	$0.48	$0.96
WEED CONTROL	$0.08	$0.08	$0.16
COUNTY TOTALS:	**$20.37**	**$20.37**	**$40.74**

SCHOOL			
ELEM & HIGH SCH TRANSPORTATION	$0.18	$0.18	$0.36
ELEMENTARY RETIREMENT	$1.47	$1.47	$2.94
HIGH SCHOOL RETIREMENT	$0.79	$0.79	$1.58
SD #7 (LAUREL) - ELEM BUILDING RESERVE	$0.27	$0.27	$0.54
SD #7 (LAUREL) - ELEM BUS RESERVE	$0.19	$0.19	$0.38
SD #7 (LAUREL) - ELEM DEBT SERV	$7.98	$7.98	$15.96
SD #7 (LAUREL) - ELEM GENERAL	$4.76	$4.76	$9.52
SD #7 (LAUREL) - ELEM TECHNOLOGY	$0.07	$0.07	$0.14
SD #7 (LAUREL) - ELEM TRANSPORTATION	$0.94	$0.94	$1.88
SD #7 (LAUREL) - ELEM TUITION	$1.25	$1.25	$2.50
SD #7 (LAUREL) - HS BUILDING RESERVE	$0.15	$0.15	$0.30
SD #7 (LAUREL) - HS BUS RESERVE	$0.09	$0.09	$0.18
SD #7 (LAUREL) - HS DEBT SERVICE	$0.58	$0.57	$1.15
SD #7 (LAUREL) - HS GENERAL	$2.54	$2.54	$5.08
SD #7 (LAUREL) - HS TECHNOLOGY	$0.03	$0.03	$0.06
SD #7 (LAUREL) - HS TRANSPORTATION	$0.58	$0.58	$1.16
SD #7 (LAUREL) - HS TUITION	$0.26	$0.26	$0.52
SCHOOL TOTALS:	**$22.13**	**$22.12**	**$44.25**
STATE			
ACCREDITED HIGH SCHOOL	$2.30	$2.30	$4.60
GENERAL SCHOOL	$3.45	$3.45	$6.90
STATE EQUALIZATION AID	$4.18	$4.18	$8.36
UNIVERSITY MILLAGE	$0.63	$0.63	$1.26
VOCATIONAL-TECHNICAL SCHOOLS	$0.16	$0.16	$0.32
STATE TOTALS:	**$10.72**	**$10.72**	**$21.44**
TOTAL GENERAL TAXES	**$53.22**	**$53.21**	**$106.43**

*** = Voted Levy to impose a New Mill Levy**
**** = Voted Levy Increase to a Levy Submitted to Electors**
***** = Voted Levy to Exceed Levy Limit (MCA 15-10-420)**

SPECIAL ASSESSMENTS

Description	1st Half	2nd Half	Total
LFD7 LAUREL FIRE DISTRICT #7	$1.26	$1.26	$2.52
SOIL SOIL CONSERVATION	$0.05	$0.05	$0.10
TOTAL SPECIAL ASSESSMENTS	**$1.31**	**$1.31**	**$2.62**

General Taxes	District	Mill Levy	1st Half	2nd Half
LAUREL OUTSIDE W/PLANNING	O7L	509.25	53.22	53.21

TOTAL TAXES DUE CURRENT YEAR: $109.05

This property may qualify for a Property Tax Assistance Program. This may include: Intangible Land Value Assistance, Property Tax Assistance, Disabled or Deceased Veteran's Residential Exemption, and/or Elderly Homeowner's Tax Credit. Contact the Department of Revenue at (406)896-4000 for further information.

Total Prior Year(s) Delinquent Tax Including Penalty and Interest: **$55.97** If Paid By*: **12/23/2025**

* Additional Penalty and Interest shall be added if not paid by above date. A taxpayer may pay current year taxes without paying delinquent taxes. The county treasurer shall accept a partial payment equal to the delinquent taxes, including penalty and interest, for one or more full tax years if taxes currently due for the current tax year have been paid.

This Information is current as of 12/23/2025 10:11:01 AM