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**RESIDENTIAL | COMMERCIAL | BUILDER SERVICES**

# PROPERTY PROFILE

## CUSTOM REPORT PREPARED FOR:

Sawbuck 2 LLC  
125 Hannon Ln.  
Darby, MT 59829

September 15, 2025

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LOCATIONS, & HELPFUL INFORMATION**



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DOCUMENT: 777338 WARRANTY DEED

RECORDED: 6/29/2022 3:58:49 PM

Regina Plettenberg, CLERK AND RECORDER

Fee \$16.00 By

*Carianna M Newton*

Deputy

Return to:  
Richard A. Weber, P.C.  
P.O. Box 1917.  
Hamilton, Montana 59840

P#1096510

*1049418-R*

**WARRANTY DEED**

THIS INDENTURE, Made the 29 day of June, 2022, by and between **River Resorts, Inc.**, 4248 NW 56<sup>th</sup> Ct, Ocala, FL 34482, Party of the First Part, and **Sawbuck2, LLC** of 610 N. 1<sup>st</sup> Street, Suite 5-228, Hamilton, Montana, 59840, Party of the Second Part;

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) lawful money of the United States of America in hand paid by said Party of the Second Part, the receipt whereof is hereby acknowledged; do by these presents grant, bargain sell, convey, warrant and confirm unto the said Party of the Second Part, and to its successors and assigns forever, the hereinafter described real estate situated in the County of Ravalli and State of Montana, to-wit:

Tract 1, Certificate of Survey No. 729339-F, Ravalli County, Montana.

Together with and Granting Easements shown on said Certificate of Survey No. 774617-R for the benefit of Tract 2A of Certificate of Survey No. 774617-R, and Tract 1 of Certificate of Survey No. 729339-F;

And Subject to and Reserving Easements shown on said Certificate of Survey No. 774617-R on Tract 1 of Certificate of Survey No. 729339-F for the benefit of Tract 2A of Certificate of Survey No. 774617-R, and for the benefit of Tract 3A of Certificate of Survey No.774617-R.

Together with all and singular the hereinbefore described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, right of dower and right of homestead, possession, claim and demand whatsoever, as well in law as in equity, of the said Party of the First Part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging, TO HAVE AND TO HOLD, all and singular the above mentioned and described premises unto the said Parties of the Second Part, and to their heirs and assigns forever.

And the said Party of the First Part, and its successors and assigns, do hereby covenant that they will forever warrant and defend all right, title and interest in and to said premises and the quiet and peaceable possession thereof, unto the said Party of the Second Part, its successors and



assigns, against all acts and deeds of the said Party of the First Part, and all and every person and persons whomsoever lawfully claiming or to claim the same.

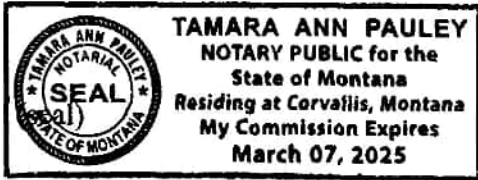
IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his hand and seal the day and year first hereinbefore written.

**River Resorts, Inc.**

By:   
President - Stephen T. Lilburn

STATE OF Montana,  
County of  Ravalli  ) :SS.

This instrument was signed or acknowledged before me on 6/29, 2022,  
by Stephen T. Lilburn, known or proven to me to be the President of River  
Resorts, Inc.



  
Notary Public



*Carianna M Newton*

1049418-R

**MONTANA TRUST INDENTURE**

THIS TRUST INDENTURE, made this 29 day of June 2022, between **Sawbuck2, LLC**, whose address is 610 North 1<sup>st</sup> Street, Suite 5-228, Hamilton, MT 59840, as **GRANTOR**, **First American Title Company** of Hamilton, Montana, **TRUSTEE**, and **River Resorts, Inc.** 4248 NW 56<sup>th</sup> Ct, Ocala, FL 34482, as **BENEFICIARY**,

WITNESSETH: That Grantors hereby irrevocably GRANT, BARGAIN, SELL, CONVEY AND WARRANT TO TRUSTEES IN TRUST, nevertheless, WITH POWER OF SALE that certain real property which does not exceed 40.0 acres in area, situated in the County of Ravalli, State of Montana, particularly described as follows, to-wit:

Tract 1, Certificate of Survey No. 729339-F, Ravalli County, Montana.

Together with and Granting Easements shown on said Certificate of Survey No. 774617-R for the benefit of Tract 2A of Certificate of Survey No. 774617-R, and Tract 1 of Certificate of Survey No 729339-F;

And Subject to and Reserving Easements shown on said Certificate of Survey No. 774617-R on Tract 1 of Certificate of Survey No. 729339-F for the benefit of Tract 2A of Certificate of Survey No. 774617-R, and for the benefit of Tract 3A of Certificate of Survey No.774617-R.

TOGETHER WITH: (1) All buildings, fixtures and improvements thereon and all water rights, rights-of-way, tenements, hereditaments, privileges and appurtenances thereunto belonging, now owned or hereafter acquired, however evidenced, used or enjoyed with said premises or belonging to the same; (2) All right, title and interest hereafter acquired in or to any of said premises, hereby also releasing, relinquishing and waiving all exemptions, rights of dower and homestead, in or to said premises, vested or inchoate; (3) All heating, air conditioning, plumbing and lighting facilities, equipment and fixtures now or hereafter installed upon or within said premises, used or proper or necessary to constitute the said premises a habitable, usable or operating unit-all of said property being designated and deemed for the purposes of this instrument a part of the realty; and (4) All of the rents, issues and profits of said premises,

SUBJECT, HOWEVER, to the right, power and authority hereinafter conferred upon Beneficiary to collect and apply such rents, issues and profits;

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of \$75,000.00 with interest thereon according to the terms of a promissory note dated June 29, 2022 (and any extensions and/or renewals or modifications thereof), made by Grantor payable to the order of Beneficiary in installments, the last of which, unless sooner paid, will be due and payable on August 1, 2032, (2) Payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided; (3) Performance of each agreement of Grantor herein and in said note contained; and (4) Payment of any future advances, in no event exceeding N/A Dollars, now in contemplation of the parties, if the Beneficiary at its sole option elects to make any advances whatsoever.

TO PROTECT THE SECURITY OF THIS TRUST INDENTURE, AND FOR OTHER PURPOSES, GRANTOR AGREES:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete and restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not commit, suffer or permit any act upon said property in violating of the law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

- (a) To commence construction promptly and to pursue the same with reasonable diligence to completion in accordance with plans and specifications satisfactory to the Beneficiary, and
- (b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon as provided in this instrument, and as allowed by law.

2. To provide, maintain and deliver to Beneficiary, insurance of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by the Beneficiary with loss payable clause in favor of and in form acceptable to Beneficiary. In the event of loss, Grantor shall give immediate notice to Beneficiary, who may make proof of loss and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance



proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To pay before delinquent all taxes and assessments, including interest and penalties, affecting said premises and improvements; to promptly pay and discharge all encumbrances, charges and liens on said property which at any time are, or appear to be, inferior or prior or superior hereto. In addition to the payments due in accordance with the terms of the note hereby secured, Grantor shall, at the option and on demand of the Beneficiary, pay to the Beneficiary monthly and concurrently with payment of principal and interest, a sum equal to 1/12<sup>th</sup> of the annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, as estimated by the Beneficiary, in trust nevertheless for Grantor's use and benefit and for payment by Beneficiary of any such items when due. The failure of Grantor to make any of such payments shall constitute a default under this trust.

5. Except as otherwise expressly provided herein, to pay all costs fees and expenses of this trust, including cost of search and evidence of title, advertising and recording expense, documentary taxes and Trustee's and attorney's fees as allowed by law.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of three per cent (3.0%) per annum or the maximum amount permitted by law whichever is lesser, until paid, and the payment thereof shall be secured hereby.

**IT IS MUTUALLY AGREED THAT:**

8. Without affecting the liability of any person, including Grantor, for the payment of any indebtedness secured hereby, or the lien of this Trust Indenture on the remainder of the property for the full amount of any indebtedness unpaid, Beneficiary and Trustee are respectively empowered as follows; Beneficiary may from time to time and without notice:

- (a) Release any person liable for payment of any of the indebtedness,
- (b) Extend the time or otherwise alter the terms of payment of any of the indebtedness,
- (c) Alter, substitute or release any property securing the indebtedness;

Trustee may, at any time and from time to time, upon the written request of Beneficiary:

- (a) Consent to the making of any map or plat of the property,
- (b) Join in granting any easement or creating any restriction thereon,
- (c) Join in any subordination or other agreement affecting this Trust Indenture or lien or charge thereof,
- (d) Reconvey, without warranty, all or any part of the property.

9. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Trust Indenture and said note to Trustee for cancellation and retention and upon payment by Beneficiary of its fees, Trustee shall reconvey to Grantor, without warranty, the property then held hereunder.

10. As additional security, Grantor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties and profits of the property affected by this Trust Indenture and of any personal property located thereon. Until Grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Grantor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they become due and payable. If Grantor shall default as aforesaid, Grantor's right to collect any of such monies shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such monies shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor subordination of the lien or charge of this Trust Indenture to any such tenancy, lease or option.

11. Upon any default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Grantor hereby consenting to the appointment of Beneficiary as such receiver) and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect said rents, issues and profits, including those past due and unpaid, and apply the same, less cost and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire or other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. Time is of the essence hereof. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured



hereby shall immediately become due and payable at the option of the Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause such property to be sold to satisfy the obligations hereof, and Trustee or Beneficiary shall file such notice for record, in each county wherein said property or some part thereof is situated. Beneficiary shall also deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

14. After the lapse of such time as may then be required by law following the recordation of said notice of default and of election to cause said property to be sold, and notice of default and notice of sale having been given as then required by law, Trustee, or its attorney, without demand on Grantor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Grantor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in cash in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale for a period not exceeding 15 days by public proclamation by such person at the time and place fixed in the notice of sale, and no other notice of the postponed sale need be given. Trustee shall execute and deliver to the purchaser its deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Beneficiary (but excluding Trustee) may bid at the sale. After deducting all costs and expenses of exercising the power of sale and of the sale, including cost of search and evidence of title, advertising and recording expense, documentary taxes and Trustee's and attorney's fees, Trustee shall apply the proceeds of sale to payment of all amounts secured hereby and due hereunder, including all sums expended by the Trustee and Beneficiary, or either of them, with accrued interest thereon at the rate of three per cent (3.0%) per annum from the date of expenditure thereof, and the surplus, if any, to the person or persons legally entitled thereto; provided that the Trustee, in its discretion, may deposit such surplus with the County Clerk and Recorder of the county in which the sale took place.

15. Grantor agrees to surrender possession of the hereinabove described trust property to the purchaser at the aforesaid sale on the 10th day following said sale, in the event such possession has not previously been delivered by Grantor.

16. Each abstract of title, title insurance policy and all other evidences of title, and all hazard insurance policies placed or deposited with the Beneficiary shall be deemed an incident to the title to the trust property and upon foreclosure by exercise of power of sale, or otherwise, shall pass to the purchaser and the same are hereby pledged as additional security for payment of the indebtedness secured hereby.

17. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Indenture in the manner provided by law for the foreclosure of mortgages on real property and

Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the Court.

18. Except as may be otherwise provided herein, Grantor agrees to pay to Beneficiary or Trustee the costs and expenses, including a reasonable attorney's fee, incurred by either of them in instituting, prosecuting or defending any Court action in which Grantor does not prevail, if such action involves the interpretation hereof or performance hereunder by a party hereto or the breach of any provision hereof by a party hereto, including but not limited to an action to obtain possession of the above described property after exercise of the power of sale granted hereunder.

19. This Trust Indenture shall apply to, inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean Brad Edward Markel and his successors and assigns of the note secured hereby. In this Trust Indenture, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

20. Trustee accepts this Trust Indenture when this Trust Indenture, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other trust indenture or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party, unless brought by Trustee.

21. This Trust Indenture is made within the State of Montana pursuant to the Small Tract Financing Act of Montana and is not made or taken in substitution for any mortgage in existence on the effective date of said Act.

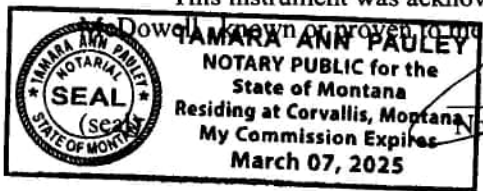
22. Grantor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinabove set forth.

**IN WITNESS WHEREOF**, the Grantors have hereunto set their hands the day and year first hereinabove written.

Sawbuck2, LLC  
By Hilary McDowell  
Hilary McDowell, Member

STATE OF MONTANA )  
 )  
 :ss.  
 County of Ravalli )

This instrument was acknowledged before me on June 29, 2022, by Hilary McDowell known or proven to me to be the Member of Sawbuck2, LLC.



# Ravalli County | Detail

Date: 09/15/25  
Time: 02:45:06 pm

RAVALLI COUNTY TREASURER  
215 S 4TH ST STE H

Tax ID: 1096510  
Type: Real

Name and Address  
SAWBUCK2 LLC  
612 N 1ST ST STE 2-228  
HAMILTON MT 59840

Property Tax Query TW Range SC Description  
3 /21 /36 Geo 1176-36-1-01-10-0000 9-3 IN SWNE IN LOT 3 INDEX 42  
CS #729339-F TRACT 1 (GIFT) 1.44 AC

	<b>YR</b>	<b>Int. Date</b>	<b>Tax Date</b>	<b>Tax Amt</b>	<b>Penalty</b>	<b>Interest</b>	<b>Total Amt</b>
Paid	24	11/21/24	12/06/24	2,730.52	0.00	0.00	<b>5,562.70</b>
Paid	24	08/04/25	06/02/25	2,730.48	54.61	47.09	
Paid	23	02/08/24	11/30/23	2,234.45	44.70	40.98	<b>4,855.15</b>
Paid	23	07/15/24	05/31/24	2,455.64	49.12	30.26	
Paid	22	11/30/22	11/30/22	1,543.83	0.00	0.00	<b>3,133.32</b>
Paid	22	07/05/23	05/31/23	1,543.81	30.88	14.80	
Paid	21	11/30/21	11/30/21	196.25	0.00	0.00	<b>392.48</b>
Paid	21	04/04/22	05/31/22	196.23	0.00	0.00	
Paid	20	12/04/20	12/04/20	158.15	0.00	0.00	<b>316.28</b>
Paid	20	05/27/21	06/01/21	158.13	0.00	0.00	

# Ravalli County | Detail

Date: 09/15/25  
Time: 02:49:03 pm

RAVALLI COUNTY TREASURER  
215 S 4TH ST STE H

Tax ID: 1096510  
Type: Real

Name and Address  
SAWBUCK2 LLC  
612 N 1ST ST STE 2-228  
HAMILTON MT 59840

Property Print TW Range SC Description  
3 21 36 IN SWNE IN LOT 3 INDEX 42 Geocode: 1176-36-1-01-10-0000  
CS #729339-F TRACT 1 (GIFT) 1.44 AC

<b>Class Taxable/\$</b>	<b>Dist</b>	<b>Quantity</b>	<b>Market</b>
42107 Commercial Tract Land 2,490.00	9-3	1.44	131,724.00
43307 Improvements on Commercial Tra 12,409.00	9-3	0.00	656,570.00
990051 SOIL & WATER CONSERVATION 14,899.00	51	0	0.00
990068 DARBY COMMUNITY PUBLIC LIBRARY 14,899.00	68	0	0.00
999302 2014 OPEN SPACE 14,899.00	RO14	0	0.00
999304 2020 OPEN SPACE 14,899.00	RO20	0	0.00
999305 2022 OPEN SPACE 14,899.00	RO22	0	0.00

# Ravalli County | Detail

Date: 09/15/25  
Time: 02:53:16 pm

RAVALLI COUNTY TREASURER  
215 S 4TH ST STE H

Tax ID: 1096510  
Type: Real

Name and Address  
SAWBUCK2 LLC  
612 N 1ST ST STE 2-228  
HAMILTON MT 59840

Taxes Due Query TW Range SC Description  
3 /21 /36 IN SWNE IN LOT 3 INDEX 42 CS #729339-F TRACT 1 (GIFT)  
1.44 AC Geo: 1176-36-1-01-10-0000

District	Tax Date	Int Date	PD?	Tax Amt	Penalty	Interest
51 SOIL & WATER CONSERVATION	12/06/24	09/15/25	Y	12.37	0.00	0.00
68 DARBY PUBLIC LIBRARY	12/06/24	09/15/25	Y	51.48	0.00	0.00
9-3 DARBY RURAL+RURAL FIRE	12/06/24	09/15/25	Y	2630.96	0.00	0.00
RO14 2014 OPEN SPACE	12/06/24	09/15/25	Y	9.05	0.00	0.00
RO20 2020 OPEN SPACE	12/06/24	09/15/25	Y	16.51	0.00	0.00
RO22 2022 OPEN SPACE	12/06/24	09/15/25	Y	10.15	0.00	0.00
51 SOIL & WATER CONSERVATION	06/02/25	09/15/25	Y	12.36	0.25	0.21
68 DARBY PUBLIC LIBRARY	06/02/25	09/15/25	Y	51.47	1.03	0.89
9-3 DARBY RURAL+RURAL FIRE	06/02/25	09/15/25	Y	2630.96	52.62	45.38
RO14 2014 OPEN SPACE	06/02/25	09/15/25	Y	9.04	0.18	0.16
RO20 2020 OPEN SPACE	06/02/25	09/15/25	Y	16.51	0.33	0.28
RO22 2022 OPEN SPACE	06/02/25	09/15/25	Y	10.14	0.20	0.17
Totals for 24				5,461.00	54.61	47.09
Total Tax, Penalty and Interest				5,562.70		

# CERTIFICATE OF SURVEY

TO DEPICT A FAMILY TRANSFER  
 LOCATED IN THE NE1/4 OF SECTION 36, T.3N.,  
 R.21W., P.M.M., RAVALLI COUNTY, MONTANA



LINE	BEARING	DISTANCE
L1	S17°00'00"E	181.00'
L2	N0°00'00"W	150.00'
L3	N11°00'00"W	180.00'
L4	S79°00'00"W	87.50'

LINE	ARC	BEARING	RADIUS	DELTA
E1	22.07'	N37°46'03"E		
C1	147.72'		325.00'	29°59'34"
C2	127.89'		325.00'	22°32'48"
F3	75.66'	N09°56'12"W		
E4	53.18'	S84°08'17"E		
E4	79.65'	N67°19'21"W		

TRACT 1  
 COS 671172-R

TRACT 2  
 COS 671172-R

TRACT 3  
 7.57 ACRES

TRACT 4  
 8.14 ACRES

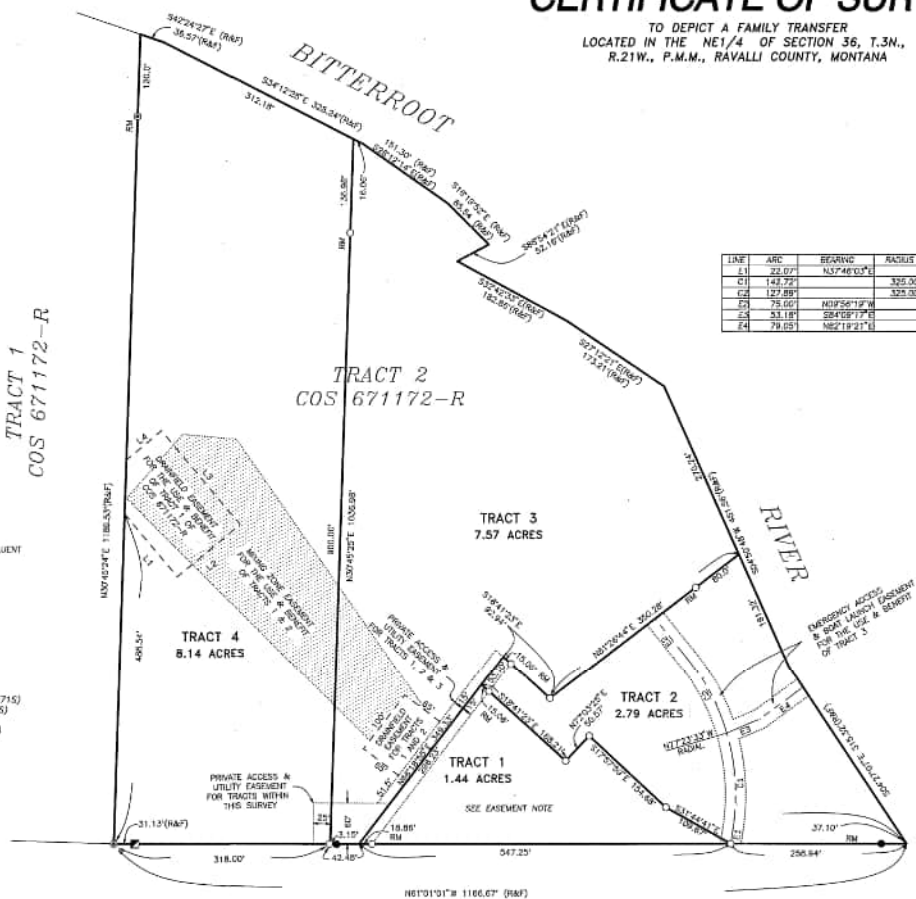
TRACT 2  
 2.79 ACRES

TRACT 1  
 1.44 ACRES

EASEMENT NOTE:  
 TRACT 1 IS SUBJECT TO A 15' WIDE SEPTIC SERVICE LINE EASEMENT FOR THE USE & BENEFIT OF TRACT 2. THIS IS FROM THE TRANSOM/DRAIN OF EFFLUENT FROM TRACT 2 TO THE SEPTIC TANK ON TRACT 1 AND THEN OUT TO THE DRAINAGE EASEMENT ON TRACT 3. THE EASEMENT SHALL BE 15' WIDE AND CENTERED ON THE ACTUAL INSTALLED SEPTIC SERVICE LINE.

- LEGEND**
- = SET 5/8" X 24" REBAR WITH 1-1/4" YPC. CAP (DUMONT, 126715)
  - = FOUND 5/8" REBAR WITH 1-1/2" ALUM. CAP (DUMONT, 126715)
  - = FOUND 5/8" REBAR WITH 1-1/2" ALUM. CAP (PRINELL, 44625)
  - = FOUND 5/8" REBAR WITH 1-1/2" ALUM. CAP (HANSON, 315365)
  - = FOUND THIS SURVEY
  - (S) = RECORD PER COS 671172-R
  - (RM) = REFERENCE MONUMENT
  - (YPC) = YELLOW PLASTIC CAP

OWNER:  
 STEPHEN T. LILBURN



U.S. HIGHWAY 93

**Professional Consultants Inc.**  
 Engineers, Surveyors, Planners, Mappers.

3115 REIDELL ST., PO BOX 1750  
 MISSOULA, MONTANA  
 PHONE 406-726-1888  
 FAX 406-726-4074

PREPARED AT THE REQUEST OF: RIVER RESORTS, LLC  
 PCI PROJECT: 8452-13

1/4	SEC.	T.	R.
25	36	3N	21W

STATE OF MONTANA RAVALLI COUNTY Page: 1 of 2  
 DOCUMENT: 20180101 CERTIFICATE OF SURVEY  
 REGISTERED: 20180101 8:13:46 AM, CS 729339-F  
 Rights: Public Works, CLERK AND RECORDER  
 Fee: \$15.00 Fee: *Christina P. Hill* Deputy

PA 729340

### CERTIFICATE OF SURVEY

TO DEPICT A FAMILY TRANSFER LOCATED IN THE NE1/4 OF SECTION 36, T.3N., R.21W., P.M.M., RAVALLI COUNTY, MONTANA

#### PERIMETER LEGAL DESCRIPTION

Tract 2, Certificate of Survey No. 871172-R, records of Ravalli County, located in the Northeast one-quarter (NE1/4) of Section 36, Township 3 North, Range 21 West, Principal Meridian, Montana, Ravalli County, Montana.  
Containing 19.94 acres more or less, being subject to all easements and rights-of-way, existing or of record.

#### LEGAL DESCRIPTIONS

TRACT 1, CERTIFICATE OF SURVEY NO. \_\_\_\_\_; A Tract of land located in the Northeast one-quarter (NE1/4) of Section 35, Township 3 North, Range 21 West, Principal Meridian, Montana, Ravalli County, Montana. (Transfer to daughter Rachel A. Lilburn)

Containing 1.44 acres more or less, being subject to all easements and rights-of-way, existing or of record.

TRACT 2, CERTIFICATE OF SURVEY NO. \_\_\_\_\_; A Tract of land located in the Northeast one-quarter (NE1/4) of Section 36, Township 3 North, Range 21 West, Principal Meridian, Montana, Ravalli County, Montana. (Transfer to son Trevor Lilburn)

Containing 2.79 acres more or less, being subject to all easements and rights-of-way, existing or of record.

TRACT 3, CERTIFICATE OF SURVEY NO. \_\_\_\_\_; A Tract of land located in the Northeast one-quarter (NE1/4) of Section 36, Township 3 North, Range 21 West, Principal Meridian, Montana, Ravalli County, Montana. (Transfer to daughter Heather M. Blueberg)

Containing 7.57 acres more or less, being subject to all easements and rights-of-way, existing or of record.

TRACT 4, CERTIFICATE OF SURVEY NO. \_\_\_\_\_; A Tract of land located in the Northeast one-quarter (NE1/4) of Section 36, Township 3 North, Range 21 West, Principal Meridian, Montana, Ravalli County, Montana.

Containing 8.14 acres more or less, being subject to all easements and rights-of-way, existing or of record.

#### OWNER'S CERTIFICATION

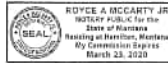
We hereby certify that the purpose of this survey is to show a family transfer, therefore this division of land is exempt from review as a subdivision pursuant to Section 76-3-207 (1) (b), M.C.A., in wit: "divisions made outside of platted subdivisions for the purpose of a single gift or sale in each county to each member of the landowner's immediate family"; Further, we certify this division of land is exempt from review by the Montana Department of Environmental Quality pursuant to (Tract 3) MCA 76-4-125(e)(ii) to wit: "the remainder is 1 acre or larger and has an individual sewage system serving a discharge source that was in existence prior to April 28, 1993, and if required when installed, the system was approved pursuant to local regulations or this chapter."

By: [Signature]  
Stephen T. Lilburn

STATE OF MONTANA }  
COUNTY OF RAVALLI }SS

This instrument was acknowledged before me on March 1, 2019 by Stephen T. Lilburn.

[Signature]  
Notary Public for the State of Montana  
Printed Name of Notary: Royce A. McClarty Jr.  
Residing at Ravalli County  
My Commission expires: March 23 2020



#### SURVEYOR'S CERTIFICATION

I hereby certify that the attached plot represents a survey made under my direct supervision, and substantially completed on the date shown hereon.

[Signature] 2/27/2019  
Toby Dumont  
Montana Registration No. 126715

#### PURPOSE OF SURVEY

The purpose of this survey is to show Tracts for Family Transfer.

PREPARED AT THE REQUEST OF: RIVER RESORTS, LLC  
PCI PROJECT: 8452-13

1/4	SEC.	T.	R.
36		3N	21W



CS 729339-F



Professional Consultants Inc.  
Engineers, Surveyors, Planners, Mappers.

3815 HANCOCK ST., PO BOX 1736  
BOZEMAN, MONTANA  
PHONE 406-729-1888  
FAX 406-729-0276

# 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.