



Fidelity National Title

CHICAGO TITLE
TWO TRUSTED COMPANIES. ONE UNIFIED TEAM

March 28, 2024
Prepared For:
**Dukelow Ranch Limited Partnership
NHN Weber Butte Trail Corvallis, MT 59828
13146814401040000**
Built to ensure a successful real estate partnership with proven results.

Fidelity National Title Branch Locations

BIGFORK:

8000 MT HWY 35, Ste 3
Bigfork, MT 59911
406-837-8000

COLUMBIA FALLS:

734 9th Street West Unit 5
Columbia Falls, MT 59912
406-862-7914

LAKESIDE:

7100 US HWY 93 South, Ste A
Lakeside, MT 59922
406-300-6106

HAMILTON:

1920 North First Street
Hamilton, MT 59840
406-363-7004

KALISPELL:

150 1st Ave., WN Ste A
Kalispell, MT 59901
406-755-7004

MISSOULA:

320 West Broadway St
Missoula, MT 59802
406-728-1500

WHITEFISH:

284 Flathead Ave, Ste 101
Whitefish, MT 59937
406-862-7914

Chicago Title Branch Locations

CHICAGO TITLE - BILLINGS

1575 Shiloh Road, Ste J
Billings, MT 59106
406-238-9999

CHICAGO TITLE - BOZEMAN

1800 W Koch Street, Ste 1
Bozeman, MT 59715
406-587-5563

CHICAGO TITLE - GREAT FALLS

101 River Drive North
Great Falls, MT 59401
406-453-7622

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[Montana.CTIC.com](https://montana.ctic.com)



Ravalli County Property Profile

Parcel #	13146814401040000	Owner	Dukelow Ranch Limited Partnership
Ref Parcel		Owner Address	1194 Pine St Unit A Hamilton MT 59840 - 2361
Site Address	933 Hamilton Heights Rd Corvallis MT 59828 - 9459	Market Total Value	
Lot Size	37.35 Acres (1,626,966 SqFt)	Assessed Total Value	\$2,057.00
Building Area		Year Built	
School District	Corvallis K-12	Sale Date	
Zoning		Sale Price	
Bedrooms		Subdivision	Hamilton Heights
Bathrooms		Land Use / Land Use Std	VAC_R - Vacant Land Rural / 400 - Vacant Land (nec)
Legal	HAMILTON HEIGHTS, S14, T06 N, R20 W, BLOCK 7, Lot PT 5, ACRES 37.35, IN E2SE INDEX 4 CS #692705-R PARCEL C LES DOC#647034		



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Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Return to:
Richard A. Weber, P.C.
345 W. Main St.
Hamilton, Montana 59840

RAV-45854
Parcel 46720 + 46700

QUIT CLAIM DEED
AND GRANT AND RESERVATION OF EASEMENTS

THIS INDENTURE, Made this 25 day of May, 2012 between **Bitterroot Valley Bank, dba Ravalli County Bank, successor by merger dated January 1, 2012**, of P.O. Box 150, Hamilton, Montana 59840, Party of the First Part, and **The Dukelow Ranch, Limited Partnership** of 1194 Unit A, Pine Street, Hamilton, Montana 59840 the Parties of the Second Part,

WITNESSETH: That the said Parties of the First Part for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) to them in hand paid by the said Parties of the Second Part, receipt of which is hereby acknowledged; do hereby convey, remise, release and forever quitclaim unto the said Parties of the Second Part, and to their successors and assigns, all right, title and interest in and to the following described real estate, situated in the County of Ravalli, State of Montana, to-wit:

Tract A, Amended Plat No. 592702, AND Tract C, Certificate of Survey 592705-R, according to the records of the Clerk and Recorder, Ravalli County, Montana,

And also reserving for the benefit of Tract B, Certificate of Survey No. 592705-R, all easements apparent and of record, including without limitation those easements for ingress and egress and utilities referred to in the Agreement to Correct Legal Description dated 5-25-12, Document No. 654881, Records of Ravalli County, Montana, and shown on Amended Plat No. 592702 and Certificate of Survey 592705-R, Records of Ravalli County;

YAB

And also granting for the benefit of Tract A, Amended Plat No. 592702, and Tract C, Certificate of Survey 592705-R, all easements apparent and of record, including without limitation those easements for ingress and egress and utilities referred to in the Agreement to Correct Legal Description dated 5-25-12, Document No. 654881, Records of Ravalli County, Montana, and shown on Amended Plat No. 592702 and Certificate of Survey 592705-R, Records of Ravalli County;

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, interest, property, possession, claim and demand whatsoever as well in law as in equity, of the said Parties of the First Part, of, in or to the said premises and every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the said premises, with the appurtenances unto the said Parties of the Second Part, their successors and assigns forever.

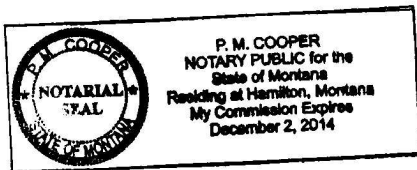
IN WITNESS WHEREOF, the said Parties of the First Part have hereunto set their hands and seals the day and year first above written.

**Bitterroot Valley Bank, dba Ravalli County
Bank, successor by merger dated January 1, 2012**

By: Charles D. Shonkwiler, Jr.
Its Branch President

STATE OF MONTANA)
 :SS.
County of Ravalli)

This instrument was acknowledged before me on MAY 25, 2012 by CHARLES D. SHONKWILER known to me to be the BRANCH PRESIDENT of **Bitterroot Valley Bank, dba Ravalli County Bank, successor by merger dated January 1, 2012.**



[Signature]
Notary Public

(Seal)

Ravalli County | Detail

Date: 03/28/24
Time: 09:37:06 am

RAVALLI COUNTY TREASURER
215 S 4TH ST STE H

Tax ID: 46700
Type: Real

Name and Address
DUKELOW RANCH LIMITED
PARTNERSHIP
1194 PINE ST UNIT A
HAMILTON MT 59840-2361

Property Tax Query TW Range SC Description
6 /20 /14 Geo 1468-14-4-01-04-0000 1-3 IN E1/2SE INDEX 4
Sub/Blk/Lot HAMILTON HEIGHT/ 07/ HAMILTON HEIGHTS PT LOT 5 BLK
7 CS #592705-R PARCEL C 37.35 AC

	YR	Int. Date	Tax Date	Tax Amt	Penalty	Interest	Total Amt
Paid	23	12/08/23	11/30/23	500.52	0.00	0.00	1,006.36
Paid	23	12/08/23	05/31/24	500.52	0.00	0.00	
Tax Due	23	03/28/24	05/31/24	5.32	0.00	0.00	
Paid	22	11/30/22	11/30/22	517.47	0.00	0.00	1,034.94
Paid	22	05/22/23	05/31/23	517.47	0.00	0.00	
Paid	21	11/15/21	11/30/21	478.16	0.00	0.00	956.31
Paid	21	11/15/21	05/31/22	478.15	0.00	0.00	
Paid	20	12/01/20	12/04/20	478.22	0.00	0.00	956.44
Paid	20	06/02/21	06/01/21	478.22	0.00	0.00	
Paid	19	11/25/19	12/02/19	477.50	0.00	0.00	954.99
Paid	19	05/27/20	05/31/20	477.49	0.00	0.00	
Paid	18	11/23/18	11/30/18	477.23	0.00	0.00	954.46
Paid	18	05/31/19	05/31/19	477.23	0.00	0.00	
Paid	17	11/07/17	11/30/17	471.66	0.00	0.00	943.30
Paid	17	06/04/18	05/31/18	471.64	0.00	0.00	
Paid	16	12/02/16	12/09/16	453.82	0.00	0.00	907.62
Paid	16	12/02/16	05/31/17	453.80	0.00	0.00	
Paid	15	11/25/15	11/30/15	452.99	0.00	0.00	905.98
Paid	15	11/25/15	05/31/16	452.99	0.00	0.00	
Paid	14	12/04/14	12/01/14	463.18	0.00	0.00	926.36
Paid	14	12/04/14	06/01/15	463.18	0.00	0.00	
Paid	13	12/01/13	12/02/13	460.68	0.00	0.00	921.33
Paid	13	05/19/14	06/02/14	460.65	0.00	0.00	

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Ravalli County | Detail

Date: 03/28/24
Time: 09:39:59 am

RAVALLI COUNTY TREASURER
215 S 4TH ST STE H

Tax ID: 46700
Type: Real

Name and Address
DUKELOW RANCH LIMITED
PARTNERSHIP
1194 PINE ST UNIT A
HAMILTON MT 59840-2361

Property Print TW Range SC Description
6 20 14 IN E1/2SE INDEX 4 Geocode: 1468-14-4-01-04-0000 - 07
HAMILTON HEIGHTS PT LOT 5 BLK 7 CS #592705-R PARCEL C 37.35 AC

Class Taxable/\$	Dist	Quantity	Market
31701 Non-Qualified Ag Land 20-160 A 311.00	1-3	37.35	2,057.00
990031 BITTERROOT IRRIGATION 0.00	31	17.00	0.00
990051 SOIL & WATER CONSERVATION 311.00	51	0	0.00
990072 WILLOW CREEK DRAINAGE 0.00	72	3.00	0.00
990131 BTTRT IRR ACCT CHRG 0.00	131	1.00	0.00

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Ravalli County | Detail

Date: 03/28/24
Time: 09:39:33 am

RAVALLI COUNTY TREASURER
215 S 4TH ST STE H

Tax ID: 46700
Type: Real

Name and Address
DUKELOW RANCH LIMITED
PARTNERSHIP
1194 PINE ST UNIT A
HAMILTON MT 59840-2361

Taxes Due Query TW Range SC Description
6 /20 /14 IN E1/2SE INDEX 4 Sub/Blk/Lot HAMILTON HEIGHT/ 07/
HAMILTON HEIGHTS PT LOT 5 BLK 7 CS #592705-R PARCEL C 37.35 AC
Geo: 1468-14-4-01-04-0000

District	Tax Date	Int Date	PD?	Tax Amt	Penalty	Interest
1-3 CORVALLIS+RURAL FIRE	11/30/23	03/28/24	Y	57.87	0.00	0.00
131 BTTTRT IRR ACCOUNT CHRG	11/30/23	03/28/24	Y	105.00	0.00	0.00
31 BITTERROOT IRRIGATION	11/30/23	03/28/24	Y	335.75	0.00	0.00
51 SOIL & WATER CONSERVATION	11/30/23	03/28/24	Y	0.25	0.00	0.00
72 WILLOW CREEK DRAINAGE	11/30/23	03/28/24	Y	1.65	0.00	0.00
1-3 CORVALLIS+RURAL FIRE	05/31/24	03/28/24	Y	57.87	0.00	0.00
131 BTTTRT IRR ACCOUNT CHRG	05/31/24	03/28/24	Y	105.00	0.00	0.00
31 BITTERROOT IRRIGATION	05/31/24	03/28/24	Y	335.75	0.00	0.00
51 SOIL & WATER CONSERVATION	05/31/24	03/28/24	Y	0.25	0.00	0.00
72 WILLOW CREEK DRAINAGE	05/31/24	03/28/24	Y	1.65	0.00	0.00
X635 MT SUPREME COURT ORDER 23-0635	05/31/24	03/28/24		5.32	0.00	0.00
Totals for 23				1,006.36	0.00	0.00
Total Tax, Penalty and Interest				1,006.36		

Return to:
Wayne Craw
1194 Pine St. Apt A
Hamilton, MT 59840

RAV-45854

Declaration of Protective Covenants, Conditions, Restrictions for Dukelow Ranch Subdivision #1

This declaration is made this 25 day of May, 2012, by Dukelow Ranch Limited Partnership, 1194-A Pine St, Hamilton, MT 59840, and Bitterroot Valley Bank, 11300 S. US Highway 93, Lolo, MT 59847, hereinafter called "Declarants".

RECITALS:

Declarants make this Declaration based upon the following facts and intentions:

A. Declarants are the owners of the following described real property located in Ravalli County, Montana to-wit:
Dukelow Ranch Subdivision #1, a platted subdivision of Ravalli County, Montana

Tracts A Amended Plat 592702, and Tracts B and C, Certificate of Survey 592705-R, Records of Ravalli County, MT

The above described property is hereinafter referred to as the "Property".

B. Declarants, or some of them, plan to subdivide and develop the Property for residential home sites, to create a neighborhood that is friendly and harmonious and impose thereon beneficial protective covenants under a general plan of improvement for the benefit of such real property, every part thereof and interest therein.

NOW, THEREFORE, Declarants hereby declare that the Property shall be held, sold, conveyed, encumbered, used, occupied and improved subject to the following easements, restrictions, covenants, liens, and conditions, all of which are in furtherance of a uniform plan of development, improvement and sale of said real property and are established for the purpose of enhancing the value, desirability and attractiveness of the real property and every part thereof. The easements, restrictions, covenants, liens, and conditions hereof shall run with the real property and shall be binding on and enforceable by all parties having or acquiring any possessory right, title or interest in the described properties or any part thereof, and shall be for the benefit of each owner of any portion thereof and inure to the benefit of and be binding upon each heir, successor, or assignee in interest of such owners.

SECTION 1: DEFINITIONS

Lot: shall mean and refer to one or more of the separately designated and legally described freehold estates shown, numbered and designated on the recorded plat of Dukelow Ranch Subdivision #1, a

platted subdivision of Ravalli County, Montana, and the above described Tracts A, B, and C.

Structure: shall mean any construction erected or placed upon any lot, including but not limited to, parts of and additions to buildings, walls, fences, and other enclosures, television and other antennas, walks and driveways.

Owner: shall mean the record Owner (including without limitation the Declarants), whether one or more persons or entities, of the fee simple title to any lot or parcel of property except that (1) where a lot or parcel of property has been sold by Declarants on an installment sale basis pursuant to a security instrument, the buyer thereunder (provided he is not in default under said security instrument), and not the Declarants or Grantor, shall be deemed to be the Owner, and (2) the term Owner shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

SECTION II: MINIMUM BUILDING AND USE RESTRICTIONS

1. **Land Use:** All lots shall be used for single family residential purposes except a home occupation which is carried on in the dwelling place and is incidental to the primary and principal use of a dwelling as a residence is allowed.

2. **Structures: Dwelling and Out Buildings:** None of the Lots in the subdivision may be used or improved for other than private residential purposes, and no more than one single family dwelling and garage and usual and necessary out buildings shall be erected, placed or maintained on any lots. All dwellings shall be of good quality, affixed to the land upon permanent foundations and aesthetically compatible with the other structures on said real property. With the exception of the existing dwelling located on Tract B, Certificate of Survey No.592705-R, Ravalli County, Montana, all single family dwellings shall have a minimum floor area, exclusive of basements, open porches, or garages, of 1200 square feet. New constructed homes only are allowed on the property. No modular or manufactured homes may be placed on the property. No mobile homes, or structures of a temporary character shall be permitted on the property at any time except unoccupied travel trailers and campers which are not unsightly may be stored on the premises in an unobtrusive location.

There shall be no more than two (2) out-buildings. Each such outbuilding shall conform in appearance with said dwelling house. Building materials on new construction shall be compatible with the other housing in the area. Use of unpainted metal siding or roofing is prohibited on any structure. Minimum residential house setbacks shall be 25 feet from road right-of-way or adjoining boundaries.

3. **Business and Industries:** No lot in the subdivision or building or improvement erected thereon shall at any time be used for the purpose of conducting any industry, trade, manufacturing or business of any description, or for hospitals, duplexes, apartment houses or any other multiple dwelling houses.

4. **Vehicle Parking:** Improvements on each residential lot shall provide for off-street parking and no motor vehicles shall be placed or parked so as to impede or obstruct pedestrian or vehicular traffic along any road easement within the Property. No heavy equipment shall be kept on the Property, except during periods of construction activity thereon.

5. **Sign control:** No signs, billboards, posters or other advertising devices of any kind or character may be erected or displayed upon any of the residential lots except for Declarant's subdivision promotion signs. Small real estate signs on lots identifying property for sale are allowed.

6. Fencing: Fences must be well constructed and neat in appearance.
7. Trash and Debris: No uncovered trash, debris, organic or inorganic wastes shall be permitted to accumulate so as to offend the senses on any Lot or in any easement adjacent thereto, but shall be promptly and efficiently disposed of. No dump ground or burial pit shall be used on any part of the Property. All lumber, metals, and bulk materials shall be kept, and stored in out-buildings or shielded from public view. Except building materials during the course of construction, or materials or substance used in reasonable agricultural activities and kept in reasonable and orderly manner.
8. Garbage: All garbage cans used in connection with any dwelling erected upon any lot shall have a cover sufficient to prevent the escape of any odors from such can, and shall be either kept in a garage or kept from view in an appropriate structure.
9. Machinery: No machinery or heavy equipment shall be placed or stored upon any lot except such farm machinery as is used in the maintenance of a private residence is allowed.
10. Junk Vehicles: Only licensed, operating vehicles of any kind will be allowed on the property. At no time shall abandoned equipment, machinery, or junk vehicles of any description be allowed on the property.
11. Sanitary Restrictions: The owner of every lot shall comply with all governing laws and regulations relating to water supply, septic systems and toxic waste disposal.
12. Noxious weeds: All lot owners are responsible to identify and eradicate all noxious weeds found on their property.
13. Maintenance of Lots and Improvements. All lots and all improvements thereon shall be kept and maintained by the owner hereof, in a clean, safe, attractive and sightly condition and in good repair. Only normal family living shall be allowed, and communal living in any form or to any extent is expressly forbidden.
14. Landscaping: All lots which are lived on shall have planted and maintained at least three trees of their choice within the first three years of occupancy.
15. Safety or Security Lighting: No light shall be emitted from any Lot which is unreasonably bright. No dusk to dawn security lights will be allowed.
16. Nuisance: No noxious or offensive activity shall be carried out upon any lot, nor shall anything thereon be done which may be or may become an annoyance or a nuisance to the neighborhood. No sound shall be emitted from any Lot which is unreasonably loud or annoying. No snowmobiles, motor bikes, and other off road vehicles may be used on the property in an annoying manner.
17. Animals and Pets: Dogs and neutered or spayed cats (not exceeding two (2) of each kind of animal), are allowed, however, they shall be maintained by each property owner in a reasonable manner such as not to interfere with the quiet enjoyment of other property owners. Persons owning pets are required to fence them in and to keep them from becoming nuisances to neighbors. Pets shall not be permitted to trespass on any other Owner's lot. All dogs having any blood line of a breed of Pit Bull, Rottweiler, Doberman Pinscher or wolf crosses are not allowed on the property. Sheep, swine, goats, chickens, ducks, geese and rabbits shall be permitted on said lots as long as they are used as 4-H projects

and kept on the property during the spring and summer months only. No commercial breeding, raising, training or boarding of any animals is allowed on any of the lots. Any dog that bites or injures anyone or person shall immediately be permanently removed from the Property. The keeping of pets which endanger or inconvenience the owners of other lots shall be considered a breach of these Covenants. Cattle and horses are allowed on each lot (not to exceed two (2) animals in any combination). However, lot owners are required to irrigate the property sufficiently to keep a green appearance from April through September. At no time shall the property be allowed to be defoliated to the extent that soil is exposed to view.

18. Utility Lines: All utility lines upon any Lot for the transmission of utilities, telephone service, the reception of audio or visual signals or electricity, and all pipes for water, gas, sewer, drainage, or other purposes, shall be installed and maintained below the surface of the ground. Satellite T.V. dishes are acceptable.

19. Driveways: No driveway shall be constructed in such a manner that it allows water to run from the property on to any road surface. Each land owner is responsible for installing suitable culverts at any and all driveway entrances to road easements. Small cattle guards may be installed in driveways to allow water to run from the driveway into the barrow pit along the edge of the road surface. Such cattle guard will also function the same as a culvert.

SECTION III: GENERAL PROVISIONS

1. Lots and Parcels of Property Benefitted: The lots and parcels of property benefitted and subject to this Declaration of Protective Covenants are as described on the plat recorded with the Ravalli County Clerk & Recorder.

2. Enforcement: Any Owner, including Declarants, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by any Owner or Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should any lawsuit or other legal proceedings be instituted by the Declarant or by an owner against any other owner who has alleged to have violated one or more of the provisions of this Declaration, and by wholly or partially successful in such proceeding, the offending owner shall be obligated to pay the costs of such proceedings.

3. Severability: Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions hereof which shall remain in full force and effect.

4. Amendment: These protective covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of any lot subject to this declaration, for a period of ten (10) years from the date these covenants are recorded. These covenants shall be automatically extended for successive ten (10) year increments. These protective covenants may be changed or altered in whole or in part with an instrument signed by the owners of seventy-five percent (75%) of all lots within the subdivision, agreeing to revoke or amend these covenants in whole or in part. Any changes shall be recorded with the Ravalli County Clerk & Recorder's office.

5. Notices: Any notices required to be sent to any person or entity under the provision of the declaration shall be deemed to have been properly given when mailed, postage prepaid to the last known address of the person or entity.

IN WITNESS WHEREOF, this document has been executed the day and year first above written.

Dukelow Ranch Limited Partnership


By: Wayne H. Craw, General Partner

STATE OF MONTANA)
) ss
County of Ravalli)

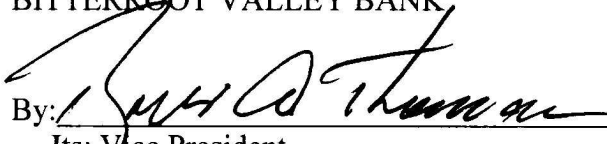
This instrument was acknowledged before me on May 25, 2012 by Wayne H. Craw known or proved to me to be a General Partner of Dukelow Ranch Limited Partnership.

(seal) 



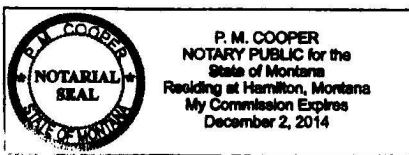
Notary Public

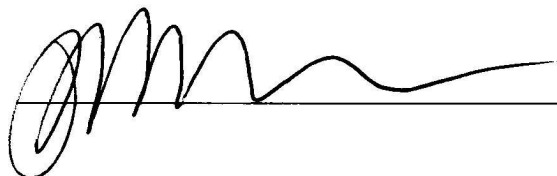
BITTERROOT VALLEY BANK


By: _____
Its: Vice President

STATE OF MONTANA)
) ss
County of Ravalli)

This instrument was acknowledged before me on MAY 25, 2012 by Robert A. Thomas known or proved to me to be the Vice President of Bitterroot Valley Bank.

(Seal) 



Notary Public

26. 24.

CERTIFICATE OF SURVEY

PURPOSE: RELOCATION OF BOUNDARY

OWNERS: DONALD A. DUKELOW, DONALD A. DUKELOW, Jr. & LYNNE T. DUKELOW

HAMILTON HEIGHTS

FOUND 2X
BRASS CAP

008 51409

A PORTION OF THE SE¼,
SECTION 14, T6N, R20W, P.M.,M.,
RAVALLI COUNTY, MONTANA

008 80

009500

00837

008 506064

009
463392

PREPARED BY

Applebury
Survey

DENIS APPLEBURY
PROFESSIONAL LAND SURVEYOR
914 HWY 93 VICTOR, MT. 59875
(406) 961-3267

LEGAL DESCRIPTION

A tract of land located in and being a portion of the SE1/4, Section 14, T6N, R20W, P.M.M., Ravalli County, Montana and being more particularly described as follows;

Commencing at the Northeast corner of the SE1/4 of said Section 14; thence S. 89° 15' 35" W., a distance of 1817.01 feet to a point being on the N.E. 1/4 of the NW 1/4 of the SE1/4 of said Section 14; thence S. 89° 15' 35" W., along said right-of-way line of the BRID Canal, thence S. 27° 13' 35" E., along said right-of-way line, a distance of 561.88 feet to the true point of beginning, said point being on a tangent curve; thence four (4) courses along said right-of-way line, Easterly, along said tangent curve, being concave to the North and having a radius of 320.65 feet, a distance of 590.98 feet to the point of beginning of reverse curve, where said radial bears S. 46° 20' 57" E.; thence Easterly, along said reverse curve, being concave to the South and having a radius of 137.47 feet, a distance of 179.09 feet to a point on a reverse curve from which the radius point bears N. 28° 17' 39" E.; thence Easterly, along said reverse curve, being concave to the North and having a radius of 150.06 feet, a distance of 165.00 feet to a point on a reverse curve from which the radius bears S. 27° 14' 00" E.; thence Easterly, along said reverse curve, being concave to the South and having a radius of 304.23 feet, a distance of 86.08 feet to a point on a non-tangent line; thence S. 00° 17' 37" W., along said non-tangent line, a distance of 910.00 feet to a point on the westerly right-of-way line of the BRID Canal; thence four (4) courses along said right-of-way line, S. 55° 23' 54" W., a distance of 372.28 feet to a point on a tangent curve; thence Southerly, along said tangent curve, being concave to the East and having a radius of 235.45 feet, a distance of 224.42 feet to a point on a compound curve from which the radius point bears S. 89° 12' 49" E.; thence Southerly, along said compound curve, being concave to the East and having a radius of 451.93 feet, a distance of 159.03 feet to a point on a reverse curve from which the radius point bears S. 70° 37' 26" W.; thence Southerly, along said reverse curve, being concave to the West and having a radius of 151.06 feet, a distance of 177.00 feet to a point on a non-tangent line; thence S. 42° 05' 35" W., a distance of 151.06 feet to a point on a distance of 995.12 feet; thence N. 00° 07' 39" W., a distance of 265.51 feet; thence N. 51° 45' 07" W., a distance of 421.42 feet; thence N. 00° 05' 41" W., a distance of 243.32 feet; thence N. 48° 01' 47" E., a distance of 176.25 feet; thence N. 17° 00' 00" E., a distance of 341.12 feet to a non-tangent line; thence N. 17° 00' 00" E., a distance of 17.00 feet to the point of beginning, along said non-tangent curve, being concave to the North and having a radius of 330.00 feet, a distance of 107.51 feet to a point on a radial line; thence N. 01° 40' 00" W., along said radial line, a distance of 330.00 feet; thence S. 47° 13' 43" E., a distance of 347.41 feet; thence N. 48° 01' 47" E., a distance of 248.80 feet to the true point of beginning, containing 1.25 acres, and all according to Certificate of Survey No.

Excepting and reserving any easements shown, also subject to all easements of record and as apparent upon the ground.

OWNERS CERTIFICATE

I hereby certify that at the purpose of this survey is to relocate a common boundary between a single lot within a platted subdivision and adjoining and outside a platted subdivision; therefore, this survey is exempt from review as a subdivision pursuant to 76-3-207 (1) (e) M.C.A. And Parcel C is greater than 20 acres (exclusive of public roadways) and is therefore exempt from sanitation review by the Department of Environmental Quality pursuant to M.C.A. 76-4-102 (16). And Parcel B is exempt from sanitation review by the Department of Environmental Quality pursuant to M.C.A. 76-4-125 (2) (e) (i) as the remainder of an original tract created by a subdivision from 1938 to 1993, and the tract for which the remainder is the remainder is 1 acre or larger and has an individual sewage system that was constructed prior to April 29, 1993, and if required when installed, was approved pursuant to local regulations or M.C.A. Title 76, Chapter 4.

Subscribed and sworn before me this 27th day of July, 1907, personally appeared Donald A. Dukelow known to me to be the person whose name is subscribed to this instrument.

NOTARY PUBLIC FOR THE STATE OF MONTANA
residing at Conville
my commission expires 4/13-2011

x Donald A. Dukelow, Jr. x Lynne T. Dukelow
Donald A. Dukelow, Jr. Lynne T. Dukelow

Subscribed and sworn before me this 21 day of JUN, 2007 personally appeared Donald A. Dukelow Jr. & Lynne T. Dukelow ~~known to me to be the~~ persons whose names are subscribed to this instrument. [Signature]

Gloria Dolezal
NOTARY PUBLIC FOR THE STATE OF CALIFORNIA
residing at 250 Vineyard Ave Oxnard CA 93030
my commission expires March 27 2011



- SET 3" REBAR W/ 1 1/2" PLASTIC CAP
 - FOUND 1 1/2" ALUMINUM CAP
 - FOUND 1 1/2" PLASTIC CAP
- BASIS OF BEARING IS
ASTRONOMIC NORTH AS
DETERMINED BY GPS

BASIS OF BEARING IS
ASTRONOMIC NORTH AS
DETERMINED BY GPS

1/4	SEC	T	R	CERTIFICATE OF SURVEY NO: _____ RAVALLI COUNTY, MONTANA
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RAVALLI COUNTY, MONTANA
SHEET 1 OF 1

CERTIFICATE OF SERVICE

I hereby certify that this is a true and accurate description of a survey made by me or under my supervision during the month of June, 2007.


 Date 31 August
 Denis Applebury, Notary Public and Surveyor, Montana Registration No. 3701S

GLORIA RODRIGUEZ
Commission # 1734613
Notary Public - California
Ventura County
My Comm. Expires Mar 27, 2011

STATE OF MONTANA RAVALLI COUNTY
RECORDED: 08/03/2007 8:42 CERT/SRVY
REGINA PLETTENBERG CLERK AND RECO

592705-R

7 8:42 CERT/SRVY
CLERK AND RECORDER BY: *Tena L. Miller* FEE: \$6.00

PA 592706

Customer Agreement for Non-Insured Products and Services

Customer understands that many of the Products and Services available from Fidelity National Financial, Inc., its subsidiaries, affiliates, partners, licensors and/or authorized agents (collectively referred to herein as "the Company") through a Customer Service representative or other Company employee, the Global Premier Services ("GPS") website or any derivative website or mobile app, are not insured and do not provide the benefit or protection afforded by a policy of title insurance. If Customer desires such protection, a policy of title insurance, binder, commitment or guarantee should be requested from the Company.

Non-insured products that may be available via the GPS site or app include, but are not limited to: Property Profiles, eFarms, Lead Locators, AVMs, Foreclosure Reports, Subject Property Reports, Property Valuation Reports, Premium Leads and Owners and Encumbrance Reports.

**BY THE EXECUTION AND SUBMISSION OF THIS CUSTOMER AGREEMENT,
CUSTOMER ACKNOWLEDGES AND AGREES:**

- a. That the Company's sole obligation under a non-insured report and this Customer Agreement shall be to set forth information such as the ownership of and liens and encumbrances against the land as requested and in doing so, the Company is not acting as an abstractor of title.
- b. That the Company shall not be obligated under a non-insured report to pay costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Customer.
- c. That a non-insured report is not an abstract of title, title opinion, preliminary report or commitment to issue title insurance.
- d. That the Company's liability under a non-insured report for an error or omission is, as stated below, limited and that if Customer desires that the Company assume additional liability, a policy of title insurance, binder, commitment, or guarantee should be requested from the Company.
- e. That any dissemination of non-insured reports to third parties is subject to all terms, conditions and limitations of this Customer Agreement and Customer agrees to make third parties aware of these limitations of liability.
- f. That the GPS website and mobile app may contain additional Terms and Conditions governing access to and use of the sites themselves. Nothing contained herein should be deemed to alter, amend or conflict with those Terms and Conditions.
- g. That the report is not valid and the Company shall have no liability thereunder unless the Limitations of Liability as stated below are attached thereto.

LIMITATIONS OF LIABILITY

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS, OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.