DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT (this "Easement") is made as of this 13th day of <u>December</u>, 1923, by Mary E. Phillips of Condon, Montana, (hereinafter together with their heirs, personal representatives, successors, and assigns collectively referred to as "Grantor"), and THE MONTANA LAND RELIANCE, a non-profit Montana corporation with a principal office at 107 West Lawrence, Helena, Montana 59601 (hereinafter referred to as "Grantee");

Witneseth:

WHEREAS, Grantor is the owner of certain real property in Missoula County, Montana, said real property being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (hereinafter described and hereinafter referred to as the "Premises"); and,

WHEREAS, portions of the Premises have significant ecological, scenic and aesthetic, and open space values as recognized in the Montana Open Space Land and Voluntary Conservation Easement Act, Montana Code Annotated (MCA) Sec. 76-6-101, et seq.; and,

WHEREAS, the Premises constitute a valuable element of the natural habitat of the Swan Valley and its scenic and aesthetic, open space, and ecological values including flora, fauna, soils, water resources, habitat for diverse species of wildlife such as elk, deer, trout and wildfowl, which are of great importance to Grantor and to the people of the State of Montana, and are worthy of preservation; and,

WHEREAS, Grantor desires and intends that the natural elements and the ecological, scenic and aesthetic, and open space values of the Premises be preserved and maintained by the continuation of land uses on the Premises that will not interfere with or substantially disrupt the natural elements or the workings of the ecosystem (including recreational uses, and single family residential uses consistent with the terms hereof). In regard to land uses on the Premises, the Grantor shall follow all applicable state and federal regulations including, but not limited to, those governing the following: endangered and threatened species and their habitat, hunting and fishing, water resource use and development, pesticide use, predator and pest control, and noxious weed control; and,

WHEREAS, Grantor, as owner in fee of the Premises, owns the rights to identify, to preserve and protect in perpetuity the natural resources of the Premises; and,

WHEREAS, Grantor desires and intends to transfer certain of such rights to Grantee, provided that Grantor's right to use the Premises for recreational uses, and single family residential uses, is also protected and preserved in the manner more particularly set forth in this Deed of Conservation Easement; and,

WHEREAS, Grantee is organized to preserve and conserve natural areas and ecologically significant land for aesthetic, scientific, charitable and educational purposes; and,

WHEREAS, the State of Montana has recognized the importance of private efforts toward preservation of natural systems in the state by the enactment of MCA Sec. 76-6-201, et seq.; and,

WHEREAS, Grantee is a qualified private organization under the terms of MCA Sec. 76-6-104(5) and Sec. 76-6-204, and is an organization described in Section 170(h)(3) of the Internal Revenue Code qualified to receive and hold conservation easements;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and, further, pursuant to MCA Sec. 76-6-201, et seq., Grantor, does hereby convey to Grantee, this Easement consisting of the rights hereinafter enumerated, on, over and across the Premises.

SECTION I Rights Conveyed

The rights conveyed by this Easement are the following:

- A. <u>Identification and protection</u>. To identify, to preserve and protect in perpetuity and to enhance by mutual agreement, the natural habitat, open space, scenic and aesthetic, and the ecological values of the Premises, subject, however, to Grantor's reserved rights as herein provided.
- B. <u>Access</u>. To enter upon the Premises to inspect the same and to enforce the rights herein granted, and to observe, study and make scientific observations of the ecosystem, upon prior notice to Grantor, and in a manner that will not unreasonably interfere with the use of the Premises by Grantor, or other rights such as those held by the owners of mineral estates upon or under the Premises, if any. Aside from the rights of access granted in the preceding sentence of this paragraph B, this Easement does not grant to Grantee, nor to the public, any rights to enter upon the Premises.

C. <u>Injunction and restoration</u>. To enjoin any activity on, or use of, the Premises which is inconsistent with this Easement and to enforce the reasonable restoration of such areas or features of the Premises as may be damaged by such activities.

SECTION II General Effect of Easement

- A. <u>Perpetual restrictions</u>. This Easement shall run with and burden title to the Premises in perpetuity, and shall bind the Grantor and all future owners and tenants; provided, however, that Grantee may not assign its interest in this Easement except as provided in Section IX hereof.
- B. <u>Dedication of premises</u>. Pursuant to the terms of MCA Sec. 76-6-107, the Premises preserved hereby are declared to be open space and natural land, and may not be converted or directed to any uses other than those provided herein.

SECTION III Permitted Uses and Practices

This Easement shall confine the use of the Premises to activities such as recreational uses and single family residential uses consistent with the terms hereof, ecological study and personal residences for the owner of the Premises.

The following uses and practices, though not an exhaustive recital of consistent uses and practices, are hereby deemed to be consistent with this Easement:

- A. <u>Livestock</u>. A maximum of two (2) horses, mules or llamas may be raised and stabled in the corrals on the Premises. These animals must be kept in the corrals and cannot use the Premises for open grazing. Stock water shall be provided in the corrals. The Grantor retains the right to use these animals for recreational purposes on the Premises.
- B. <u>Water resources</u>. To develop and maintain those water resources on the Premises necessary for wildlife, domestic needs and private recreation, pursuant to the terms hereof, and pursuant to Section V, paragraph E. Permitted uses include, but are not limited to the following: the right to restore and enhance water resources and construct ponds for fisheries and wildlife improvement in accordance with Montana state law; the right to maintain, repair, reconstruct, or relocate the existing residential water facility on the Premises; and the right to build stock watering facilities.
- C. <u>Maintenance and structures</u>. To maintain, repair and make reasonable additions to the existing residence, structures

and other improvements on the Premises, including: shed, shop, garage, corral, fences, road, and ditches. In the event of removal or destruction of any or all of said structures, to replace them with similar structures of the same approximate size in the same general locations utilizing low contrast, natural building materials to the maximum extent practicable, which are harmonious with the surrounding countryside. The Grantor shall be allowed to construct a greenhouse and gazebo, which shall not be used as a residence, near the existing single family residence.

D. New residence. Grantor shall have the right to construct, maintain, and repair one (1) additional single family residence, associated garage, and woodshed/shop. The residence and associated structures shall be located within the developed area adjacent to the existing residence, and the new residence shall use the existing roadway (driveway) for access. The additional residence and associated structures will utilize low contrast, natural building materials to the maximum extent practicable, which are harmonious with the surrounding countryside. In the event of damage or destruction of the residence described in this paragraph D, Grantor may repair or replace the same with a similar structure in the same general location.

With the approval of Grantee, Grantor may select another residence location other than the one stipulated herein. The alternative building site will be consistent with the general and specific intentions of Grantor as expressed in this Easement. No trailers, mobile homes or other moveable living conveniences (including those placed on permanent foundations) shall be lived in upon the Premises. Nothing herein is intended to prohibit the use by an individual or their guests from parking or using a recreational vehicle on the Premises on a temporary basis.

- E. Agrichemicals. To use agrichemicals, including, but not limited to, fertilizers, pesticides, herbicides, insecticides, and rodenticides, but only in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable agricultural, ranching and residential objectives. The use of such agents shall be conducted in such a manner as to minimize any adverse effect upon the natural values of the Premises and to avoid any impairment of the natural ecosystem and its processes.
- F. <u>Timber</u>. The harvesting of dead or diseased trees for non-commercial use, or trees that present a hazard to persons or property, or the cutting of firewood, posts and poles for non-commercial use.

Except as provided herein, permissible forestry practices shall not include the taking of any trees within one hundred fifty (150) feet on either side of the centerline of any stream or creek, unless it can be demonstrated to Grantee's satisfaction that so doing will not impact the integrity of the water shed, water quality and quantity, wildlife habitat or natural scenic and aesthetic qualities.

In connection with the upkeep, maintenance and repair of structures and residences or the maintenance of the view from the residences, the Grantor reserves the right to clear brush, and prune, trim and remove trees, or to plant trees, shrubs, flowers and other native or non-native species for landscaping or gardening purposes.

- G. <u>Transfer of land</u>. The sale, exchange, devise or gift of the Premises shall be as one (1) parcel only. Grantee shall be furnished with a copy of any document or conveyance effecting a transfer of the Premises within thirty (30) days of the execution of the same.
- H. <u>Riparian zone</u>. The area bordering the South and North Forks of Rumble Creek is to remain in a relatively natural undisturbed state. Any agricultural or livestock use and timber harvesting are restricted from this area. The purposes of the riparian zone are: to promote plant and animal production and diversity; to improve stream bank stability; to reduce erosion and runoff; to improve water quality; and consequently, to enhance fish and water fowl habitat.
- I. <u>Residual rights</u>. Except as expressly limited herein, to use the Premises for any purpose not inconsistent with this Easement.

SECTION IV Prior Notice by Grantor and Approval of Grantee

Grantor agrees to notify Grantee, in writing, before exercising any reserved right the exercise of which may have an adverse impact on the conservation interests associated with the Premises. Further, any act, enterprise, or activity proposed to be done or undertaken by Grantor which requires the prior approval of Grantee pursuant to an express provision within this Easement shall be commenced only after satisfaction of the notice and approval conditions of this Section IV.

A. <u>Grantor's written notice</u>. Prior to the commencement of any activity, use, or enterprise requiring Grantee's approval, Grantor shall send Grantee written notice of the intention to commence or undertake such activity, use or enterprise. Said notice shall inform Grantee of all aspects of such proposed

activity, including, but not limited to, the nature, siting, size, capacity and number of similar and dissimilar structures, improvements, facilities or uses.

- B. <u>Grantee's address</u>. Said notice shall be sent by registered or certified mail, return receipt requested, and shall be addressed to Grantee at P. O. Box 355, Helena, Montana 59624, or to such other address as Grantor from time to time may be informed of in writing by Grantee.
- days from the mailing of such notice, as indicated by the registered or certified return receipt, to review the proposed activity, use or enterprise and to notify Grantor of any objection thereto. Such objection, if any, shall be based upon Grantee's opinion that the proposed activity is inconsistent with this Easement. If, in Grantee's judgment, conformity with the purposes of this Easement is possible, said notice shall inform Grantor of the manner in which the proposed activity can be modified to be consistent with this Easement. Except as provided in paragraph E of this Section IV, only upon Grantee's express written approval may the proposed activity, use, or enterprise be commenced and/or conducted, and only in the manner explicitly represented by Grantor and approved by Grantee.
- D. <u>Grantor's address</u>. Grantee's response to Grantor's notice shall be sent by registered or certified mail, return receipt requested, to Grantor at <u>Star Route 2535, Condon, Montana, 59826</u>, or to such other address as Grantee from time to time may be informed of in writing by Grantor.
- E. <u>Grantee's failure to respond</u>. Should Grantee fail to post its response to Grantor's notice within thirty (30) days of the posting of said notice, the proposed activity shall automatically be deemed consistent with the terms of this Easement, Grantee having no further right to object to the activity identified by such notice.
- F. Acts of God. Grantor shall be under no liability or obligation for any failure in the giving of notice as required above with regard to any activity undertaken by Grantor which is necessitated on account of fire, flood, or other act of God, or any other cause beyond the control of Grantor similar to those occurrences specified.

SECTION V Inconsistent Uses

Grantor states and agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses

and practices, are hereby deemed to be inconsistent with the purposes of this Easement, and shall be prohibited:

- A. Subdivision. The division, subdivision or de facto subdivision of the Premises.
- B. <u>Mineral activities</u>. The exploration for or extraction of oil, gas or minerals.

His street in account of a first 12.

- c. <u>Commercial facilities</u>. The establishment of any commercial or industrial facilities including, but not limited to, guest ranching, any restaurant, night club, campground, trailer park, motel, hotel, commercial swimming pool, gas station, retail outlet or facility for the manufacture or distribution of any product.
- D. <u>Dumping</u>. The dumping or other disposal of non-compostable refuse on the Premises.
- E. <u>Watercourses and wetlands</u>. The change, disturbance, alteration or impairment of any watercourse or wetland within and upon the Premises. Water resources on the Premises may be developed in accordance with Section III, paragraph B, provided these activities are done in a manner consistent with the maintenance of watercourses and wetlands, and other terms hereof. With prior approval of Grantee, bank stabilization measures, such as stone rip rap or other suitable revetment, shall be permitted.
- F. <u>Construction</u>. The construction of any structures except as otherwise provided in Section III, paragraphs C or D.
 - G. Roads. The construction of new roads.
- H. <u>Commercial feed lot</u>. The establishment or maintenance of any commercial feed lot, defined for purposes of this Easement as a facility used for the purpose of the reception, confinement and feeding of livestock for hire.
- I. <u>Utilities</u>. The installation of utility structures, lines, conduits, cables, wires or pipelines upon, over, under, within or beneath the Premises, except in connection with the construction of permitted residences and associated structures as provided in Section III hereof. The Grantor shall bury, if possible, all utility systems or extensions of existing utility systems constructed after the effective date of this Easement.
- J. <u>Billboards</u>. The construction, maintenance, or erection of any billboards on the Premises. Roadside signs are permitted only for the purposes of posting the name of the property, advertising any business occurring on the Premises, for

control of public access or notification, or advertising the property for sale.

- K. <u>Domestic animals/wildlife conflict</u>. The raising of pigs, sheep, goats, chickens, beehives, or other animal production activities; the storage, placement or disposal of animal or human food in a manner that is accessible or attractive to bears or other wildlife.
- L. <u>Species of special concern</u>. The management of the Premises in such a manner as to adversely impact or disturb any occurrence of threatened, endangered or sensitive species and their habitat. The protection and habitat management of any species of special concern occurring on the Premises shall conform to state and federal regulations and guidelines, and should be coordinated with appropriate agencies.
- ${\tt M.}$ $\underline{{\tt Hunting}}.$ The use of firearms or fireworks and hunting on the Premises shall be expressly prohibited.
- N. <u>Motorized vehicles</u>. The use of snowmobiles, allterrain vehicles, motorcycles, or other motorized vehicle for recreational purposes on or off roads or travelways.
- O. <u>Commercial timber harvest</u>. Any commercial timber harvest or thinning, including that for the abatement of disease or infestation.
- P. <u>Farming, ranching, agriculture</u>. Use of the Premises for farming, ranching or other agricultural activities except as provided for in Section III, paragraph A.

SECTION VI Breach and Restoration

In the event a violation of any restriction contained within this Easement, whether by Grantor or a third party, comes to the attention of Grantee, Grantee shall notify Grantor in writing of such violation. Grantor shall have thirty (30) days after receipt of such notice to undertake actions, including restoration of the Premises, that are reasonably calculated to swiftly correct the conditions caused by such violation. If Grantor fails to take such corrective action, Grantee may at its discretion undertake such actions, including appropriate legal proceedings, as are reasonably necessary to effect such corrections, and the cost of such corrections, including Grantee's expenses, court costs, and legal fees, shall be paid by Grantor, provided Grantor is determined to be responsible for the violation.

Grantor and Grantee further intend that should Grantor undertake or cause to be undertaken any activity requiring approval of Grantee without, or in advance of, securing such approval, or undertake or cause to be undertaken any activity in violation of the terms of this Easement, Grantee shall have the right to force the restoration of that portion of the Premises affected by such activity to a condition similar or equivalent to the condition that existed prior to the undertaking of such unauthorized activity, by restoring soils, replanting suitable native vegetation, or taking such other action as Grantee deems necessary to achieve restoration. In such case, the costs of such restoration and Grantee's costs of suit, including attorneys's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered, or in the event that Grantee secures redress without a completed judicial proceeding, by Grantor or those of its successors or assigns who are otherwise determined to be responsible for the unauthorized activity. Nothing herein contained shall be construed to preclude Grantor from exhausting its legal remedies in determining whether the proposed activity to which Grantee has objected is inconsistent with this Easement. The parties hereto covenant and agree that the obligation to restore the Premises to its prior condition, as provided in this Section VI, may be enforced only against that party or parties who shall have caused such damage, including, but not limited to, Grantor, their heirs, personal representatives, successors or assigns.

SECTION VII Real Estate Taxes

Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Premises, except any tax or assessment on this Easement herein granted.

SECTION VIII Indemnity

Grantor agrees to bear all costs of operation, upkeep and maintenance of the Premises, including the control of noxious weeds in accordance with Montana state law, and does hereby indemnify Grantee against obligations arising from such operation, upkeep, and maintenance activities. Grantor does also hereby indemnify Grantee against obligations arising from past, present or future dumping of hazardous materials on the Premises, and any obligations associated with their cleanup or containment of their impacts.

SECTION IX Assignment of Easement

The benefits of this Easement shall be assignable, but Grantee may not transfer or assign the interest in the Premises created by this Easement except to a "qualified organization" (within the meaning of Section 170(h)(3) of the Internal Revenue Code) which is organized or operated primarily or substantially for one or more of the conservation purposes specified in Section 170(h)(4)(a) of said Code. Any such "qualified organization" shall agree to enforce the conservation purposes protected hereby. Grantee agrees that it will make a reasonable effort in the event of any assignment to choose an assignee which is a qualified organization other than a governmental unit referred to in Section 170(c)(1) of the Code, which has conservation of natural resources as a substantial organizational purpose; and provided further, that Grantee represents to Grantor that its present intention is to assign its interest in this Easement only in connection with a dissolution of Grantee.

SECTION X Baseline Data

Grantor has made available to a representative of the Grantee prior to the donation of this Conservation Easement, documentation sufficient to establish the condition of the natural resources and conservation interests associated with the Premises subject to this Easement. The parties acknowledge that this documentation is an accurate representation of the Premises as of the date of the creation of this Easement. Grantee acknowledges that a baseline inventory report shall be completed from the available documentation by a competent naturalist familiar with the Premises. This baseline inventory report shall be on file with the Grantee and by this reference made a part hereof.

SECTION XI Subsequent Sale, Exchange or Involuntary Conversion

Grantor and Grantee agree that the donation of this Easement gives rise to a property right, immediately vested in Grantee, which, for purposes of this Section XI, shall be deemed to have a fair market value at least equal to the proportionate value that this Easement bears to the entire value of the Premises as a whole at the time of its creation. That proportionate value of Grantee's property rights shall remain constant. Should a change in conditions give rise to the extinguishment of this Easement (as provided in Treasury Regulation Section 1.170A-14(g)(6)(i)), Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds at least equal to such

proportionate value of this Easement as established at the time of its creation, unless under the laws of Montana Grantor shall be entitled to the full proceeds from the sale, exchange, or conversion without regard to the terms of this Easement.

Whenever all or part of the Premises is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor and Grantee shall join in appropriate actions to recover the full value of the property taken and all incidental or direct damages resulting from such taking. All expenses incurred by Grantor or Grantee in any such action shall be first reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their interests in the Premises, as provided in the first paragraph of this Section XI.

SECTION XII Miscellaneous Provisions

- A. <u>Partial invalidity</u>. If any provision of this Deed of Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.
- B. <u>Enforcement</u>. Grantor intends that enforcement of the terms and provisions of this Easement shall be at the discretion of Grantee, and that any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of any subsequent breach.
- C. "Grantor" and "Grantee". The terms "Grantor" and "Grantee", as used herein, and any pronouns used in place thereof, shall mean and include the above-named Grantors and their heirs, personal representatives, executors, successors in interest and assigns, and Montana Land Reliance and its successors and assigns, respectively.
- D. $\underline{\text{Titles}}$. Section and paragraph titles and subtitles are for convenience only and shall not be deemed to have legal effect.
- E. <u>Subsequent deeds</u>. Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which they convey any interest in the Premises (including any leasehold interest). Grantor further

agrees that a copy of this Easement will be attached to any deed by which Grantor conveys title to all or part of the subject

F. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws, including Section 76-6-101, et seq., M.C.A, and the Internal Revenue Code. Any amendment must be consistent with the conservation purposes of this Easement, and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the official records of Missoula County, Montana.

G. <u>Governing law</u>. In the event any dispute arises over the interpretation or enforcement of the terms and conditions of this Easement, the laws of the State of Montana shall govern resolution of such dispute.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands this $\underline{5}$ day of $\underline{October}$, 19 $\underline{93}$.

GRANTOR:

Mary E Phillips

GRANTEE:

THE MONTANA LAND RELIANCE a corporation

By: Songe Do Soc-Trous

Board of Directors

STATE OF MONTANA

county of MISSOULA

on this 540 day of Ctober, 1993 before me, the undersigned, a Notary Public for the State of Montana, personally appeared Mary E. Phillips, known to me to be the person whose name is subscribed to the within and foregoing instrument and she acknowledged to me that she executed the same.

my Notarial Seal the day and year first above written.

S(SEAL)

Notary Public for State of MONTANA
Residing at: MONOM
My Commission Expires: April 1994

STATE OF MONTANA

County of Lewis & Clark

On this Aday of January, 193, before me, the undersigned, a Notary Public for the State of Montana, personally appeared George S. Olsen known to me to be the Secretary - Treasurer of The Montana Land Reliance, whose name is subscribed to the within and foregoing instrument and he acknowledged to me that he executed the same.

ss

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

(SEAL)

Notary Public for State of my Residing at: Aller My Commission Expires: 7-10-70

EXHIBIT A LEGAL DESCRIPTION

Missoula County, Montana

Township 20 North, Range 16 West, MPM

Section 4: W\sE\s

Tract A More particularly described as follows:

Beginning at the 1/2 corner common to Sections 4 North 00°14'55" West, 1530.27 feet along the North-South midsection line of Section 4, thence; thence;
South 90°00'00" East, 848.5 feet to the existing centerline of Rumble Creek Road, thence;
Southerly along said centerline through the following eleven (11) courses:

1. South 19°20' East, 50.0 feet
2. South 25°38' East, 150.0 feet
3. South 15°38' East, 150.0 feet South 18°36' 59.0 feet East, South 01°15' South 11°27' West, 96.0 feet West, 47.0 feet West, 168.0 feet South 34°53' South 39°37' West, 443.0 feet South 26°08' West, 133.0 feet 8. South 22°49' West, 133.0 feet
9. South 22°49' West, 211.0 feet
10. South 31°21' West, 179.0 feet
11. South 43°39' West, 282.0 feet to the line common to Sections 4 and 9; thence North 90°00'00" West, 124.0 feet along said line to the true point of beginning; according to Certificate of Survey No. 1253.

Section 4: NW\SE\

Tract B More particularly described as follows:

Commencing at the ½ corner common to Section 4 and 9; thence North 00°14′55" West, 1530.27 feet along the North-South midsection line of Section 4 to the true point of beginning; thence continuing North 00°14′55" West, 1090.42 feet along said midsection line to the center ½ corner of Section 4; thence North 89°34′30" East, 960.0 feet along the East-West midsection line of Section 4 to the existing center line of Rumble Creek Road; thence Southerly along said road through the following seven (7) courses:

1. South 13°49' East, 78.8 feet
2. South 09°21' East, 200.0 feet
3. South 05°41' West, 70.0 feet
4. South 15°09' West, 275.0 feet
5. South 18°06' West, 325.0 feet
6. South 07°36' West, 86.0 feet
7. South 19°20' East, 100.0 feet; thence
leaving said center line North 90°00'00" West,
848.5 feet to the true point of beginning; all
according to Certificate of Survey No. 1253.

9330304

'93 DEC 14 PM 12 20

I RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 14 DAY OF DIC 183 AT 1272 O'CLOCK P M AND IT IS RECORDED IN VOL 1400 OF MICRO RECORDS OF THE COUNTY OF MISSOULA STATE OF MONTANA ON PAGE 1201 FEE 90 PAID LA PRINTING OF MICH PAID AND THE CORDET OF MITTHESS MY LAUD, VICKIE M. ZEIER; COUNTY RECORDED ADDRESS 16 U.S. AGUILLONG LYMINGS MY LAUD, VICKIE M. ZEIER; COUNTY DEPUTY DOC F. DEPUTY DOC