



# Fidelity National Title Insurance Company

Commitment No. CFT150336

## COMMITMENT FOR TITLE INSURANCE

Issued by  
**Fidelity National Title Insurance Company**

*Fidelity National Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Fidelity National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

**Fidelity National Title Insurance Company**



by:

ATTEST

President

Secretary

2628MT CFT150336  
Lake County Land Company  
1037 W Main St, Ste 103  
Thompson Falls, MT 59873  
Tel: (406) 827-4381  
Fax: (406) 827-1013

Countersigned: Julie Watts  
Authorized Signatory



Clark Fork Title

Our File No.: CFT150336

SCHEDULE A

1. Effective Date: **June 25, 2015 at 05:00 PM**
2. Policy or Policies to be issued:
  - (a)   X   Owner's Policy - ( ALTA Own. Policy (06/17/06) ) **\$ 12,000.00**  
Proposed Insured: CLEARWATER MONTANA PROPERTIES. Premium: \$150.00
  - (b) \_\_\_\_\_ Loan Policy - ( ALTA Loan Policy (06/17/06) )  
Proposed Insured:
3. The estate or interest in the land which is covered by this Commitment is:  
**FEE SIMPLE.**
4. Title to the estate or interest in the land is at the effective date hereof vested in:  
**TODD C. TORNAY and PAMELA L. TORNAY, as joint tenants.**
5. The land referred to in this Commitment is described as follows:  
**The S½NE¼SE¼ and SE¼SE¼ of Section 31, Township 27 North, Range 34 West, P.M.M., Sanders County, Montana.**

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*



**Clark Fork Title**

*Commitment for Title Insurance*

ALTA 6-17-06

Fidelity National Title Insurance

Our File No.:  
CFT150336

SCHEDULE B • Section I

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company.

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
- (1) Rights or claims of parties in possession not shown by the Public Records.\*
  - (2) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.\*
  - (3) Easements, or claims of easements, not shown by the Public Records.\*
  - (4) Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.\*
  - (5) (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) any right, title or interest in any sand, gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.\*
  - (6) Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.\*
  - (7) County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Sanders, to use and occupy those certain roads and trails.\*

\*Paragraphs 1, 2, 3, 4, 5 and 6 will not appear as printed exceptions on extended coverage policies, except as to such parts thereon which may be typed as a Special Exception in Schedule B • Section II.

C. Special Exceptions:

(See Schedule B • Section II beginning on the next page)

Clark Fork Title

Commitment Number: CFT150336

**SCHEDULE B - SECTION I  
REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

Clark Fork Title

Commitment Number: CFT150336

**SCHEDULE B - SECTION II  
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. General County taxes for the year 2015 are a lien not yet due.
2. Mineral rights, claims or title to minerals in or under said land, including but not limited to metals, oil, gas, coal, or other hydrocarbons, sand, gravel or stone, and easement or other rights or matter relating thereto, whether expressed or implied, recorded or unrecorded.
3. Any portion within the rights of way of Public or County Roads.
4. Certificate of Survey No. 1775, filed in the office of the Sanders County Clerk and Recorder, and any matters disclosed thereby.
5. Record of Survey No 65, filed for record September 19, 2006, at Reception No. 267584, and Record of Survey No 63, filed for record September 1, 2006, at Reception No. 267343, Sanders County records.
6. Easement for county road, purposes and rights incidental thereto, granted to County of Sanders, by instrument dated November 20, 1919, recorded February 17, 1995 at Micro No. 13150, Reception No. 216629, Sanders County records. Also filed as County Road Easement No. 271, Sanders County records.
7. Right-of-Way Easement for powerline, purposes and rights incidental thereto, granted to Northern Lights, Inc., by instrument dated August 2, 1971, recorded September 1, 1971 at Volume 87 of Deeds, Page 387, Sanders County records.
8. Right-of-Way Easement for powerline, purposes and rights incidental thereto, granted to Northern Lights, Inc., by instrument dated July 27, 2002, recorded October 28, 2002 at Micro No. 39119, Reception No. 248338, Sanders County records.
9. Road Maintenance Declaration, recorded June 21, 2005 at Micro No. 50425, Reception No. 261361, Sanders County records.
10. NOTE: Lands herein described are in excess of 40 acres.
11. NOTE: For tax information, please see the copy of the 2014 Tax Statement No. 8149 attached.
12. This commitment does not include a search for U.C.C.'s, personal property taxes, and/or Bankruptcy, and liability therefore is expressly excluded herein.

NOTE "A": The land described in this Commitment may be serviced by services provided by cities, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges are in evidence in the public records. The applicant should directly contact all entities providing such services and make the necessary arrangements to insure payments for such services and continuation of services to the land.

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(CFT150336.PFD/CFT150336/2)



ROAD MAINTENANCE DECLARATION

MICHAEL D. HAMBY and KIMBERLY R. HAMBY, residing at 74 Four Corners Road South, Heron, MT 59844, hereinafter referred to as "the Hamby's", make the following declaration regarding the property identified as follows:

A parcel of land in the W1/4SE1/4SE1/4 of Section 31, Township 27 North, Range 34 West, PMM, Sanders County, Montana, described as follows:

The true point of beginning being the E 1/16 corner; thence N 0°29'18" W for 1316.23 feet to the SE 1/16 corner; thence N 89°48'10" E for 664.11 feet to the C-E-SE 1/64 corner; thence S 0°27'41" E for 1317.93 feet to the E-E 1/64 corner; thence S 89°57' W for 663.50 feet to the E 1/16 corner, the true point of beginning, the area being 20.7 acres, subject to an in favor of all restrictions, reservations and easement, apparent or of record.

The Hamby's declare as follows:

- 1. Access to the above-described property is by way of a private road known as "Four Corners Road," which is maintained by the property owners using the road.
2. The Hamby's agree to maintain said "Four Corners Road" from Clark Fork Back Road to their residence in proportion to their use.
3. It is understood that maintenance shall include all work necessary to insure year round access.

The terms and provisions of this declaration shall inure to the benefit of and be binding upon the heirs, devisees, personal representatives, successors and assigns of the parties hereto.

DATED this 17 day of June 2005.

Signature of Michael D. Hamby
MICHAEL D. HAMBY

Signature of Kimberly R. Hamby
KIMBERLY R. HAMBY

STATE OF MONTANA )
: ss.
County of Sanders )

This instrument was acknowledged before me this 17 day of June 2005, by MICHAEL D. HAMBY and KIMBERLY R. HAMBY.



Signature of Barb Damasius
Notary Public for the State of Montana
Printed Name: Barb Damasius
Residing at: Thomp. Falls
My Commission expires: 3-1-2008

The application for the permit has been reviewed with the following result:

Owner information:

Gail Peterson  
Name

5-11-98  
Date submitted

74 Four Corners Rd  
Mailing address

Hermon, ME 59844  
City

Permit results:

Permit denied. Reason: \_\_\_\_\_

Permit denied as information submitted incomplete.

Information needed: \_\_\_\_\_

Permit approved with the following specifications:

> 750 gal size of tank

165 lf. lineal feet of drainfield

( 130 ft<sup>2</sup> square feet of drainfield)

\_\_\_\_\_ any special design for the system. List design

specifications: Standard subsurface drainfield

J \_\_\_\_\_ Signature of Sanitarian

5-12-98 Date

98-043 Permit number

5-12-99 Expiration date of permit



Form # 03-052  
 Michael Hamby

APPROVED  
 9/12/02  
 DATE INITIAL  
 SR

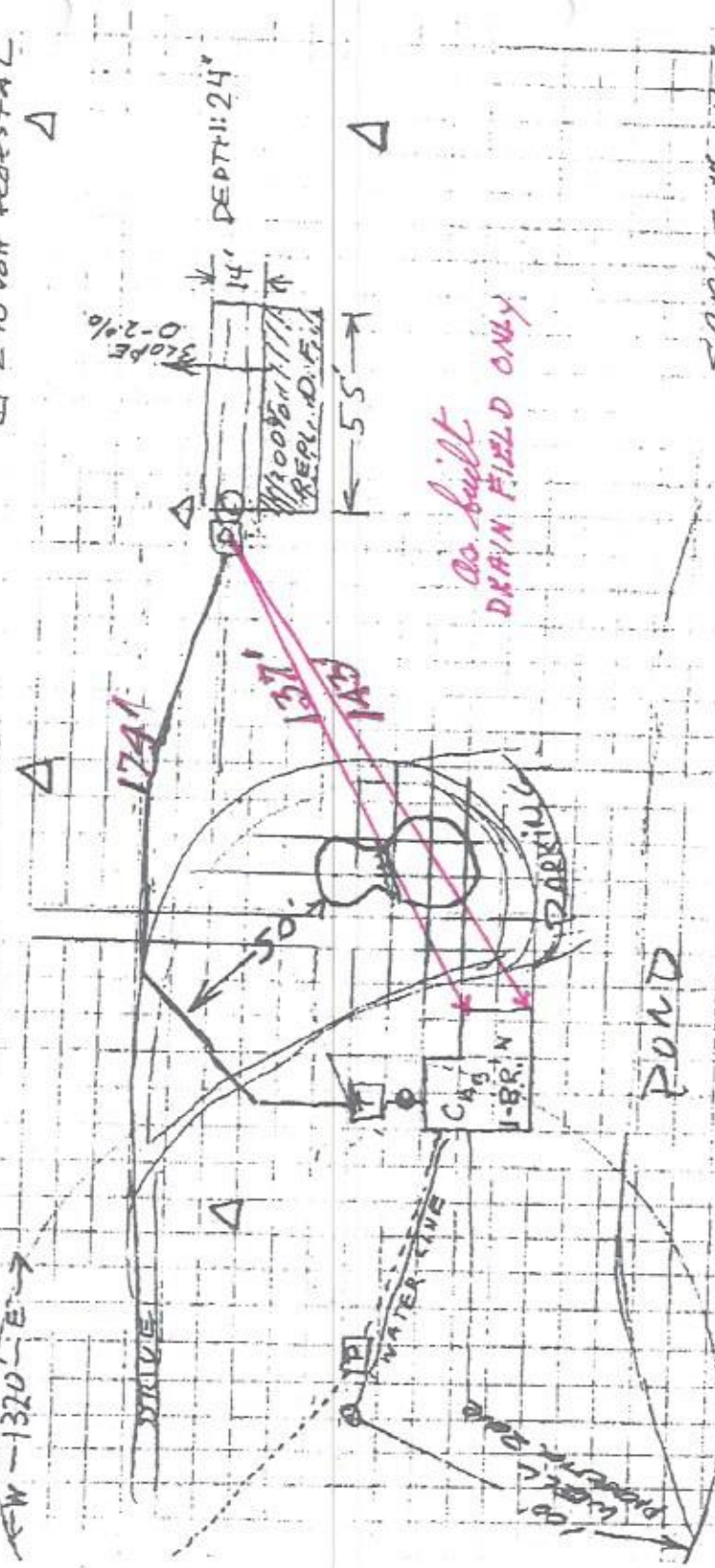
- LEGEND
- △ SOIL PROFILE
  - PERL SITE
  - SEPTIC TANK (IN PLACE)
  - DIST. BOX
  - ⊗ CLEAN OUT
  - ⊞ 240 VOLT PEDESTAL

POND

60' Acre parcel

N 1980

FW-1320-E

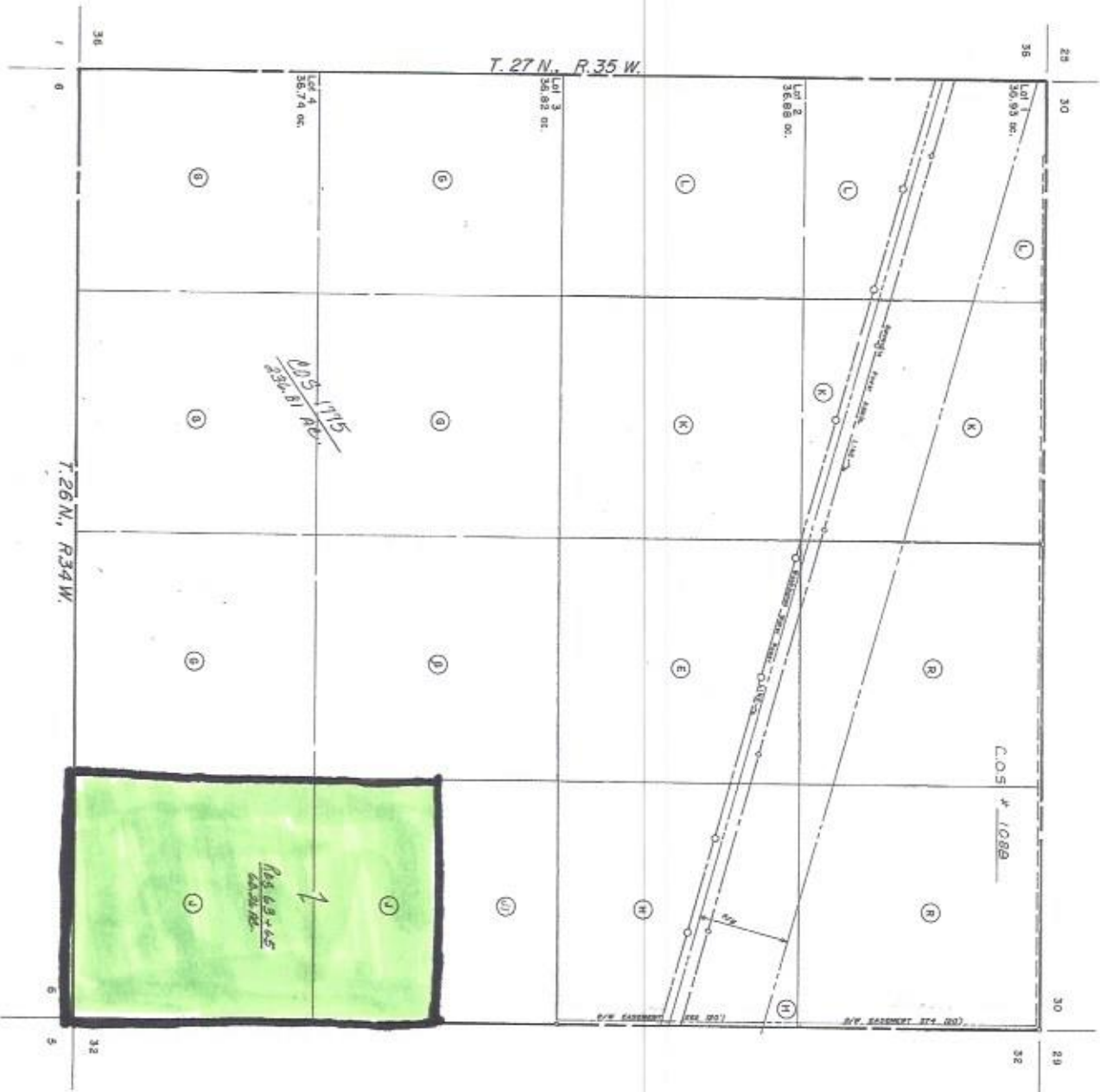


SCALE 1" = 40'

S.H. BABB  
 SE NX.20

SANDERS COUNTY TRACT BOOK

SECTION 31 TOWNSHIP 27 N., RANGE 34 W., P.M.M.





9/21/98  
JR

AS-BUILT SKETCH  
AND  
STATEMENT OF ACCURACY OF INSTALLATION

Land owner's name Gail Peterson

Permit number 98-043

I, Ed Johnson, as the licensed installer for the following system have either  
(Printed Name of Installer)  
constructed or altered the septic system or supervised and/or approved the construction of the  
septic system of the above noted parcel.

I do hereby declare that the specifications of the approved permit issued have been followed.  
Accompanying this statement is a copy of the lot layout to file in the Courthouse Environmental  
Health office. This statement and the "as-built" sketch on the back of this page or attached to this  
page shall be submitted to the Environmental Health office within ten (10) days of completion of  
the system.

Installer's Signature Ed Johnson

Installer's License Number L1-NX04

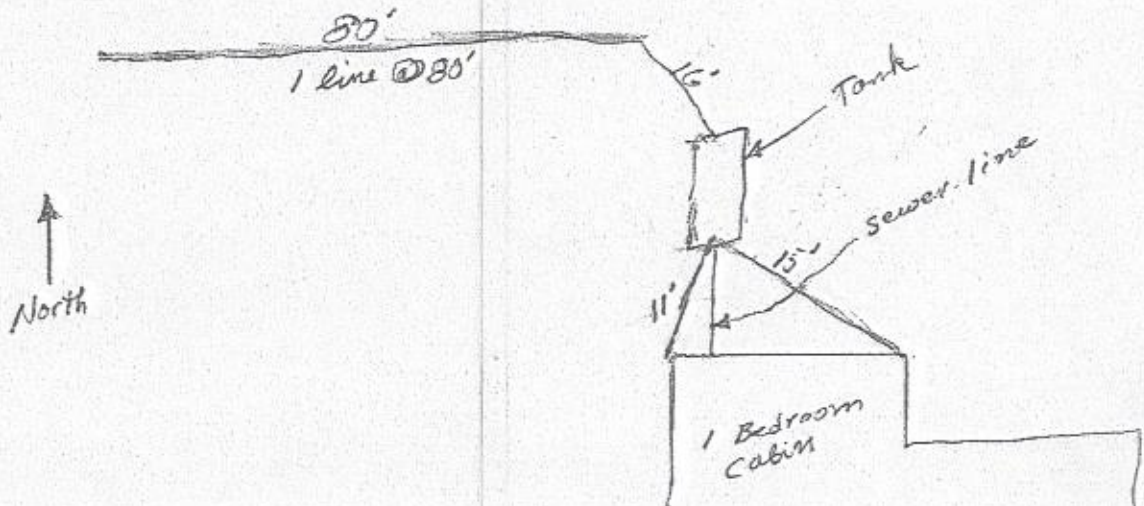
Completion Date of System 9-2-98

\*\*\*\*\*

Checklist of as-built:

- North arrow
- triangular measurements from house to tank
- measurement of pipe from tank to D-box or manifold
- length of drainfield laterals
- number of drainfield laterals

file reg/as-builts form





AS-BUILT SKETCH  
AND  
STATEMENT OF ACCURACY OF INSTALLATION

OCT 4 2002

Land owner's name Michael & Kimberly Hanby

Permit number 03-052

I, Joni Holt, as the licensed installer for the  
(Printed Name of Installer)  
following system have constructed or altered the septic system of  
the above noted parcel.

I do hereby declare that the EXACT specifications of the approved  
permit issued have been followed. Accompanying this statement is  
a copy of the lot layout to file in the Courthouse Environmental  
Health office. This statement and the "as-built" sketch on the  
back of this page or attached to this page shall be submitted to  
the Environmental Health office within ten (10) days of  
completion of the system.

Installer's Signature Joni Holt

Installer's License Number LI NX02

Completion Date of System 9-28-02

\*\*\*\*\*

Checklist of as-built sketch:

- North arrow
- triangular measurements from two corners of house to tank access
- measurement of pipe from tank to D-box or manifold
- all parcel boundaries
- distance between the system and at least two parcel boundaries

Additional information needed (fill this out):

- 55' length of drainfield laterals
- 2 number of drainfield laterals
- 1000 volume of septic tank

file reg/as-builts form

PERMIT APPROVAL SPECIFICATIONS

Owner information:

Michael & Kimberly Hamby  
Name

31 27 34  
S T R

4025 Runnymede Dr.  
Mailing address

September 12, 2002  
Date submitted

Lilburn, GA  
City

9-12-02  
Date Approved

03-052  
Permit Number

9-12-03  
Expiration Date

Permit specifications:

This permit is approved with the following specifications:

1000 size of tank (Tank must be replaced if it is not  
1000 gallons and constructed of concrete)

110 lineal feet of drainfield

( 220 square feet of drainfield)

           any special design for the system. List design

specifications: A 1000-gallon concrete septic and 2-2' x 55'

laterals located as per the approved <sup>lot layout,</sup> ~~drawings~~

           Initials of Sanitarian