



First American Title Company

206 East Callender, Livingston, MT 59047
Phone (406)222-0362 - Fax (406)222-8764

As we continue to operate during the Novel Coronavirus pandemic, our focus continues to be to provide the best possible customer experience while maintaining the ongoing health and safety of our employees, customers, and communities. We have enhanced health and safety procedures in place and will be following guidance and directives from national, state and local authorities.

Our company has invested in technology solutions and developed processes to provide many safe closing options for our customers. Your local team will discuss the options available to you and your clients, based upon the type of transaction and client preference, prior to your closing appointment being scheduled. Options include, but are not limited to:

Remote/Online Signing Options

Curbside/Outside/Drive-Up Closing Appointments

Traditional In Office Closing Appointments

Important Information

In an effort to protect the health of our customers, staff and communities, we are asking that anyone not feeling well please refrain from attending the closing. We will be asking all parties planning to attend a closing the following pre-closing screening questions. An affirmative answer to any of the questions may require us to make different closing arrangements or reschedule the closing.

- **Are you currently in quarantine for, diagnosed with or being tested for COVID-19?**
- **Within the last 14 days, have you or a household family member cared for someone diagnosed with COVID-19?**
- **Are you experiencing any cold, flu-like or other symptoms that the CDC has designated to be a potential COVID-19 symptom?**

Please visit our website **[gofirstam.com](https://www.gofirstam.com)** for the most up-to-date status of our operational response to government announcements and orders.

We are in this together! Stay safe and healthy,

Quinn Stufflebeam
CEO

Revision Date 9/20/2020



**206 East Callender, Livingston, MT 59047
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**Prepared Exclusively for:
James Duncan
Yellowstone Real Estate Group
1019 West Park Street
Livingston , MT 59047**

Date: **March 30, 2021**

Property Profile No.: **968858**

Last Grantee of Record: **Ellison Ranch Limited Partnership**

Property Address (if of record): **TBD Swingley Road, Livingston, MT 59047**

Brief Legal Description: **That part of Section 34, Township 2 South, Range 12 East, of the Principal Montana Meridian, Park County, Montana, described as Parcel 2A-1 of Certificate of Survey No. 2553 RB, according to the official recorded plat thereof, filed in the office of the Clerk and Recorder of said County.**

Attachments:

X Last Conveyance Deed
X Tax Information
Deed(s) of Trust or Mortgage(s)
Section Map
Subdivision Plat Map
X Certificate of Survey
None CC&R's
Found
X Right of First Refusal

First American Title Company appreciates your business. If we can be of further assistance please contact, **Scott Gray** at **(406)222-0362**.

This information is furnished in conformance with the rules established by the Montana Commissioner of Securities and Insurance. A detailed examination of title may disclose additional liens and encumbrances not noted herein. Accordingly, it is not intended that this property profile be relied upon as a title report. First American Title Company is not responsible for any errors or omissions in the information provided.

***First American Title Company
We make things simple.***



Shopping Cart: 0 items [\$0.00]

- New Search**
- History**
- Payoff**
- PayTaxes**
- Help**

Property Tax ID: 0004286010

Status: Current

Receipt: 8496

2020 Owner(s):
ELLISON RANCH LIMITED PARTNERSHIP
HANAWALT KENT

Mailing Address:
1825 SWINGLEY RD
MC LEOD, MT 590528603

Levy District:
3612, DISTRICT 4 OUT / NF

2020 Value:

Market: \$41,806
Taxable: \$903

☐ **Detail**

2020 Taxes:

First Half:	\$209.21	Due: 12/15/2020
Second Half:	\$209.19	Due: 5/31/2021
Total:	\$418.40	

☐ **Show Current Tax Bill**

☐ **Detail**

2020 Payments:

First Half:	\$209.21
Second Half:	\$0.00
Total:	\$209.21

(May include penalty & interest)

☒ **View Pie Charts**

2020 Legal Records:

Geo Code: 49-0805-34-3-01-01-0000

Property address: SWINGLEY RD, MCLEOD MT 59052
TRS: T02 S, R12 E, Sec. 34
Legal: S34, T02 S, R12 E, C.O.S. 2553RB,
PARCEL 2A-1, ACRES 312.949

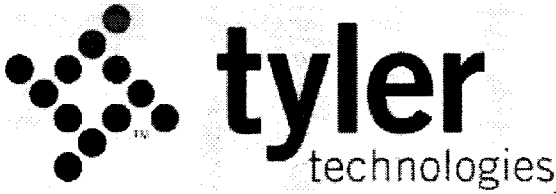
Note: Only one search criterion is required (e.g. Parcel # or Owner Name). Entering additional criteria will result in an incomplete search.

ATTENTION: For Owner Name Searches, you must search LastName FirstName.

The accuracy of this data is not guaranteed. Property Tax data was last updated 03/30/2021 01:00 PM.

Send Payments To:

Send Payments to:
Park County Treasurer
414 East Callender
Livingston, MT 59047
PH: (406)222-4121 or 4119



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Property Record Card

Summary

Primary Information

Property Category: RP

Geocode: 49-0805-34-3-01-01-0000

Primary Owner:
ELLISON RANCH LIMITED PARTNERSHIP
1825 SWINGLEY RD
MC LEOD, MT 59052-8603

NOTE: See the Owner tab for all owner information

Subcategory: Agricultural and Timber Properties

Assessment Code: 0004286010

PropertyAddress: SWINGLEY RD
MCLEOD, MT 59052

COS Parcel: 2A-1

Certificate of Survey: 2553RB

Subdivision:

Legal Description:
S34, T02 S, R12 E, C.O.S. 2553RB, PARCEL 2A-1, ACRES 312.949

Last Modified: 9/27/2020 6:19:23 PM

General Property Information

Neighborhood: 249.150

Property Type: VAC_R - Vacant Land - Rural

Living Units: 0

Levy District: 49-3612-4OUT/NF

Zoning:

Ownership %: 100

Linked Property:

Linked Property 49-0805-34-2-01-01-0000	Link Type 8 - Split	View
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Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography:

Utilities:

Access:

Location:

Fronting:

Parking Type:

Parking Quantity:

Parking Proximity:

Land Summary

Land Type	Acres	Value
Grazing	254.710	23,215.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	58.239	18,591.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	312.949	41,806.00
Total Forest Land	0.000	00.00
Total Market Land	0.000	00.00

Deed Information:

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
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Owners

Party #1

Default Information: ELLISON RANCH LIMITED PARTNERSHIP
1825 SWINGLEY RD
Ownership %: 100
Primary Owner: "Yes"
Interest Type: Conversion
Last Modified: 4/25/2013 11:11:54 AM

Other Names

Other Addresses

Name	Type	
HANAWALT KENT	C - Contact Name	No other address

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2020	41806	0	41806	COST
2019	41806	0	41806	COST

Market Land

Market Land Info
No market land info exists for this parcel

Dwellings

Existing Dwellings
No dwellings exist for this parcel

Other Buildings/Improvements

Outbuilding/Yard Improvements
No other buildings or yard improvements exist for this parcel

Commercial

Existing Commercial Buildings
No commercial buildings exist for this parcel

Ag/Forest Land

Ag/Forest Land Item #1	
Acre Type: G - Grazing	Irrigation Type:
Class Code: 1601	Timber Zone:
Productivity	
Quantity: 0.335	Commodity: Grazing Fee
Units: AUM/Acre	
Valuation	
Acres: 142.23	Per Acre Value: 82.19
Value: 11690	

Ag/Forest Land Item #2

Acre Type: G - Grazing
Class Code: 1601
Productivity
Quantity: 0.337
Units: AUM/Acre
Valuation
Acres: 73.346
Value: 6063

Irrigation Type:
Timber Zone:

Commodity: Grazing Fee

Per Acre Value: 82.66

Ag/Forest Land Item #3

Acre Type: G - Grazing
Class Code: 1601
Productivity
Quantity: 0.398
Units: AUM/Acre
Valuation
Acres: 4.022
Value: 393

Irrigation Type:
Timber Zone:

Commodity: Grazing Fee

Per Acre Value: 97.66

Ag/Forest Land Item #4

Acre Type: G - Grazing
Class Code: 1601
Productivity
Quantity: 0.477
Units: AUM/Acre
Valuation
Acres: 17.156
Value: 2008

Irrigation Type:
Timber Zone:

Commodity: Grazing Fee

Per Acre Value: 117.03

Ag/Forest Land Item #5

Acre Type: G - Grazing
Class Code: 1601
Productivity
Quantity: 0.695
Units: AUM/Acre
Valuation
Acres: 17.956
Value: 3061

Irrigation Type:
Timber Zone:

Commodity: Grazing Fee

Per Acre Value: 170.47

Ag/Forest Land Item #6

Acre Type: W - Non-Irrigated Hayland
Class Code: 1801
Productivity
Quantity: 0.832
Units: Tons/Acre
Valuation
Acres: 58.239
Value: 18591

Irrigation Type:
Timber Zone:

Commodity: Alfalfa

Per Acre Value: 319.22

DEED

I, EMMA M. ELLISON, Trustee of the REVOCABLE INTER-VIVOS TRUST OF EMMA M. ELLISON, EMMA M. ELLISON, currently sited at 1825 Swingley Road, McLeod, MT 59052, Grantor, do hereby grant and convey all rights and interests in fee simple to the ELLISON RANCH LIMITED PARTNERSHIP, located at 1825 Swingley Road, McLeod, MT 59052, in the following described property located in the County of Park, State of Montana:

Township 2 South, Range 12 East in Park County, Montana:

- Section 15: E 1/2, E1/2 W 1/2
- Section 22: NE 1/4, NW1/4 SE1/4, E1/2 NW1/4, NE1/4 SW1/4, E1/2 SE 1/4, SW 1/4 SE 1/4, SE1/4 SW 1/4
- Section 27: W1/2, SE1/4, S1/2NE1/4, NW1/4 NE1/4
- Section 28: SE1/4 NE1/4, SE 1/4
- Section 33: NE1/4, E1/2 SE1/4 excepting therefrom SE 1/4 SE 1/4
- Section 34: N 1/2 NE 1/4, SW1/4 NE1/4, NW1/4, N1/2 SW1/4, SW1/4 SW1/4, SE1/4 SW1/4 less parcel SE1/4 NE1/4, SE1/4, excepting therefrom, E1/2, SE1/4 SW1/4, less parcel, SW1/4 SW1/4

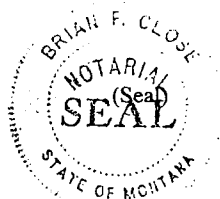
together with all the tenements, hereditaments and appurtenances thereto belonging, and the reversions, remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, possession, claims and demands whatsoever as well in law as in equity, to have and to hold, all and singular the said premises, with appurtenances, to its successors and assigns forever. [Deed Ref. Roll 167 Page 505]

Dated this 28th day of May, 2002.

Emma M. Ellison
EMMA M. ELLISON, TRUSTEE, GRANTOR

STATE OF MONTANA)
: ss.
COUNTY OF GALLATIN)

On this 28th day of May, 2002, before me a Notary Public in and for said state personally appeared EMMA M. ELLISON, Trustee, known to me to be the person whose name is subscribed to the foregoing Deed and acknowledged to me that she executed the same.



Brian F. Close
Brian F. Close - Notary Public
Residing at Bozeman, Montana
My Commission Expires 11/13/03

REALTY TRANSFER RECEIVED



1

After Recording. Return To:

John T. Glover, Jr., Esq.
Berg, Lilly & Tollefsen, P.C.
1 West Main St.
Bozeman, MT 59715

395643 Fee: \$49.00 Page(s): 7

Park County, MT Recorded 12/23/2016 At 10:32 AM
Maritza H Reddington, Clk & Rcdr By PS *MB* Return To:
BERG, LILLY, & TOLLEFSON JOHN T GLOVER, JR
1 W MAIN ST BOZEMAN, MT 59715

RIGHT OF FIRST REFUSAL

This Right of First Refusal is granted to VF FARM, LLC, with mailing address of 3350 Riverwood Parkway, Suite 425, Atlanta, GA 30339, and to its permitted successors and assigns, hereinafter referred to as "Grantee," by ELLISON RANCH LIMITED PARTNERSHIP, with mailing address of 1825 Swingley Road, McLeod, MT 59052, hereinafter referred to as "Grantor," concerning certain real property owned by the Grantor in Park and Sweet Grass Counties, Montana, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Ellison Ranch Property").

WHEREAS, Grantee owns lands adjacent to the Ellison Ranch Property; and

WHEREAS, it is the intent and desire of the parties that the Grantee, and its permitted successors and assigns, shall have this exclusive Right of First Refusal to acquire the Ellison Ranch Property for the duration hereof, in the event the Ellison Ranch Property or any portion thereof were ever to be owned by a person or entity other than the current Grantor entity, or Kent L. Hanawalt individually, or the spouse or any lineal descendants of Kent L. Hanawalt;

NOW THEREFORE, for \$1.00 and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by the parties, the parties do hereby agree as follows:

1. **GRANTEE'S RIGHT OF FIRST REFUSAL.** In the event that the Grantor shall decide to sell and convey a fee simple interest in all or any portion of the above-described Ellison Ranch Property, it is the intent of the Grantor that Grantee and its permitted successors and assigns be granted a Right of First Refusal, and Grantee is hereby granted such exclusive Right, to purchase and acquire said Ellison Ranch Property, or portion thereof, for the consideration and pursuant to the

procedures defined below, and thus have the exclusive opportunity to purchase and acquire said Ellison Ranch Property, or portion thereof, for the duration of this Right of First Refusal, subject only to such exclusions as are set forth herein.

2. TERM. Unless sooner terminated by Grantee's exercise of the right and acquisition of all the subject Ellison Ranch Property, by Grantee's express release of this Right, or otherwise as may be provided herein, this Right of First Refusal shall be in full force and effect for a term which ends on that date when neither Grantee, nor J. Michael Gearon, Jr., nor any of his lineal descendants individually, nor any other trust or business entity owned or controlled by J. Michael Gearon, Jr. or any of his lineal descendants, owns any real property which is adjacent to any of the subject Ellison Ranch Property.

In addition to whatever legal and or equitable remedies may be available to Grantor under law, this Right of First Refusal shall also be forever terminated should Grantee agree in writing to acquire the Ellison Ranch Property, or portion thereof, pursuant to the procedures specified below, and then fail to close such transaction for any reason other than breach of contract by Grantor.

At the termination hereof the Grantor shall be under no further obligation to Grantee in any respect hereto.

3. PROCEDURE FOR SALE AND PURCHASE TRANSACTIONS. In the event that the Grantor receives any offer to acquire fee simple interest in and to the Ellison Ranch Property or any portion thereof from a bona fide third party other than Grantee (whether framed as an offer to purchase or as a proposed acceptance of any offer to sell by Grantor), which offer is fully acceptable to Grantor, before the Grantor may unconditionally accept such offer, Grantor shall notify Grantee in writing of the price and terms of the outstanding offer. A copy of any executed written offer or agreement shall be provided to Grantee with such notice. Grantee shall then have twenty (20) calendar days from the effective date of such notification within which to respond to Grantor with an offer in writing which matches all the terms of the third party offer (a "Matching Offer"). Should Grantee make such a Matching Offer by written notification to Grantor within such time period, the Grantor shall then accept Grantee's Matching Offer.

Failure by Grantee to respond with a Matching Offer within said twenty-day period shall constitute a waiver and relinquishment of this Right of First Refusal as to the subject property. In such event, Grantee agrees to execute an instrument in recordable form terminating Grantee's Right of First Refusal as to the subject property, to be held in escrow until the closing of the transaction between Grantor and the third party. However, in the event the transaction between Grantor and such third party is substantially modified as to any material provision, or fails to close and is terminated, Grantee's rights hereunder shall be fully reinstated, and Grantee's termination instrument shall be null and void, shall not be recorded, and shall be returned to Grantee.

4. **EXEMPT TRANSACTIONS.** The parties agree and understand that the Grantee's rights under this Agreement are not triggered by any sale or transfer of any interest less than a fee simple interest in the Ellison Ranch Property or of any transfer of all or any portion of the Ellison Ranch Property by Grantor to Kent L. Hanawalt individually, to his spouse, or to any of their lineal descendants, or to any trust or business entity owned and or controlled by Kent L. Hanawalt, his spouse, and or their lineal descendants, and that any such transfer or conveyance shall not be subject to or trigger the terms and conditions of this Right of First Refusal, except that said transferee(s) will take said Ellison Ranch Property or interest therein subject to this Right of First Refusal.

Because the Grantor is a business entity, the Grantor acknowledges and agrees that any transfer or proposed transfer of ownership, control, or of an aggregate controlling ownership interest in the Grantor entity to a person who is not Kent L. Hanawalt or his spouse, or one or more of his lineal descendants to a third party for monetary consideration shall trigger this Right of First Refusal and the procedures under Paragraph 3 above shall then be followed.

5. **NOTICE.** Any notice required to be given under this Right of First Refusal shall be in writing and shall be sent either postage prepaid via certified mail, return receipt requested, or via USPS or commercial overnight delivery service, to the receiving party at that party's address shown above. Notice given in this fashion shall be deemed given upon the date of mailing. A party may change its mailing address by delivering notice of such new address to the other party in the manner required by this Paragraph 5.

6. **BINDING EFFECT.** This Right of First Refusal shall be binding upon and shall inure to the benefit of the heirs and permitted successors and assigns of the parties hereto. This Right of First Refusal shall run with title to the Ellison Ranch Property as described in Exhibit "A" attached hereto. This Right of First Refusal may not be assigned or transferred by the Grantee except in connection with the conveyance of title to any lands owned by Grantee as are adjacent to the Ellison Ranch Property.

7. **TIME.** Time is of the essence of this agreement and in the performance of each and every provision hereof.

8. **ATTORNEY FEES.** In the event it is necessary for any of the parties hereto to bring an action to enforce the terms of this Right of First Refusal, it is agreed that the prevailing party shall be entitled to all of its costs of suit incurred therein, including, but not limited to, reasonable attorney's fees and expert witness fees, and further including all such costs and fees through any and

all appeals.

9. **RECORDING.** The parties agree that this Right of First Refusal or an Abstract hereof may be recorded in the public record at the expense of the Grantee with the County Clerk and Recorder for Sweet Grass County and with the County Clerk and Recorder for Park County, Montana.

10. **AMENDMENT.** This instrument may only be amended by an instrument in writing signed and acknowledged by both parties or their permitted successors and assigns. If this Right of First Refusal has been recorded in its entirety in the public record for either or both of Park and or Sweet Grass Counties, Montana, then such amendment instrument must also be recorded in the same manner. If only an Abstract of this instrument is placed of public record, then such Abstract need not be amended or re-recorded by virtue of any amendment to this underlying Right of First Refusal.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 22nd day of December, 2016.

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[Parties' signatures follow on next pages]

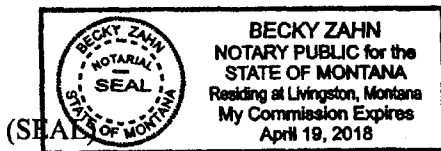
GRANTOR:

ELLISON RANCH LIMITED PARTNERSHIP

By: Kent L. Hanawalt
Kent L. Hanawalt
Its: Managing Partner

STATE OF MONTANA)
 :ss.
County of Park)

On this 22nd day of December, 2016, before me personally appeared KENT L. HANAWALT, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same as the duly authorized Managing Partner of, and for and on behalf of, Ellison Ranch Limited Partnership.



Becky Zahn
(Print Name: _____)
Notary Public for the State of Montana
Residing at: _____
My commission expires: _____

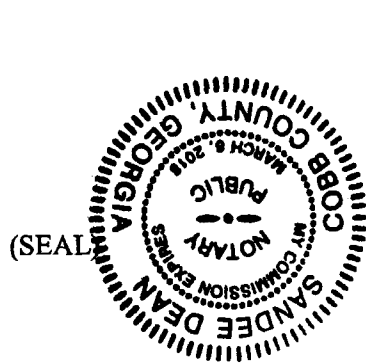
GRANTEE:

VF FARM, LLC

By: [Signature]
J. Michael Gearon, Jr.
Its: Manager

STATE OF GA)
County of Cobb) :ss.

On this 20th day of December, 2016, before me personally appeared J. MICHAEL GEARON, JR., whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same as the duly authorized Manager of, and for and on behalf of, VF Farm, LLC.



[Signature]
(Print Name: Sandee Dean)
Notary Public for the State of GA
Residing at: 4546 Rutherford Dr, Marietta, Ga. 30067
My commission expires 3/6/18

EXHIBIT "A"

The Ellison Ranch Property:

Township 2 South, Range 12 East, P.M.M., Park County, Montana:

Section 22: E $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$
Section 27: W $\frac{1}{2}$; SE $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 28: SE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$
Section 33: NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 34: N $\frac{1}{2}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$

Parcel 2A-1 of COS No. 2553RB, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder for Park County, Montana.

Township 2 South, Range 12 East, P.M.M., Sweet Grass County, Montana:

Section 23: SW $\frac{1}{4}$
Section 26: Remainder in W $\frac{1}{2}$, less and except Tract A-1 of COS No. _____RCB
Section 35: All lands in NW $\frac{1}{4}$, being remainders of COS No. 116118 and COS No. 151721RCB