



504 E Callender St

Livingston, MT 59047

Phone: 406-222-3037

Email: mark@gtliv.net

Property Profile

Vested Owner(s): Marvin L. Shiver Jr.

Tax ID: 3188476

Property Address: Box Canyon Rd, Livingston, MT 59047

Legal Description:

Tract 120 of Certificate of Survey No. 714, Park County, Montana.

Attached:

Quit Claim Deed, Taxes, Cadastral, COS 714, Easements, Covenants

Thank you!!

Mark Pesa

***Please note that this Property Profile is for information purposes only, additional covenants, conditions and restrictions may apply.
Guardian Title holds no liability for the information contained herein.**

Return to:
Marvin L. Shiver, Jr
PO Box 177
Livingston, MT 59047

396214 Fee: \$14.00 Page(s): 2

Park County, MT Recorded 2/6/2017 At 10:22 AM
Maritza H Reddington , Clk & Rcdr By LS **PS** Return To:
MARVIN L SHIVER JR PO BOX 177
LIVINGSTON, MT 59047

QUIT CLAIM DEED

FOR VALUE RECEIVED, **Marvin L. Shiver, Jr. and Beryl E. Augustin, n/k/a Beryl E. Shiver**, of P.O. Box 177, Livingston, Montana, 59047, the Grantors, does hereby remise, release, and quitclaim all right, title, and interest unto **Marvin L. Shiver, Jr.**, of P.O. Box 177, Livingston, Montana 59047, the Grantee, the following described real property in Park County, Montana, to-wit:

Tract 120 of Certificate of Survey No. 714, Park County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder, Park County, Montana.

Together with all appurtenances, hereditaments, and tenements, including all gas, oil, other hydrocarbons, minerals and geothermal rights now held by the grantor.

SUBJECT TO:

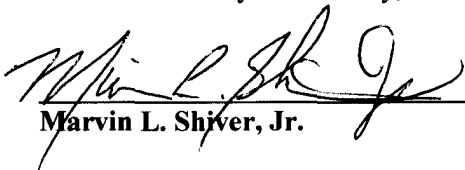
All building, use, zoning sanitary and environmental restrictions;

Easements and right-of-ways of record, easements as delineated on recorded plats or certificates of survey and easements apparent by visual inspection;

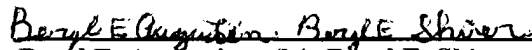
Right-of-Way for, or any portion falling within creeks, streams, ditches, canals, roads, and highways systems running across the above described property; and

Minerals, gas, coal, oil or other hydrocarbons reserved by the grantor's predecessors in interest.

Dated this 6th day of February, 2016.



Marvin L. Shiver, Jr.



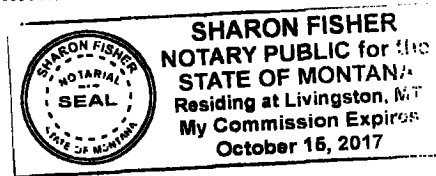
Beryl E. Augustin, n/k/a Beryl E. Shiver

STATE OF MONTANA)
 : ss.
COUNTY OF PARK)

On this 6th day of February, 2017 day of, before me, Sharon Fisher
_____, a Notary Public for the State of Montana, personally appeared **Marvin L. Shiver, Jr.**
and Beryl E. Augustin n/k/a Beryl E. Shiver, known to me to be the person whose name is
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 Official Seal the
day and year in this instrument first above written.

Sharon Fisher
Notary Public for the State of Montana



REALTY TRANSFER RECEIVED



Shopping Cart: 0 items [\$0.00]

**New Search****History****Payoff****Pay Taxes****Help****Property Tax ID:** 0003188476**Status:** Current**Receipt:** 7631**2020 Owner(s):**
SHIVER MARVIN L JR**Mailing Address:**PO BOX 177
LIVINGSTON, MT 590470177**Levy District:**
1612, DISTRICT 4 OUT / RF 1**2020 Value:****Market:** \$1,203
Taxable: \$182**Detail****2020 Taxes:****View Pie Charts**

First Half:	\$45.25	Due: 12/15/2020
Second Half:	\$45.24	Due: 5/31/2021
Total:	\$90.49	

**Show Current Tax Bill****Detail****2020 Payments:**

First Half:	\$46.89
Second Half:	\$45.24
Total:	\$92.13

(May include penalty & interest)

2020 Legal Records:**Geo Code:** 49-0802-32-1-01-10-0000 **Instru#:** D396214 **Date:** 2017-02-06**Property address:** BOX CANYON RD, LIVINGSTON MT 59047**Subdivision:** (YB2) YELLOWSTONE BASIN PROP TRACTS **Lot:** 120**TRS:** T02 S, R09 E, Sec. 32**Legal:** YELLOWSTONE BASIN PROP, S32, T02 S, R09
E, Lot 120, WINEGLASS TRACTS, COS 714**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 08/27/2021 12:00 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

Subcategory: Non-Qualified Ag

Geocode: 49-0802-32-1-01-10-0000

Assessment Code: 0003188476

Primary Owner:

PropertyAddress: BOX CANYON RD

SHIVER MARVIN L JR

LIVINGSTON, MT 59047

PO BOX 177

COS Parcel:

LIVINGSTON, MT 59047-0177

NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision: YELLOWSTONE BASIN PROP

Legal Description:

YELLOWSTONE BASIN PROP, S32, T02 S, R09 E, Lot 120, WINEGLASS TRACTS, COS 714

Last Modified: 7/16/2021 4:03:03 AM

General Property Information

Neighborhood: 249.004

Property Type: VAC_R - Vacant Land - Rural

Living Units: 0

Levy District: 49-1612-4OUT/RF

Zoning:

Ownership %: 100

Linked Property:

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography:

Fronting:

Utilities:

Parking Type:

Access:

Parking Quantity:

Location:

Parking Proximity:

Land Summary

<u>Land Type</u>	<u>Acres</u>	<u>Value</u>
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	23.360	1,293.00
Total Ag Land	23.360	1,293.00
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
2/6/2017			2/6/2017	D396214	Quit Claim Deed
1/6/2000	R145	246			

Owners

Party #1

Default Information: [SHIVER MARVIN L JR](#)
[PO BOX 177](#)

Ownership %: 100

Primary Owner: "Yes"

Interest Type: [Conversion](#)

Last Modified: 2/22/2017 1:44:10 PM

Other Names

Other Addresses

Name

Type

Appraisals**Appraisal History**

Tax Year	Land Value	Building Value	Total Value	Method
2021	1293	0	1293	COST
2020	1203	0	1203	COST
2019	1203	0	1203	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: [NQ - Non Qualified Ag Land](#)

Class Code: [1701](#)

Productivity

Quantity: 0

Units: [Non Qual](#)

Valuation

Acres: [23.36](#)

Value: [1293](#)

Irrigation Type:

Timber Zone:

Commodity:

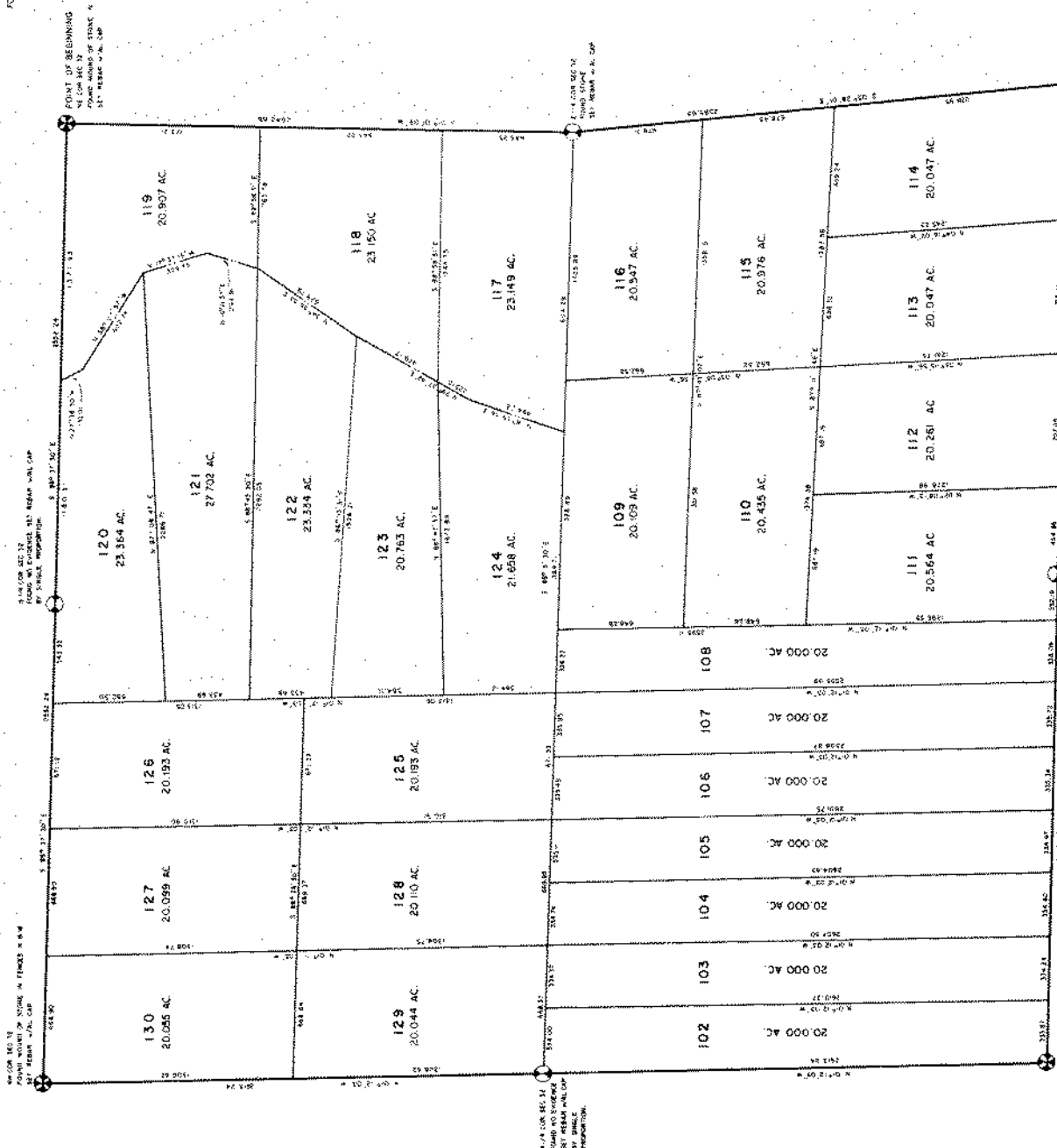
Per Acre Value: [55.35](#)

CERTIFICATE OF SURVEY NO. 714

SECTION 32, T2S, R9E, M.P.M.

PARK COUNTY, MONTANA

FOR YELLOWSTONE BASIN PROPERTIES TO SHOW 28 TRACTS OF LAND.



DESCRIPTION

Section Thirty-two, Township Two South, Range Nine East, Montana Principal Meridian, Park County, Montana, being further described as follows:

Beginning at the Northeast corner of said Section Thirty-two, thence along the boundaries of said Section Thirty-two through the following courses and distances:

- South 01° 01' 39" West a distance of 2642.66 feet.
- South 05° 28' 01" East a distance of 2585.69 feet.
- North 88° 44' 59" West a distance of 2597.02 feet.
- North 88° 44' 59" West a distance of 2597.02 feet.
- North 01° 12' 03" West a distance of 2613.25 feet.
- North 01° 12' 03" West a distance of 2613.25 feet.
- South 88° 37' 30" East a distance of 2552.24 feet.
- South 88° 37' 30" East a distance of 2552.24 feet to the Point of Beginning.

Said tract being 607.707 Acres, along with and subject to all existing easements.

CERTIFICATE OF SURVEYOR
Surveyed under the supervision of MICHAEL POLLEY, Montana
249775.
Dated this 14th day of December, 1983.

MICHAEL POLLEY
[Signature]



1/4	SEC.	T	R
	32	2S	9E

177313
CERTIFICATE OF FILMS BY CLERK AND RECORDER
STATE OF MONTANA
COUNTY OF PARK
Filed for record this 14th day of Dec. 1983, at 3:18 P.M.
Dwight B. Bunker
County Clerk and Recorder
Park County, Montana
Jan 19 84

TOTAL AREA = 607.707 ACRES

EASEMENT

THIS EASEMENT, made this 23rd day of March, 1982, by and between TED J. WATSON and GEORGANN WATSON, husband and wife of Livingston, Montana, herein referred to as "Grantor", and YELLOWSTONE BASIN PROPERTIES, INC., a Montana Corporation of Bozeman, Montana, herein referred to as "Grantee", is granted for the purpose of providing access to Grantee from the existing recorded easements, to Section 6 and Section 7, Township 3 South, Range 10 East, M.P.M., Park County, Montana:

Beginning at a point in the Southwest 1/4 of Section 29, Township 2 South, Range 10 East, M.P.M., Park County, Montana, where the existing road intersects center line of recorded easement mentioned above, thence following the existing road across the Southwest 1/4 of said Section 29 in a southerly direction to the common Section line of Section 29, Township 2 South, Range 10 East, and Section 32, Township 2 South, Range 10 East, thence following the existing road in a southerly direction across the West 1/2 of said Section 32 to the common Section line of Section 32, Township 2 South, Range 10 East, and Section 5, Township 3 South, Range 10 East, thence across the Northwest 1/4 of said Section 5 following the existing road in a southeasterly direction, thence across the East 1/2 of said Section 5, following the existing road in a southerly direction to a point near the South Section line of said Section 5 to a point where the existing road forks and turns in a general westerly direction, thence following the existing road in said westerly direction to the common section line of said Section 5 and Section 8, Township 3 South, Range 10 East, thence following the existing road as it heads in a westerly direction across the North 1/2 of said Section 8 to the common Section line of said Section 8 and Section 7, Township 3 South, Range 10 East, at a point approximately 12 chains, 44 links south of the northeast Section corner of said Section 7 which is the purpose of this Easement to gain access to said Section 7 along with Section 6, Township 3 South, Range 10 East, M.P.M., Park County, Montana.

GRANTOR:

Ted J. Watson
TED J. WATSON

Georgann Watson
GEORGANN WATSON

GRANTEE

YELLOWSTONE BASIN PROPERTIES,
INC., a Montana Partnership

By Leonard C. Hopkins
LEONOLD C. HOPKINS, President

Ac 3-1064-C

STATE OF MONTANA)
 : ss.
 County of Park)

On this 3rd day of September, 1982, before me, a notary public in and for said State, personally appeared TED J. WATSON and GEORGANN WATSON, known to me to be the persons who subscribed this deed and acknowledged to me the execution of this deed.



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

Thomas A. Cahill
 Notary Public for the State of Mont.
 Residing at Livingston, Montana.
 My commission expires: 8-18-84.

STATE OF MONTANA)
 : ss.
 County of Park)

On this 3rd day of August, 1982, before me, a notary public in and for said State, personally appeared LEANOLD C. HOPKINS, known to me to be the President of YELLOWSTONE BASIN PROPERTIES, INC., and known to me to be the person who subscribed this deed and acknowledged to me the execution of this deed.



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

Thomas A. Cahill
 Notary Public for the State of Mont.
 Residing at Livingston, MT, Montana.
 My commission expires: 8-18-84.

County of Park) ss.

Filed for record this 8th day of September, A.D. 1982, at 4:35 o'clock P.M. Recorded in Roll 40 of _____, pages 644-645

Margaret Monical
 County Clerk & Recorder

By _____ Deputy

Recording Fee \$ 4.00 Document No. 171676 Return American Title Co.
Livingston, Montana

RIGHT-OF-WAY EASEMENT

Location # _____

KNOW ALL MEN BY THESE PRESENTS, That the undersigned
MARVIN L. SHIVER AND BERYL E. AUGUSTIN
GREYHOUND LEASING AND FINANCIAL CORPORATION, A DELAWARE CORPORATION

for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto Park Electric Cooperative, Inc., a corporation, whose post office address is Livingston, Montana, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Park, State of Montana, and more particularly described as follows: A twenty (20) foot corridor through a portion of Section #32, T.2S., R.9E., M.P.M., more particularly described as Tract #120 of C.O.S. #714, on file and of record in the office of the Clerk and Recorder, Park County, Montana. and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways butting said lands an underground electric distribution line or system.

The undersigned agree that all facilities, including any main service entrance equipment, installed on the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative upon termination of service to or on said lands.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 26th day of May, 1992.

Marvin L. Shiver (L.S.) Beryl E. Augustin Shiver (L.S.)
 GREYHOUND FINANCIAL CORPORATION, formerly known as
 (L.S.) Greyhound Leasing and Financial
 corporation

STATE OF Montana
 COUNTY OF Park

By: SD [Signature]
 Its: [Signature]

On this 10th day of APRIL, 1992 before me, a Notary Public in and for said County of PARK, State of MONTANA, personally appeared: Marvin L. Shiver, & Beryl E. Augustin Shiver known to me (or proved to me on oath of _____) to be the person (s) whose name (s) are subscribed to the within instrument, and acknowledged to me that he executed the same.

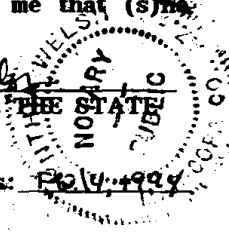
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Sharon L. Kabecke
 NOTARY PUBLIC FOR THE STATE OF Montana
 Residing at Livingston
 My commission expires 1-30-95

STATE OF ARIZONA
COUNTY OF MARICOPA

On this 26th day of May, 1992 before me, a Notary Public in and for said County of Maricopa, State of Arizona, personally appeared, Stuart A. Tashlik the Vice President of GREYHOUND FINANCIAL CORPORATION formerly known as Greyhound Leasing and Financial Corporation, a Delaware corporation, known to me (or ~~proved to me on oath of~~) to be the person whose name is subscribed to the within instrument, and acknowledged to me that (s)he executed the same on behalf of said corporation.

Cynthia Welch
NOTARY PUBLIC FOR THE STATE
OF ARIZONA
Residing at: Phoenix
My Commission expires: 12/4/99



State of Montana }
County of Blaine } ss
Filed 5th day of June, A.D. 19 92 at 9:59
Recorded in Roll 81 Pages 418-419
By Notary
Clerk & Recorder
Recording Fee \$ 6.00 Document No. 220099 Return to: Paul Electric
45 714 Langston, ut.

PARTIAL RELEASE DEED

FOR VALUE RECEIVED, CENTRAL STATES RANCH COMPANY, a Montana Corporation, having its registered office at 115 West Second Avenue, Big Timber, Montana 59011, Grantor herein, does hereby grant unto YELLOWSTONE BASIN PROPERTIES, a Montana Corporation, with principal office at 1119 North 7th, P. O. Box 3027, Bozeman, Montana 59772-3027, Grantee herein, the following described premises, in Park County, Montana, to-wit:

Tract 120 of Certificate of Survey No. 714 platting Section 32, Township 2 South, Range 9 East, M.P.M., according to the Certificate of Survey thereof on file and of record in the office of the County Clerk and Recorder of Park County, Montana, which Tract consists of 23.364 acres, more or less (and is also referred to as "WG-120").

TOGETHER WITH an easement of ingress and egress to the above-described Tract from highway U.S. 89. Such easement shall utilize existing roads across Sections 26, 27, 34, and 35 of Township 2 South, Range 9 East, M.P.M., Park County, Montana. In addition Grantee and its successors in interest shall have the right to fully utilize any new easements or roads constructed across such lands by Grantor or any of Grantor's successors in interest. The location of any such designated easement for ingress and egress will follow existing trails and roads where possible.

EXCEPTING FROM THIS CONVEYANCE AND RESERVING UNTO THE GRANTOR, its successors and assigns, a sixty foot (60') easement for a vehicle road for ingress and egress and for public utilities through and over the above-described Tract to all other land owned by the Grantor in Parcel A, which Parcel A is described as follows:

TOWNSHIP 2 SOUTH, RANGE 9 EAST, M.P.M. - Park County, Montana

Section 31: All
 Section 32: All
 Section 29: All

Grantor may designate the location of the above-described reserved right-of-way, however, the Grantor agrees to follow existing roads where possible.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

- (a) Real estate taxes 134/365ths of the year 1983 and all subsequent years;
- (b) Patent reservations and exceptions contained in record change of title, and all easements, including easements for roads and ditches, now of record or apparent from a physical examination and inspection of the premises;
- (c) All outstanding interests and reservations pertaining to oil, gas, coal and other minerals;
- (d) Questions of boundary dependent upon actual survey for determination;
- (e) Federal, State and local laws and regulations affecting this property, including zoning and land use regulations affecting the premises, if any;
- (f) Grantor does not warrant the physical condition of any access roads and the Grantee, by accepting this Deed, expressly understands that the Grantor will not maintain any existing roads within the hereinabove described Parcel A. Nothing herein,



Yellowstone Basin Properties, Inc.

1119 North 7th Avenue
P.O. Box 3027
Bozeman, MT 59772-3027

WARRANTY DEED

December 27, 1985

FOR VALUABLE CONSIDERATION, YELLOWSTONE BASIN PROPERTIES, INC., A Montana corporation, with principal address of 1119 North 7th, Bozeman, Montana 59715, Grantor, does hereby grant and convey to Marvin L. Shiver, Jr. and Beryl E. Augustin, joint tenants with right of survivorship

Name(s) _____
Of Route 62, Rox 3132C Livingston MT 59047 .
Address City State Zip

as Grantee(s) of the following described real property situated in the County of PARK State of Montana, to-wit:

LEGAL DESCRIPTION:

Tract 120 of Certificate of Survey No. 714 located in Section 32, Township 2 South, Range 9 East, M.P.M., Park County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Park County, Montana (Consisting of 23.364 Acres) REFERENCE NUMBER: WG-120

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging, including any water rights appurtenant to this property, including a general non-exclusive sixty foot (60') easement for ingress to and egress from the above-described lot or tract and a general easement for public utilities across other lots or tracts described in Certificate of Survey Number(s) 714 for public utilities.

EXCEPTING FROM THIS CONVEYANCE AND RESERVING UNTO THE GRANTOR, AND THE GRANTOR'S SUCCESSORS AND ASSIGNS, a general non-exclusive sixty foot (60') road easement for ingress and egress and a general easement for public utility lines across the above-described land.

The location of all road easements shall be thirty feet (30') on each side of the center line of the road system to be constructed by the Grantor during the calendar years 1985 and 1986. The location of the public utility easements shall follow the road easement where practical.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

- A. Patent reservations and exceptions contained in the record chain of title.
- B. All outstanding interests and reservations pertaining to oil, gas, coal and other minerals of record.
- C. The Grantor, or its successors and assigns, reserves the right to graze the premises until the Grantee fences the property. Grantor will not share in the cost of fencing or maintenance of any partition fence.
- D. Declaration of Covenants, Conditions and Restrictions filed of record in the office of the County Clerk and Recorder of PARK County, Montana, and any lawful amendments thereto.

TO HAVE AND TO HOLD, all and singular the above-described premises unto said Grantee(s), and to the heirs, successors and assigns of the Grantee(s) forever.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be subscribed to this document and signed by the proper corporate officer the date set forth in the acknowledgement.

YELLOWSTONE BASIN PROPERTIES, INC.
a Montana corporation

STATE OF MONTANA)
County of Gallatin) ss.

By Michael F. Hegg
Title: SECRETARY/TREASURER

(CORPORATE SEAL)

On this 27th day of December, in the year 1985, before me, the undersigned, a Notary Public for the State of Montana, personally appeared MICHAEL F. HEGG known to me to be the Secretary/Treasurer, of YELLOWSTONE BASIN PROPERTIES, INC., the corporation that executed the within Warranty Deed, and acknowledged to me that such corporation executed the same.

Susan P. Payne
NOTARY PUBLIC for the State of Montana
Residing at Bozeman, Montana
My Commission expires 8-27-88

CERTIFICATE OF DELIVERY

The MONTANA BANK OF BOZEMAN, Montana, states that, on the _____ day of _____, in the year _____, this Warranty Deed was delivered from escrow to _____

MONTANA BANK OF BOZEMAN, MONTANA

By _____
Title: _____

STATE OF MONTANA)
: ss.
County of Gallatin)

On this _____ day of _____, in the year _____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____ known to me to be the _____ of the banking corporation that executed the above certificate of delivery, and acknowledged to me that such corporation executed the same.

NOTARY PUBLIC for the State of Montana
Residing at _____, Montana
My Commission expires _____

State of Montana } ss
County of Park }
Filed for record this 6 day of Jan, A.D. 20 00, at 12:23
o'clock P M. Recorded in Roll 145 Pages 246-247
By Christine A. J. Hake
Denise Nelson Deputy
County Clerk & Recorder
Recording Fee \$ 12.00 Document No. 280017 Return to Marvin Shiver
C/S 714 4 Box Conngan
Livingston, MT
39047

DECLARATION OF COVENANTS

YELLOWSTONE BASIN PROPERTIES, INC., herein the Grantor, is a contract purchaser from CENTRAL STATES RANCH COMPANY, a Montana Corporation, of that certain real property located in Park County, Montana, more particularly described as:

TOWNSHIP 2 SOUTH, RANGE 9 EAST, M.P.M.

Section 31: All.

Section 32: All.

Section 29: All.

YELLOWSTONE BASIN PROPERTIES, INC., as the Grantor and CENTRAL STATES RANCH COMPANY, as fee owners, hereby subject said property to the conditions, covenants and restrictions set forth herein. These restrictions, conditions, covenants and limitations shall run with the land and shall be binding upon the present owners and all subsequent Grantees of any portion of any area included within the aforesaid legal description.

The immediate Grantor and all future Grantees, their heirs and assigns forever, of any portion of said property, covenant and agree by the acceptance of a conveyance to faithfully observe and comply with said restrictions, conditions, covenants and limitations.

1. Any and all animals kept on the property must be fenced in within the boundaries of said property. No property owner shall be permitted to operate a hog farm, chicken farm or feedlot on the property.

2. Any property owner must assume the burden of supplying and developing water and sewage facilities for his own domestic use. Wells and water systems shall be drilled, installed and maintained at all times in accordance with all applicable rules and regulations of any public agency having authority over same.

3. All future Grantees consent and agree that any summer forest roads giving access to the property are not maintained by Grantor or any state, local or federal governmental entity. All future Grantees are totally responsible for providing and maintaining roads. All future Grantees covenant and agree that until such Grantees have developed the access to their individual property to county standards that said Grantees will not petition or request any assistance or development by the county for road improvements.

4. All future Grantees covenant and agree that the Grantor is reserving a sixty-foot (60') easement for general ingress and egress and a general an easement for public utilities across the property sold herein. Public utilities will follow roads where possible. All future Grantees covenant and agree that Grantor is granting said Grantees an easement for ingress and egress to the property sold herein over and across all roads which Grantor has the right to travel to said property.

5. All future Grantees covenant and agree not to build, maintain, operate or construct, or in anyway cause to be placed within fifty (50) feet of the boundary lines of the subject property, any structure or condition that will cause the accumulation or existence of animal waste, garbage, junk or condition causing a noxious odor.

6. All future Grantees covenant and agree that no more than two (2) residences and accompanying outbuildings will be allowed per twenty (20) acre or larger lot. Each residence may have a guest house.

7. All future Grantees covenant and agree that no signs or advertisements shall be placed on the property except for a sign designating the owners' name, lot number and/or address. This restriction shall not preclude any future Grantees from placing a "for sale" sign on the property.

8. All future Grantees covenant and agree that no gates fences or other obstructions shall be placed upon any access road. This restriction shall not prevent a future Grantee from placing a gate on an access road if the road terminates on that Grantee's property.

9. All future Grantees covenant and agree that mobile homes may be placed on the property subject to the following restrictions:

A. Any mobile home placed on the property must be fully skirted within thirty (30) days of being placed on the property.

B. Any mobile home placed on the property must have a pitched roof or must have a pitched roof constructed over it.

10. All future Grantees covenant and agree that any construction of homes, outbuildings or any other buildings must be completed on the exterior within eighteen (18) months of the commencement of construction.

11. Yellowstone Basin Properties, Inc. reserves the right to graze the subject premises until the owner of any individual parcel or tract of land fences such individual parcel or tract of land. Yellowstone Basin Properties, Inc. will not

share in the cost of fencing or the maintenance of any partition fence.

DATED this 1st day of OCTOBER, 1984.

YELLOWSTONE BASIN PROPERTIES, INC., a Montana corporation,

By Wayne Joyner, Vice Pres.

CENTRAL STATES RANCH COMPANY, a Montana corporation,

By [Signature]

STATE OF MONTANA)
: ss.
County of Gallatin)

On this 1st day of October, 1984, before me, a Notary Public for the State of Montana, personally appeared WAYNE JOYNER, known to me to be the Vice President of YELLOWSTONE BASIN PROPERTIES, INC., and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that such corporation executed the same.

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

[Signature]
Notary Public for the State of Montana
Residing at Bozeman, Montana.
My commission expires: August 17, 1987

STATE OF TENNESSEE)
: ss.
County of SHELBY)

On this 26th day of SEPTEMBER, 1984, before me, a Notary Public for the above-captioned state, personally appeared H. J. WEATHERSBY, known to me to be the VICE PRESIDENT of CENTRAL STATES RANCH COMPANY, and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that such corporation executed the same.

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

[Signature]
Notary Public for the State of
Residing at: MEMPHIS, TN, SHELBY CO.
My commission expires: 10-19-86

- 4 -

State of Mont. | ss.

County of Park

Filed for record this 9th day of October, A.D. 1984, at 11:09

at Roll 48 of pages 1527-1530

[Signature]
County Clerk & Recorder

By [Signature]
Deputy

Recording Fee \$ 82 Document No. 182462

Return to: American Land Title
Livingston, Md

018713, 018714, 018715

PARTIAL RELEASE DEED

FOR VALUE RECEIVED, CENTRAL STATES RANCH COMPANY, a Montana Corporation, having its registered office at 115 West Second Avenue, Big Timber, Montana 59011, Grantor herein, does hereby grant unto YELLOWSTONE BASIN PROPERTIES, a Montana Corporation, with principal office at 1119 North 7th, P. O. Box 3027, Bozeman, Montana 59772-3027, Grantee herein, the following described premises, in Park County, Montana, to-wit:

Tract 105 of Certificate of Survey No. 714 platting Section 32, Township 2 South, Range 9 East, M.P.M., according to the Certificate of Survey thereof on file and of record in the office of the County Clerk and Recorder of Park County, Montana, which Tract consists of 20.00 acres, more or less (and is also referred to as "WG-105").

TOGETHER WITH an easement of ingress and egress to the above-described Tract from highway U.S. 89. Such easement shall utilize existing roads across Sections 26, 27, 34, and 35 of Township 2 South, Range 9 East, M.P.M., Park County, Montana. In addition Grantee and its successors in interest shall have the right to fully utilize any new easements or roads constructed across such lands by Grantor or any of Grantor's successors in interest. The location of any such designated easement for ingress and egress will follow existing trails and roads where possible.

EXCEPTING FROM THIS CONVEYANCE AND RESERVING UNTO THE GRANTOR, its successors and assigns, a sixty foot (60') easement for a vehicle road for ingress and egress and for public utilities through and over the above-described Tract to all other land owned by the Grantor in Parcel A, which Parcel A is described as follows:

TOWNSHIP 2 SOUTH, RANGE 9 EAST, M.P.M. - Park County, Montana

Section 31: All
Section 32: All
Section 29: All

Grantor may designate the location of the above-described reserved right-of-way, however, the Grantor agrees to follow existing roads where possible.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

- (a) Real estate taxes 134/365ths of the year 1983 and all subsequent years;
- (b) Patent reservations and exceptions contained in record change of title, and all easements, including easements for roads and ditches, now of record or apparent from a physical examination and inspection of the premises;
- (c) All outstanding interests and reservations pertaining to oil, gas, coal and other minerals;
- (d) Questions of boundary dependent upon actual survey for determination;
- (e) Federal, State and local laws and regulations affecting this property, including zoning and land use regulations affecting the premises, if any;
- (f) Grantor does not warrant the physical condition of any access roads and the Grantee, by accepting this Deed, expressly understands that the Grantor will not maintain any existing roads within the hereinabove described Parcel A. Nothing herein,

however, is intended to restrict the owners of tracts in Parcel A, their successors and assigns, at some time in the future, from entering into a cooperative agreement to build or maintain roads.

TO HAVE AND TO HOLD, all and singular the above-described premises unto the said Grantee, and to its successors and assigns forever together with all tenements, hereditaments, and appurtenances thereto belonging or appertaining, and any reversion for remainder.

The Grantor, and its successors and assigns, does hereby covenant that it will forever warrant and defend all right, title and interest in and to the said premises and the quiet and peaceful possession thereof, unto the Grantee, its successors and assigns, against the acts and deeds of the Grantor, and all and every person and persons whomsoever, lawfully claiming or to claim the same.

DATED this 20th day of NOVEMBER, 1984.

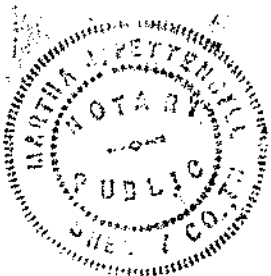
CENTRAL STATES RANCH COMPANY

By [Signature]
Title: VICE PRESIDENT

STATE OF TENNESSEE)
) ss.
County of SHELBY)

On this 20th day of NOVEMBER, 1984, before me, a notary public in and for said State, personally appeared H.V. WEATHERSON known to me to be the authorized agent for CENTRAL STATES RANCH COMPANY, and known to me to be the person who subscribed this deed and acknowledged to me the execution of this deed.

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



[Signature]
Notary Public for the State of
Residing at SHELBY CO., MEMPHIS, TN.
My commission expires: 10-19-86

Filed for record this 4th day of December, A.D. 1984, at 3:08
o'clock P. M. Recorded in Roll 49 of Page 809-810
JANICE JENNINGS By Kathryn M. Coof
County Clerk & Recorder Deputy
Recording Fee \$5.00 Document No. 183223 Return to: American Land Title Co.
Livingston, Mt.
59047

C18714

DECLARATION OF BY-LAWS FOR SOUTH WINEGLASS PROPERTY OWNERS ASSOCIATION

The following are the duly adopted By-laws of this association. The purpose of the By-laws is to govern the affairs of the association, a Montana nonprofit corporation. In addition to these By-laws, the articles of incorporation and the Declaration of Covenants, Conditions, and Restrictions applicable to the properties encompassed by the Association govern this Association.

ARTICLE I: DEFINITIONS

Section 1. The term "Association" shall mean the South Wineglass Homeowners Association, its successors and assigns. The Association may be incorporated as a Montana nonprofit corporation or a Montana limited liability corporation with its members as active Association members.

Section 2. The term "member" shall mean any lot owner of real property and is up-to-date on Association dues. All membership is voluntary.

Section 3. "Up-to-date" shall be determined from the year this Association is established or from the year the lot owner purchases lot or lots. Owners not previously participating shall be considered "up-to-date" upon receipt of the two most recent years of dues.

Section 4. The terms "properties" and "lots" shall mean all of the real property described as the following lots in Township 2, Range 9 East, Sections 28, 29, 32, 33: Lots 102-119, Lots 148 & 151, and Lots 191-237. In the case of a divided lot, the resulting smaller lots are considered separate lots. Considerations can be taken in the future to include lots 120-132 and lots 142-147, and 149-150 either individually or collectively.

Section 5. The term "owner" or "lot owner" shall mean any person or entity owning a fee simple interest in a lot or a contract purchaser (a person buying a lot pursuant to a contract for a deed). Joint owners will be considered a single owner, and a Lessee of any lot is not considered an owner and shall have no privileges in the Association unless provided for in writing by their Lessor. Voting rights and dues for each owner are determined by Member shares. Single lot owners have one (1) Member share. Multiple lot owners are granted Member shares by the following formula:

Member shares = $1 + (\# \text{ lots with a residence inhabited more than 30 days per year in excess of } 1) + 0.2(\# \text{ lots with a residence inhabited less than 30 days per year}) + 0.1(\# \text{ lots without a residence})$

Section 6. The term "directors" or "board of directors" also referred as the "BOD" shall mean the directors of the Association and shall consist of at least three but no more than seven lot owners who shall be elected at the annual meeting by a simple majority of the Association voting in person or by proxy. Directors shall be elected to a two year term; for the initial BOD, at least half or the majority-minus-one of the BOD shall be elected for a one-year term. Any vacancy occurring in the BOD before the annual meeting shall remain vacant until the next annual meeting.

Section 7. "Notice" and "Notified" shall mean communication either in person, mail, or electronic means.

Article II: Purpose

Section 1. The purpose of the Association shall be to provide for the maintenance, repair, and upkeep of the private road known as "Wineglass Loop South" which will include the approximately 825 foot section between the east border of the area defined in Article I, Section 4 to intersection with the East Loop. Considerations of maintenance, repair and upkeep of side roads leading off of Wineglass Loop South will depend on financial status of the Association. The section from the intersection with Outlaw hill to the intersection with the West Loop (approximately 1400 feet) will not be maintained until adequate reserve funds allow consideration of this section.

Section 2. The Association will provide upon request from "up-to-date" members, a letter for the purposes of selling the member's lot stating that there is an HOA that maintains the road and that the owner is an "up-to-date" member of this Association.

Section 3. The purpose of the Association shall be to provide documentation to members regarding concerns of covenant violations "Declaration of Covenants, Conditions and Restrictions" (Roll 52, pages 1169-1178) and "Declaration of Covenants" (Roll 48, pages 1527-1530) as recorded in Park County, Montana.

Article III: Board of Directors

Section 1. The BOD shall have the authority to act on the behalf of the Association and its members to carry out the purposes defined in Article II.

Section 2. The BOD shall be elected as described in Article I, Section 6. The BOD shall elect from amongst its Directors, a President who shall preside at all meetings of the BOD and the membership, a Vice President who shall assume the duties of the President in his/her absence, and a Secretary/Treasurer who shall keep books and records of the Association.

Section 3. The BOD shall hire contractors and equipment to accomplish Association purpose set forth in Article II, Section 1 as Association funds allow.

Section 4. The BOD shall provide requested information in concerns of covenant violations. Only members may receive the assistance of the Association.

Section 5. Decisions of the BOD shall be determined by a simple majority of the Directors. Electronic means of voting are acceptable.

Section 6. Meetings of the BOD will occur at minimum once per year within 10 days of the annual meeting of the Association. Additional meetings may be called by a minimum of two directors given that all Directors are notified a minimum of 48 hours in advance.

Article IV: Membership meetings and Voting

Section 1. The annual meeting of the Association will occur on a date and location determined by the BOD, and members will be given 60-days notice of said date and location as well as tentative agenda.

Section 2. All membership meetings shall be held within a 6-mile radius of the City of Livingston Montana.

Section 3. Voting rights shall be determined by the "Member Shares" definitions in Article I, Section 5.

Section 4. Members may vote on any question coming before the Association in person or by proxy. All proxies must be in writing, signed by the authorizing member, dated, and must designate by name the member entitled to cast the vote of the authorizing member.

Section 5. Decisions of the Association shall be made by a simple majority (>50.0%) of "Member shares" present in person or by proxy.

Section 6. Special meetings of the Association may be called by a majority of the BOD or by any 5 members of the Association. Notice of a special meeting that specifies date, time, location, and purpose of the meeting will be sent to all members no less than 10 days prior to the meeting.

Section 7. Amendments to these by-laws will require a majority (60.0%) of total "Member shares"

Article V: Books and Records

Section 1. Books and records of the Association shall be kept by the Secretary/Treasurer or the President, shall be open for inspections by any member at any reasonable time, and shall be kept within a 6-mile radius of the City of Livingston, Montana.

Section 2. A bank for the depository of all Association funds shall be determined by the BOD and shall be located in the City of Livingston, Montana.

Section 3. A check drawn upon the Association's funds or other type of withdrawals may be authorized by the signature of any one Director with the approval of the BOD.

Article VI: Association Dues

Section 1. Annual dues will be \$200 starting the year this organization is formed (2018) and increase 4% each year from the previous year.

Section 2. Member will be notified of annual dues based on their "Member shares". Members must pay annual dues within 45 days of the annual meeting to remain an "up-to-date" member. If dues are not paid, the member will be notified and then have a 15 days to pay dues in full to remain an "up-to-date" member.

Section 3. Association dues will be used primarily for the purpose defined in Article II, Section 1. A small amount shall be used for actions of the Association and BOD in the process of carrying out the duties of these by-laws.

Article VII: Dissolution

Section 1. In the event of the dissolution of the Association, the assets, if any, shall be distributed in accordance with the provisions of the Articles of Incorporation of the Association and the of the laws relating to the business corporations of the State of Montana.

ADOPTED by the members of the Association at a duly called meeting thereof this
23rd day of May, 2018.

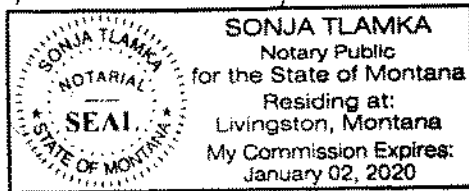
SOUTH WINEGLASS PROPERTY OWNERS ASSOCIATION

By: Nelson H. King, President

BY: [Signature], Vice President

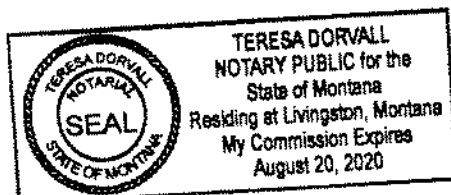
BY: [Signature], Secretary/Treasurer

On this 17th day of July, 2018, appeared before me, Kirk Lentz, and I affirm his signature above



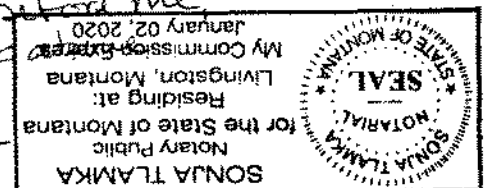
[Signature]

On this 25th day of July, 2018, appeared before me, Nelson H. King, and I affirm his signature above
Teresa Dorvall



On this 26th day of July, 2018, appeared before me
Jeffrey C Lowry, and I affirm his signature above

[Signature]



408755 Fee: \$45.00 Page(s): 5

Park County, MT Recorded 3/28/2019 At 2:04 PM

Maritza H Reddington , Clk & Rcdr By LS **PS** Return To:

KIRK LENTZ SWPOA

PO BOX 1702 LIVINGSTON, MT 59047