



504 E Callender St

Livingston, MT 59047

Phone: 406-222-3037

Email: mark@gtliv.net

Property Profile

Vested Owner(s): Bryce L. Shiver

Tax ID: 3188580

Property Address: 4 Box Canyon Rd, Livingston, MT 59047

Legal Description:

**Family Conveyance Tract of Certificate of Survey No. 2080FC, Park County,
Montana.**

Attached:

**Quit Claim Deed, Taxes, Cadastral, COS 2080FC, COS 715, Easements, Covenants,
Mobile Home Cadastral and Taxes**

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.**

MARVIN L. SHIVER JR
PO BOX 177
LIVINGSTON MT 59047

Roll: R 318 #369202 Fee: \$7.00 Page(s): 1
Park County Recorded 1/19/2012 At 11:41 AM
Denise Nelson, Clk & Rcdr By JB Return To:
MARVIN L. SHIVER JR. PO BOX 177
LIVINGSTON, MT 59047

QUIT CLAIM DEED

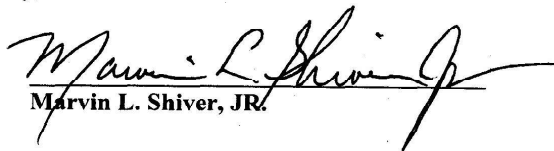
FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **Marvin L. Shiver, JR. of PO Box 177, Livingston, Montana 59047**, the Grantor, does hereby remise, release, and quitclaim unto **Bryce L. Shiver of PO Box 177, Livingston, Montana 59047** the Grantee, all right, title and interest of Grantor in and to the following described premises in Park County, Montana, to-wit:

Family Conveyance Tract of Certificate of Survey 2080FC, Park County, Montana, according to the official Plat on file and of record in the office of Clerk and Recorder of Park County, Montana.

Together with all the tenements, hereditaments, and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title and interest in and to said property, possession, claim and demand whatsoever as well in law as in equity, of the said Grantor, of, in or to the said premises and every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the said premises, with the appurtenances unto the said Grantees, their heirs and assigns, FOREVER.

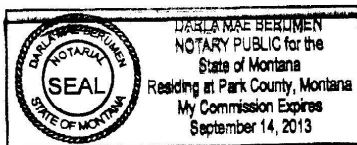
Dated this 19th day of January, 2012.



Marvin L. Shiver, JR.

STATE OF MONTANA)
 : ss.
County of Park)

On this 19th day of January in the year 2012, before me Darla Mae Berumen, a Notary Public for the State of Montana, personally appeared **Marvin L Shiver, JR.** known to me to be the person whose name is subscribed to the within instrument 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 above written.




Notary Public for the State of Montana
Residing at: Livingston
My Commission expires: September 14, 2013

REALTY TRANSFER RECEIVED

Property Record Card

Summary

Primary Information

Property Category: [RP](#)
Geocode: [49-0802-29-3-01-80-0000](#)
Primary Owner:
[SHIVER BRYCE L](#)
[PO BOX 177](#)
[LIVINGSTON, MT 59047-0177](#)
NOTE: See the Owner tab for all owner information

Subcategory: [Residential Property](#)
Assessment Code: [0003188580](#)
PropertyAddress: [4 BOX CANYON RD](#)
[LIVINGSTON, MT 59047](#)
COS Parcel:

Certificate of Survey:
Subdivision: [YELLOWSTONE BASIN PROP](#)
Legal Description:
[YELLOWSTONE BASIN PROP, S29, T02 S, R09 E, ACRES 12, FAMILY CONVEYANCE OFCOS 2080](#)
Last Modified: [7/16/2021 4:03:03 AM](#)

General Property Information

Neighborhood: [249.004](#)
Living Units: [1](#)
Zoning:
Linked Property:

Property Type: [IMP_R - Improved Property - Rural](#)
Levy District: [49-1612-4OUT/RF](#)
Ownership %: [100](#)

Linked Property	Link Type	
49-0802-32-1-01-10-8001	4 - MH Linked to Land in Same Ownership	View

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

<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	0.000	00.00
Total Ag Land	0.000	00.00
Total Forest Land	0.000	00.00
Total Market Land	12.000	102,014.00

Deed Information:

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
-----------	------	------	---------------	-----------------	---------------

1/19/2012			1/19/2012	D-369202	Quit Claim Deed
1/2/2008			1/2/2008	D346913	Quit Claim Deed
11/8/2002	R180	171			
11/20/1998	R134	70			

Owners

Party #1

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

Ownership %: 100

Primary Owner: "Yes"

Interest Type: [Fee Simple](#)

Last Modified: 1/26/2012 10:46:00 AM

Other Names

Other Addresses

Name

Type

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2021	102014	104570	206584	COST
2020	71721	147079	218800	MKT
2019	71721	147079	218800	MKT

Market Land

Market Land Item #1

Method: [Acre](#)Type: [Primary Site](#)

Width:

Depth:

Square Feet: 00

Acres: 12

Valuation

Class Code: 2101

Value: 102014

Dwellings

Existing Dwellings

Dwelling Type	Style	Year Built
SFR	03 - Ranch	1992

Dwelling Information

Residential Type: [SFR](#)Style: [03 - Ranch](#)

Year Built: 1992

Roof Material: 5 - Metal

Effective Year: 1995

Roof Type: 3 - Gable

Story Height: 1.0

Attic Type: 0

Grade: 5

Exterior Walls: 1 - Frame

Class Code: 3301

Exterior Wall Finish: 6 - Wood Siding or Sheathing

Year Remodeled: 0

Degree Remodeled:

Mobile Home Details

Manufacturer:

Serial #:

Width: 0

Model:

Length: 0

Basement Information

Foundation: 2 - Concrete

Finished Area: 0

Daylight:

Basement Type: 0 - None

Quality:

Heating/Cooling Information

Type: **Non-Central**
Fuel Type: **4 - Electricity**

System Type: **7 - Electric Baseboard/Electric Radiant**
Heated Area: **0**

Living Accomodations

Bedrooms: **1**
Family Rooms: **0**

Full Baths: **1**
Half Baths: **0**

Addl Fixtures: **3**

Additional Information

Fireplaces:

Stacks: **0**
Openings: **0**
Cost & Design: **0**
Description:

Stories:
Prefab/Stove: **1**
Flat Add: **0**
Description:

Garage Capacity: **0**
% Complete: **0**

Dwelling Amenities

View:

Access:

Area Used In Cost

Basement: **0**
First Floor: **897**
Second Floor: **0**

Additional Floors: **0**
Half Story: **0**

Attic: **0**
Unfinished Area: **0**
SFLA: **897**

Depreciation Information

CDU:
Desirability: Physical Condition: **Fair (6)**
Property: **Fair (6)**
Location: **Fair (6)**

Utility: **Fair (6)**

Depreciation Calculation

Age: **25** Pct Good: **0.66**

RCNLD: **104160**

Additions / Other Features

[There are no additions for this dwelling](#)

[There are no other features for this dwelling](#)

Other Buildings/Improvements

Outbuilding/Yard Improvement #1

Type: **Residential**

Description: **RRS1 - Shed, Frame**

Quantity: **1**

Year Built: **1980**

Grade: **L**

Condition:

Functional:

Class Code: **3301**

Dimensions

Width/Diameter: **12**

Length: **16**

Size/Area:

Height:

Bushels:

Circumference:

Commercial

Existing Commercial Buildings

[No commercial buildings exist for this parcel](#)

Ag/Forest Land

Ag/Forest Land

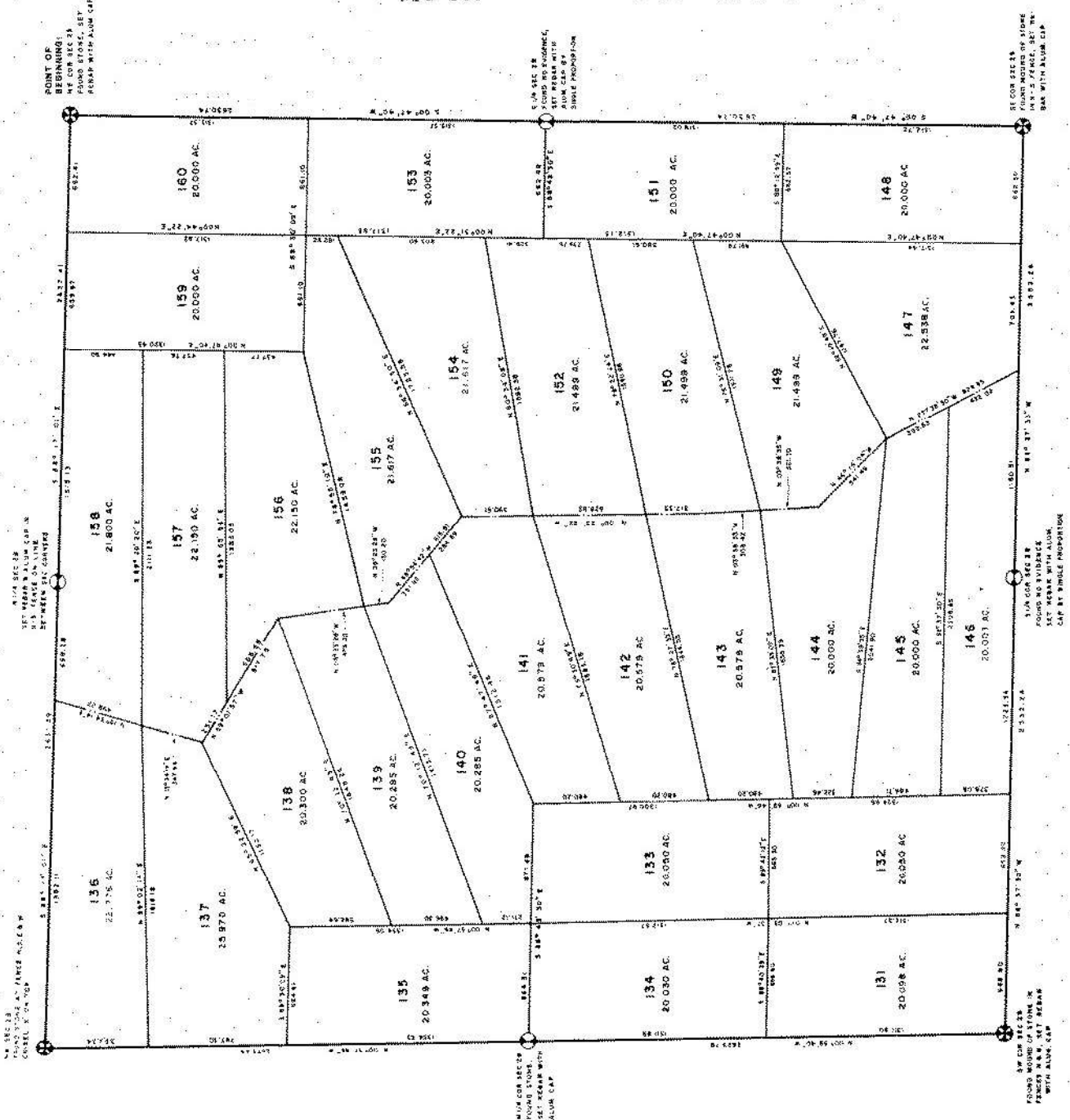
[No ag/forest land exists for this parcel](#)

CERTIFICATE OF SURVEY NO. 715

SECTION 29, T2S, R9E, M.P.M.

PARK COUNTY, MONTANA

FOR YELLOWSTONE BASIN PROPERTIES TO SHOW 30 TRACTS OF LAND.



TOTAL AREA: 628,304 ACRES

DESCRIPTION

Section Twenty-nine, 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 Twenty-nine, thence along the boundary of said Section Twenty-nine through the following courses and distances:

- South 00° 57' 40" West a distance of 2530.74 feet.
- South 00° 47' 40" West a distance of 2530.74 feet.
- North 88° 32' 30" West a distance of 2552.26 feet.
- North 88° 37' 30" West a distance of 2552.26 feet.
- North 00° 59' 40" West a distance of 2623.79 feet.
- North 00° 57' 46" West a distance of 2623.79 feet.
- South 88° 17' 01" East a distance of 2631.39 feet.
- South 88° 12' 01" East a distance of 2637.41 feet to the Point of Beginning.

Said tract being 628,304 Acres, along with and subject to all existing easements.

CERTIFICATE OF SURVEY

Surveyed under the supervision of MICHAEL FOLEY, 1997.

Dated this 14th day of October, 1997.

MICHAEL FOLEY



177314		1/4		SEC. 1		R	
CERTIFICATE OF FILING BY CLERK AND RECORDER		25		25		SE	
STATE OF MONTANA		25		25		SE	
COUNTY OF PARK		25		25		SE	
Filed for record this 6th day of Oct.		25		25		SE	
1997, at 3:02 o'clock P.M.		25		25		SE	
Margaret D. Dornier		25		25		SE	
County Clerk and Recorder		25		25		SE	
Park County, Montana		25		25		SE	
Fee \$100		25		25		SE	
30666		25		25		SE	



Montana Department of
ENVIRONMENTAL QUALITY

Brian Schweitzer, Governor

P.O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • www.deq.mt.gov
May 10, 2006

336168 Fee: \$69.00 Roll: R 237 Page(s): 7
PARK COUNTY Recorded 06/16/2006 At 03:34 PM
Denise Nelson, Clk & Rcdr By SG
Return To: GASTON ENGINEERING & SURVEYING
PO BOX 861 BOZEMAN, MT 59771

Mark Fasting, PE
Gaston Engineering & Surveying
PO Box 861
Bozeman MT 59771

RE: Shiver Family Transfer
Park County
E.Q. #06-1965

Dear Mr Fasting:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

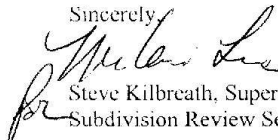
Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-126, MCA and the Montana Administrative Procedures Act.

If you have any questions, please contact this office.

Sincerely,


Steve Kilbreath, Supervisor
Subdivision Review Section

SK/ML

cc: County Sanitarian
County Planning Board

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION APPROVAL
(Section 76-4-101 et seq., MCA)

TO: County Clerk and Recorder
Park County
Livingston Montana

E.Q. #06-1965

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Shiver Family Transfer**

A tract of land located in the South ½ of Section 29, Township 2 South, Range 9
East, P.M.M., Park County, Montana
See Exhibit A for complete legal description

Consisting of two Tracts have been reviewed by personnel of the Permitting and Compliance Division, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the Certificate of Survey is made with the understanding that the following conditions shall be met:

THAT the Family Conveyance Tract size and the Remainder size as indicated on the Certificate of Survey to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT the Family Conveyance Tract and the Remainder shall each be used for one single family dwelling, and,

THAT the Family Conveyance Tract shall be limited to a two bedroom single family dwelling, and,

THAT when the existing water supply systems are in need of extensive repairs or replacement it shall be replaced by a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT when the present sewage treatment systems are in need of extensive repairs or replacement it shall be replaced by a septic tank and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

Page 2 of 2
Park County
Shiver Family Transfer
E.Q. #06-1965

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer and/or owner of record shall provide each purchaser of the property with a copy of the Certificate of Survey, approved location of the water supply and sewage treatment system as shown on the attached lot layout and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

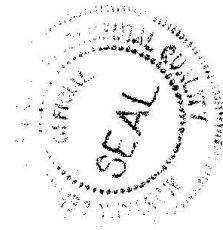
THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the Certificate of Survey filed in your office as required by law.

DATED this 9th day of May, 2006.

RICHARD OPPER,
DIRECTOR



By:

Steve Kilbreath
for Steve Kilbreath, Supervisor
Subdivision Review Section
Permitting and Compliance Division
Department of Environmental Quality

Owner's Name: Marvin L. and Shirley Shiver

SUBDIVISION SIGNIFICANCE DETERMINATION CHECKLIST
MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

Subdivision Name Shiver Family Transfer

EQ Number 06-1965

Date Reviewed May 5, 2006

Reviewer Sheryl Consort

2nd Reviewer _____

Determination: Significant ☒ Non-Significant ☐ Incomplete ☐

rev. 01/2000

Part I: Applicability and Exclusions	YES/NO	Notes and Basis for decision
ARM 17.30.701(1) & 75-5-103(9), MCA 1. Are any high quality waters affected? (Include downstream and downgradient) If NO, the nondegradation requirements are not applicable.	YES	
ARM 17.30.702(16) & 17.30.705(1) 2. New or increased source of pollutants? If NO, the nondegradation requirements are not applicable.	YES	
3. Activity categorically excluded under ARM 17.30.716 or 75-5-317, MCA? If YES, the Activity is Non-Significant.	NO	
4. Non-Significant under ARM 17.30.715(3)? (Public Notice Required) If YES, the Activity is Non-Significant.	NO	
ARM 17.30 sub-chapter 5 5. Is this determination contingent upon granting a mixing zone? If YES, determine if a mixing zone can be granted before going on to Part II. If NO, continue on to Part II.	YES	100-foot source-specific mixing zone
Part II: Significance Determination	YES/NO	Notes and Basis for decision
ARM 17.30.715(1)(a) 6. Change in mean monthly flow of the surface water > 15%, or change in 7Q10 flow > 10%.	NO	
ARM 17.30.715(1)(b) 7. Concentration of carcinogen or parameter with BCF > 300 in discharge greater than receiving water.	NO	
ARM 17.30.715(1)(c) 8. Increase in toxics or nutrients > trigger value and concentration after mixing > 15% of lowest applicable standard. For nutrients, if the answer is YES, the criteria in question #10 must also be exceeded for the activity to be significant.	NO	
ARM 17.30.715(1)(f) 9. Increase of a harmful parameter > 10% of applicable standard and existing water quality > 40% of applicable standard.	NO	
ARM 17.30.715(1)(g) 10. Measurable effect on a beneficial use or measurable changes in aquatic life or ecological integrity from a narrative parameter.	NO	
11. Increase in nitrate-nitrogen in groundwater at a mixing zone boundary exceeds that allowed in ARM 17.30.715(1)(d).	NO	Nitrate concentration is below 5.0 mg/L at the end of each mixing zone using K = 11 ft/day; gradient = 0.033 ft/ft (~N3°E) and background nitrate = 0.1 mg/L.
ARM 17.30.715(1)(e) 12. Increases in phosphorus in groundwater where adsorptive capacity of soils will be exceeded within 50 years and will reach surface water, or the activity does not employ department approved water quality protection practices.	NO	Nearest downgradient state water is in the unnamed ravine 2300 feet from the nearest drainfield. Breakthrough is not significant.
13. Significant under ARM 17.30.715(2)?	NO	

If any answer to Questions #6 through #13 is YES, the Activity is Significant (except for question #8 as applied to nutrients).

EXHIBIT A
SHIVER FAMILY TRANSFER

06-1965

DESCRIPTION
FAMILY CONVEYANCE TRACT

A tract of land in the S1/2 of Section 29, T2S, R9E, MPM, Park County, Montana, being a portion of Tract 146 of Park County Certificate of Survey No. 715 (C/S 715).

The point of beginning is the northwest corner of said Tract 146, which point is marked with a Surv Kap.

Thence S0°51.1'E along the westerly line of Tract 146, a distance of 377.69 feet to the southwest corner of Tract 146.

Thence S88°37.2'E along the southerly line of Tract 146, also being the south line of Section 29 per C/S 715, a distance of 1223.41 feet to a point marked with a Surv Kap as the South 1/4 corner of said Section 29.

Thence S88°36.0'E along the southerly line of Tract 146, also being the south line of Section 29 per C/S 715, a distance of 154.27 feet to a point marked with a Surv Kap.

Thence N1°23.3'E a distance of 377.56 feet to a point marked with a Surv Kap.

Thence N88°37.5'W along the northerly line of Tract 146, a distance of 1392.44 feet to the point of beginning.

The above described tract contains 12.00 acres, more or less.

Including a 30 foot private access and utility easement extending 15 feet each side of the following described centerline of an existing road:

From the southeast corner of the above described Family Conveyance Tract the point of beginning is N1°23.3'E, a distance of 31.97 feet.

Thence S82°02.9'E a distance of 109.12 feet.

Thence S87°34.5'E a distance of 361.32 feet.

Thence N81°37.8'E a distance of 138.33 feet.

Including easements along roads assumed to have been established by original deeds and covenants where said roads exist upon the Remainder Tract.

Subject to any easements of record or apparent from visual inspection.

DESCRIPTION
REMAINDER

A tract of land in the SE1/4 of Section 29, T2S, R9E, MPM, Park County, Montana, being a portion of Tract 146 of Park County Certificate of Survey No. 715 (C/S 715).

The point of beginning is the northeast corner of said Tract 146, which point is marked with a Surv Kap.

Thence N88°37.5'W along the northerly line of Tract 146, a distance of 816.74 feet to a point marked with a Surv Kap.

Thence S1°23.3'W a distance of 377.56 feet to a point marked with a Surv Kap.

Thence S88°36.1'E along the southerly line of Tract 146, also being the south line of said Section 29, per C/S 715, a distance of 1026.30 feet to a point marked with a Surv Kap.

Thence N27°37.1'W along the easterly line of Tract 146, a distance of 432.14 feet to the point of beginning.

Reserving therefrom, a 30 foot private access and utility easement extending 15 feet each side of the following described centerline of an existing road:

From the southeast corner of the above described Family Conveyance Tract, the point of beginning is N1°23.3'E, a distance of 31.97 feet.

Thence S82°02.9'E a distance of 109.12 feet.

Thence S87°34.5'E a distance of 361.32 feet.

Thence N81°37.8'E a distance of 138.33 feet.

Reserving therefrom, easements along roads assumed to have been established by original deeds and covenants where said roads exist upon the Remainder Tract.

Subject to any easements of record or apparent from visual inspection.

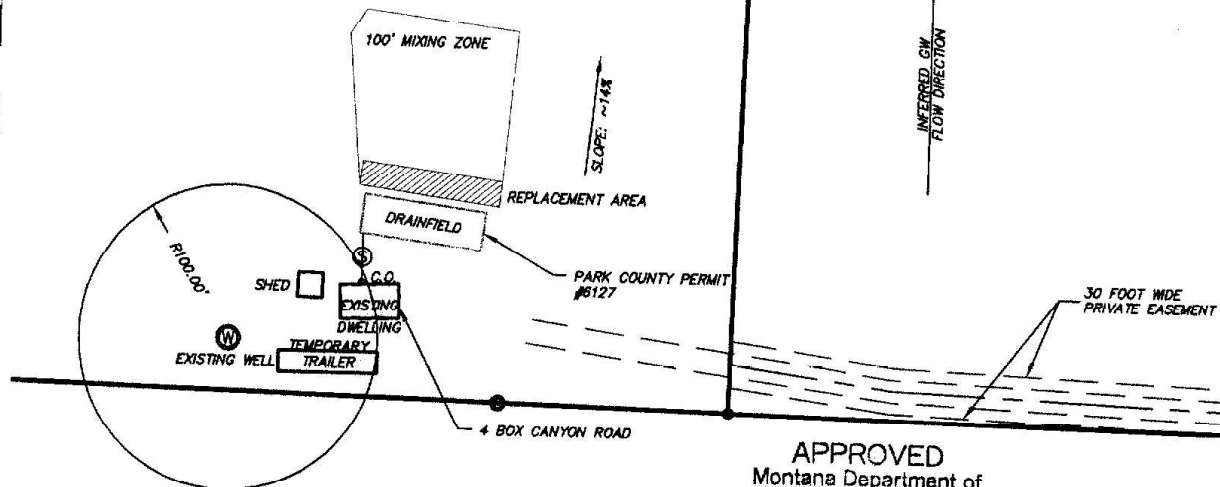
Roads assumed to be
established by original
deeds & covenants

SITE P1

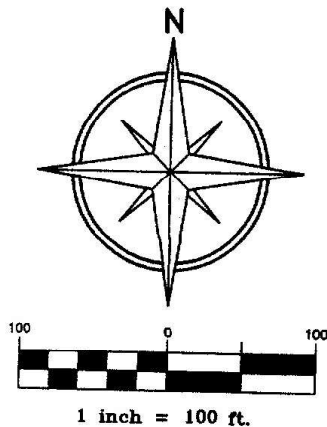
SHIVER 2-TRACT FAMIL

A PARCEL OF LAND BEING TRACT 146 OF C.O.S. No. 715
PARK COUNTY,

FAMILY CONVEYANCE
TRACT
12.00 acres



APPROVED
Montana Department of
Environmental Quality
Permitting and Compliance Division
MAS 5-9-06
Reviewer Date



PROPOSED FACILITIES GENERAL REQUIREMENTS:

- INSTALL DRAINFIELD LATERALS AS SPECIFIED ON THE FOLLOWING SHEETS
- MAINTAIN 100' MINIMUM SEPARATION BETWEEN ALL WELL AND DRAINFIELDS.
- MAINTAIN 50' SEPARATION BETWEEN WELL LOCATIONS AND SEPTIC TANKS (INCLUDING S LINES).
- MAINTAIN 10' SEPARATION BETWEEN PROPERTY LINES & DRAINFIELD AREAS AND PROPC WELL LOCATIONS.
- MAINTAIN 100' SEPARATION BETWEEN DRAINFIELD AREAS SURFACE WATER.
- THERE ARE NO KNOWN EXISTING/PROPOSED DOMESTIC WELLS OR SURFACE WATERS LOC WITHIN 100' OF PROPOSED DRAINFIELD LOCATIONS.
- EXISTING DWELLING CURRENTLY BEING RENOVATED (UNOCCUPIED). TRAILER TO BE REM UPON OCCUPANCY OF DWELLING UNIT.

RIGHT-OF-WAY EASEMENT

Location # _____

KNOW ALL MEN BY THESE PRESENTS, That the undersigned
MARVIN LOUIS SHIVER, JR. MARVIN LOUIS SHIVER
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 #29, T.2S., R.9E., M.P.M., more particularly described as Tract #146 of C.O.S. #715, 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 Louis Shiver, Jr. (L.S.) Marvin Louis Shiver (L.S.)
 GREYHOUND FINANCIAL CORPORATION, formerly known
 (L.S.) as Greyhound Leasing and Financial
 corporation

STATE OF MONTANA
 COUNTY OF PARK

By: SR. POOR
 Its: Vice President

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 LOUIS SHIVER JR & MARVIN LOUIS 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. LaDue
 NOTARY PUBLIC FOR THE STATE OF MONTANA
 Residing at Livingston
 My commission expires 1-20-95

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, Steve 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: Feb 19 1994

State of Montana }
County of Park, } ss
Filed for record this 5th day of June, A.D. 1992, at 9:58
o'clock A.M. Recorded in Roll 89, Pages 420-421
By [Signature] Deputy
Clerk & Recorder 226 100 Filed to: Paul Electric
12.00

45 715

WO # 205169
Park Electric Cooperative
P.O. Box 1119
Livingston, MT 59047

ROLL 223 PAGE 725

328698 Fee: \$ 7.00 Roll 223 Pg 725

PARK COUNTY Recorded 09/01/2005 At 10:57 AM

Denise Nelson, Clk & Rdr By SA

Return to: PARK ELECTRIC PO BOX 1119
LIVINGSTON, MT 59047

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned MARVIN L. SHIVER, Sr. and SHIRLEY A. SHIVER

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: a twenty foot corridor through a portion of that part of S1/2S1/2 of Section 29, Township 2 South, Range 9 East, of the Principal Montana Meridian, Park County, Montana, described as Tract 146 of Certificate of Survey No. 715 on file in the office of the Clerk and Recorder of said County, under Document #177314, 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.

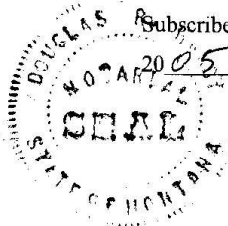
The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

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.

Marvin L. Shiver Sr.
MARVIN L. SHIVER Sr. Legal Signature

Shirley A. Shiver
SHIRLEY A. SHIVER Legal Signature

STATE OF MT
COUNTY OF PARK



Subscribed and sworn to (or affirmed) before me this 4TH day of AUGUST, 2005 by APPEARED MARVIN L. SHIVER AND SHIRLEY A. SHIVER.

Douglas R. Hardy
Notary Public

DOUGLAS R. HARDY
Print Name

Notary Public for the State of MT
Residing at LIVINGSTON
My commission expires 12-16-2007

C/S 715

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

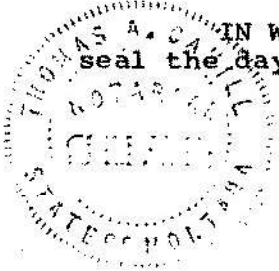
By Leonard C. Hopkins
LEONOLD C. HOPKINS, President

File 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.

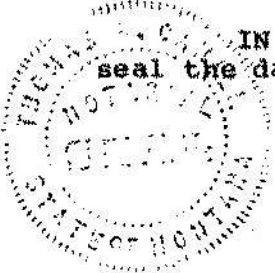


Thomas A. Cahill
 Notary Public for the State of Mont.
 Residing at Livingston, Montana.
 My commission expires: 8-18-84.

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 Tronical
 County Clerk & Recorder

By _____ Deputy

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

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 W. Weather

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.

Janet M. Burk
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.

Maria J. Duffell
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
clock A.M. Recorded in Roll 48 of pages 1527-1530

James J. Duffell
County Clerk & Recorder

By _____ Deputy

Recording Fee \$ 82 Document No. 182462

Return to: American Land Title
Livingston, Md.

018713, 018714, 018715

EASEMENT

THIS EASEMENT, dated this 20th day of DECEMBER, 1983, from YELLOWSTONE BASIN PROPERTIES, INC., a corporation of the State of Montana, hereinafter called "Grantor," to the UNITED STATES OF AMERICA, hereinafter called "Grantee," whose address is Washington, D.C. 20013.

WITNESSETH:

Grantor, for and in consideration of \$1.00 received by Grantor, does hereby grant to Grantee and its assigns, subject to existing easements and valid rights, a perpetual easement for Livingston Peak Road No. 2532 along and across a strip of land, hereinafter defined as the "premises," by virtue of their interest as described in those certain Grants of Easements acquired from Ted J. Watson and Georgann Watson dated March 23, 1982 and March 17, 1983, recorded September 8, 1982 in Roll 40, pages 644-645, and recorded March 18, 1983 in Roll 42, pages 887-889, respectively, records of Park County, Montana, over and across NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, Section 21; W $\frac{1}{2}$ NW $\frac{1}{4}$ Section 28; NW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 29; Lot 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, Section 32; T. 2 S., R. 10 E., P.M.M.; Lots 2 and 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, Section 5, T. 3 S., R. 10 E., P.M.M., County of Park, State of Montana.

The word "premises" when used herein means said strip of land, whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately on Exhibit A attached hereto.

Said premises shall be 33 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by the Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The acquiring agency is the Forest Service, Department of Agriculture.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns:

APPROVED, AS TO CONSIDERATION,
DESCRIPTION, AND CONDITIONS.
BY James M. Williams DATE 1-18-84

- A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee alone may extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public.

- B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.

This easement is granted subject to the following reservations by the Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

1. The right to use the existing road described herein for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources now or hereafter owned or controlled, subject, however, to traffic-control regulations as Grantee may reasonably impose and the bearing of road maintenance costs proportionate to use, in each case as authorized and provided by the regulations of the Secretary of Agriculture and as they may be amended and published in the Code of Federal Regulations.
2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with the use of the road.
3. The right to all timber now or hereafter growing on the premises, subject to the Grantee's right to cut timber as hereinbefore provided.

If the Regional Forester determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the appropriate Regional Forester to the Grantors or their successors or assigns in interest.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above written.

YELLOWSTONE BASIN PROPERTIES, INC.

By Wayne J. [Signature]
Title Vice President

Attest:

By Michael F. Hegg
Title Secy - Treas.

(Corporate Seal)

ACKNOWLEDGMENT

STATE OF Montana }
County of Gallatin } ss.

On this 20th day of November, 1983, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Wayne J. [Signature], known to me to be the Vice President of Yellowstone Basin Properties, Inc., 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 official seal the day and year first above written.



Janet M. Buck
Notary Public for the State of Montana
Residing at Bozeman
My commission expires Aug. 16, 1984

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.

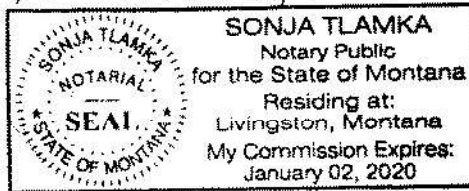
SOUTH WINEGLASS PROPERTY OWNERS ASSOCIATION

By: Nelson H King President

BY: [Signature] Vice President

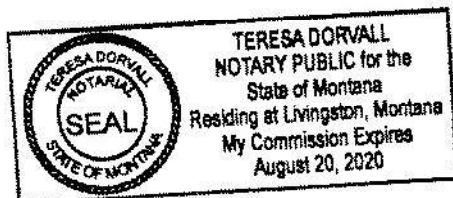
BY: [Signature] Secretary/Treasurer

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



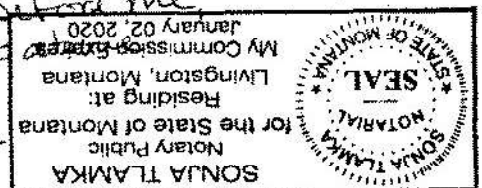
[Signature]

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 Lowy, 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

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 146 of Certificate of Survey No. 715 platting Section 29, 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 20.003 acres, more or less (and is also referred to as "WG-146").

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,

PTC 1886

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.

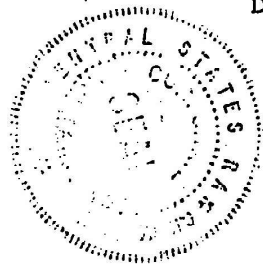
TO HAVE AND TO HOLD, all and singular the above-described premises unto the said Grantee, and to its successors and assigns forever together with all tenements, hereditaments, and appurtenances thereto belonging or appertaining, and any reversion for remainder.

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 14th day of December, 1984.

CENTRAL STATES RANCH COMPANY

By [Signature]
Title: Vice President

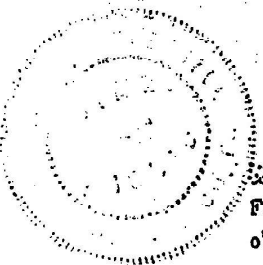


STATE OF TENNESSEE)
) ss.
County of Shelby)

On this 14th day of December, 1984, before me, a notary public in and for said State, personally appeared A.J. Wenthersby 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 Memphis TN
My commission expires: 10-19-86



State of Tenn.) ss.
County of Park)
Filed for record this 5th day of September, A.D. 1985, at 4:41
o'clock P.M. Recorded in Roll 52 of , pages 1435-1436
JANICE JENNINGS By Lathrop M. Cox
County Clerk & Recorder Deputy
Recording Fee \$ 10.00 Document No. 187568 Return to: Park Title, Inc.
08715 No transfer of water rights. Livingston, Tenn. 54047
RECEIVED
- 2 -

**Yellowstone Basin Properties, Inc.**

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

WARRANTY DEED

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 LOUIS SHIVER, JR. and MARVIN LOUIS SHIVER

Name(s) P.O. Box 8093 M.L.S.

Of General Delivery, 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 146 of Certificate of Survey No. 715 located in Section 29, 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 20.003 Acres)

Reference Number: WG-146

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) 715 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.

STATE OF MONTANA

County of Gallatin

) ss.

)

YELLOWSTONE BASIN PROPERTIES, INC.

a Montana corporation

By

Title: President

(CORPORATE SEAL)

On this 08th day of August, in the year 1985, before me, the undersigned

Notary Public for the State of Montana, personally appeared WARREN VAN GENDEREN

known to me to be the President, 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. Joyce
NOTARY PUBLIC for the State of Montana

Residing at Bozeman, Montana

My Commission expires 8-27-85

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)
County of Gallatin) ss.

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 }
County of Park } ss

Filed for record this 20 day of November, A.D. 1998, at 2:18

o'clock P M. Recorded in Roll 134 Pages 70, 71

Demise Nelson
County Clerk & Recorder

Recording Fee \$ 12.00 Document No. 270761

REALTY TRANSFER RECEIVED

Deputy _____
Return to Martyn Shaver Jr.
P.O. Box 8093
Summerton MT
59047

Property Record Card

Summary

Primary Information

Property Category: [RP](#)

Subcategory: [Manufactured Homes not Attached to Real](#)

Geocode: [49-0802-32-1-01-10-8001](#)

Assessment Code: [000M007484](#)

Primary Owner:

PropertyAddress: [4 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:

Legal Description:

[S31, T02 S, R09 E, SERIAL # IDFLS04A70361BM13, TITLE # W925796, MAKE FLEETWOOD, MODEL BROADMORE, YEAR 1995, SIZE 14X70](#)

Last Modified: [4/16/2021 6:14:10 PM](#)

General Property Information

Neighborhood: [249.800.MH](#)

Property Type: [IMP_R - Improved Property - Rural](#)

Living Units: [1](#)

Levy District: [49-1612-4OUT/RF](#)

Zoning:

Ownership %: [100](#)

Linked Property:

Linked Property	Link Type	
49-0802-29-3-01-80-0000	4 - MH Linked to Land in Same Ownership	View

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

Land Type	Acres	Value
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	0.000	00.00
Total Ag Land	0.000	00.00
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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10/12/2005	TITL	TRANS			
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Owners

Party #1

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

Ownership %: [100](#)

Primary Owner: ["Yes"](#)

Interest Type: [Conversion](#)

Last Modified: [4/23/2012 12:15:15 PM](#)

Other Names

Other Addresses

Name

Type

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2021	0	24060	24060	COST
2020	0	22760	22760	COST
2019	0	22760	22760	COST

Market Land

Market Land Info

[No market land info exists for this parcel](#)

Dwellings

Existing Dwellings

Dwelling Type	Style	Year Built
MH	SW	1995

Dwelling Information

Residential Type: [MH](#) **Style:** [SW](#)
Year Built: [1995](#) **Roof Material:** [10 - Asphalt Shingle](#)
Effective Year: [0](#) **Roof Type:** [3 - Gable](#)
Story Height: [1.0](#) **Attic Type:** [0](#)
Grade: [A](#) **Exterior Walls:**
Class Code: [6201](#) **Exterior Wall Finish:** [6 - Wood Siding or Sheathing](#)
Year Remodeled: [0](#) **Degree Remodeled:**

Mobile Home Details

Manufacturer: [FLEETWOOD](#) **Serial #:** [70361/W925796](#) **Width:** [14](#)
Model: [BROADMORE](#) **Length:** [64](#)

Basement Information

Foundation: [1 - Wooden or Masonry Piers/Posts](#) **Finished Area:** [0](#) **Daylight:**
Basement Type: [0 - None](#) **Quality:**

Heating/Cooling Information

Type: [Central](#) **System Type:** [5 - Forced Air](#)
Fuel Type: [3 - Gas](#) **Heated Area:** [0](#)

Living Accommodations

Bedrooms: [3](#) **Full Baths:** [2](#) **Addl Fixtures:** [3](#)
Family Rooms: [0](#) **Half Baths:** [0](#)

Additional Information

Fireplaces: **Stacks:** [0](#) **Stories:**

Garage Capacity: 0

% Complete: 0

Dwelling Amenities

View:

Area Used In Cost

Basement: 0

First Floor: 896

Second Floor: 0

Depreciation Information

CDU:

Desirability:

Depreciation Calculation

Age: 25

Additions / Other Features

Additions

Openings: 0

Cost & Design: 0

Description:

Access:

Additional Floors: 0

Half Story: 0

Physical Condition: Average (7)

Property: Average (7)

Location: Average (7)

Pct Good: 0.44

Prefab/Stove: 0

Flat Add: 0

Description:

Attic: 0

Unfinished Area: 0

SFLA: 896

Utility: Average (7)

RCNLD: 19910

Lower	First	Second	Third	Area	Year	Cost
	33 - Deck, Wood			25	0	339

There are no other features for this dwelling

Other Buildings/Improvements

Outbuilding/Yard Improvement #1

Type: Residential

Quantity: 1

Condition:

Dimensions

Width/Diameter: 24

Height:

Description: RRS1 - Shed, Frame

Year Built: 1995

Functional:

Length: 40

Bushels:

Grade: A

Class Code: 6201

Size/Area:

Circumference:

Commercial

Existing Commercial Buildings

No commercial buildings exist for this parcel

Ag/Forest Land

Ag/Forest Land

No ag/forest land exists for this parcel