



**Stevensville Special Town Council Meeting
Agenda for
THURSDAY, NOVEMBER 07, 2019
7:00 PM**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Unfinished Business
4. New Business
 - a. Discussion/Decision: Action on a First Right of Refusal for 26.06 acres adjacent to the Town's well-field.
5. Public Comments
6. Adjournment

Guidelines for Public Comment

Public Comment ensures an opportunity for citizens to meaningfully participate in the decisions of its elected officials. It is one of several ways your voice is heard by your local government. During public comment we ask that all participants respect the right of others to make their comment uninterrupted. The council's goal is to receive as much comment as time reasonably allows. All public comment should be directed to the chair (Mayor or designee). Comment made to the audience or individual council members may be ruled out of order. Public comment must remain on topic, and free from abusive language or unsupported allegations.

During any council meeting you have two opportunities to comment:

1. During the public comment period near the beginning of a meeting.
2. Before any decision-making vote of the council on an agenda item.

Comment made outside of these times may not be allowed.

Citizens wishing to speak during the official public comment period should come forward to the podium and state their name and address for the record. Comment during this time maybe time limited, as determined by the chair, to allow as many people as possible to comment. Citizens wishing to comment on a motion for decision before any vote can come forward or stand in place as they wish. Comment must remain on the motion before the council.



**TOWN COUNCIL
Council Communication**

**Special Meeting
November 7, 2019**

Agenda Item: 4a, New Business

Discussion/Decision: Action on a Right of First Refusal for 26.06 acres adjacent to the Town's well-field.

Other Council Meetings	
Exhibits	A. Property Map
	B. Right of First Refusal
	C. Counteroffer
	D. Property Appraisal

This agenda item provides Council with the ability to act on the Right of First Refusal for a 26.06 acre piece of property adjacent to the well-field

Background:

In 2012, the Town of Stevensville acquired approximately 7 acres of property adjacent to the Twin Creeks Subdivision for the purpose of installing a well-field to supply the Town's municipal water system. The well-field was phase III of the water system improvements project. In the project, a retention pond was used to mitigate the water usage of the Town's well-field and aid in sustaining flows in the Bitterroot River. The retention pond is located on a 26.06 parcel of land neighboring the Town's well-field.

HDR Engineering is working under a task order to develop the beginning stages of phase IV of the water system improvements project; water storage. In the early stages of evaluating the resources available, and organizing our water rights, it's been determined that purchase of the property would be in the best interests of the Town and the future of the water system. Mayor Dewey and Public Works Director George Thomas agree that the Town should consider purchasing the property.

The property is currently owned by Missoula Federal Credit Union and is bordered by the Town's well-field and the Twin Creeks subdivision to the West, Middle Burnt Fork Road to the North, Logan Road to the East, and private property to the South. The Town of Stevensville has a Right of First Refusal for the property. The property is currently under contract for purchase at a price of \$185,000. Under the Right of First Refusal Agreement, the Town has the option to purchase the property at the contracted price should an offer be accepted by both the purchaser and the seller (MFCU). The Town has 21 days to act on the First Right of Refusal. That deadline is November 20th at 9:30pm.

The primary purpose of the property for the Town would be to protect the pond u
water mitigation. Additional wells can be placed on the property when the demand fo
increases as the Town grows. The property is also a potential site for future water storage,

planned in phase IV of the water system improvements project. The property contains water ways and is partially wooded, which may add recreational value to the property.

The Town currently has an appropriation in the FY19-20 budget for potential land acquisitions for water supply. Council may also surplus property that is no longer used for water supply near the existing reservoir to offset the expense of the property should they choose to proceed with purchase under the First Right of Refusal.



Board/Commission Recommendation: Applicable - Not Applicable

Alternative(s): Do not exercise the Town’s Right of First Refusal on the 26.06 acre parcel of land adjacent to the Town’s well-field.

Delay action to a future meeting held prior to the November 20th deadline.

MOTION

I move to: exercise the Town’s Right of First Refusal on the 26.06 acre parcel of land adjacent to the Town’s well-field, purchasing the property for \$185,000.

Return To:

Missoula Federal Credit Union
3600 Brooks Street
Missoula, MT 59801
attn Colleen Baché

RIGHT OF FIRST REFUSAL

This Right of First Refusal is granted this 1st day of June, 2012, by Missoula Federal Credit Union, of 3600 Brooks St., Missoula, MT 59801, herein referred to as "MFCU" to Town of Stevensville, of Stevensville, Montana.

WITNESSETH:

WHEREAS, MFCU is the owner of the real property described on the attached Exhibit A; and

WHEREAS, MFCU has agreed to grant Town of Stevensville a Right of First Refusal on the above-described real property (hereinafter "Real Property"), as spelled out in further detail below.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Town of Stevensville, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

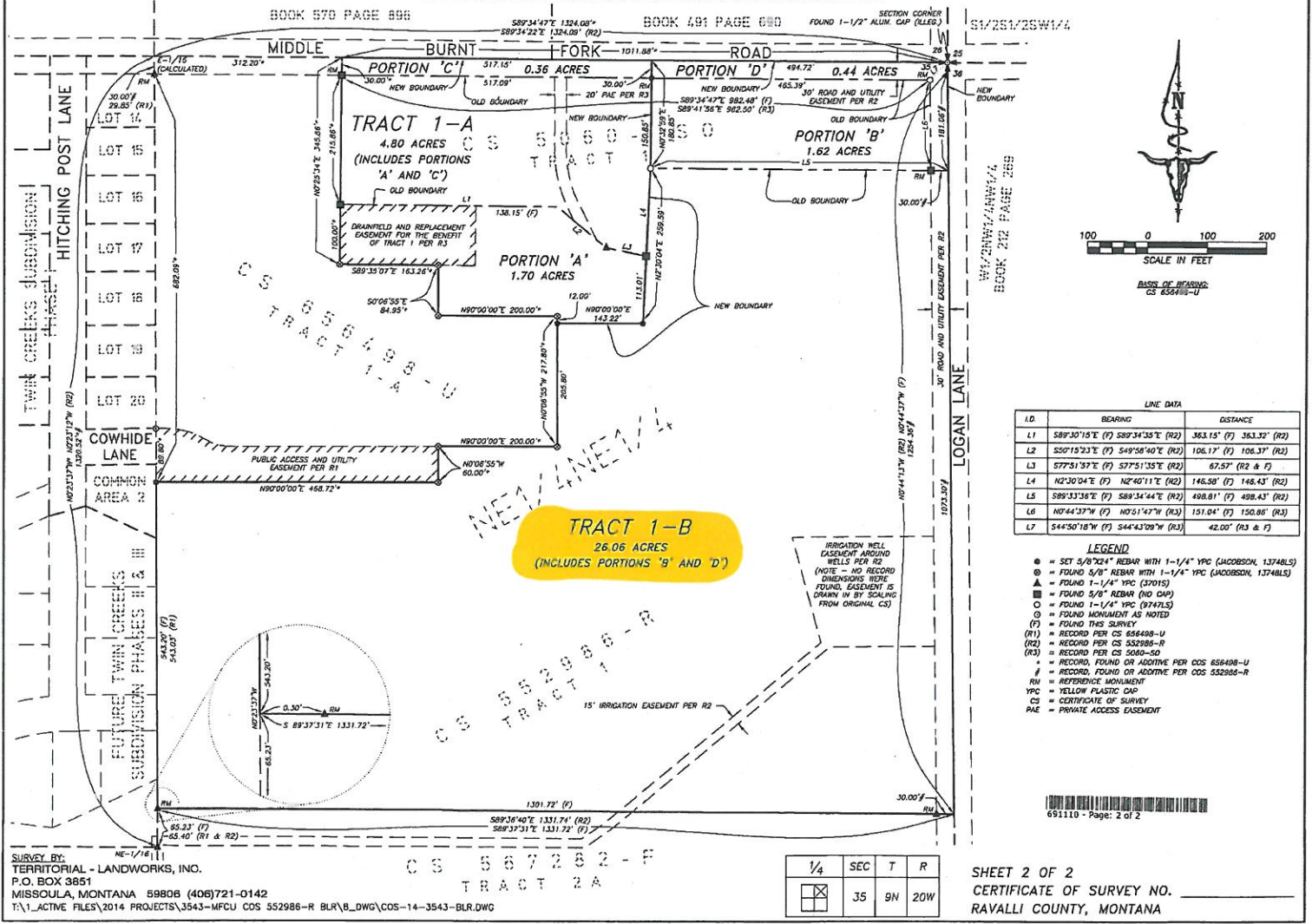
1. MFCU hereby agrees that, at the time it receives a bona fide offer from any person or entity to purchase all or any part of the Real Property, it shall send to Town of Stevensville a copy of said offer (including a copy of any proposed contract) and shall notify Town of Stevensville of its intention to accept said offer. Town of Stevensville shall have twenty-one (21) days from receipt of such notice to accept the terms of the offer for the same price and upon the same terms specified in that offer.

C&R Note: No Exhibit A at time of recording

CS 69110-R pg 2

CERTIFICATE OF SURVEY

TO DEPICT THE RELOCATION OF COMMON BOUNDARIES IN THE
NE1/4NE1/4 SECTION 36, T.9N., R.20W., P.M.M., RAVALLI COUNTY, MONTANA



LINE DATA		
L.D.	BEARING	DISTANCE
L1	S89°30'15"E (F) S89°34'35"E (R2)	363.15' (F) 363.32' (R2)
L2	S50°15'23"E (F) S49°58'40"E (R2)	106.17' (F) 106.37' (R2)
L3	S77°51'57"E (F) S77°51'35"E (R2)	67.57' (R2 & F)
L4	N2°30'04"E (F) N2°40'11"E (R2)	146.38' (F) 146.43' (R2)
L5	S89°33'38"E (F) S89°34'44"E (R2)	498.01' (F) 498.43' (R2)
L6	N0°44'37"W (F) N0°51'42"W (R3)	151.04' (F) 150.85' (R3)
L7	S44°50'18"W (F) S44°43'09"W (R3)	42.00' (R3 & F)

- LEGEND**
- = SET 5/8" REBAR WITH 1-1/4" YPC (JACOBSON, 13748LS)
 - = FOUND 5/8" REBAR WITH 1-1/4" YPC (JACOBSON, 13748LS)
 - ▲ = FOUND 1-1/4" YPC (3701S)
 - = FOUND 5/8" REBAR (NO CAP)
 - = FOUND 1-1/4" YPC (9747LS)
 - = FOUND MONUMENT AS NOTED
 - (F) = FOUND THIS SURVEY
 - (R1) = RECORD PER CS 656498-U
 - (R2) = RECORD PER CS 552988-R
 - (R3) = RECORD PER CS 5069-50
 - = RECORD, FOUND OR ADDITIVE PER CCS 656498-U
 - + = RECORD, FOUND OR ADDITIVE PER CCS 552988-R
 - RM = REFERENCE MONUMENT
 - YPC = YELLOW PLASTIC CAP
 - CS = CERTIFICATE OF SURVEY
 - PAE = PRIVATE ACCESS EASEMENT

SURVEY BY:
TERRITORIAL - LANDWORKS, INC.
P.O. BOX 3861
MISSOULA, MONTANA 59808 (406)721-0142
T:\ACTIVE FILES\2014 PROJECTS\3543-MFCU CDS 552988-R BLR\B_DWG\COS-14-3543-BLR.DWG

1/4	SEC	T	R
X	35	9N	20W

SHEET 2 OF 2
CERTIFICATE OF SURVEY NO. _____
RAVALLI COUNTY, MONTANA

CS691110-R pg 1

CERTIFICATE OF SURVEY

TO DEPICT THE RELOCATION OF COMMON BOUNDARIES IN THE
NE1/4NE1/4 SECTION 35, T.9N., R.20W., P.M.M., RAVALLI COUNTY, MONTANA

PERIMETER LEGAL DESCRIPTION

TRACT 1 OF CERTIFICATE OF SURVEY NO. 5060-50 AND A PORTION OF TRACT 1 OF CERTIFICATE OF SURVEY NO. 552986-R, RECORDS OF RAVALLI COUNTY, AND THAT PORTION OF THE NORTHEAST ONE-QUARTER (NE1/4NE1/4) OF SECTION 35 LYING NORTH AND EAST OF CERTIFICATE OF SURVEY NO. 5680-50 RECORDS OF RAVALLI COUNTY, BEING LOCATED IN THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4NE1/4) OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA, RAVALLI COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST SECTION CORNER OF SAID SECTION 35, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE CENTERLINE OF LOGAN LAKE, S044°37'E A DISTANCE OF 1254.35 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF TRACT 1 OF CERTIFICATE OF SURVEY NO. 552986-R, RECORDS OF RAVALLI COUNTY; THENCE ALONG SAID SOUTH BOUNDARY LINE, N81°31'31"W A DISTANCE OF 1331.73 FEET TO A POINT ON THE WEST BOUNDARY LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (NE1/4NE1/4) OF SAID SECTION 35; THENCE ALONG SAID WEST BOUNDARY LINE, N02°33'37"W A DISTANCE OF 543.20 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF TRACT 1-1A OF CERTIFICATE OF SURVEY NO. 656498-U, RECORDS OF RAVALLI COUNTY; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY LINES OF SAID CERTIFICATE OF SURVEY NO. 656498-U THE FOLLOWING: 81°00'00"E A DISTANCE OF 468.72 FEET; THENCE N02°55'51"W A DISTANCE OF 60.00 FEET; THENCE N02°55'51"W A DISTANCE OF 200.00 FEET; THENCE N02°55'51"W A DISTANCE OF 217.80 FEET; THENCE S90°00'00"W A DISTANCE OF 200.00 FEET; THENCE N02°55'51"W A DISTANCE OF 84.80 FEET; THENCE N89°35'07"W A DISTANCE OF 163.28 FEET; THENCE N02°34'47"E A DISTANCE OF 345.00 FEET TO A POINT ON THE CENTERLINE OF MIDDLE BURNT FORK ROAD; THENCE ALONG SAID CENTERLINE OF MIDDLE BURNT FORK ROAD, S89°34'47"E A DISTANCE OF 1011.88 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 30.88 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

LEGAL DESCRIPTIONS

TRACT 1-A, CERTIFICATE OF SURVEY NO. 5060-50: A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA, RAVALLI COUNTY, MONTANA.

CONTAINING 4.80 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

TRACT 1-B, CERTIFICATE OF SURVEY NO. 5060-50: A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA, RAVALLI COUNTY, MONTANA.

CONTAINING 26.08 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

PORTION 'A', CERTIFICATE OF SURVEY NO. 5060-50: A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA, RAVALLI COUNTY, MONTANA.

THE AREA THAT IS BEING REMOVED FROM ONE TRACT OF RECORD AND JOINED WITH ANOTHER TRACT OF RECORD IS NOT ITSELF A TRACT OF RECORD. SAID AREA SHALL NOT BE AVAILABLE AS A REFERENCE LEGAL DESCRIPTION IN ANY SUBSEQUENT REAL PROPERTY TRANSFER AFTER THE INITIAL TRANSFER ASSOCIATED WITH THE CERTIFICATE OF SURVEY ON WHICH SAID AREA IS DESCRIBED, UNLESS SAID AREA IS INCLUDED WITH OR EXCLUDED FROM ADJOINING TRACTS OF RECORD.

CONTAINING 1.70 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

PORTION 'B', CERTIFICATE OF SURVEY NO. 5060-50: A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA, RAVALLI COUNTY, MONTANA.

THE AREA THAT IS BEING REMOVED FROM ONE TRACT OF RECORD AND JOINED WITH ANOTHER TRACT OF RECORD IS NOT ITSELF A TRACT OF RECORD. SAID AREA SHALL NOT BE AVAILABLE AS A REFERENCE LEGAL DESCRIPTION IN ANY SUBSEQUENT REAL PROPERTY TRANSFER AFTER THE INITIAL TRANSFER ASSOCIATED WITH THE CERTIFICATE OF SURVEY ON WHICH SAID AREA IS DESCRIBED, UNLESS SAID AREA IS INCLUDED WITH OR EXCLUDED FROM ADJOINING TRACTS OF RECORD.

CONTAINING 1.62 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

PORTION 'C', CERTIFICATE OF SURVEY NO. 5060-50: A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA, RAVALLI COUNTY, MONTANA.

THE AREA THAT IS BEING REMOVED FROM ONE TRACT OF RECORD AND JOINED WITH ANOTHER TRACT OF RECORD IS NOT ITSELF A TRACT OF RECORD. SAID AREA SHALL NOT BE AVAILABLE AS A REFERENCE LEGAL DESCRIPTION IN ANY SUBSEQUENT REAL PROPERTY TRANSFER AFTER THE INITIAL TRANSFER ASSOCIATED WITH THE CERTIFICATE OF SURVEY ON WHICH SAID AREA IS DESCRIBED, UNLESS SAID AREA IS INCLUDED WITH OR EXCLUDED FROM ADJOINING TRACTS OF RECORD.

CONTAINING 0.36 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

PORTION 'D', CERTIFICATE OF SURVEY NO. 5060-50: A PARCEL OF LAND LOCATED IN THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 35, TOWNSHIP 9 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN MONTANA, RAVALLI COUNTY, MONTANA.

THE AREA THAT IS BEING REMOVED FROM ONE TRACT OF RECORD AND JOINED WITH ANOTHER TRACT OF RECORD IS NOT ITSELF A TRACT OF RECORD. SAID AREA SHALL NOT BE AVAILABLE AS A REFERENCE LEGAL DESCRIPTION IN ANY SUBSEQUENT REAL PROPERTY TRANSFER AFTER THE INITIAL TRANSFER ASSOCIATED WITH THE CERTIFICATE OF SURVEY ON WHICH SAID AREA IS DESCRIBED, UNLESS SAID AREA IS INCLUDED WITH OR EXCLUDED FROM ADJOINING TRACTS OF RECORD.

CONTAINING 0.44 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

OWNER'S CERTIFICATION

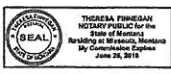
WE HEREBY CERTIFY THAT THE PURPOSE OF THIS DIVISION OF LAND IS TO DEPICT THE RELOCATION OF COMMON BOUNDARIES, THEREFORE THIS DIVISION OF LAND IS EXEMPT FROM REVIEW AS A SUBDIVISION PURSUANT TO SECTION 76-3-207 (1)(c) M.C.A., TO WIT: "DIVISIONS MADE OUTSIDE OF PLATTED SUBDIVISIONS FOR THE PURPOSE OF RELOCATING COMMON BOUNDARY LINES BETWEEN ADJOINING PROPERTIES" AND FURTHER WE CERTIFY THAT TRACT 1-A IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO ARJ 17.36.605 (2)(c), TO WIT: "A PARCEL THAT HAS A PREVIOUS APPROVAL ISSUED UNDER TITLE 76, CHAPTER 4, PART 1, M.C.A. IF: (i) NO FACILITIES OTHER THAN THOSE PREVIOUSLY APPROVED EXIST OR WILL BE CONSTRUCTED ON THE PARCEL; AND (ii) THE DIVISION OF LAND WILL NOT CAUSE APPROVED FACILITIES TO DEVIATE FROM THE CONDITIONS OF APPROVAL. IN VIOLATION OF 76-4-130, M.C.A., AND FURTHER TRACT 1-B IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO SECTION 76-4-102(1)(a) M.C.A., TO WIT: "SUBDIVISION MEANS A DIVISION OF LAND OR LAND SO DIVIDED THAT CREATES ONE OR MORE PARCELS CONTAINING LESS THAN 20 ACRES, EXCLUSIVE OF PUBLIC ROADWAYS, IN ORDER THAT THE TITLE TO OR POSSESSION OF THE PARCELS MAY BE SOLD, RENTED, LEASED, OR OTHERWISE CONVEYED AND INCLUDES ANY RESUBDIVISION AND ANY CONDOMINIUM OR AREA, REGARDLESS OF SIZE, THAT PROVIDES PERMANENT MULTIPLE SPACE FOR RECREATIONAL CAMPING OR MOBILE HOMES."

BY: JACK LAWSON, CEO

STATE OF MONTANA }
COUNTY OF }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON June 24, 2015, BY JACK LAWSON FOR MISSOULA FEDERAL CREDIT UNION.

SS: Theresa Finigan
NOTARY PUBLIC FOR THE STATE OF MONTANA
PRINTED NAME OF NOTARY: Theresa Finigan
RESIDING AT: Missoula, Montana
MY COMMISSION EXPIRES: June 25, 2018



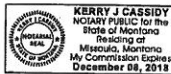
DORON PROPERTIES, LLC
BY: Cordeell Nordmark
CORDELL NORDMARK, GENERAL PARTNER

BY: Darra Nordmark
DARRA NORDMARK, GENERAL PARTNER

STATE OF MONTANA }
COUNTY OF }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON June 26th, 2015, BY CORDELL AND DARRA NORDMARK, GENERAL MEMBERS OF DORON PROPERTIES, LLC.

SS: Betsy J. Cassidy
NOTARY PUBLIC FOR THE STATE OF MONTANA
PRINTED NAME OF NOTARY: Betsy J. Cassidy
RESIDING AT: Missoula, Montana
MY COMMISSION EXPIRES: December 19th, 2018



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED CERTIFICATE OF SURVEY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, AND SUBSTANTIALLY COMPLETED ON THE DATE SHOWN HEREON.

BY: Matthew Jacobson 6/23/15
MATTHEW JACOBSON, PROFESSIONAL LAND SURVEYOR
MONTANA REGISTRATION NO. 13748LS DATE



RECORD OWNERS:
DORON PROPERTIES, LLC - TRACT 1, COS 5060-50
MISSOULA FEDERAL CREDIT UNION - TRACT 1, COS 552986-R
SURVEY COMMISSIONED BY:
JACK LAWSON
DATE:
DECEMBER, 2014

1/4	SEC	T	R
<input checked="" type="checkbox"/>	35	9N	20W

SHEET 1 OF 2
CERTIFICATE OF SURVEY NO. _____
RAVALLI COUNTY, MONTANA

PA#19111

SURVEY BY:
TERRITORIAL - LANDWORKS, INC.
P.O. BOX 3851
MISSOULA, MONTANA 59806 (406)721-0142
T:\1_ACTIVE FILES\2014 PROJECTS\3543-MFCU COS 552986-R BLR\B_DWG\COS-14-3543-BLR.DWG

COUNTER OFFER



1 This Counter Offer pertains to a Buy/Sell Agreement (hereafter The "Agreement") dated 10/28/19,
 2 by and between Missoula Federal Credit Union (Seller) and
 3 Jesse Reeves and/or assigns (Buyer) concerning the
 4 property described as: NHN Middle Burnt Fork Rd Stevensville MT 59870
 5 **S35, T09 N, R20 W, Acres 26.06, IN NENE INDEX 1 CS #691110-R TRACT 1-B**

6
 7
 8
 9 All the terms and conditions of the Agreement, except the Buyer's Commitment provision, are hereby incorporated by
 10 reference except as modified by the following terms and provisions: _____
 11 **Purchase price to be \$185,000.00.**

12 **The town of Stevensville has a first right of refusal (attached) and buyer**
 13 **consents to seller providing a copy of this contract to the town of**
 14 **Stevensville for review. Seller will have 25 days from the date of**
 15 **acceptance to cancel this contract in the even that the town of**
 16 **Stevensville exercises their right of first refusal. If the town of**
 17 **Stevensville does not exercise their right of first refusal the dates in**
 18 **the contract for closing and contingencies may, at the discretion of**
 19 **buyer, be extended by the number of days that have elapsed since original**
 20 **acceptance (not including the day of acceptance).**

21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39

JWR / _____
 Buyer Initials




KG / _____
 Seller Initials

40 The dates for performance contained in the Agreement shall be extended the same number of days that have
41 elapsed between the Agreement and the date of final Acceptance of this Counter Offer except for the closing date
42 which shall remain as set forth in the Agreement; **OR**

43 All performance dates contained in the Agreement shall remain the same, except as otherwise stated herein.

44 Acceptance of this Counter Offer may be made by providing a signed copy to the offering party or their
45 Broker/Salesperson prior to 10/31/19 3:00 pm (Date/Time), whether or not that deadline falls
46 on a Saturday, Sunday or holiday. Offering party may withdraw this counter offer any time prior to receiving written
47 acceptance. If acceptance is not given to the offering party or their Broker/Salesperson by expiration of the time for
48 acceptance, this offer is then null and void.

49 The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic means
50 in accordance with the Montana Uniform Electronic Transaction Act.

51	 <i>Kathy Guderian</i>	10/29/2019	 	10/30/2019
52	Seller Kathy Guderian	Date	Buyer <small>10/30/2019 7:23:05 PM MDT</small>	Date
53				
54				
55				
56				
57	Seller	Date	Buyer	Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days as except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.

BUY-SELL AGREEMENT (Land) (Including Earnest Money Receipt)



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.

1 Date: 10/28/2019
2 Jesse Reeves and/or assigns
3 as joint tenants with rights of survivorship, tenants in common, single in his/her own right, other
4 _____ (hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the
5 following described real property (hereafter the "Property") commonly known as
6 Nhn Middle Burnt Fork Road 59870
7 in the City of Stevensville, County of Ravalli, Montana, legally described
8 as:
9 **S35, T09 N, R20 W, ACRES 26.06, IN NENE INDEX 1 CS #691110-R TRACT 1-B**

10 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other
11 appurtenances thereto, uncut timber and non-harvested crops and all improvements thereon except: _____
12 _____
13 _____

14 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition,
15 are included and shall be transferred by the bill of sale: _____
16 _____
17 _____

18 **PURCHASE PRICE AND TERMS:**
19 \$ 150,000.00 Purchase Price: One Hundred Fifty Thousand (U.S. Dollars)
20 \$ 1,500.00 Earnest Money (credited to Buyer at closing)
21 \$ 148,500.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows
22 (check one):
23 All cash at closing (no financing contingency); **OR**
24 Additional cash down payment at closing in the minimum amount of:
25 \$ _____ **OR** _____ % of the Purchase Price.
26 Balance to be financed as indicated below:
27 Conventional Other Financing Seller Financing Assumption Home Equity
28 Other _____
29 _____
30 _____
31 _____
32 _____
33 _____
34 _____
35 _____

36 **CLOSING DATE:** The date of closing shall be (date) on or before 12/30/2019 (the "Closing Date"). The parties may, by
37 mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The
38 Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the purchase in
39 accordance with this Agreement. If third-party financing is required by the terms of this Agreement (including
40 assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not
41 more than NA days to accommodate delays attributable solely to such third-party financing.
42 _____
43 _____

44 **POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:
45 when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; **OR**
46 upon recording of the deed or notice of purchaser's interest, **OR**
47 _____
48 Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s),
49 and Homeowner's Association facilities, if applicable.

[WR] / _____
Buyer's Initials

[KG] _____
Seller's Initials

50 **PAYMENT/RECEIPT OF EARNEST MONEY:** Buyer agrees to provide earnest money in the amount of
51 One Thousand Five Hundred U.S. Dollars (\$ 1,500.00) as evidenced by Cash;
52 **OR** Check, the receipt of which is acknowledged by the undersigned Broker/Salesperson; **OR** _____
53 _____

54
55 Cindy Waltz (406) 544-4245 _____
56 (Broker/Salesperson's Printed Name and Phone Number) (Signature of Broker/Salesperson) Cindy Waltz
57 **To be signed only if in actual receipt of cash or check**
58

59 If Buyer fails to pay the earnest money as set forth above, Buyer will be in default of this Agreement and Seller shall be
60 entitled to immediately terminate this Agreement and declare any earnest money already paid by Buyer to be forfeited.
61

62 **DEPOSIT OF EARNEST MONEY:** All parties to this transaction agree, unless otherwise provided herein, that the
63 earnest money will be deposited or delivered by the Broker/Salesperson listed above within 3 business days of
64 the date all parties have signed the Agreement or _____
65 and such funds will be held in a trust account by First American Title Co
66 _____

67 The parties agree that interest accruing on earnest money, if any, while deposited shall be payable to the holder of the
68 earnest money unless otherwise agreed herein. If interest is payable to the holder of the earnest money it is agreed
69 that sums so paid are consideration for services rendered.
70

71 The parties authorize the holder of the earnest money to forward to the closing agent, upon its request, all or any
72 portion of the earnest money required to complete the closing of the transaction.
73

74 **FINANCING CONDITIONS AND OBLIGATIONS:**

75
76 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down
77 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon
78 any contingent source of such funds unless otherwise expressly set forth herein.
79

80 **LOAN APPLICATION:** If Buyer fails to make written application for financing and pay to the lender any
81 required fees, apply for assumption of an existing loan or contract, or initiate any action required for
82 completion of a contract for deed by 5:00 pm (Mountain Time) (date) NA
83 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.
84

85 **CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have
86 been released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (Mountain Time) on
87 the date specified for each contingency, the party requesting that contingency has notified the other party or the other
88 party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the
89 other party on or before the release date that a contingency is not released, waived or satisfied, this transaction is
90 terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.
91

92 **FINANCING CONTINGENCY:**

93 This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement
94 entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this
95 Agreement is terminated and the earnest money will be refunded to the Buyer.
96

97 **APPRAISAL CONTINGENCY:**

98 Property must appraise for at least the Purchase Price **OR** at least \$ _____. If the
99 Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money
100 refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised
101 value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within
102 _____ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**
103

104 This Agreement is contingent upon the Property appraising for at least the Purchase Price **OR** at least
105 \$ _____. Release Date: _____.

106 JWR / _____
Buyer's Initials

KG
- Page 11 -
Seller's Initials

106 **TITLE CONTINGENCY:** This Agreement is contingent upon Buyer's receipt and approval (to Buyer's
107 satisfaction) of the preliminary title commitment (the "Commitment") issued for the Property. Release Date:
108 14 days from Buyer's or Buyer Broker's/Salesperson's receipt of the Commitment.
109

110 Buyer may approve the Commitment subject to the removal of specified exceptions. However, Buyer may not
111 object to the standard pre-printed exceptions (general exceptions not unique to the Property). If Buyer provides
112 Seller written objections to the Commitment prior to the release date above, Seller shall have ten (10) days from
113 receipt of those objections to satisfy said objections or propose to Buyer a plan by which the objections would be
114 satisfied within a time frame satisfactory to Buyer. If within said ten (10) day period Seller has not either satisfied
115 Buyer's objection to the Commitment or proposed to Buyer a plan by which the objections would be satisfied,
116 Buyer shall have three (3) days after expiration of said ten (10) day period to notify Seller whether Buyer desires
117 to (i) terminate this Agreement in which case the earnest money shall be returned to the Buyer or (ii) waive said
118 objections in which case this Agreement shall remain in full force and effect. The two remedies stated above shall
119 be Buyer's sole remedies if Seller and Buyer are unable to resolve Buyer's objections to the Commitment.
120

121 **PROPERTY INVESTIGATION:** This offer is contingent upon Buyer's independent investigation of the following
122 conditions relating to the Property, including but not limited to; covenants, zoning, access, easements, well
123 depths, septic and sanitation restrictions, surveys or other means of establishing the corners and boundaries,
124 special improvement districts, restrictions affecting use, special building requirements, future assessments,
125 utility hook up and installation costs, environmental hazards, airport affected area, road maintenance
126 obligations or anything else Buyer deems appropriate. Buyer agrees that any investigations or inspections
127 undertaken by Buyer or on his/her behalf shall not damage or destroy the Property, without the prior written
128 consent of Seller. Further, Buyer agrees to return the Property to its original condition and to indemnify Seller
129 from any damage or destruction to the Property caused by the Buyer's investigations or inspections, if Buyer
130 does not purchase the Property. Release Date: 12/11/2019.
131

132 **This offer is contingent upon** _____
133 _____
134 _____
135 _____
136 _____
137 _____ Release Date: _____
138

139 **This offer is contingent upon** _____
140 _____
141 _____
142 _____
143 _____
144 _____ Release Date: _____
145

146 **ADDITIONAL PROVISIONS:** _____
147 _____
148 _____
149 _____
150 _____
151 _____
152 _____
153 _____
154 _____
155 _____
156 _____
157 _____
158 _____
159 _____
160 _____
161 _____

JWR

Buyer's Initials

KG

Seller's Initials

162 **CONVEYANCE:** The Seller shall convey the real property by warranty
163 deed, free of all liens and encumbrances except those described in the title insurance commitment, as approved by
164 Buyer. The Seller shall convey the personal property by Bill of Sale.
165

166 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of
167 claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches,
168 ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the
169 Property, except: _____
170

171 Filing or transfer fees will be paid by Seller, Buyer, **OR** split equally between Buyer and Seller.
172 Documents for transfer will be prepared by First American Title Co.
173

174 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer
175 of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for
176 updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in
177 the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section
178 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.
179

180 **MINERAL RIGHTS:** "Mineral rights" as defined in this Agreement (which may be different than the definition under
181 Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or
182 all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc. lying below the surface of property.
183 These mineral rights may be separate from the rights a property owner has for the surface of a property. In some
184 cases, these mineral rights have been transferred to a party other than the property owner and as a result the
185 subsurface mineral rights have been severed from the property owner's surface rights. If the mineral rights have been
186 severed from the surface rights, the owner of the mineral rights has the right to enter the land and occupy it in order to
187 mine the minerals even though they don't own the property. The undersigned Buyer acknowledges and agrees that
188 neither the Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated by this
189 Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and that
190 neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property
191 have conducted an inspection or analysis of the mineral rights to and for the Property.
192

193 **CLOSING FEE:** The fee charged by the individual or company closing the transaction will be paid by Seller
194 Buyer Equally Shared.
195

196 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish
197 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American
198 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase
199 additional owner's title insurance coverage in the form of "Extended Coverage" or "Enhanced Coverage" for an
200 additional cost to the Buyer. It is recommended that Buyer obtain details from a title company.
201

202 **CONDITION OF TITLE:** All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to
203 closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or
204 other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the
205 preliminary title commitment approved by the Buyer.
206

207 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section
208 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the
209 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction
210 to be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified
211 intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange,
212 notwithstanding the prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and
213 Non-Assignability" section below.

JWR

Buyer's Initials

KC

Seller's Initials

214 **SPECIAL IMPROVEMENT DISTRICTS:** Special Improvement Districts (including rural SIDs), including those that
215 have been noticed to Seller by City/County but not yet spread or currently assessed, if any, will be:

- 216 paid off by Seller at closing;
- 217 assumed by Buyer at closing; **OR**
- 218 **None known**

219 All perpetual SIDS shall be assumed by Buyer.

220
221 **ASSOCIATION SPECIAL ASSESSMENTS:** Any special or non-recurring assessments of any non-governmental
222 association, including those that have been approved but not yet billed or assessed, will be:

- 223 paid off by Seller at closing;
- 224 assumed by Buyer at closing; **OR**
- 225 **None known**

226
227 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement
228 District assessments for the current tax year, as well as pre-paid rents, water and sewer system charges, heating fuel
229 and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees, if any, as
230 of the date of closing unless otherwise agreed and: _____
231 _____
232 _____
233 _____


234
235 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear
236 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property.
237 Seller will remove all personal property not included in this sale prior to closing.

238
239 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the state of Montana should be aware that some properties
240 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to
241 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an
242 owner of property, contact either your local County extension agent or Weed Control Board.
243

244 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code
245 Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of
246 Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the
247 information concerning registered offenders available to the public. If you desire further information please contact the
248 local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers
249 assigned to the area.
250

251 **BUYER'S REMEDIES:** (A) If a Seller fails to accept the offer contained in this Agreement within the time period
252 provided in the BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.
253 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction
254 anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:
255 (1) Demand immediate repayment of all monies that Buyer has paid as earnest money, and upon the return of such
256 money, the rights and duties of Buyer and Seller under this Agreement shall be terminated; **OR**
257 (2) Demand that Seller specifically perform Seller's obligation under this Agreement; **OR**
258 (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.
259

260 **SELLER'S REMEDIES:**
261 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the
262 transaction within the time period provided in this Agreement, the Seller may:
263 (1) Declare the earnest money paid by Buyer be forfeited; **OR**
264 (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; **OR**
265 (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

 / _____
Buyer's Initials

 - Page 14 -
Seller's Initials

266 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this
267 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally
268 competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership,
269 or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.
270

271 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides for the withholding of tax
272 upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount realized (usually
273 the sales price) does not exceed \$300,000 and the Buyer intends to use the property as a residence. If the Seller is
274 a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required to
275 deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal
276 Revenue Service unless the transfer of the property satisfies an exception provided for in Section 1445 of the
277 Internal Revenue Code.
278

279 **AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT:** The Agricultural Foreign Investment Disclosure Act
280 of 1978 (AFIDA) requires any foreign person who acquires or transfers any interest, other than a security interest, in
281 agricultural land to submit a report to the Secretary of Agriculture not later than 90 days after the date of the
282 acquisition or transfer. If Buyer or Seller is or may be considered a foreign person under the AFIDA they are advised
283 to consult with an appropriate professional concerning any reporting that may be required by the AFIDA.
284

285 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by
286 Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this
287 Agreement, of any and all information reasonably necessary to consummate the transaction described in this
288 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar
289 documents concerning this Property or underlying obligations pertaining thereto.
290

291 **WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement
292 attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal.
293 The emails may look legitimate but they are not. Buyer and Seller are advised **NOT** to wire any funds without
294 personally speaking with the intended recipient of the wire to confirm the routing number and the account number.
295 Buyer and Seller should **NOT** send personal information such as social security numbers, bank account numbers and
296 credit card numbers through email.
297

298 **RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property to any cause is
299 assumed by Seller through the time of closing unless otherwise specified.
300

301 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.
302

303 **BINDING EFFECT AND NON-ASSIGNABILITY:** This Agreement is binding upon the heirs, successors and assigns
304 of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's
305 express written consent.
306

307 **ATTORNEY FEES:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the
308 prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall
309 determine just.
310

311 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with this transaction is an
312 integral part of this Agreement.
313

314 **FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and, when
315 all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a
316 signature transmitted by fax or other electronic means will be enforceable against any party who executes the
317 Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree that the
318 transaction contemplated by this document may be conducted by electronic means in accordance with the Montana
319 Uniform Electronic Transaction Act.

 JWR / _____
Buyer's Initials

 KC _____
Seller's Initials

320 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments
321 signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other
322 written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the
323 Seller and Buyer.
324

325 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the earnest
326 money and things of value held by the Broker, closing agent, or any person or entity holding such money or property,
327 unless mutual written instructions are received by the holder of the earnest money and things of value, Broker or
328 closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or closing
329 agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a Court of
330 competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to advance the
331 cost and fees required for filing such action.
332

333 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):

- 334 Contingency for Sale of Buyer's Property Back-up Offer
- 335 Addendum for Additional Provisions
- 336 Water Rights Acknowledgement
- 337 _____
- 338 _____

340 **RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees identified
341 hereafter have been involved in the capacities indicated below and the parties have previously received the required
342 statutory disclosures setting forth the licensees' duties and the limits of their obligations to each party:
343

344 Shannon Hilliard of Ink Realty Group
 345 (name of licensee) (name of brokerage company)
 346
 347 53254 148 South Ave W Missoula MT 59801
 348 (licensee's Montana license number) (brokerage company address)
 349
 350 shannonhilliard5@gmail.com (406) 728-8270
 351 (licensee email address) (brokerage company phone number)
 352
 353 (406) 728-8270
 354 (licensee phone number)
 355 is acting as Seller's Agent Dual Agent Statutory Broker

357 Cindy Waltz of Ink Realty Group
 358 (name of licensee) (name of brokerage company)
 359
 360 53187 148 South Avenue West Missoula MT 59801
 361 (licensee's Montana license number) (brokerage company address)
 362
 363 cindywaltz@gmail.com 406-728-8270
 364 (licensee email address) (brokerage company phone number)
 365
 366 (406) 544-4245 (406) 544-4245
 367 (licensee phone number)
 368 is acting as Buyer's Agent Dual Agent Statutory Broker
 369 Seller's Agent (includes Seller's Sub-Agent)

JWR



Buyer's Initials

KC

Seller's Initials

370 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that he/she has examined the real and personal property,
371 that Buyer enters into this Agreement in full reliance upon his/her independent investigation and judgement, that prior
372 verbal representations by the Seller or Seller's agent or representatives do not modify or affect this Agreement, and
373 that by signing this Agreement Buyer acknowledges having read and understood this entire Agreement.
374

375 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set
376 forth in the above offer and grant to said Broker/Salesperson until (date) 10/30/2019, at 5 am pm
377 (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or
378 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller
379 has not accepted by the time specified, this offer is automatically withdrawn. I/We hereby acknowledge receipt of a
380 copy of this Agreement bearing my/our signature(s).

381  
382 _____ Date: 10/28/2019, at 7:17 PM am pm (Mountain Time)
383 Buyer's Signature

384
385 Name Printed: Jesse Reeves and/or assigns

386
387 Address: _____ State: _____ Zip: _____

388
389 _____ Date: _____, at _____ am pm (Mountain Time)
390 Buyer's Signature

391
392 Name Printed: _____

393
394 Address (if different): _____ State: _____ Zip: _____

395 **SELLER'S COMMITMENT:**

396 I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby
397 acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.
398
399

400 _____ Date: _____, at _____ am pm (Mountain Time)
401 Seller's Signature

402
403 Name Printed: Missoula Federal Credit Union

404
405 Address: _____ State: _____ Zip: _____

406
407 _____ Date: _____, at _____ am pm (Mountain Time)
408 Seller's Signature

409
410 Name Printed: _____

411
412 Address (if different): _____ State: _____ Zip: _____

413
414 Modified per the attached Counter Offer:

415  10/29/2019
416 _____ / _____
417 Seller's Initials Date Seller's Initials Date

418
419 Rejection of this offer by Seller (no counter offer is being made):

420
421 _____ / _____
422 Seller's Initials Date Seller's Initials Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except
Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

STATE OF MONTANA RAVALLI COUNTY Page: 1 of 2
DOCUMENT: 656501 DEED
RECORDED: 07/19/2012 11:53
REGINA PLETTENBERG CLERK AND RECORDER
FEE: \$24.00 BY: Kylee Olsen

Return To:

Missoula Federal Credit Union
3600 Brooks Street
Missoula, MT 59801
attn Colleen Baché

RIGHT OF FIRST REFUSAL

This Right of First Refusal is granted this 1st day of June, 2012, by Missoula Federal Credit Union, of 3600 Brooks St., Missoula, MT 59801, herein referred to as "MFCU" to Town of Stevensville, of Stevensville, Montana.

WITNESSETH:

WHEREAS, MFCU is the owner of the real property described on the attached Exhibit A; and

WHEREAS, MFCU has agreed to grant Town of Stevensville a Right of First Refusal on the above-described real property (hereinafter "Real Property"), as spelled out in further detail below.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Town of Stevensville, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. MFCU hereby agrees that, at the time it receives a bona fide offer from any person or entity to purchase all or any part of the Real Property, it shall send to Town of Stevensville a copy of said offer (including a copy of any proposed contract) and shall notify Town of Stevensville of its intention to accept said offer. Town of Stevensville shall have twenty-one (21) days from receipt of such notice to accept the terms of the offer for the same price and upon the same terms specified in that offer.

C&R Note: No Exhibit A at time of recording

RG

- 2. If Town of Stevensville shall not elect to accept the bona fide offer within the twenty-one (21) day period, MFCU then may sell the Real Property to the third-party buyer provided the sale is upon the same terms and conditions and for the price set forth in the notice and offer delivered to Town of Stevensville. In the event the third-party purchaser defaults and fee title to the real property is returned to MFCU, or its successors or assigns, this Right of First Refusal shall revive for the benefit of Town of Stevensville and shall again be in full force and effect.
- 3. This Right of First Refusal shall terminate upon the sale of the Real Property to a third party if Town of Stevensville fails to exercise its rights under the terms of this agreement, subject to the conditions noted in paragraph 2 above.

DATED the date and year first above written.

MISSOULA FEDERAL CREDIT UNION

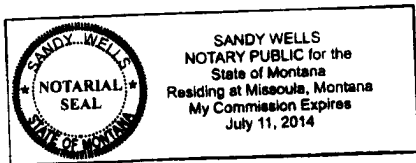
By: *Gary R Clark*
Gary R Clark, Its President/CEO

STATE OF MONTANA)
) ss.
County of Missoula)

On this 1st day of June, 2012, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Gary Clark, known to me to be the President/CEO of Missoula Federal Credit Union, and acknowledged to me that it executed the same.

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

(SEAL)



Sandy Wells
Print Name: Sandy Wells
Notary Public for the State of Montana
Residing at: Missoula
My Commission Expires: 7-11-2014

An Appraisal Report

of

**± 26.06 Acres Middle Burnt Fork Road
Stevensville, Ravalli County, Montana**

for

**Mayor Brandon Dewey
Town of Stevensville
206 Buck Street
Stevensville, MT 59870**

as of

February 22, 2019

by

**Thomas A. Faulkner
Certified General Appraiser
Creekstone Appraisal Services, Inc.
P.O. Box 9
Stevensville, MT 59870**

Table of Contents

Page #

INTRODUCTION:

Letter of Transmittal
Summary of Salient Facts and Conclusions1
Assumptions and Limiting Conditions3
Privacy Notice6
Types of Nonpublic Personal Information I Collect6
Parties to Whom I Disclose Information6
Confidentiality and Security6

DESCRIPTION, ANALYSIS, and CONCLUSION:

Record Owner and Brief Property History7
Location of the Property7
Legal Description7
Definition of an Appraisal8
Intended User of the Appraisal Report8
Intended Use of the Appraisal Report8
Scope of the Appraisal8
Purpose of Appraisal and Definition of Market Value12
Date of Valuation13
Exposure Period13
Marketing Period14
Property Rights Appraised14
Regional, City, and Neighborhood Data and Analysis15
Property Description21
Site21
Site Improvements22
Structural Improvements23
Taxes and Assessments23
Tabulation of Subject Property Taxes and Assessments23
Highest and Best Use24
Of the Land as Though Vacant24
Of the Property as Improved28

Table of Contents continued on next page

Property Valuation	29
Sales Comparison Approach	30
Last Sale of the Subject Property	30
Tabulation of Comparable Land Sales	33
Correlation and Conclusion of the Sales Comparison Approach.....	40
Reconciliation and Final Estimate of Value.....	42
Certification.....	43

ADDENDA:

- Subject Property Photographs
- Subject Property General Area Map-Comparable Land Sales Map
- Subject Property Location and Neighborhood Map
- Subject Property Site Map/Plat
- Subject Property Aerial Photograph
- FEMA Flood Map
- Water Rights Abstracts
- Appraisers' Qualifications

INTRODUCTION

March 10, 2019

Mr. Brandon Dewey
Mayor
Town of Stevensville
206 Buck Street
Stevensville, MT 59870

Re: The appraisal of the vacant land consisting of \pm 26.06 acres located on the southwest corner of Middle Burnt Fork Road and Logan Lane, Stevensville, Ravalli County, Montana.

Dear Mayor Dewey:

In accordance with your request for an Appraisal Report setting forth the market value of the property under study, I am submitting the following report containing 44 pages plus Addenda.

The value opinion reported below is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the report. I particularly call your attention to the following extraordinary assumptions and hypothetical conditions:

extraordinary assumptions: this appraisal employs no extraordinary assumptions; and

hypothetical conditions: this appraisal employs no hypothetical conditions.

Based on the information gathered, the property under study is described legally on page 7 of this report.

The property rights appraised are the unencumbered fee simple estate. I assume no responsibility for the marketability of the title.

Mayor Dewey
March 10, 2019
Page 2

To the best of my knowledge, this report is in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).

An environmental assessment of the property has not been provided and it is assumed there are no environmental concerns related to the subject. I am not qualified to detect hazardous materials or toxic waste. Any environmental risk discovered at a later date may or may not require a revised estimate of value, which may or may not simply be a reduction of the value by the estimated cost-to-cure of the environmental condition. Properties known to have environmental risk may carry a stigma in the marketplace which may or may not affect the value.

By reason of my investigations, studies, and analyses, an opinion has been formed that the market value of the subject property, as of February 22, 2019, assuming a reasonable marketing period of three to twelve months, is as follows:

Subject Property ± 26.06 acres
Two Hundred Eight Thousand Dollars
(\$208,000)

Your attention is invited to the data and discussions that follow which are the foundations of these conclusions. The information that is retained in my office files, which was used in conjunction with this Appraisal Report, can be provided to you for an additional fee.

I, the undersigned project appraiser, Thomas A. Faulkner, am current in my Continuing Education, further; I am licensed by the State of Montana as a Certified General Real Estate Appraiser. My license number is 866, expires March 31, 2020, and has never been suspended, revoked, canceled, or restricted.

Mayor Dewey
March 10, 2019
Page 3

I appreciate the opportunity to be of service to you. Please contact me if you have any questions or if I can be of further assistance.

Respectfully submitted,
Creekstone Appraisal Services, Inc.

A handwritten signature in cursive script, appearing to read "T.A. Faulkner".

Thomas A. Faulkner, Project Appraiser
Montana Certified General Real Estate Appraiser No. 866

TAF/df

Summary of Salient Facts and Conclusions

Record Owner : Missoula Federal Credit Union.

Location of Property : Southwest corner of Middle Burnt Fork Road and Logan Lane, Stevensville, Ravalli County, Montana.

Property Rights Appraised : Unencumbered fee simple estate.

Historical Use : Vacant agricultural land.

Present Use : Vacant residential/agricultural land.

Highest and Best Use

As Though Vacant : Residential/agricultural Land.

As Improved : Residential/agricultural Lane.

Date of Value : February 22, 2019.

Date(s) of Inspection : February 22, 2019.

Date of Report : March 18, 2019.

Exposure Period (Retrospective) : The estimated reasonable exposure period of the subject property is approximately three to twelve months.

Marketing Period (Prospective) : Similar to the estimate of exposure period - approximately three to twelve months.

Site : Gross land area for property includes \pm 26.06 irrigated acres.

The property is irregular in shape.

The property is currently un-zoned.

The subject property parcel is located

approximately one mile east of the Town of Stevensville at the intersection of Middle Burnt Fork Road and Logan Lane. The property can be accessed from either Middle Burnt Fork Road or Logan Lane, both of which are two lane asphalt paved roadways.

In terms of topography, the subject property is generally level to rolling with some wetland areas in the southwest portion of the property.

The property has access to electric and telephone service as well as Stevensville sewer and water service.

Site Improvements : Site improvements in this case include some perimeter fencing.

Structural Improvements : There are also some small outbuildings left on the property. However, the buildings are old and in poor condition. Consequently, it is my opinion that the buildings would be insignificant to a potential buyer and provide no contributory value to the property.

The property description section of this report provides a more detailed description of the subject property site to give the reader a much better understanding of the size and scope of the property. The addenda of this report will include a plat map and an aerial photograph of the property.

Market Value Estimate by the Sales Comparison Approach – \$208,000.

Final Conclusion of Market Value- Vacant land with ± 26.06 acres- **\$208,000.**

Assumptions and Limiting Conditions

This is to certify that I, in submitting these statements and opinion of value, acted in accordance with and was bound by the following principles, limiting conditions, and assumptions:

- This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the USPAP. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop my opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in my file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. I am not responsible for the unauthorized use of this report.
- No responsibility is assumed for matters that are legal in nature nor is any opinion rendered on title of land appraised.
- Unless otherwise noted, the property has been appraised as though free and clear of all encumbrances.
- All maps, areas, and other data furnished to me have been assumed to be correct. I have not made, or commissioned, a survey of the property.
- Neither the employment to make this appraisal nor the compensation is contingent upon the amount of valuation reported.
- I, Thomas A. Faulkner, have made a personal inspection of the property that is the subject matter of this report.
- To the best of my knowledge and belief, the statements of fact contained in this appraisal report upon which the analysis, opinions, and conclusions expressed herein are based are true and correct. Furthermore, no important facts have knowingly been withheld or overlooked.

- There shall be no obligation to give testimony or attendance in court by reason of this appraisal with reference to the property in question unless arrangements have been made previously.
- This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct and conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation.
- The liability of the appraisal firm of Creekstone Appraisal Services, Inc. and its employees are limited to the client and to the fee collected. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. I assume no responsibility for any cost incurred to discover or correct any deficiencies of any type present in the property: physically, financially, or legally.
- I have inspected as far as possible, by observation, the land. However, it was not possible to personally observe conditions beneath the soil. The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.
- It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management: neither inefficient nor super-efficient.

- Unless otherwise stated in this report, I have no knowledge concerning the presence or absence of toxic materials on the subject's site. If such are present the value of the property may be adversely affected and re-appraisal at additional cost may be necessary to estimate the effects of such.
- The appraisal is based on the premise that, there is full compliance with all applicable federal, state, and local environmental regulations, and laws unless otherwise stated in the report. Further, that all applicable zoning, building, building codes, use regulations, and restrictions of all types have been complied with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal, and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.
- I have performed no service, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the last three-year period immediately preceding acceptance of this assignment.

Neither all nor any part of the contents of this report (especially the conclusion as to the value, my identity, or the firm with which I am connected) shall be disseminated to the public through advertising media, sales media, news media, public relations media, or any other public means of communication without my prior written consent and approval.

Privacy Notice

Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic information. As a professional, I understand that privacy is very important, and I am pleased to provide this information.

Types of Nonpublic Personal Information I Collect: In the course of performing appraisals, I may collect what is known as “nonpublic personal information.” This information is used to facilitate the services that I provide and may include the information provided to me.

Parties to Whom I Disclose Information: I do not disclose any nonpublic personal information obtained in the course of my engagement with my clients to non-affiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to my employees, and in certain situations, to unrelated third-party consultants who need to know that information to assist me in providing appraisal related data. All of my employees and any third-party consultants I employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by me that is ordered by a court of competent jurisdiction with regard to a legal action.

Confidentiality and Security: I will retain records relating to professional services that I have provided for a reasonable time so that I am better able to assist you. In order to protect nonpublic personal information from unauthorized access by third parties, I maintain physical, electronic, and procedural safeguards that comply with my professional standards to insure the security and integrity of information.

Please feel free to call me at any time if you have any questions about the confidentiality of the information that you provide.

Description, Analysis, and Conclusion

Owner of Record and Brief Property History

According to the Ravalli County Clerk and Recorder, the subject property includes \pm 26.06 acres that is currently owned by Missoula Federal Credit Union. It is my understanding that the acquisition of the property is the result of foreclosure in August of 2015. The subject property is currently listed for sale at a list price of \pm \$260,600 and has been since August of 2018.

To the best of my knowledge, the property has not sold, conveyed, or otherwise changed ownership in the three years prior to the acceptance of this assignment.

Location of the Subject Property

The subject property parcel located approximately one mile east of the Town of Stevensville. More specifically, the property is situated at the southwest corner of Middle Burnt Fork Road and Logan Lane.

The location of the subject property is illustrated by a Subject Property General Area Map, a Subject Property Location and Neighborhood Map, and an aerial photograph, all in the addenda of this report.

Legal Description

The subject property is legal described as follows:

Tract 1-B of Certificate of Survey No. 691110-R

The above-described real property is being conveyed as part of a boundary relocation and the property is attaching to GRANTEE'S other adjoining Ravalli County property described as Tract 1-B, Certificate of Survey No. 691110-R: a parcel of land located in the NE $\frac{1}{4}$ of Section 35, Township 9 North, Range 20 West, Principal Meridian Montana, Ravalli County, Montana, containing 26.06 acres, more or less, being subject to all easements and rights-of-way as shown, existing or of record, and cannot be separately conveyed in any further conveyance document.

A copy of the subject property plat will be included in the addenda of this report.

Definition of an Appraisal

As recognized by the 14th Edition of the Appraisal Institute's The Appraisal of Real Estate, the following definition of an appraisal is hereby presented to aid the reader in understanding exactly what is meant by the term:

***appraisal:** the act or process of developing an opinion of value.*

Intended User of the Appraisal Report

It is my understanding that the intended user of this product is my client, Brandon Dewey, Mayor of the Town of Stevensville.

Intended Use of the Appraisal Report

The intended use of this appraisal report is to aid Mayor Dewey and the Town of Stevensville regarding a potential purchase of the subject property.

Scope of the Appraisal

General Information: The client in this assignment is Mayor Dewey and the Town of Stevensville. Regardless of who pays for this appraisal, the intended user is the client(s) only. This appraisal may not be appropriate for other users. Therefore, this appraisal may not be used for or relied on by anyone other than the stated intended user(s), regardless of the means of possession of this report, without my express written consent. I, the firm of Creekstone Appraisal Services, Inc., and related parties assume no obligation, liability, or accountability to any third party without such written consent.

The intended use of this appraisal is to aid Mayor Dewey and the Town of Stevensville regarding a potential purchase of the subject property. This appraisal and report may be inappropriate for other uses.

I have diagnosed the intended user(s) problem and have generated the following primary appraiser information as a means of assisting in its solution: an opinion of market value, the related exposure time, and the highest and best use.

The property was identified by the client providing the name of the property owner, the property address, and the general location of the site. This information was used to access the State of Montana Department of Revenue property record card (PRC).

The opinion of market value is as of the last date of inspection, February 22, 2019.

The property rights appraised are the unencumbered fee simple estate.

This appraisal is intended to conform to the supplemental standards associated with an "appraisal" as defined by the Federal Banking Regulatory Agencies.

The Cost Approach is developed by estimating the replacement cost of the improvements less accrued depreciation, and then added to the estimated land value. (not developed for this assignment)

An overall dollar per acre (\$/acre) technique is used in the Sales Comparison Approach.

A direct capitalization analysis is considered for the Income Capitalization Approach. (not developed for this assignment)

I am competent in terms of training and experience in the type of property and market area that is the subject of this appraisal, the analytical methods used, and the use(s) of the appraisal.

Much of the scope of work is discussed throughout the report (limiting conditions, general assumptions, final reconciliation, etc.).

This appraisal is intended to comply with the Uniform Standards of Professional Appraisal Practice, the Code of Professional Ethics and Standards and local State laws.

For appraisal purposes, an extraordinary assumption is defined in USPAP as follows:

***extraordinary assumption:** an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.*

No extraordinary assumptions were utilized in this appraisal.

Per the same source, a hypothetical condition is defined as:

***hypothetical condition:** that which is contrary to what exists but is supposed for the purpose of analysis.*

No hypothetical conditions were utilized in this appraisal.

Subject Property Data Gathering: The subject property's data was obtained from research, interviews, an on-site property inspection, and from plans and specifications (when available).

The State of Montana Department of Revenue supplied the property record card (PRC) for the subject property and the most recent transferring document was obtained from the Ravalli County Clerk and Recorder's Office. The zoning was obtained and checked with the Ravalli County Planning office and the information is reportedly kept current. The flood zone information was also supplied from Ravalli County Planning and confirmed with the FEMA website. The local multiple listing service (MLS) was searched for previous sales and listings of the subject property.

Market Data Gathering: The data was located through a search of the local MLS and a network of professional associates including real estate agents and brokers and other real estate appraisers. Generally speaking, the data researched is current within the past five years. This data is developed on individual data sheets and summarized in tabulations in the report.

The sales prices, dates of sale, and days on market information were found either on the MLS sheet or through the interview process. Recording documents show buyer and seller information as well as date of sale. As a non-disclosure state, actual sales price information is

not available through either the State of Montana or local counties. PRC's, the local MLS system, and office files were checked for the previous sales of the comparable sale properties.

The physical characteristics were gathered from the local MLS system, the PRC, as well as from a visual inspection taken from curbside of each comparable used in conjunction with this appraisal. In cases where the distance to, or the location of the comparable sales did not allow for personal inspection, photographs were obtained through the MLS, Realtors, other real estate appraisers, and the internet. In some cases, office files are referenced if this firm has previously appraised on the properties being considered as a comparable in this report.

Most all of the second-hand data was collaborated from at least two sources. Transfer documents, PRC's, and the local MLS were used to check completeness and consistency.

Sales Comparison Approach: Within the context of the Sales Comparison Approach, sales of similar properties were researched taking into consideration the size, availability of utilities, topography, location, access, irrigation water, utility, condition of the subject property and the limitations of the small market. The sales comparison analysis was based on local data and the unit of comparison that I considered was the overall dollars per acre (\$/acre).

The results of my research efforts culminated in seven closed land sales which were considered to be the most relevant comparable sales in the subject market. Overall, the indication of market value by this approach was felt to be reasonable and as well supported as possible with the available market data. The sale properties were analyzed and compared to the subject property, differences recognized, and adjustments made (to the extent needed and that the available data would allow).

The quality of the data available for the Sales Comparison Approach was felt to be adequate relative to the overall condition of the current real estate market throughout the market area. Ultimately, the Sales Comparison Approach is felt to be a reasonable indication of current market value for the subject property.

Cost Approach: Given that the subject property is a vacant parcel, the Cost Approach is not developed for this assignment.

Income Capitalization Approach: The Income Capitalization Approach is not developed for this assignment as the subject property is not considered an income producing property based on my highest and best use analysis and the fact that the subject is a vacant site.

Purpose of the Appraisal and Definition of Market Value

The purpose of this appraisal is to estimate the current market value of the subject property. In order to comply with Title IX of FIRREA, the federal financial institutions regulatory agencies (OCC, FRB, FDIC, OTS, and the NCUA) of the United States have adopted appraisal regulations and guidelines including the following definition of market value:

***market value:** the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.*

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994.

Date of Valuation

All values are related in time to the date of the on-site property inspection, February 22, 2019.

Exposure Period

Exposure time is always presumed to precede the effective date of the appraisal. Exposure time is defined as follows in the 4th Edition of The Dictionary of Real Estate Appraisal as published by the Appraisal Institute:

exposure time: the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions.

The typical method of estimating exposure periods is to investigate exposure periods of comparable sales. The logic being that if the sales are current and comparable, the exposure period expectation for the subject property should be within the range indicated by the comparable sales. Assuming the subject property is actively marketed, and competitively priced.

In this case, based on my sales research, which included not only those sales detailed in the Sales Comparison Approach but also numerous broker and agent interviews, recognizing the functional nature of the space and the local market for similar space in the subject neighborhood, I have concluded that a reasonable exposure period for the subject property would be approximately three to twelve months, assuming that the property would be actively marketed at a reasonable and competitive price.

Marketing Period

Unlike exposure time, the marketing time estimate is prospective in nature. In other words, how long might the subject property be on the market if it were listed for sale as of the date of appraisal. Marketing time is defined as:

***marketing time:** an opinion of the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of an appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions.*

This definition is also per the 4th Edition of The Dictionary of Real Estate Appraisal as published by the Appraisal Institute.

As I have no evidence to the contrary, my estimate of marketing time closely resembles the estimated exposure period or approximately three to twelve months, assuming that the property would be actively marketed at a reasonable and competitive price.

Property Rights Appraised

The property rights being appraised are the unencumbered fee simple estate. According to the 14th Edition of the Appraisal Institute's The Appraisal of Real Estate:

***fee simple estate:** absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*

No responsibility for the marketability of the title of the subject property in this report is assumed.

Regional, City, and Neighborhood Data and Analysis

The purpose of this section of the report is to identify the pertinent social, economic, governmental, and environmental factors that impact property value and to analyze their affect on the appraised property's current market value. This analysis begins with regional information, moves to relevant information about the city and, ultimately, the subject's neighborhood. The Appraisal Institute, through the 14th Edition of The Appraisal of Real Estate, recognizes the following definition of a neighborhood:

***neighborhood:** a group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.*

From an appraisal viewpoint, this is the area where the subject property competes with other properties and where the most comparable market data is obtained.

The other two definitions from this same source which deserve mention here are the market area and the district.

***market area:** the geographic or locational delineation of the market for a specific category of real estate, i.e., the area in which alternative, similar properties effectively compete with the subject property in the minds of probable, potential purchasers and users.*

***district:** a type of market area characterized by homogeneous land use, e.g., apartment, commercial, industrial, agricultural.*

Regional Overview: The subject property is located in Ravalli County, a part of the western Montana region. Scenic and mountainous, the region is known for its outdoor recreation opportunities, proximity to nearby National Parks, and vast federal land ownership.

Ravalli County contains ± 2,400 square miles of land, ± 9.4 square miles of water, and is

bordered to the south by Beaverhead County, to the north by Missoula County, and to the east by Granite County. The State of Idaho cover the entire western boundary of the county, all of which is in the Selway Bitterroot Wilderness Area.

Although primarily rural, the region has gained popularity and population has seen significant growth in urban and rural subdivision development, particularly since the early 1990s.

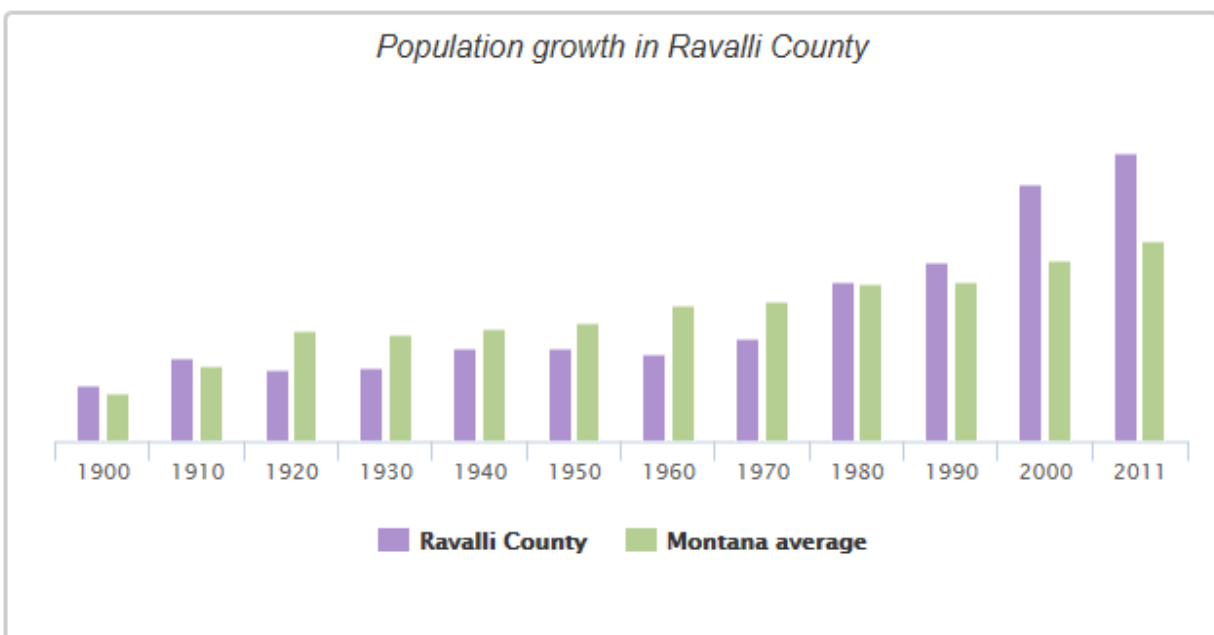
Increasing demand for property in the area has led to increases in value for nearly all types of real estate. U.S. Highway 93, county, and state roads provide access throughout the region while commercial air, truck, and rail transportation (commercial service only) are adequate.



The primary air service to the area is the Missoula County International Airport (Johnson Bell Field) is one of the busiest airports in the state and provides adequate service to the region.

The subject property is located on the east side of North First Street (Highway 93) in Hamilton along the main commercial corridor through Hamilton. Hamilton is the county seat of Ravalli County, and the largest city in the county.

Social Factors: Much of Montana’s population increase has occurred in the state’s western region, with Missoula and Missoula County among the leaders in growth.

Over the past twenty years, Ravalli County has shown exceptional growth for the period from 1990 to 2011. The following graph depicts this growth.



County population in 2014: 41,030 (15% urban, 85% rural); it was 36,070 in 2000
 County owner-occupied with a mortgage or a loan houses and condos in 2010: 8,008
 County owner-occupied free and clear houses and condos in 2010: 4,599
 County owner-occupied houses and condos in 2000: 10,815
 Renter-occupied apartments: 4,326 (it was 3,474 in 2000)
 % of renters here:  24%
 State:  32%

Source: City-Data.com

Economic Factors: Economically speaking, agriculture still makes up the bulk of the Montana economy. In western Montana, the economic landscape is changing dramatically from our timber, mining and ranching past. As traditional industries have given way to pressure from environmental groups, western Montana’s economy is relying more and more on tourism with the Bitterroot Valley offering ample opportunity for outdoor recreation through all four seasons. Since the 1980’s, the valley has been an attractive place to live for the retirement community providing the valley with an expanding population. The expanding retirement population spurred the growth of real estate development and the residential building industry. Until the recent economic downturn, this industry provided much in the way of employment both in the Bitterroot, and throughout western Montana. As is often the case with an increase in the population, commercial development has also increased within the same time frame. This is especially true in Hamilton due mainly to the fact that Hamilton is the economic center of Ravalli County as well as the county seat.

As of July 2017, per the Research and Analysis Bureau of the State of Montana, the unemployment rate for the State of Montana was ± 3.8% while that of Missoula County was slightly lower at ± 3.2%, and Ravalli County is ± 4.2 % both of which are lower than the national indicator of ± 4.3%.

The Missoula area is also a retail and wholesale center for the greater western Montana and northern Idaho regions, serving an estimated population of over ± 340,000.

The valley is also supported by various other employers such as GlaxoSmithKline, which is a pharmaceutical research and development company, and the Rocky Mountain Laboratory research facility. In addition, there are a multitude of other smaller businesses providing employment throughout the Bitterroot Valley in various other industries. As mentioned earlier, Hamilton is the economic center of Ravalli County and in turn, is where the bulk of commercial

development in the county is located, with smaller pockets of commercial development scattered around the county near some of the smaller towns such as Florence, Stevensville, Corvallis and Darby. Until the recent market correction in our region, commercial development and opportunity was relatively strong in Hamilton. In the past two years, the market seems to have stabilized from some of the steep declines we saw immediately after the real estate bubble collapse. Most economic sources both nationally and locally believe that our market is slowly recovering and will continue to do so for the next two to three years.

Governmental Factors: The State of Montana assesses an ad valorem property tax to operate public schools and other government agencies. There is also a state-levied income tax in Montana.

Environmental Factors: The City of Hamilton is situated at $\pm 3,570'$ above sea level. The average annual precipitation for the area is $\pm 13.7''$ with an average snowfall of $\pm 40''$. The climate of the county varies according to elevation but is generally characterized by relatively cold winters and warm summers with an average annual growing season of ± 137 days. The county's agricultural commodities include livestock, dairy products, small grains, and hay.

According to the 2010 census, the current population of Montana is 989,415, an increase of 9.7% from the 2000 census of 902,195, with most of the population increase taking place in Montana's larger cities. These cities include Billings, Great Falls, Bozeman, Helena, Kalispell and Missoula. The current population of Missoula County is 4,764.

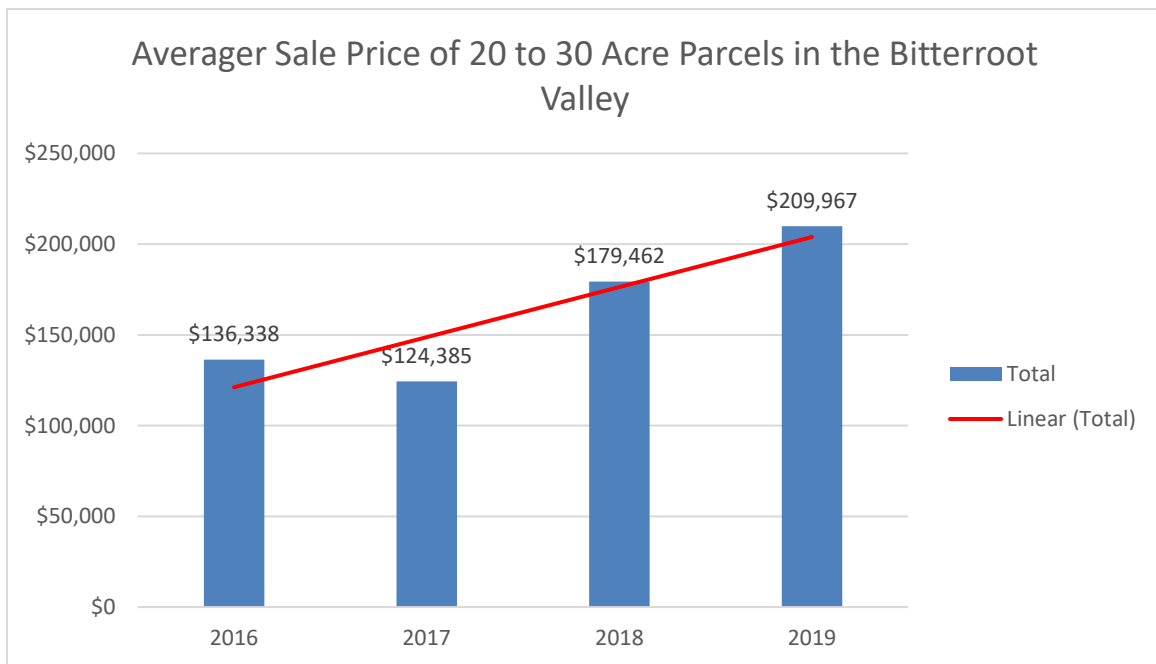
The population of the City of Hamilton, which is the county seat of Ravalli County, reflects the documented increase of both the state and county population with a total population of approximately 4,764 within the city limits, and approximately 41,373 in all of Ravalli County.

Geographically speaking, Montana has a total land area of 147,042 square miles bordering Canada to the north, Idaho to the west, North and South Dakota to the east, and Wyoming to the south. Western Montana generally consists of forested mountains and river valleys. The eastern portion of the state consists of mainly prairie, making up roughly 60% of the state of Montana.

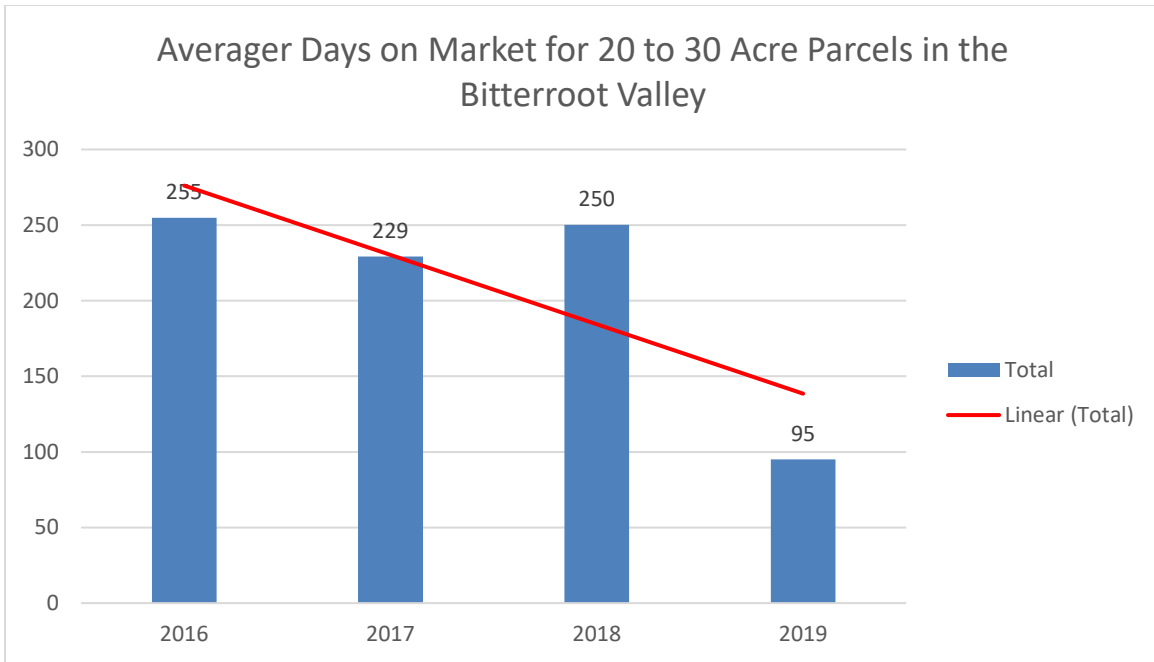
May and June are the counties wettest months after which the remaining summer months are dry with warm days and cool nights. Average summer temperatures are generally in the high 80s with occasional periods when temperatures spike into the 90s.

Major arterial roadways within the state of Montana include Interstates 90, 15, and 94, which generally provide major access to and from Montana for everything from everyday commuting to the major transport of goods and services produced by Montana’s economy. Secondly, some of Montana’s State Highways include Highway 2, 12, 83, 93 and 200 which provide more direct access to and from Montana’s smaller population areas. In Ravalli County, there are two major arterials that provide for access and transportation. These are Highway 93, and State Highway 203 otherwise known as the Eastside Highway which provides access to those parts of the county east of the Bitterroot River.

Missoula International Airport provides the closest access to major airlines in this part of the state. The city of Hamilton is serviced by a smaller municipal airport that is located approximately 1 ½ miles east of the city. The city of Stevensville also has a small municipal airport that is popular with local private aviators.



As can be seen in the above graph, the average sale price for 20 to 30 acre parcels in the subject market are currently trending upward. It is important to note that the data utilized for the graph excluded what are felt to be recreational parcels. It is also important to note that the indication for 2019 is incomplete given that the active selling season has not yet begun.



Although the above graph suggests that the average number of days on market for similar parcels is trending downward, it is important to recognize that the trend is skewed by the very limited number of sales from 2019. Consequently, it is my opinion that the trend for number of days on market may actually be trending upward, albeit only slightly. Overall, the trend appears to be relatively flat.

The graphs suggest that the average sale price is rising and the average number of days on market is relatively flat. It is important to note that the data utilized for these graphs only includes 39 sales since January of 2016. It is my opinion that the market for similar size properties is improving as the uptick in average sale price suggests, and that the improvement in the overall market is likely due to the growing economy.

Property Description

The following description of the subject property is based on my on-site property inspection and my research of the records of Ravalli County and the State of Montana Department of Revenue. Given the summary nature of this report and the number of photographs included in the addenda of this report, the following narrative description is intentionally brief.

Subject Property Site + 26.06 acres



Location: The property is located approximately one mile east of the Town of Stevensville. More specifically, the property is situated at the southwest corner of Middle Burnt Fork Road and Logan Lane.

The FEMA National Flood Hazard Map does show that a portion of the property is situated in an area with some flooding potential. As discussed previously, the site does involve some wetland area and standing water. The flood map as provided by the FEMA website is included in the addenda of this report.



The location of the subject property is illustrated by a Subject Property General Area Map, a Subject Property Location and Neighborhood Map, and an aerial photograph, all in the addenda of this report.

Size: The site consists of \pm 26.06 acres of irrigated of land.

Shape: The site is irregular in shape.

Topography: The topography of the site is generally level to gently sloped.

Access: The site has no physical address, but it can be accessed by either Middle Burnt Fork Road or Logan Lane.





Landscaping: The site is void of any landscaping and is currently vacant site. It is important to note that at some point the subject property operated as a gravel pit. The evidence of which is apparent from the aerial photograph. Although it is my understanding that the site can no longer be permitted for gravel removal, the remanence of the excavation will likely have a negative impact on both the aesthetic appeal to most potential buyers and the utility or use of the site.



Utilities: To the best of my knowledge, the subject property has access to electric and telephone service.

Adjacent Property: The subject property is bordered by private property to the north and east with the western and southern boundaries being adjacent to Gold Creek Loop and Camas Creek Loop respectively. It is worth noting that the property to the west of the subject is also encumber by a conservation easement.



Zoning: The subject property is currently outside of any formal zoning and falls under the greater Ravalli County Zoning authority. Under Ravalli County Zoning Regulations, the subject property is un-zoned.

Irrigation: The subject property includes extensive irrigation water rights. The abstract for the irrigation rights will be including in the addenda of this report.

Site Improvements: The term site improvements generally refer's to such things as landscaping, asphalt paved parking areas, fencing, etc.

Site improvements in this case are limited to the aforementioned perimeter fencing.

On the issue of soil degradation, an Environmental Site Assessment Report has not been performed. It is assumed there are no environmental concerns related to the subject property. The project appraiser is not qualified to detect hazardous materials or toxic waste. Any environmental risk discovered at a later date may or may not require a revised estimate of value, which may or may not simply be a reduction of the value based on the estimated cost-to-cure of the environmental condition discovered. Properties known to have environmental risk may carry a stigma in the marketplace, which may or may not affect the value. For more specific environmental site information, it is recommended that, at minimum, a phase one audit be completed by a qualified soils engineer.

Structural Improvements: The subject property is currently void of any structural improvements.

Taxes and Assessments

The following tabulation details the property parcel numbers, geocodes, assessed values, and current property taxes.

<u>Tabulation of Subject Property Taxes and Assessments</u>						
Parcel No.	Geocode	Address	Land Area	Improvements	Assessed Value	2018 Property Taxes
287530	13-1764-35-1-01-26-0000	None	± 26.06 acres	None	\$9,234.00	\$158.74

Retained and included in my office file is a copy of the 2018 real property tax bills.

The subject property includes extensive water rights and the abstract for each right is included in the addenda of this report.

Highest and Best Use

The following definition of highest and best use is taken from the 14th Edition of the Appraisal Institute's The Appraisal of Real Estate:

highest and best use: *the reasonably probable and legal use of vacant land or an unimproved property that is physically possible, legally permissible, appropriately supported, financially feasible, and that results in the highest value.*

Implied in this definition is the recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners.

Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use would be most "probable use." In the context of investment value, an alternative term would be most "profitable use."

Highest and Best Use of the Land as Though Vacant: In considering the highest and best use of the subject property, as though vacant and available to be developed to its highest and best use, I gave consideration to any and all uses to which the property is capable of being adapted, or developed, if vacant and unimproved.

The five categories of use recognized are residential, commercial, industrial, agricultural, and special-purpose.

The residential classification typically includes single family residences, duplexes, and four-plexes.

Commercial developments generally include such things as office buildings, retail centers, restaurants, hotels, motels, and multi-family housing developments.

The industrial classification includes such uses as manufacturing parks, warehouses, etc.

Agricultural land uses include cropland, pastureland, timberland, and orchards.

The special-purpose use refers to properties with unique design, or construction, which restricts their utility to the intended use for which they were built and generally includes such things as schools, churches, parks, museums, airports, etc.

Consideration must be given to these uses, recognizing the limitations imposed by the four generally-accepted criteria for highest and best use. These are physically possible, legally permissible, financially feasible, and maximally productive.

To elaborate on these, physically possible recognizes such factors as size, shape, area, terrain, and utilities available.

Legally permissible involves restrictions such as homeowner's associations, zoning regulations, building codes, historic district controls, and environmental regulations.

Financially feasible relates to all uses that are expected to produce a positive return.

Maximally productive relates to those uses which satisfy the other three criteria and produce the highest price or value consistent with the return expected by investors in the area.

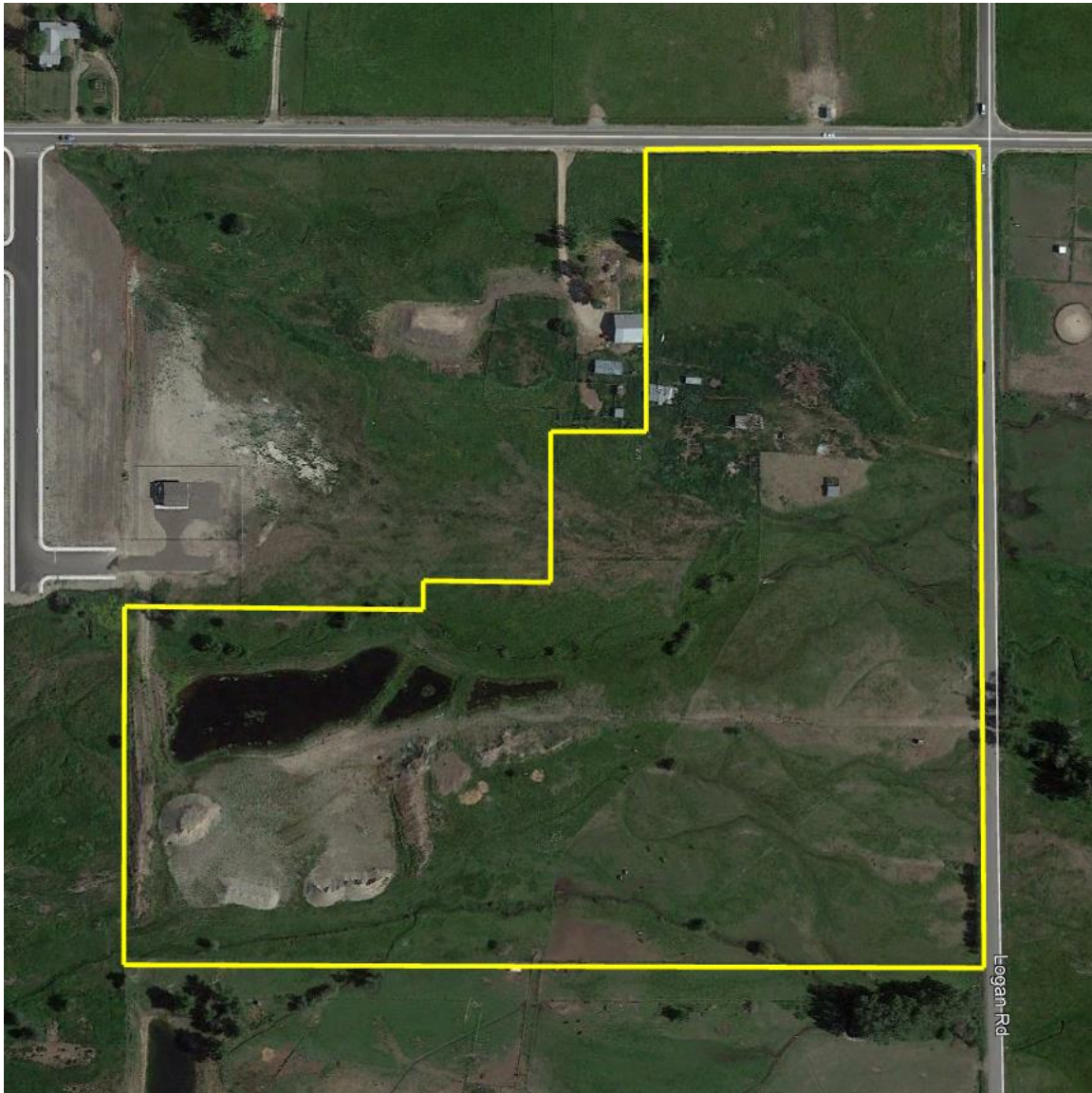
Legally Permissible: This criteria relates to zoning designations or other governmental restrictions for the site, but also recognizes any declaration of covenants, conditions, or deed restrictions. Conservation easements would be included here as legally limiting the potential development of a property.

Currently, the subject property is un-zoned being outside any formally zoned area. To the best of my knowledge, there are no other legal considerations that would limit the potential of the site, i.e., deed restrictions, easements (including conservation easements), etc.

Physically Possible: The physical features of a site which may affect the potential use(s) include, but are not limited to, location, frontage, size, shape, access, availability of utilities, easements, soils and subsoils, topography, and designated flood hazard considerations.

The subject property involves \pm 26.06 acres of irrigated land with level to gently sloping topography. The property is located approximately one mile east of the Town of Stevensville with relatively good access. The site also has access to electric and telephone with nearby public water and sewer service. Given the proximity to water and sewer service the knee jerk reaction may be that the subject site is best suited for a residential subdivision. However, the

major impediment to development for the subject site is the portions the site with standing water and areas that appear to be somewhat saturated at certain points in the year. These wet areas severely limit the utility or use of the site, especially the area at the southern portion of the site, and those areas shown in the FEMA Flood Map. The aerial photograph taken from google earth provides a fairly good representation of where these wet areas are situation and why the potential development of the site is limit.



Financially Feasible and Maximally Productive: Financial feasibility relates to the investment in the land producing a positive return to the investor, or developer. A positive return to the investment suggests a financially feasible use of the property. This may be a cash return, or a return as measured by the utility of the land to the owner.

The highest, or maximum, return on the investment indicates the maximum productivity of the property. This factor is more difficult to measure, as different investors may have differing return requirements. In the case of vacant land, this may be measured by the highest price the land will bring when exposed to the open market.

The size of the site with ± 26.06 acres, coupled with the water issues discussed previously, I believe rules out any realistic agricultural use based on what is likely to be a very limited return on investment. In the physically possible discussion, I also discussed why the water issues of the property appear to make it unlikely to have any real market appeal to an investor for a residential subdivision. It is worth noting that the water issues may very well be an appealing aspect of the property to an individual interested in building a single-family home with potential horses or a small amount of livestock. However, the remanence of the gravel pit will likely have a negative impact on the potential appeal to a buyer based on both the aesthetics and the limit to utility or use.

Conclusion: Recognizing the subject's site size with ± 26.06 acres of irrigated land, the location, the topography, the access, the shape, the demand for similar property in the area, as well as the limitation for development of the site base on the water issues discussed above, it is my opinion that the highest and best use of the property as if vacant would be for a residential use.

Highest and Best Use of the Property as Improved: The highest and best use of property, as improved, is defined in the Dictionary of Real Estate Appraisal, 4th Edition, as:

highest and best use, as improved: the use that should be made of a property as it exists. An existing property should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

Generally, the only time that the highest and best use of a property as improved will differ from that use for which the property is currently being used, is when the existing improvements no longer contribute to the overall value of the property.

In this particular case, the property is an undeveloped vacant site. That having been said, the highest and best use of the site as improved is in fact, improved with a residential use similar to other nearby developed parcels.

Property Valuation

The appraisal process is a systematic process in which the problem is defined, the work necessary to solve the problem is planned, and the data involved is acquired, classified, analyzed, and interpreted into an estimate of value.

There are three traditional, or generally-accepted, techniques used in estimating the market value of real property. These are generally referred to as the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach.

The Cost Approach is an estimation of the value of the land, as if vacant and available to be developed to its highest and best use, by market comparisons to which the depreciated, or contributory, value of the improvements is added.

The Sales Comparison Approach is a technique that produces an indication of value by a direct comparison of similar property types that have recently sold, to the subject property; appropriate adjustments for differences are made when and where necessary.

The Income Capitalization Approach produces a value indication by capitalizing the net income, or earning power, of the property by a rate reflected by market transactions or behaviors.

The three approaches to value do not necessarily apply to all types of property. A decision must be made whether a particular approach is applicable in each instance. The key to this decision is whether or not the approach is a reliable and relevant measure of value, or simply a theoretical application. These observations are particularly pertinent in the appraisal of properties in transition to a higher and better use, as well as special use properties where value-in-use is more applicable than market value.

In this case, recognizing the type of property under consideration in this appraisal assignment, I have concluded that the Sales Comparison Approach is the most pertinent to the process and will result in the most reliable measure of current market value.

Sales Comparison Approach

According to the 14th Edition of the Appraisal Institute's The Appraisal of Real Estate,

Sales Comparison Approach: *the process of deriving a value indication for the subject property by comparing similar properties that have been recently sold with the property being appraised, identifying appropriate units of comparison, and making adjustments to the sales prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The Sales Comparison Approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.*

Inherent to the Sales Comparison Approach is the Principle of Substitution. According to the 14th Edition of the Appraisal Institute's The Appraisal of Real Estate,

principle of substitution: *the appraisal principle that states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the Cost and Sales Comparison Approaches are based.*

Last Sale of the Subject Property: At this point, before discussing the comparisons and analyses of the comparable land sales, I first discuss and analyze the most recent sale of the subject property. As discussed previously, the subject property is currently owned by Missoula Federal Credit Union and has been since the property was acquired by way of foreclosure in 2015. The subject property is currently listed for sale at a price of \pm \$260,600. The property has been listed for sale with Shannon Hilliard at Ink Realty Group since August of 2018 without any serious interest which suggest the value is likely something less than \pm \$260,600.

To the best of my knowledge, the subject property has not sold, or otherwise changed ownership in the three years prior to the acceptance of this assignment.

Overall \$/acre Analysis: I will now proceed with the land sales analysis. This process involves the comparison, and adjustment for differences, of sales of similar properties. There are several ways to analyze and adjust sales. The most common and preferred method is a matched-pairs analysis, comparing one sale to another to isolate a specific adjustment factor. The two sales compared should be similar in all regards with the exception of the factor for which an adjustment is to be derived. When the sales are not truly comparable, but only similar, this analysis is often much less reliable. The more dissimilar the features between the properties, the less accurate or meaningful the analysis. With widely varying factors or properties, this comparative analysis is used to show general trends. A bracketing procedure or technique may then be used to derive an overall conclusion of value.

Bracketing is recognized as a valuation technique in contemporary appraisal texts. Overall, I am of the opinion that the bracketing technique recognizes the imperfect data found in the marketplace. The 14th Edition of the Appraisal Institute's The Appraisal of Real Estate defines bracketing as:

***bracketing:** a process in which an appraiser determines a probable range of values for a property by applying qualitative techniques of comparative analysis to a group of comparable sales. The array of comparables may be divided into three groups - those superior to the subject, those similar to the subject, and those inferior to the subject. The adjusted sale prices reflected by the sales requiring downward adjustment and those requiring upward adjustment refine the probable range of values for the subject and identify a value bracket in which the final value opinion will fall.*

Because of the many variables involved in comparing sale properties to the subject property, the importance of the appraiser's judgment and opinion becomes obvious. In other words, the sales themselves do not alone directly indicate a value for the subject property, but these sales, once totally analyzed and correlated with experience and judgment, do help me in my final value estimate.

Regarding the sales themselves and the adjustment process, it has been my experience that all sales differ somewhat from each other. To the extent possible, the differences should be recognized and adjusted for based on the data available. However, in the market it is often difficult, and sometimes impossible, to accurately isolate a given factor. In short, one very

seldom finds sale properties which are identical in all respects but one, and subsequently able to prove conclusively the value, or lack of, for any one factor due to a difference in sale price. Often, there are positive and negative factors which offset each other. Nevertheless, the differences in values are real and an attempt, based on as much fact as can be found, will be made to determine the value of these factors. Then, the appraiser may call upon his/her experience to make more subjective judgments. The following generalities are cited to acquaint the reader with a background for my reasoning and judgment to follow:

1. value increases per unit of comparison as the size of the parcel decreases;
2. value tends to decrease as distance from an urban center increases (an exception to this generalization might be certain recreational properties);
3. value tends to decrease as the topography becomes steeper, more rocky, more barren, more arid, etc.;
4. value tends to decrease as access becomes more difficult;
5. value tends to increase with amenities such as creek or lake frontage, or a good view;
and
6. value tends to increase when zoning allows greater density and/or a more optimum use of the land.

Obviously, the opposite may be said of each of these statements.

Moving on to the comparable land sales, the unit of comparison that I have employed in this analysis is the overall dollars per acre (\$/ac.), which is the product of the following calculation:

$$\frac{\text{Confirmed sales price}}{\text{Number of acres}} = \text{overall } \$/\text{acre. indication}$$

For this analysis, I searched for sales that offered similar market appeal as compared to the subject properties in terms of site size, access, zoning, location, topography, irrigation and overall utility of the site.

The following is a tabulation of the comparable land sales being considered in this analysis and for each of the sales I have calculated the overall \$/acre indication. The comparable land sales are arranged in the tabulation chronologically with the most recent sale being Land Sale No. 1.

Tabulation of Comparable Land Sales

Sale No.	Location	Sale Date	Sale Price	Zoning	Land Area	Adj. Sale Indication
LS 1.	Willoughby Road Stevensville	1/19	\$289,000	None	20.56 acres	\$14,100/ac.
LS 2.	Elk Ridge Road Hamilton	1/19	\$255,000	None	19.46 acres	\$13,104/ac.
LS 3.	441 Oertli Lane Hamilton	12/18	\$348,000	None	25.21 acres	\$13,804/ac.
LS 4.	Poppy Lane Corvallis	11/18	\$315,000	None	30.08 acres	\$10,472/ac.
LS 5.	County Road Victor	6/18	\$215,000	None	20.07 acres	\$10,713/ac.
LS 6.	South Sunset Bench Stevensville	6/18	\$145,000	None	19.69 acres	\$7,364/ac.
LS 7.	162 Nighthawk Lane Hamilton	8/17	\$225,000	None	20.04 acres	\$12,774/ac.
LS 8.	Bailey Lane Corvallis	7/17	\$225,200	None	27.21 acres	\$8,269/ac.
Low Indication			\$145,000		19.46 acres	\$7,364/ac.
High Indication			\$348,000		30.08 acres	\$14,100/ac.
Mathematical Mean			\$252,150		22.79 acres	\$11,325/ac.
Mathematical Median			\$225,200		20.07 acres	\$10,713/ac.

Several other sales and current listings have also been considered. However, those included in the tabulation were felt to be the most comparable to the subject property.

On the overall \$/acre basis, the Eight properties included in the tabulation indicated adjusted

range from \pm \$7,364/ac. to \pm \$14,100/ac. with the mean and median indications of \pm \$11,325/ac. and \pm \$10,713/ac., respectively.

Sales 5, 6, 7 and 8 were adjusted for market conditions (time) based primarily on an analysis of sale/resales of similar sized parcels in the market area. Sales 1, 2, 3 and 4 were recent enough that the adjustment is not felt to be necessary.

The sales were not adjusted for size based on the fact that locating similar sales that were identical to the subject with the exception of size proved impossible. Although there are obviously sales that are similar, these sales include a number of dissimilar aspects that make isolating size impossible. The sales were also not adjusted for differences in topography or access for the same reason.

Again, applying the bracketing technique at the end of the overall analysis of the comparable sales allows for the consideration of differences between the subject and the comparable sales that could not be adjusted for utilizing market data. As discussed at the onset of the Sales Comparison Approach, the bracketing technique is felt to be the best way to recognize the differences given the imperfect data that is available in the subject market.

The following is a brief discussion of each of the comparable sales and how they relate to the subject property.



Land Sale No. 1

Sale Price: \$289,000.

Sale Date: 1/19.

DOM: 82 days on market.

Land Area: \pm 20.56 acres.

Zoning: Un-zoned.

\$/site Indication: \$14,100/acre.

Summary: This property is located southeast of the Town of Stevensville on Willoughby Lane. The property is similar to the subject in terms of irrigation, access and topography but is felt to be superior to the subject in terms of location and utility given that the entire site is usable as compared to the subject with some portion involving limited utility due to the water issues and the negative aesthetics associated with the gravel pit. In terms of location, this sale is situated in a more private setting with much less traffic as compared to the subject. This property is also smaller than the subject with \pm 20.56 acres and the size price relationship based on economy of

scale is taken into consideration.

Overall this sale indication is considered to be superior to the subject based primarily on the above discussion as it relates to location, utility and size.

The photograph of this comparable sale is taken from the Bitterroot Valley Multiple Listing Service due to the fact that the mls. Photograph provides a better representation of the comparable sale because of current winter weather conditions.



Land Sale No. 2

Sale Price: \$255,000.

Sale Date: 1/19.

DOM: 365 Days on Market.

Land Area: ± 19.46 irrigated acres.

Zoning: Un-zoned.

\$/site Indication: \$13,104/ac.

Summary: This property is located north of Hamilton on Elk Ridge Road. The property is similar to the subject in terms of access, irrigation water and topography. However, this parcel is situated in what is felt to be a superior location. This property also includes superior utility with most of the site involving usable land as compared to the subject. Like Sale 1, this property is felt to be situate in a superior and more private setting with much less traffic and superior aesthetic appeal. Again, like Sale 1 this property is smaller than the subject with ± 19.46 acres and the size/price relationship with respect to the economy of scale is taken into consideration.

Overall this sale indication is considered to be superior to the subject based primarily on the above discussion as it relates to the location, utility, size and market appeal.

The photograph of this comparable sale is taken from the Bitterroot Valley Multiple Listing Service due to the fact that the mls. Photograph provides a better representation of the comparable sale because of current winter weather conditions.



Land Sale No. 3

Sale Price: \$348,000.

Sale Date: 12/18.

DOM: 63 Days on Market.

Land Area: ± 25.21 irrigated acres.

Zoning: Un-zoned.

\$/site Indication: \$13,804/ac.

Summary: This property is located north of Hamilton on Oertli Lane. The property is similar to the subject in terms of irrigation water, size, access and topography. The property is considered to be superior to the subject in terms of location and utility being situated in a more private setting with much more usable site area as compared to the subject and with much less traffic. Again, this parcel did not suffer the negative impact to market appeal that the subject likely will as a result of the remanence of the gravel pit.

Overall this sale indication is considered to be superior to the subject based primarily on the above discussion as it relates to the location and utility.

The photograph of this comparable sale is taken from the Bitterroot Valley Multiple Listing Service due to the fact that the mls. Photograph provides a better representation of the comparable sale because of current winter weather conditions.



Land Sale No. 4

Sale Price: \$315,000.

Sale Date: 11/18.

DOM: 204 Days on Market.

Land Area: ± 30.08 irrigated acres.

Zoning: Un-zoned.

\$/site Indication: \$10,472/ac.

Summary: This property is located northeast of Corvallis on Poppy Lane. This property is similar to the subject in terms of topography, access and irrigation water. This property is larger than the subject with ± 30.08 acres of land and the site has good utility with all of the property being usable. The location of this property is also considered to be superior to the subject being situated on a roadway with much less traffic.

Overall, this sale indication is considered to be superior to the subject property based primarily on the above discussion as it relates to the location and utility of the property.

The photograph of this comparable sale is taken from the Bitterroot Valley Multiple Listing Service due to the fact that the mls. Photograph provides a better representation of the comparable sale because of current winter weather conditions.



Land Sale No. 5

Sale Price: \$215,000.

Sale Date: 6/18.

DOM: 411 Days on Market.

Land Area: ± 20.07 irrigated acres.

Zoning: Un-zoned.

\$/site Indication: \$11,460/ac.

Summary: This property is located southwest of Victor on Country Road. The property is similar in terms of topography, irrigation water and access. However, this property is smaller than the subject with ± 20.07 acres and involves superior utility in what is felt to be a superior location in a much more private setting as it relates to traffic. This sale was adjusted upward for market condition (time) at 9% per year based on paired sales analysis. The adjusted sale price is ± \$230,000 or ± \$11,460/ac.

Overall, this sale indication is considered to be superior to the subject property based primarily on the above discussion as it relates to location, utility and size.

The photograph of this comparable sale is taken from the Bitterroot Valley Multiple Listing Service due to the fact that the mls. Photograph provides a better representation of the comparable sale because of current winter weather conditions.



Land Sale No. 6

Sale Price: \$145,000.

Sale Date: 6/18.

DOM: 340 Days on Market.

Land Area: ± 19.69 acres.

Zoning: Un-zoned.

\$/site Indication: \$7,872/ac.

Summary: This property is located on South Sunset Bench Road southeast of Stevensville. This sale is similar to the subject in terms of being a large residential building site, but the site is somewhat smaller with ± 19.69 acres and does not include irrigation water. Additionally, a large portion of this site has limited utility due to steeply sloped topography over roughly half of the property. This site is also situated at a higher elevation which can not only make access more challenging in the winter but typically involves a much more expensive well water system. The depths of wells at this elevation often adds a significant amount of expense when the property is developed for a homesite. This sale was adjusted upward for market condition (time) at 9% per year based on paired sales analysis. The adjusted sale price is ± \$155,000 or ± \$7,872/ac.

Overall this sale indication is considered to be inferior to the subject despite the smaller size based primarily on the above discussion as it relates to access, topography and the lack of irrigation water.

The photograph of this comparable sale is taken from the Bitterroot Valley Multiple Listing Service due to the fact that the mls. Photograph provides a better representation of the comparable sale because of current winter weather conditions.



Land Sale No. 7

Sale Price: \$225,000.

Sale Date: 8/17.

DOM: 28 Days on Market.

Land Area: ± 20.04 acres.

Zoning: Un-zoned.

\$/site Indication: \$12,774/ac.

Summary: This property is located west of Hamilton on Nighthawk Lane. This sale is similar to the subject in terms of access, irrigation water and topography. However, this sale is smaller than the subject with ± 20.04 acres and includes superior utility based on the fact that the entire site is usable and not limited as compared to the subject. This site is also felt to be situated in a superior location in a much more private setting as compared to the subject which is situated in a comparatively high traffic area. This sale was adjusted upward for market condition (time) at 9% per year based on paired sales analysis. The adjusted sale price is ± \$256,000 or ± \$12,774/ac.

Overall this sale indication is considered to be superior to the subject based primarily on the above discussion as it relates to site size, location and utility.

The photograph of this comparable sale is taken from the Bitterroot Valley Multiple Listing Service due to the fact that the mls. Photograph provides a better representation of the comparable sale because of current winter weather conditions.



Land Sale No. 8

Sale Price: \$225,200.

Sale Date: 7/17.

DOM: 170 Days on Market.

Land Area: ± 27.21 acres.

Zoning: Un-zoned.

\$/site Indication: \$9,261/ac.

Summary: This property is located northeast of Corvallis on Bailey Lane. This sale is similar to the subject in terms of access, irrigation water and topography. This sale is also similar to the subject in terms of site size with ± 27.21 acres. This property also includes a large portion of the site with limited utility based on water saturation similar to the subject, as well as more

sloped topography. This property is located in an area with much less traffic and for that reason is felt to be situated in a superior location. This sale was adjusted upward for market condition (time) at 9% per year based on paired sales analysis. The adjusted sale price is \pm \$252,000 or \pm \$9,261/ac.

Overall this sale indication is considered to be most similar to the subject property, albeit slightly superior based on the location.

The photograph of this comparable sale is taken from the Bitterroot Valley Multiple Listing Service due to the fact that the mls. Photograph provides a better representation of the comparable sale because of current winter weather conditions.

Correlation and Conclusion of the Sales Comparison Approach: Based on the tabulation of sales and the subsequent discussion, considering the various attributes of the subject properties as compared to the sales in the tabulation, this analysis is felt to provide a reasonable indication of market value for the subject property.

The eight comparable sales were considered to be the best available sales that were most similar to the subject property in terms of site size, irrigation water, access, topography, location, availability of utilities, and the overall utility of the sites.

It is important to note that none of the comparable sales utilized in this analysis involve the negative impact from the remanence of a gravel pit. Again, the remanence of the gravel pit will likely have a negative impact to the overall market appeal of the property based on both the aesthetics and the limit to utility or use. Although the comparable sales could not be adjusted for this difference based on the lack of similar sales involving a gravel pit, the difference is taken into consideration in the final analysis when the bracketing technique is applied.

As is often the case, finding recent sales that were most similar to the subject site in terms of size is always the most challenging aspect to the valuation of large land parcels like the subject. Sales of properties like the subject property with \pm 26.06 acres are much less common in the market given the obvious fact that there are simply far more smaller parcels which are more affordable to more buyers. Consequently, trying to adjust each sale for size differences, especially given the limited number of sales, was felt to overly complicate the analysis. Instead, applying the aforementioned bracketing technique seemed more appropriate in this instance.

Several other sales were considered but ultimately eliminated from the tabulation based on more significant differences that would have required very large adjustments that could not be

supported with market data.

As I discussed earlier in this report, the challenge in most markets throughout western Montana is finding comparable sales that are truly comparable to the subject. Again, unlike large metropolitan areas, we rarely see large subdivisions where hundreds of almost identical building sites are created. Instead, we tend to see unique properties with widely differing sizes, shapes, views, access, topography, etc. Nevertheless, the data researched and analyzed for this analysis is felt to be sufficiently similar to the subject to arrive at a reasonable conclusion of current market value, and the sales do provide enough data to then apply the aforementioned bracketing technique.

Considering such things as size, access, availability of utilities, topography, location, utility, irrigation water, etc., the discussion and analysis of the tabulated sales is felt to provide reasonable support for a \$/acre estimation of value for the subject property site of \$8,000/acre.

Final estimation of value by the Sales Comparison Approach;

Middle Burnt Fork Road with ± 26.06 acres x \$8,000/ac. = \$208,480 rounded to **\$208,000.**

Reconciliation and Final Estimate of Value

The Sales Comparison Approach has resulted in the following indications of market value for the subject property:

Sales Comparison Approach-

Subject property with \pm 26.06 acres x \$8,000/ac. = \$208,480 rounded to **\$208,000.**

Sales Comparison Approach: In my opinion, the Sales Comparison Approach to value for property similar to the subject is most indicative of current market value based on the fact that this is where the rubber meets the road in terms of the ultimate test of market value. The sales included in the analysis are felt to be the best comparable sales available from the market, taking into consideration that there are a limited number of sales that involve sites similar in terms of site size, access, topography, location, irrigation water, utility, views, etc. of the site as compared to the subject property. As I discussed previously, the most difficult challenge of real estate analysis in the subject market area is the limited number of properties that are truly similar to the subject property in all respects. That having been said, the sales data utilized is considered the best data available given the unique challenge throughout Montana in terms of finding relevant sales data. It is worth noting that the subject property has been listed for sale at a list price of \pm \$260,600 since August of 2018 and it is my understanding that the listing agent has not received any serious offers. This strongly suggest that the current list price of the property is too high and that the value is something less than the current list price.

Reconciliation: As discussed above, I typically consider the Sales Comparison Approach to be most indicative of current market value for properties like the subject based on the fact that I believe it to be the best test of true market value. The sales utilized in this appraisal were felt to provide a reasonable indication of market value with the sales data currently available in the market. The sales utilized in this analysis were similar in terms of site size, access, topography, location, irrigation water, utility, views, etc. Ultimately, these sales are felt to provide the most reasonable estimation of market value for the subject property, considering a fee simple estate, with a date of value of February 22, 2019, and a marketing period of approximately three to twelve months is estimated to be:

Subject property with \pm 26.06 acres x \$8,000/ac. = \$208,480 rounded to **\$208,000.**

Certification: I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct;
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions;
- I have no present or prospective interest in the property that is the subject of this report and have no personal interest or bias with respect to the parties involved;
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment;
- my engagement in this assignment was not contingent upon developing or reporting predetermined results;
- my compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the appraisal.
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice;
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment; and
- I have made a personal inspection of the property that is the subject of this report; and

By reason of my investigations, studies, and analyses, an opinion has been formed that the market value of the subject property as of February 22, 2019, assuming a reasonable marketing period of three to twelve months for the subject property with \pm 26.06 acres is as follows:

Subject Property \pm 26.06 acres
Two Hundred Eight Thousand Dollars
(\$208,000)



Thomas A. Faulkner, Project Appraiser
Montana Certified General Real Estate Appraiser No. 866
Creekstone Appraisal Services, Inc.

ADDENDA

Subject Property Photographs



View of the subject property looking generally southwest from northeast corner of the site.

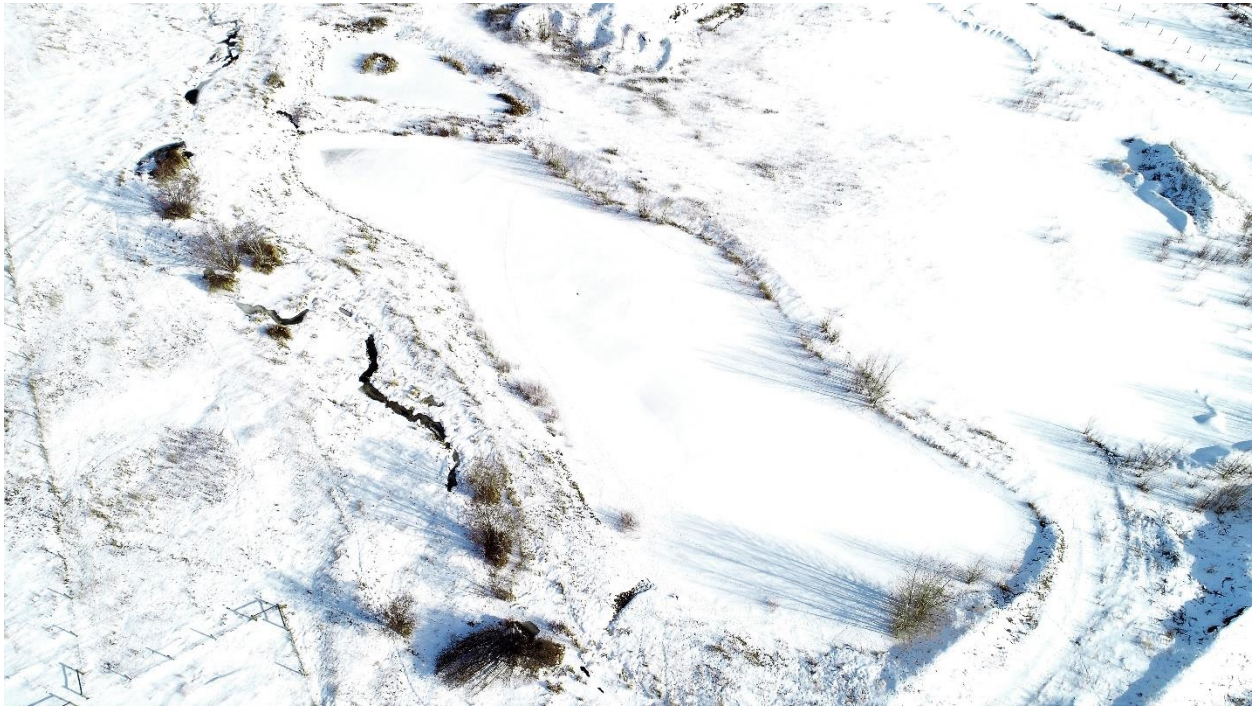


View of the subject property looking generally northeast from the southwest corner. This photograph also shows the area where the remanence of the gravel pit is situated.

Subject Property Photographs



View of the property looking generally northwest from the southeast corner.



View of the southern portion of the site with limited utility based on the standing water/wetland areas, as well as the area impacted by the gravel pit.

Subject Property Photographs

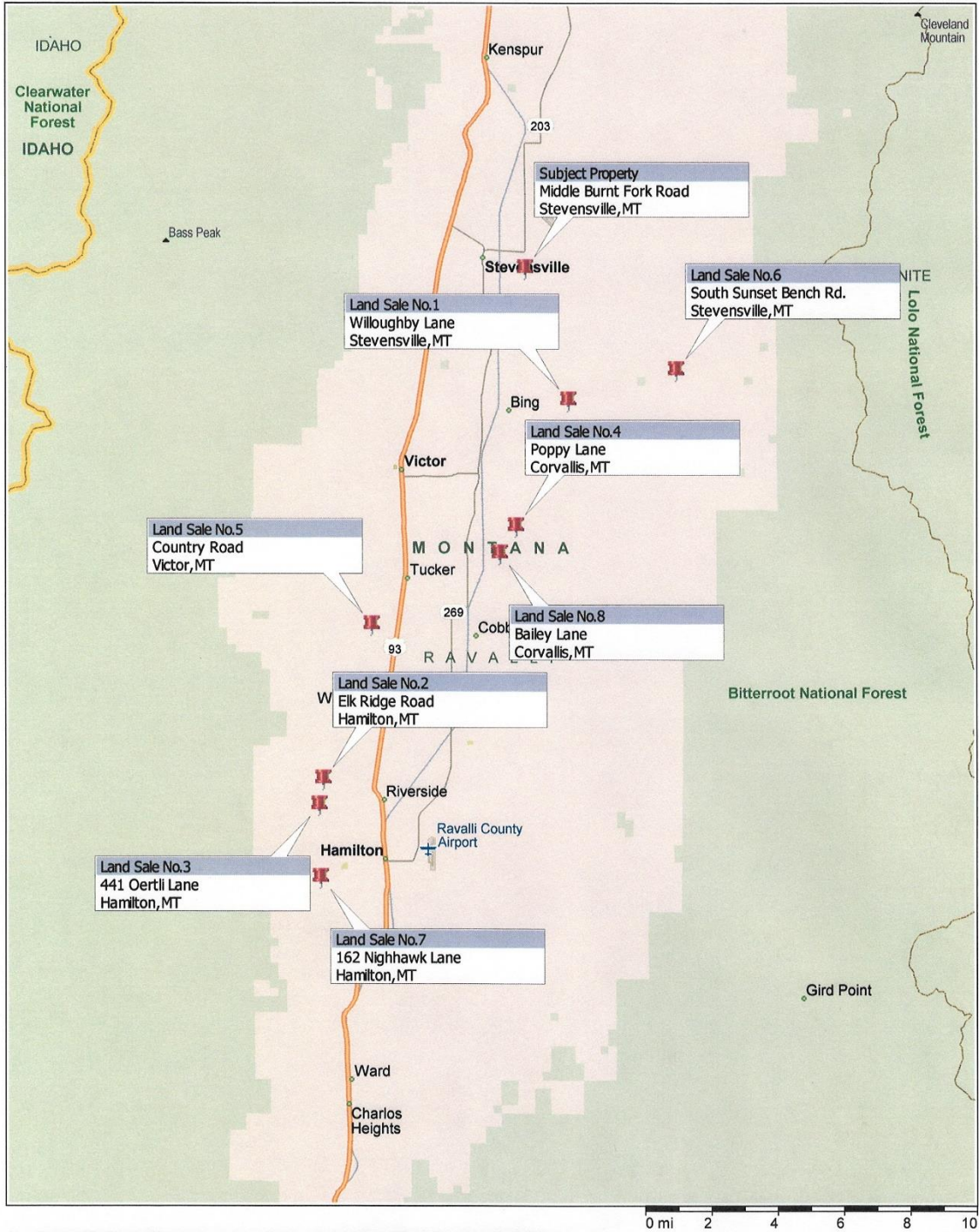


Street scene looking generally west on Middle Burnt Fork Road.



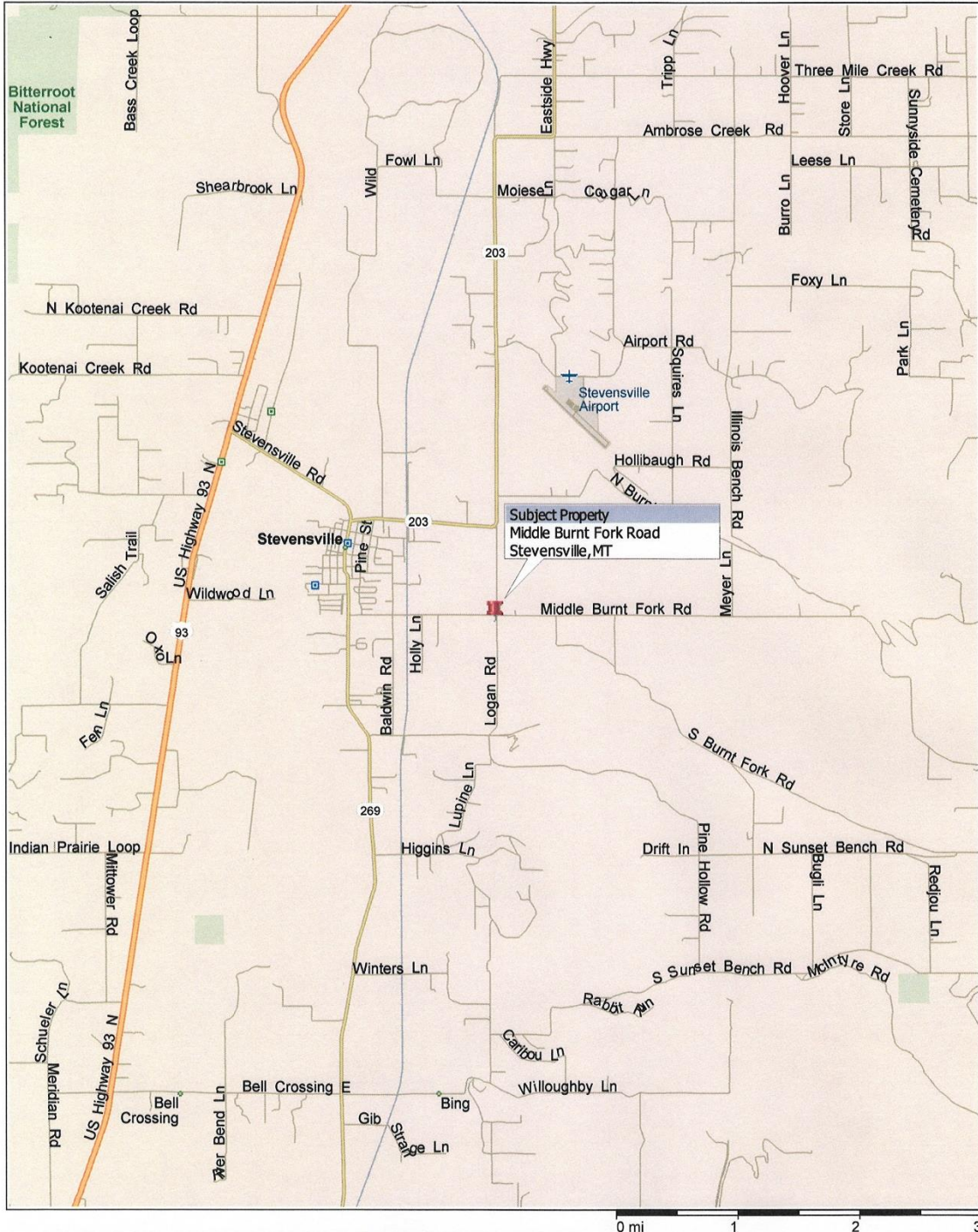
Street scene looking generally south on Logan Lane.

Subject Property General Area Map-Comparable Land Sale Map



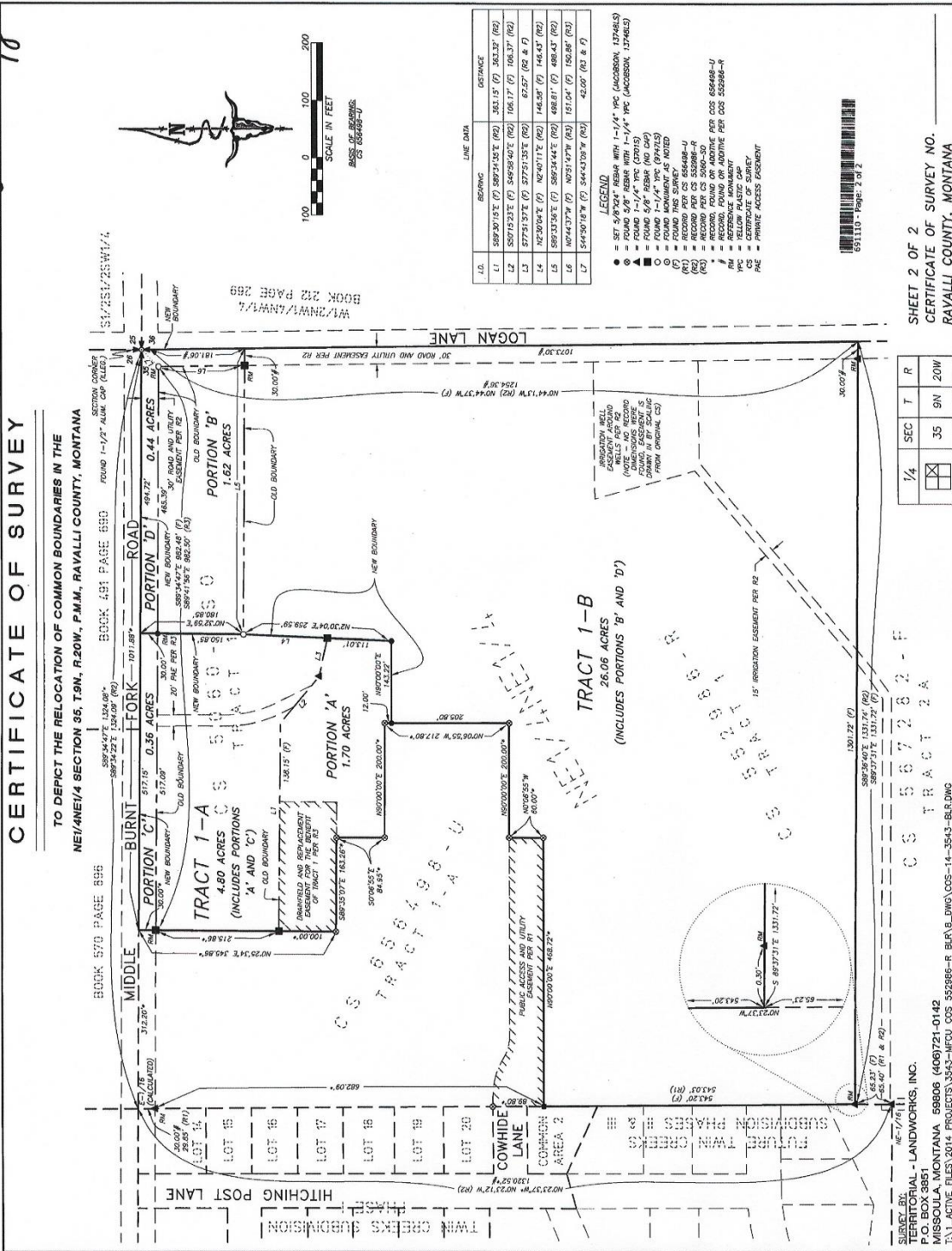
Copyright © and (P) 1988–2009 Microsoft Corporation and/or its suppliers. All rights reserved. <http://www.microsoft.com/streets/>
 Certain mapping and direction data © 2009 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2009 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2009 by Applied Geographic Systems. All rights reserved.

Subject Property Location & Neighborhood Map



Copyright © and (P) 1988–2009 Microsoft Corporation and/or its suppliers. All rights reserved. <http://www.microsoft.com/streets/>
 Certain mapping and direction data © 2009 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2009 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2009 by Applied Geographic Systems. All rights reserved.

CS 69110-R pg 2



Subject Property Plat Map



Aerial Photograph



USGS The National Map: Orthoimagery. Data refreshed October, 2017. POWERED BY **esri**

PIN

- Approximate location based on user input and does not represent an authoritative property/location
- Selected FloodMap Boundary
- Digital Data Available
- No Digital Data Available
- unmapped

MAP PANELS

- NO SCREEN
- Area of Minimal Flood Hazard Zone X
- Effective LOMRS
- Area of Undetermined Flood Hazard Zone D
- Otherwise Protected Area
- Coastal Barrier Resource System Area

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone A, V, AP9
- With BFE or Depth Regulatory Floodway Zone AE, AD, AH, VE, AR
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes, Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS OF FLOOD HAZARD

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

FEMA Flood Map

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

A version with a more recent operating authority date exists. Contact DNRC for details.

Water Right Number: 76H 131640-00 STATEMENT OF CLAIM
Version: 2 -- CHANGE AUTHORIZATION
Version Status: ACTIVE

THIS AUTHORIZATION IS LIMITED TO THE AMOUNT OF THE HISTORIC USE RECOGNIZED BY THE DEPARTMENT IN THIS PROCEEDING AS SUBJECT TO CHANGE, AND WILL THEREAFTER NOT EXCEED THAT AMOUNT. IF THE HISTORIC USE IS REDUCED UNDER ADJUDICATION PROCEEDINGS PURSUANT TO TITLE 85, CHAPTER 2, PART 2, MCA, THIS AUTHORIZATION WILL BE LIMITED TO A LESSER AMOUNT.

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

Priority Date: MAY 15, 1881

Enforceable Priority Date: MAY 15, 1881

Purpose (use): IRRIGATION
AQUIFER RECHARGE

Irrigation Type: FLOOD

Maximum Flow Rate: 392.70 GPM

Historical Flow Rate: 392.70 GPM

Maximum Volume: 265.64 AC-FT

Climatic Area: 3 - MODERATE

Historical Diverted Volume: 265.64 AC-FT

Historical Consumptive Volume: 44.43 AC-FT

Maximum Acres: 6.77

Source Name: SOUTH SWAMP CREEK
Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NWNWNW	36	9N	20W	RAVALLI

Period of Diversion: MAY 1 TO SEPTEMBER 30 **Flow Rate:** 66.50 GPM

Diversion Means: HEADGATE

2		NWNWNW	36	9N	20W	RAVALLI
---	--	--------	----	----	-----	---------

Period of Diversion: MAY 1 TO SEPTEMBER 30 **Flow Rate:** 326.20 GPM

Diversion Means: HEADGATE

DITCH NAME: HEADGATE #92A INTO THE BROWN-TANGMO-HAUPHT DITCH

Period of Use: MAY 1 to SEPTEMBER 30

Purpose (Use): IRRIGATION

Period of Use: MAY 1 to SEPTEMBER 30

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	6.77		NWNE	35	9N	20W	RAVALLI

Total: 6.77

Purpose (Use): AQUIFER RECHARGE

Period of Use: MAY 1 to SEPTEMBER 30

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SWNE	35	5N	20W	RAVALLI

Geocodes/Valid: 13-1764-35-1-01-04-0000 - Y

Remarks:

THE WATER RIGHTS LISTED FOLLOWING THIS STATEMENT ARE MULTIPLE USES OF THE SAME RIGHT. THE USE OF THIS RIGHT FOR SEVERAL PURPOSES DOES NOT INCREASE THE EXTENT OF THE WATER RIGHT. RATHER IT DECREES THE RIGHT TO ALTERNATE AND EXCHANGE THE USE (PURPOSE) OF THE WATER IN ACCORD WITH HISTORICAL PRACTICES.

131640-00 131644-00

PRIOR TO DIVERTING UNDER THIS CHANGE AUTHORIZATION THE APPLICANT(S) MUST FILE WITH THE DEPARTMENT A LEGALLY BINDING DOCUMENT (DEED, WARRANTY DEED, ETC.) EVIDENCING A CHANGE IN THE OWNERSHIP (DIVIDED INTEREST) IN WATER RIGHT NOS. 76H-131640-00, 76H-131641 AND 76H-131642 ALONG WITH THE PROPER FEES AND DEPARTMENT FORM(S).

NOTICE OF WATER RIGHT TRANSFER RECEIVED 05/01/01.

THE APPROPRIATOR SHALL INSTALL PIEZOMETERS TO MONITOR GROUNDWATER LEVELS ADJACENT TO SOUTH SWAMP CREEK AND ROBERTSON CREEK FOR FIVE YEARS. THE DEPARTMENT MUST BE NOTIFIED BY LETTER IF GROUNDWATER LEVELS RISE TO STREAMBED ELEVATIONS OF EITHER STREAM RESULTING IN GROUNDWATER DISCHARGE. THE APPROPRIATOR SHALL DESCRIBE MODIFICATIONS THEY PROPOSE TO ENSURE THAT AQUIFER RECHARGE WATER DOES NOT CONTINUE TO DISCHARGE TO EITHER STREAM.

ON A FORM PROVIDED BY THE DEPARTMENT, THE APPROPRIATOR SHALL KEEP A MONTHLY WRITTEN RECORD OF THE FLOW RATE AND VOLUME OF ALL WATER DIVERTED INTO THE RECHARGE POND. RECORDS SHALL BE SUBMITTED TO THE MISSOULA REGIONAL OFFICE BY NOVEMBER 30 OF EACH YEAR AN UPON REQUEST AT OTHER TIMES DURING THE YEAR. FAILURE TO SUBMIT REPORTS MAY BE CAUSE FOR REVOCATION OF THIS CHANGE. THE APPROPRIATOR SHALL MAINTAIN THE MEASURING DEVICE SO IT ALWAYS OPERATES PROPERLY AND MEASURES FLOW AND VOLUME ACCURATELY.

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 22515 RECEIVED 06/08/2005.

OWNERSHIP UPDATE TYPE DOR # 99522 RECEIVED 09/06/2011.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

A version with a more recent operating authority date exists. Contact DNRC for details.

Water Right Number: 76H 131641-00 STATEMENT OF CLAIM
Version: 2 -- CHANGE AUTHORIZATION
Version Status: ACTIVE

THIS AUTHORIZATION IS LIMITED TO THE AMOUNT OF THE HISTORIC USE RECOGNIZED BY THE DEPARTMENT IN THIS PROCEEDING AS SUBJECT TO CHANGE, AND WILL THEREAFTER NOT EXCEED THAT AMOUNT. IF THE HISTORIC USE IS REDUCED UNDER ADJUDICATION PROCEEDINGS PURSUANT TO TITLE 85, CHAPTER 2, PART 2, MCA, THIS AUTHORIZATION WILL BE LIMITED TO A LESSER AMOUNT.

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

Priority Date: JULY 1, 1875

Enforceable Priority Date: JULY 1, 1875

Purpose (use): IRRIGATION
AQUIFER RECHARGE

Irrigation Type: FLOOD

Maximum Flow Rate: 93.46 GPM

Historical Flow Rate: 93.46 GPM

Maximum Volume: 62.99 AC-FT

Climatic Area: 3 - MODERATE

Historical Diverted Volume: 62.99 AC-FT

Historical Consumptive Volume: 10.53 AC-FT

Maximum Acres: 6.77

Source Name: SOUTH SWAMP CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NWNWNW	36	9N	20W	RAVALLI

Period of Diversion: MAY 1 TO SEPTEMBER 30 **Flow Rate:** 15.86 GPM

Diversion Means: HEADGATE

2		NWNWNW	36	9N	20W	RAVALLI
---	--	--------	----	----	-----	---------

Period of Diversion: MAY 1 TO SEPTEMBER 30 **Flow Rate:** 77.60 GPM

Diversion Means: HEADGATE

DITCH NAME: HEADGATE #92 INTO THE BROWN-TANGMO-HAUPIT DITCH

Period of Use: MAY 1 to SEPTEMBER 30

Purpose (Use): IRRIGATION

Period of Use: MAY 1 to SEPTEMBER 30

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	6.77		NWNE	35	9N	20W	RAVALLI

Total: 6.77

Purpose (Use): AQUIFER RECHARGE

Period of Use: MAY 1 to SEPTEMBER 30

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SWNE	35	5N	20W	RAVALLI

Geocodes/Valid: 13-1764-35-1-01-04-0000 - Y

Remarks:

THE WATER RIGHTS LISTED FOLLOWING THIS STATEMENT ARE MULTIPLE USES OF THE SAME RIGHT. THE USE OF THIS RIGHT FOR SEVERAL PURPOSES DOES NOT INCREASE THE EXTENT OF THE WATER RIGHT. RATHER IT DECREES THE RIGHT TO ALTERNATE AND EXCHANGE THE USE (PURPOSE) OF THE WATER IN ACCORD WITH HISTORICAL PRACTICES.

131641-00 131645-00

PRIOR TO DIVERTING UNDER THIS CHANGE AUTHORIZATION THE APPLICANT(S) MUST FILE WITH THE DEPARTMENT A LEGALLY BINDING DOCUMENT (DEED, WARRANTY DEED, ETC.) EVIDENCING A CHANGE IN THE OWNERSHIP (DIVIDED INTEREST) IN WATER RIGHT NOS. 76H-131640-00, 76H-131641 AND 76H-131642 ALONG WITH THE PROPER FEES AND DEPARTMENT FORM(S).

NOTICE OF WATER RIGHT TRANSFER RECEIVED 05/01/01.

THE APPROPRIATOR SHALL INSTALL PIEZOMETERS TO MONITOR GROUNDWATER LEVELS ADJACENT TO SOUTH SWAMP CREEK AND ROBERTSON CREEK FOR FIVE YEARS. THE DEPARTMENT MUST BE NOTIFIED BY LETTER IF GROUNDWATER LEVELS RISE TO STREAMBED ELEVATIONS OF EITHER STREAM RESULTING IN GROUNDWATER DISCHARGE. THE APPROPRIATOR SHALL DESCRIBE MODIFICATIONS THEY PROPOSE TO ENSURE THAT AQUIFER RECHARGE WATER DOES NOT CONTINUE TO DISCHARGE TO EITHER STREAM.

ON A FORM PROVIDED BY THE DEPARTMENT, THE APPROPRIATOR SHALL KEEP A MONTHLY WRITTEN RECORD OF THE FLOW RATE AND VOLUME OF ALL WATER DIVERTED INTO THE RECHARGE POND. RECORDS SHALL BE SUBMITTED TO THE MISSOULA REGIONAL OFFICE BY NOVEMBER 30 OF EACH YEAR AN UPON REQUEST AT OTHER TIMES DURING THE YEAR. FAILURE TO SUBMIT REPORTS MAY BE CAUSE FOR REVOCATION OF THIS CHANGE. THE APPROPRIATOR SHALL MAINTAIN THE MEASURING DEVICE SO IT ALWAYS OPERATES PROPERLY AND MEASURES FLOW AND VOLUME ACCURATELY.

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 22515 RECEIVED 06/08/2005.

OWNERSHIP UPDATE TYPE DOR # 99522 RECEIVED 09/06/2011.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

A version with a more recent operating authority date exists. Contact DNRC for details.

Water Right Number: 76H 131642-00 STATEMENT OF CLAIM
Version: 2 -- CHANGE AUTHORIZATION
Version Status: ACTIVE

THIS AUTHORIZATION IS LIMITED TO THE AMOUNT OF THE HISTORIC USE RECOGNIZED BY THE DEPARTMENT IN THIS PROCEEDING AS SUBJECT TO CHANGE, AND WILL THEREAFTER NOT EXCEED THAT AMOUNT. IF THE HISTORIC USE IS REDUCED UNDER ADJUDICATION PROCEEDINGS PURSUANT TO TITLE 85, CHAPTER 2, PART 2, MCA, THIS AUTHORIZATION WILL BE LIMITED TO A LESSER AMOUNT.

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

Priority Date: JUNE 1, 1858

Enforceable Priority Date: JUNE 1, 1858

Purpose (use): IRRIGATION
AQUIFER RECHARGE

Irrigation Type: FLOOD

Maximum Flow Rate: 49.14 GPM

Historical Flow Rate: 49.14 GPM

Maximum Volume: 33.31 AC-FT

Climatic Area: 3 - MODERATE

Historical Diverted Volume: 33.31 AC-FT

Historical Consumptive Volume: 5.57 AC-FT

Maximum Acres: 6.77

Source Name: ROBERTSON CREEK
Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SWNWNW	36	9N	20W	RAVALLI

Period of Diversion: MAY 1 TO SEPTEMBER 30 **Flow Rate:** 8.34 GPM

Diversion Means: HEADGATE

2		SWNWNW	36	9N	20W	RAVALLI
---	--	--------	----	----	-----	---------

Period of Diversion: MAY 1 TO SEPTEMBER 30 **Flow Rate:** 40.80 GPM

Diversion Means: HEADGATE

DIVERSION IS HEADGATE NO. 92.

Period of Use: MAY 1 to SEPTEMBER 30

Purpose (Use): IRRIGATION

Period of Use: MAY 1 to SEPTEMBER 30

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	6.77		NWNE	35	9N	20W	RAVALLI

Total: 6.77

Purpose (Use): AQUIFER RECHARGE

Period of Use: MAY 1 to SEPTEMBER 30

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SWNE	35	9N	20W	RAVALLI

Geocodes/Valid: 13-1764-35-1-01-04-0000 - Y

Remarks:

THE WATER RIGHTS LISTED FOLLOWING THIS STATEMENT ARE MULTIPLE USES OF THE SAME RIGHT. THE USE OF THIS RIGHT FOR SEVERAL PURPOSES DOES NOT INCREASE THE EXTENT OF THE WATER RIGHT. RATHER IT DECREES THE RIGHT TO ALTERNATE AND EXCHANGE THE USE (PURPOSE) OF THE WATER IN ACCORD WITH HISTORICAL PRACTICES.

131642-00 131643-00

STARTING IN 2008, PERIOD OF DIVERSION WAS ADDED TO MOST CLAIM ABSTRACTS, INCLUDING THIS ONE.

PRIOR TO DIVERTING UNDER THIS CHANGE AUTHORIZATION THE APPLICANT(S) MUST FILE WITH THE DEPARTMENT A LEGALLY BINDING DOCUMENT (DEED, WARRANTY DEED, ETC.) EVIDENCING A CHANGE IN THE OWNERSHIP (DIVIDED INTEREST) IN WATER RIGHT NOS. 76H-131640-00, 76H-131641 AND 76H-131642 ALONG WITH THE PROPER FEES AND DEPARTMENT FORM(S).

NOTICE OF WATER RIGHT TRANSFER RECEIVED 05/01/01.

THE APPROPRIATOR SHALL INSTALL PIEZOMETERS TO MONITOR GROUNDWATER LEVELS ADJACENT TO SOUTH SWAMP CREEK AND ROBERTSON CREEK FOR FIVE YEARS. THE DEPARTMENT MUST BE NOTIFIED BY LETTER IF GROUNDWATER LEVELS RISE TO STREAMBED ELEVATIONS OF EITHER STREAM RESULTING IN GROUNDWATER DISCHARGE. THE APPROPRIATOR SHALL DESCRIBE MODIFICATIONS THEY PROPOSE TO ENSURE THAT AQUIFER RECHARGE WATER DOES NOT CONTINUE TO DISCHARGE TO EITHER STREAM.

ON A FORM PROVIDED BY THE DEPARTMENT, THE APPROPRIATOR SHALL KEEP A MONTHLY WRITTEN RECORD OF THE FLOW RATE AND VOLUME OF ALL WATER DIVERTED INTO THE RECHARGE POND. RECORDS SHALL BE SUBMITTED TO THE MISSOULA REGIONAL OFFICE BY NOVEMBER 30 OF EACH YEAR AN UPON REQUEST AT OTHER TIMES DURING THE YEAR. FAILURE TO SUBMIT REPORTS MAY BE CAUSE FOR REVOCATION OF THIS CHANGE. THE APPROPRIATOR SHALL MAINTAIN THE MEASURING DEVICE SO IT ALWAYS OPERATES PROPERLY AND MEASURES FLOW AND VOLUME ACCURATELY.

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 008 # 22515 RECEIVED 06/08/2005.

OWNERSHIP UPDATE TYPE DOR # 00522 RECEIVED 09/06/2011.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 131643-00 STATEMENT OF CLAIM
Version: 2 -- POST DECREE

Version Status: ACTIVE

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

Priority Date: JUNE 1, 1858
Enforceable Priority Date: JUNE 1, 1858

Type of Historical Right: DECREED

Purpose (use): STOCK

Maximum Flow Rate: A SPECIFIC FLOW RATE HAS NOT BEEN DECREED BECAUSE THIS USE CONSISTS OF STOCK DRINKING DIRECTLY FROM THE SOURCE, OR FROM A DITCH SYSTEM. THE FLOW RATE IS LIMITED TO THE MINIMUM AMOUNT HISTORICALLY NECESSARY TO SUSTAIN THIS PURPOSE.

Maximum Volume: THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCK WATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORICAL USE OF THE AREA SERVICED BY THIS WATER SOURCE.

Source Name: ROBERTSON CREEK
Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SWNW	36	9N	20W	RAVALLI

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: HEADGATE

Ditch Name: UNNAMED DITCH (HEADGATE 92)

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NWNE	35	9N	20W	RAVALLI

Geocodes/Valid: 13-1764-35-1-01-04-0000 - Y

Remarks:

THE WATER RIGHTS LISTED FOLLOWING THIS STATEMENT ARE MULTIPLE USES OF THE SAME RIGHT. THE USE OF THIS RIGHT FOR SEVERAL PURPOSES DOES NOT INCREASE THE EXTENT OF THE WATER RIGHT. RATHER IT DECREES THE RIGHT TO ALTERNATE AND EXCHANGE THE USE (PURPOSE) OF THE WATER IN ACCORD WITH HISTORICAL PRACTICES.

131642-00 131643-00

NOTICE OF WATER RIGHT TRANSFER RECEIVED 05/01/91.

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 22515 RECEIVED 06/08/2005.

OWNERSHIP UPDATE TYPE DOR # 99522 RECEIVED 09/06/2011.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 131644-00 STATEMENT OF CLAIM
Version: 2 -- POST DECREE

Version Status: ACTIVE

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

Priority Date: MAY 15, 1881
Enforceable Priority Date: MAY 15, 1881

Type of Historical Right: DECREED

Purpose (use): STOCK

Maximum Flow Rate: A SPECIFIC FLOW RATE HAS NOT BEEN DECREED BECAUSE THIS USE CONSISTS OF STOCK DRINKING DIRECTLY FROM THE SOURCE, OR FROM A DITCH SYSTEM. THE FLOW RATE IS LIMITED TO THE MINIMUM AMOUNT HISTORICALLY NECESSARY TO SUSTAIN THIS PURPOSE.

Maximum Volume: THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCK WATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORICAL USE OF THE AREA SERVICED BY THIS WATER SOURCE.

Source Name: SOUTH SWAMP CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SWSENE	6	8N	20W	RAVALLI

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: DITCH

2 - SECONDARY		NWNWNW	36	9N	20W	RAVALLI
---------------	--	--------	----	----	-----	---------

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: HEADGATE

ROBERTSON CREEK IS USED AS A NATURAL CARRIER TO CONVEY WATER FROM SOUTH SWAMP CREEK AT THE PRIMARY POINT OF DIVERSION, DIVERSION #1, TO THE SECONDARY POINT OF DIVERSION, DIVERSION #2, KNOWN AS HEADGATE #94 ON ROBERTSON CREEK.

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NWNE	35	9N	20W	RAVALLI

Geocodes/Valid: 13-1764-35-1-01-04-0000 - Y

Remarks:

THE WATER RIGHTS LISTED FOLLOWING THIS STATEMENT ARE MULTIPLE USES OF THE SAME RIGHT. THE USE OF THIS RIGHT FOR SEVERAL PURPOSES DOES NOT INCREASE THE EXTENT OF THE WATER RIGHT. RATHER IT DECREES THE RIGHT TO ALTERNATE AND EXCHANGE THE USE (PURPOSE) OF THE WATER IN ACCORD WITH HISTORICAL PRACTICES.

131640-00 131644-00

NOTICE OF WATER RIGHT TRANSFER RECEIVED 05/01/91.

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 22515 RECEIVED 06/08/2005.

OWNERSHIP UPDATE TYPE DOR # 99522 RECEIVED 09/06/2011.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 131645-00 STATEMENT OF CLAIM
Version: 2 -- POST DECREE

Version Status: ACTIVE

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

Priority Date: JULY 1, 1875

Enforceable Priority Date: JULY 1, 1875

Type of Historical Right: DECREED

Purpose (use): STOCK

Maximum Flow Rate: A SPECIFIC FLOW RATE HAS NOT BEEN DECREED BECAUSE THIS USE CONSISTS OF STOCK DRINKING DIRECTLY FROM THE SOURCE, OR FROM A DITCH SYSTEM. THE FLOW RATE IS LIMITED TO THE MINIMUM AMOUNT HISTORICALLY NECESSARY TO SUSTAIN THIS PURPOSE.

Maximum Volume: THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCK WATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORICAL USE OF THE AREA SERVICED BY THIS WATER SOURCE.

Source Name: SOUTH SWAMP CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SWSENE	6	8N	20W	RAVALLI

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: DITCH

2 - SECONDARY		NWNWNW	36	9N	20W	RAVALLI
---------------	--	--------	----	----	-----	---------

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: HEADGATE

ROBERTSON CREEK IS USED AS A NATURAL CARRIER TO CONVEY WATER FROM SOUTH SWAMP CREEK AT THE PRIMARY POINT OF DIVERSION, DIVERSION #1, TO THE SECONDARY POINT OF DIVERSION, DIVERSION #2, KNOWN AS HEADGATE #94 ON ROBERTSON CREEK.

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NWNE	35	9N	20W	RAVALLI

Geocodes/Valid: 13-1764-35-1-01-04-0000 - Y

Remarks:

THE WATER RIGHTS LISTED FOLLOWING THIS STATEMENT ARE MULTIPLE USES OF THE SAME RIGHT. THE USE OF THIS RIGHT FOR SEVERAL PURPOSES DOES NOT INCREASE THE EXTENT OF THE WATER RIGHT. RATHER IT DECREES THE RIGHT TO ALTERNATE AND EXCHANGE THE USE (PURPOSE) OF THE WATER IN ACCORD WITH HISTORICAL PRACTICES.

131641-00 131645-00

NOTICE OF WATER RIGHT TRANSFER RECEIVED 05/01/91.

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 22515 RECEIVED 06/08/2005.

OWNERSHIP UPDATE TYPE DOR # 99522 RECEIVED 09/06/2011.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 13417-00 PROVISIONAL PERMIT
Version: 1 -- ORIGINAL RIGHT
Version Status: ACTIVE

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

BRADLEY R WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

CHRISTA J WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

Priority Date: JUNE 14, 1977 at 05:02 P.M.
Enforceable Priority Date: JUNE 14, 1977 at 05:02 P.M.

Purpose (use): IRRIGATION
Maximum Flow Rate: 0.59 CFS
Maximum Volume: 175.00 AC-FT
Maximum Acres: 94.00

Source Name: GROUNDWATER
Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SENE	35	9N	20W	RAVALLI

Period of Diversion: APRIL 10 TO OCTOBER 1
Diversion Means: WELL
Well Depth: 52.00 FEET
Static Water Level: 3.00 FEET
Casing Diameter: 8.00 INCHES
Pump Size: 5.00 HP

2			SENE	35	9N	20W	RAVALLI
---	--	--	------	----	----	-----	---------

Period of Diversion: APRIL 10 TO OCTOBER 1
Diversion Means: WELL
Well Depth: 40.00 FEET
Static Water Level: 3.00 FEET
Casing Diameter: 8.00 INCHES
Pump Size: 5.00 HP

3			SENE	35	9N	20W	RAVALLI
---	--	--	------	----	----	-----	---------

Period of Diversion: APRIL 10 TO OCTOBER 1
Diversion Means: WELL
Well Depth: 45.00 FEET
Static Water Level: 5.00 FEET
Casing Diameter: 8.00 INCHES
Pump Size: 5.00 HP

Purpose (Use): IRRIGATION
Irrigation Type: SPRINKLER
Volume: 175.00 AC-FT
Period of Use: APRIL 10 to OCTOBER 1

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	25.00			NENE	35	9N	20W	RAVALLI
2	34.00			SWNE	35	9N	20W	RAVALLI
3	35.00			SENE	35	9N	20W	RAVALLI
Total:	94.00							

Geocodes/Valid: 13-1764-35-1-01-03-0000 - Y 13-1764-35-1-01-27-0000 - Y

Remarks:

IMPORTANT INFORMATION

THIS IRRIGATION SYSTEM CONSISTS OF THREE WELLS THAT CAN EITHER BE MANIFOLDED TOGETHER INTO ONE MAINLINE OR OPERATED INDEPENDENTLY. THE TOTAL FLOW RATE OF THE ENTIRE SYSTEM IS 283 GALLONS PER MINUTE (GPM). WELL #1 PRODUCES 86 GPM, WELL #2 PRODUCES 89 GPM, AND WELL #3 PRODUCES 88 GPM.

IMPORTANT INFORMATION

PART OF THE PLACE OF USE WAS SEVERED BY DEED OF DISTRIBUTION. SEE FILE FOR MORE INFORMATION.

REISSUED RIGHT

THIS PERMIT WAS REISSUED 05/17/85 IN LIEU OF THE RIGHT ISSUED 12/29/77. THE NUMBER OF ACRES IRRIGATED WERE CORRECTED.

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 808 # 15178 RECEIVED 07/08/2004.

OWNERSHIP UPDATE TYPE 808 # 55164 RECEIVED 03/03/2008.

OWNERSHIP UPDATE TYPE DOR # 99190 RECEIVED 09/06/2011.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 14798-00 GROUND WATER CERTIFICATE
Version: 1 -- ORIGINAL RIGHT
Version Status: ACTIVE

Owners:
MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

BROWN DOROTHY ESTATE
% BRAD WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870-6650

DIXON PROPERTIES LLC
323 MIDDLE BURNT FORK RD
STEVENSVILLE, MT 59870

Priority Date: AUGUST 24, 1977 at 02:45 P.M.
Enforceable Priority Date: AUGUST 24, 1977 at 02:45 P.M.

Purpose (use): DOMESTIC
IRRIGATION
STOCK

Maximum Flow Rate: 95.00 GPM
Maximum Volume: 63.75 AC-FT
Maximum Acres: 25.00

Source Name: GROUNDWATER
Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NENE	35		9N	20W	RAVALLI

Period of Diversion: JANUARY 1 TO DECEMBER 31
Diversion Means: WELL
Well Depth: 40.00 FEET
Static Water Level: 3.00 FEET
Casing Diameter: 6.00 INCHES

Purpose (Use): DOMESTIC
Households: 1
Volume: 1.50 AC-FT
Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NENE	35		9N	20W	RAVALLI

Purpose (Use): IRRIGATION
Volume: 60.00 AC-FT
Period of Use: APRIL 1 to OCTOBER 1

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	25.00		NENE	35		9N	20W	RAVALLI

Total: 25.00

Purpose (Use): STOCK
Volume: 2.25 AC-FT
Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NENE	35	9N	20W	RAVALLI

Geocodes/Valid: 13-1764-35-1-01-22-0000 - Y 13-1764-35-1-01-28-0000 - Y

Remarks:

OWNERSHIP UPDATE RECEIVED
OWNERSHIP UPDATE TYPE 808 # 15178 RECEIVED 07/08/2004.
OWNERSHIP UPDATE TYPE DOR # 99190 RECEIVED 09/06/2011.
OWNERSHIP UPDATE TYPE DOR # 127073 RECEIVED 12/01/2014.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 14800-00 GROUND WATER CERTIFICATE
Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

Priority Date: AUGUST 24, 1977 at 02:47 P.M.
Enforceable Priority Date: AUGUST 24, 1977 at 02:47 P.M.

Purpose (use): IRRIGATION
STOCK

Maximum Flow Rate: 89.00 GPM

Maximum Volume: 62.25 AC-FT

Maximum Acres: 25.00

Source Name: GROUNDWATER
Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NENE	35	9N	20W	RAVALLI

Period of Diversion: APRIL 1 TO OCTOBER 1
Diversion Means: WELL

Purpose (Use): IRRIGATION
Volume: 60.00 AC-FT
Period of Use: APRIL 1 to OCTOBER 1

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	25.00		NENE	35	9N	20W	RAVALLI
Total:	25.00						

Purpose (Use): STOCK
Volume: 2.25 AC-FT
Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NENE	35	9N	20W	RAVALLI

Geocodes/Valid: 13-1764-35-1-01-26-0000 - Y

Remarks:

IMPORTANT INFORMATION
WELL NO. 3

OWNERSHIP UPDATE RECEIVED
OWNERSHIP UPDATE TYPE 608 # 15178 RECEIVED 07/08/2004.
OWNERSHIP UPDATE TYPE 608 # 55164 RECEIVED 03/03/2008.
OWNERSHIP UPDATE TYPE DOR # 99745 RECEIVED 09/06/2011.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 151023-00 STATEMENT OF CLAIM
Version: 2 -- POST DECREE
Version Status: ACTIVE

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

BRADLEY R WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

CHRISTA J WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

LLP LAND INC
190 PINE HOLLOW RD
STEVENSVILLE, MT 59870

WILLIAM S SHELLENBERGER
PO BOX 937
STEVENSVILLE, MT 59870

MEGHAN E MORRIS
PO BOX 937
STEVENSVILLE, MT 59870

DIXON PROPERTIES LLC
323 MIDDLE BURNT FORK RD
STEVENSVILLE, MT 59870

STEVENSVILLE, TOWN OF
PO BOX 30
STEVENSVILLE, MT 59870

REBECCA S THOFT
1536 S BURNT FORK RD
STEVENSVILLE, MT 59870

OWNER REBECCA S THOFT RETAINED. CONTRACT FOR DEED INTEREST.

Priority Date: JUNE 1, 1858

Enforceable Priority Date: JUNE 1, 1858

Type of Historical Right: DECREED

Purpose (use): IRRIGATION

Irrigation Type: FLOOD

Maximum Flow Rate: 49.09 GPM

Maximum Volume: THE TOTAL VOLUME OF THIS WATER RIGHT SHALL NOT EXCEED THE AMOUNT PUT TO HISTORICAL AND BENEFICIAL USE.

Climatic Area: 3 - MODERATE

Maximum Acres: 120.00

Source Name: ROBERTSON CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SWN	WNW	36	9N	20W	RAVALLI

Period of Diversion: APRIL 1 TO AUGUST 20

Diversion Means: HEADGATE

Ditch Name: BROWN-TANGMO-HAUPIT DITCH (HEADGATE 92A)

2		SWN	WNW	36	9N	20W	RAVALLI
---	--	-----	-----	----	----	-----	---------

Period of Diversion: APRIL 1 TO AUGUST 20

Diversion Means: HEADGATE

Ditch Name: UNNAMED DITCH (HEADGATE 92)

Period of Use: APRIL 1 to AUGUST 20

Place of Use:							
<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	80.00		E2NE	35	9N	20W	RAVALLI
2	40.00		SWNE	35	9N	20W	RAVALLI
Total:	120.00						

Geocodes/Valid: 13-1764-35-1-01-03-0000 - Y 13-1764-35-1-01-05-0000 - Y
13-1764-35-1-01-22-0000 - Y 13-1764-35-1-01-25-0000 - Y
13-1764-35-1-01-26-0000 - Y 13-1764-35-1-01-27-0000 - Y
13-1764-35-1-01-28-0000 - Y

Remarks:

OWNERSHIP UPDATE RECEIVED
OWNERSHIP UPDATE TYPE 608 # 15178 RECEIVED 07/08/2004.
OWNERSHIP UPDATE TYPE 608 # 55164 RECEIVED 03/03/2008.
OWNERSHIP UPDATE TYPE 608 # 60833 RECEIVED 07/16/2008.
OWNERSHIP UPDATE TYPE DOR # 99190 RECEIVED 09/06/2011.
OWNERSHIP UPDATE TYPE DOR # 129965 RECEIVED 07/19/2012.
OWNERSHIP UPDATE TYPE DOR # 127073 RECEIVED 12/01/2014.
OWNERSHIP UPDATE TYPE 608 # 129506 RECEIVED 03/12/2015.
OWNERSHIP UPDATE TYPE DOR # 144520 RECEIVED 04/27/2016.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 171838-00 STATEMENT OF CLAIM
Version: 2 -- POST DECREE
Version Status: ACTIVE
Late Claim: B

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

BRADLEY R WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

CHRISTA J WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

LLP LAND INC
190 PINE HOLLOW RD
STEVENSVILLE, MT 59870

Priority Date: JULY 1, 1875
Enforceable Priority Date: JUNE 30, 1973

CLAIM FILED LATE 12/02/1982 . AS MANDATED BY SECTION 85-2-221(3), MCA, THIS CLAIM IS SUBORDINATE, AND THEREFORE JUNIOR, TO ALL INDIAN AND FEDERAL RESERVED WATER RIGHTS AND ALL VALID TIMELY FILED CLAIMS BASED ON STATE LAW.

Type of Historical Right: DECREED

Purpose (use): STOCK

Maximum Flow Rate: A SPECIFIC FLOW RATE HAS NOT BEEN DECREED BECAUSE THIS USE CONSISTS OF STOCK DRINKING DIRECTLY FROM THE SOURCE, OR FROM A DITCH SYSTEM. THE FLOW RATE IS LIMITED TO THE MINIMUM AMOUNT HISTORICALLY NECESSARY TO SUSTAIN THIS PURPOSE.

Maximum Volume: THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCK WATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORICAL USE OF THE AREA SERVICED BY THIS WATER SOURCE.

Source Name: SOUTH SWAMP CREEK
Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SWNE	35	9N	20W	RAVALLI

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: HEADGATE

Ditch Name: BROWN-LEWIS DITCH

2		NESE	35	9N	20W	RAVALLI
---	--	------	----	----	-----	---------

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: HEADGATE

3		NESNW	36	9N	20W	RAVALLI
---	--	-------	----	----	-----	---------

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: HEADGATE

Ditch Name: BROWN-TANGMO DITCH (HEADGATE 118)

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			S2NE	35	9N	20W	RAVALLI
2			N2SE	35	9N	20W	RAVALLI

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
Geocodes/Valid:							
		13-1764-35-1-01-03-0000 - Y				13-1764-35-1-01-26-0000 - Y	

Remarks:

THE WATER RIGHTS LISTED FOLLOWING THIS STATEMENT ARE MULTIPLE USES OF THE SAME RIGHT. THE USE OF THIS RIGHT FOR SEVERAL PURPOSES DOES NOT INCREASE THE EXTENT OF THE WATER RIGHT. RATHER IT DECREES THE RIGHT TO ALTERNATE AND EXCHANGE THE USE (PURPOSE) OF THE WATER IN ACCORD WITH HISTORICAL PRACTICES.

171838-00 171841-00

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 15178 RECEIVED 07/08/2004.

OWNERSHIP UPDATE TYPE 608 # 55164 RECEIVED 03/03/2008.

OWNERSHIP UPDATE TYPE 608 # 60633 RECEIVED 07/16/2008.

OWNERSHIP UPDATE TYPE DOR # 99190 RECEIVED 09/06/2011.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 171839-00 STATEMENT OF CLAIM
Version: 2 -- POST DECREE

Version Status: ACTIVE

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

BRADLEY R WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

CHRISTA J WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

LLP LAND INC
190 PINE HOLLOW RD
STEVENSVILLE, MT 59870

WILLIAM S SHELLENBERGER
PO BOX 937
STEVENSVILLE, MT 59870

MEGHAN E MORRIS
PO BOX 937
STEVENSVILLE, MT 59870

REBECCA S THOFT
1536 S BURNT FORK RD
STEVENSVILLE, MT 59870

OWNER REBECCA S THOFT RETAINED. CONTRACT FOR DEED INTEREST.

Priority Date: MAY 15, 1881

Enforceable Priority Date: MAY 15, 1881

Type of Historical Right: DECREED

Purpose (use): IRRIGATION

Irrigation Type: FLOOD

Maximum Flow Rate: 392.70 GPM

Maximum Volume: THE TOTAL VOLUME OF THIS WATER RIGHT SHALL NOT EXCEED THE AMOUNT PUT TO HISTORICAL AND BENEFICIAL USE.

Climatic Area: 3 - MODERATE

Maximum Acres: 92.00

Source Name: SOUTH SWAMP CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SWNENE	35	9N	20W	RAVALLI

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

Ditch Name: BROWN-LEWIS DITCH

2			NESENE	35	9N	20W	RAVALLI
---	--	--	--------	----	----	-----	---------

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

3			NESWNW	36	9N	20W	RAVALLI
---	--	--	--------	----	----	-----	---------

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

Ditch Name: BROWN-TANGMO DITCH (HEADGATE 118)

Period of Use: APRIL 1 to SEPTEMBER 20

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	12.00		S2	NENE 35	9N	20W	RAVALLI
2	80.00		S2	NE 35	9N	20W	RAVALLI
Total:	92.00						

Geocodes/Valid: 13-1764-35-1-01-03-0000 - Y 13-1764-35-1-01-05-0000 - Y
13-1764-35-1-01-25-0000 - Y 13-1764-35-1-01-26-0000 - Y
13-1764-35-1-01-27-0000 - Y

Remarks:

THIS IMPLIED CLAIM WAS AUTHORIZED BY THE WATER COURT BASED ON INFORMATION IN CLAIM NO. 171844-00.

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 15178 RECEIVED 07/08/2004.
OWNERSHIP UPDATE TYPE 608 # 55164 RECEIVED 03/03/2008.
OWNERSHIP UPDATE TYPE 608 # 60833 RECEIVED 07/16/2008.
OWNERSHIP UPDATE TYPE DOR # 99190 RECEIVED 09/06/2011.
OWNERSHIP UPDATE TYPE 608 # 129508 RECEIVED 03/12/2015.
OWNERSHIP UPDATE TYPE DOR # 144520 RECEIVED 04/27/2016.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 171840-00 STATEMENT OF CLAIM
Version: 2 -- POST DECREE
Version Status: ACTIVE
Late Claim: B

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

BRADLEY R WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

CHRISTA J WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

LLP LAND INC
190 PINE HOLLOW RD
STEVENSVILLE, MT 59870

WILLIAM S SHELLENBERGER
PO BOX 937
STEVENSVILLE, MT 59870

MEGHAN E MORRIS
PO BOX 937
STEVENSVILLE, MT 59870

REBECCA S THOFT
1536 S BURNT FORK RD
STEVENSVILLE, MT 59870

OWNER REBECCA S THOFT RETAINED. CONTRACT FOR DEED INTEREST.

Priority Date: JULY 15, 1882

Enforceable Priority Date: JUNE 30, 1973

CLAIM FILED LATE 12/02/1982 . AS MANDATED BY SECTION 85-2-221(3), MCA, THIS CLAIM IS SUBORDINATE, AND THEREFORE JUNIOR, TO ALL INDIAN AND FEDERAL RESERVED WATER RIGHTS AND ALL VALID TIMELY FILED CLAIMS BASED ON STATE LAW.

Type of Historical Right: DECREED

Purpose (use): IRRIGATION

Irrigation Type: FLOOD

Maximum Flow Rate: 392.70 GPM

Maximum Volume: THE TOTAL VOLUME OF THIS WATER RIGHT SHALL NOT EXCEED THE AMOUNT PUT TO HISTORICAL AND BENEFICIAL USE.

Climatic Area: 3 - MODERATE

Maximum Acres: 92.00

Source Name: SOUTH SWAMP CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SWNE	35	9N	20W	RAVALLI

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

Ditch Name: BROWN-LEWIS DITCH

2		NESE	35	9N	20W	RAVALLI
---	--	------	----	----	-----	---------

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
3		NESWNW	36	9N	20W	RAVALLI

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

Ditch Name: BROWN-TANGMO DITCH (HEADGATE 118)

Period of Use: APRIL 1 to SEPTEMBER 20

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	12.00		S2NENE	35	9N	20W	RAVALLI
2	80.00		S2NE	35	9N	20W	RAVALLI
Total:	92.00						

Geocodes/Valid: 13-1764-35-1-01-03-0000 - Y 13-1764-35-1-01-05-0000 - Y
13-1764-35-1-01-25-0000 - Y 13-1764-35-1-01-26-0000 - Y

Remarks:

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 15178 RECEIVED 07/08/2004.
OWNERSHIP UPDATE TYPE 608 # 55164 RECEIVED 03/03/2008.
OWNERSHIP UPDATE TYPE 608 # 60633 RECEIVED 07/16/2008.
OWNERSHIP UPDATE TYPE DOR # 99190 RECEIVED 09/06/2011.
OWNERSHIP UPDATE TYPE 608 # 129506 RECEIVED 03/12/2015.
OWNERSHIP UPDATE TYPE DOR # 144520 RECEIVED 04/27/2016.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 171841-00 STATEMENT OF CLAIM
Version: 2 -- POST DECREE

Version Status: ACTIVE

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

BRADLEY R WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

CHRISTA J WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

LLP LAND INC
190 PINE HOLLOW RD
STEVENSVILLE, MT 59870

WILLIAM S SHELLENBERGER
PO BOX 937
STEVENSVILLE, MT 59870

MEGHAN E MORRIS
PO BOX 937
STEVENSVILLE, MT 59870

REBECCA S THOFT
1536 S BURNT FORK RD
STEVENSVILLE, MT 59870

OWNER REBECCA S THOFT RETAINED. CONTRACT FOR DEED INTEREST.

Priority Date: JULY 1, 1875

Enforceable Priority Date: JULY 1, 1875

Type of Historical Right: DECREED

Purpose (use): IRRIGATION

Irrigation Type: FLOOD

Maximum Flow Rate: 93.50 GPM

Maximum Volume: THE TOTAL VOLUME OF THIS WATER RIGHT SHALL NOT EXCEED THE AMOUNT PUT TO HISTORICAL AND BENEFICIAL USE.

Climatic Area: 3 - MODERATE

Maximum Acres: 92.00

Source Name: SOUTH SWAMP CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SWNENE	35	9N	20W	RAVALLI

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

Ditch Name: BROWN-LEWIS DITCH

2		NESENE	35	9N	20W	RAVALLI
---	--	--------	----	----	-----	---------

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

3		NESWNW	36	9N	20W	RAVALLI
---	--	--------	----	----	-----	---------

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

Ditch Name: BROWN-TANGMO DITCH (HEADGATE 118)

Period of Use: APRIL 1 to SEPTEMBER 20

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	12.00		S2NENE	35	9N	20W	RAVALLI
2	80.00		S2NE	35	9N	20W	RAVALLI
Total:	92.00						

Geocodes/Valid: 13-1764-35-1-01-03-0000 - Y 13-1764-35-1-01-05-0000 - Y
13-1764-35-1-01-25-0000 - Y 13-1764-35-1-01-26-0000 - Y
13-1764-35-1-01-27-0000 - Y

Remarks:

THE WATER RIGHTS LISTED FOLLOWING THIS STATEMENT ARE MULTIPLE USES OF THE SAME RIGHT. THE USE OF THIS RIGHT FOR SEVERAL PURPOSES DOES NOT INCREASE THE EXTENT OF THE WATER RIGHT. RATHER IT DECREES THE RIGHT TO ALTERNATE AND EXCHANGE THE USE (PURPOSE) OF THE WATER IN ACCORD WITH HISTORICAL PRACTICES.

171838-00 171841-00

THIS IMPLIED CLAIM WAS AUTHORIZED BY THE WATER COURT BASED ON INFORMATION IN CLAIM NO. 171844-00.

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 15178 RECEIVED 07/08/2004.
OWNERSHIP UPDATE TYPE 608 # 55164 RECEIVED 03/03/2008.
OWNERSHIP UPDATE TYPE 608 # 60633 RECEIVED 07/16/2008.
OWNERSHIP UPDATE TYPE DOR # 99190 RECEIVED 09/06/2011.
OWNERSHIP UPDATE TYPE 608 # 129508 RECEIVED 03/12/2015.
OWNERSHIP UPDATE TYPE DOR # 144520 RECEIVED 04/27/2016.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 171842-00 STATEMENT OF CLAIM
Version: 2 -- POST DECREE

Version Status: ACTIVE

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

BRADLEY R WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

CHRISTA J WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

LLP LAND INC
190 PINE HOLLOW RD
STEVENSVILLE, MT 59870

WILLIAM S SHELLENBERGER
PO BOX 937
STEVENSVILLE, MT 59870

MEGHAN E MORRIS
PO BOX 937
STEVENSVILLE, MT 59870

REBECCA S THOFT
1536 S BURNT FORK RD
STEVENSVILLE, MT 59870

OWNER REBECCA S THOFT RETAINED. CONTRACT FOR DEED INTEREST.

Priority Date: JUNE 1, 1883

Enforceable Priority Date: JUNE 1, 1883

Type of Historical Right: DECREED

Purpose (use): IRRIGATION

Irrigation Type: FLOOD

Maximum Flow Rate: 420.75 GPM

Maximum Volume: THE TOTAL VOLUME OF THIS WATER RIGHT SHALL NOT EXCEED THE AMOUNT PUT TO HISTORICAL AND BENEFICIAL USE.

Climatic Area: 3 - MODERATE

Maximum Acres: 92.00

Source Name: SOUTH SWAMP CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SWNENE	35	9N	20W	RAVALLI

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

Ditch Name: BROWN-LEWIS DITCH

2			NESENE	35	9N	20W	RAVALLI
---	--	--	--------	----	----	-----	---------

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

3			NESWNW	36	9N	20W	RAVALLI
---	--	--	--------	----	----	-----	---------

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

Ditch Name: BROWN-TANGMO DITCH (HEADGATE 118)

Period of Use: APRIL 1 to SEPTEMBER 20

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	12.00		S2	NENE 35	9N	20W	RAVALLI
2	80.00		S2	NE 35	9N	20W	RAVALLI
Total:	92.00						

Geocodes/Valid: 13-1764-35-1-01-03-0000 - Y 13-1764-35-1-01-05-0000 - Y
13-1764-35-1-01-25-0000 - Y 13-1764-35-1-01-26-0000 - Y
13-1764-35-1-01-27-0000 - Y

Remarks:

THIS IMPLIED CLAIM WAS AUTHORIZED BY THE WATER COURT BASED ON INFORMATION IN CLAIM NO. 171844-00.

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 15178 RECEIVED 07/08/2004.
OWNERSHIP UPDATE TYPE 608 # 55164 RECEIVED 03/03/2008.
OWNERSHIP UPDATE TYPE 608 # 60833 RECEIVED 07/16/2008.
OWNERSHIP UPDATE TYPE DOR # 99190 RECEIVED 09/06/2011.
OWNERSHIP UPDATE TYPE 608 # 129508 RECEIVED 03/12/2015.
OWNERSHIP UPDATE TYPE DOR # 144520 RECEIVED 04/27/2016.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 171843-00 STATEMENT OF CLAIM
Version: 2 -- POST DECREE

Version Status: ACTIVE

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

BRADLEY R WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

CHRISTA J WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

LLP LAND INC
190 PINE HOLLOW RD
STEVENSVILLE, MT 59870

WILLIAM S SHELLENBERGER
PO BOX 937
STEVENSVILLE, MT 59870

MEGHAN E MORRIS
PO BOX 937
STEVENSVILLE, MT 59870

REBECCA S THOFT
1536 S BURNT FORK RD
STEVENSVILLE, MT 59870

OWNER REBECCA S THOFT RETAINED. CONTRACT FOR DEED INTEREST.

Priority Date: MAY 20, 1882

Enforceable Priority Date: MAY 20, 1882

Type of Historical Right: DECREED

Purpose (use): IRRIGATION

Irrigation Type: FLOOD

Maximum Flow Rate: 1.00 CFS

Maximum Volume: THE TOTAL VOLUME OF THIS WATER RIGHT SHALL NOT EXCEED THE AMOUNT PUT TO HISTORICAL AND BENEFICIAL USE.

Climatic Area: 3 - MODERATE

Maximum Acres: 92.00

Source Name: SOUTH SWAMP CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SW	NENE	35	9N	20W	RAVALLI

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

Ditch Name: BROWN-LEWIS DITCH

2		NE	SENE	35	9N	20W	RAVALLI
---	--	----	------	----	----	-----	---------

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

3		NE	SWNW	36	9N	20W	RAVALLI
---	--	----	------	----	----	-----	---------

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

Ditch Name: BROWN-TANGMO DITCH (HEADGATE 118)

Period of Use: APRIL 1 to SEPTEMBER 20

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>	
1	12.00		S2	NENE	35	9N	20W	RAVALLI
2	80.00		S2	NE	35	9N	20W	RAVALLI
Total:	92.00							

Geocodes/Valid: 13-1764-35-1-01-03-0000 - Y 13-1764-35-1-01-05-0000 - Y
13-1764-35-1-01-25-0000 - Y 13-1764-35-1-01-26-0000 - Y
13-1764-35-1-01-27-0000 - Y

Remarks:

THIS IMPLIED CLAIM WAS AUTHORIZED BY THE WATER COURT BASED ON INFORMATION IN CLAIM NO. 171844-00.

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 15178 RECEIVED 07/08/2004.
OWNERSHIP UPDATE TYPE 608 # 55164 RECEIVED 03/03/2008.
OWNERSHIP UPDATE TYPE 608 # 60833 RECEIVED 07/16/2008.
OWNERSHIP UPDATE TYPE DOR # 99190 RECEIVED 09/06/2011.
OWNERSHIP UPDATE TYPE 608 # 129508 RECEIVED 03/12/2015.
OWNERSHIP UPDATE TYPE DOR # 144520 RECEIVED 04/27/2016.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 171844-00 STATEMENT OF CLAIM
Version: 2 -- POST DECREE
Version Status: ACTIVE
Late Claim: B

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

BRADLEY R WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

CHRISTA J WORTMAN
3539 LOGAN LN
STEVENSVILLE, MT 59870

LLP LAND INC
190 PINE HOLLOW RD
STEVENSVILLE, MT 59870

WILLIAM S SHELLENBERGER
PO BOX 937
STEVENSVILLE, MT 59870

MEGHAN E MORRIS
PO BOX 937
STEVENSVILLE, MT 59870

REBECCA S THOFT
1536 S BURNT FORK RD
STEVENSVILLE, MT 59870

OWNER REBECCA S THOFT RETAINED. CONTRACT FOR DEED INTEREST.

Priority Date: JULY 27, 1886

Enforceable Priority Date: JUNE 30, 1973

CLAIM FILED LATE 12/02/1982 . AS MANDATED BY SECTION 85-2-221(3), MCA, THIS CLAIM IS SUBORDINATE, AND THEREFORE JUNIOR, TO ALL INDIAN AND FEDERAL RESERVED WATER RIGHTS AND ALL VALID TIMELY FILED CLAIMS BASED ON STATE LAW.

Type of Historical Right: FILED

Purpose (use): IRRIGATION

Irrigation Type: FLOOD

Maximum Flow Rate: 3.48 CFS

Maximum Volume: THE TOTAL VOLUME OF THIS WATER RIGHT SHALL NOT EXCEED THE AMOUNT PUT TO HISTORICAL AND BENEFICIAL USE.

Climatic Area: 3 - MODERATE

Maximum Acres: 92.00

Source Name: SOUTH SWAMP CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SWNE	35	9N	20W	RAVALLI

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

Ditch Name: BROWN-LEWIS DITCH

2		NESE	35	9N	20W	RAVALLI
---	--	------	----	----	-----	---------

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
3		NESWNW	36	9N	20W	RAVALLI

Period of Diversion: APRIL 1 TO SEPTEMBER 20

Diversion Means: HEADGATE

Ditch Name: BROWN-TANGMO DITCH (HEADGATE 118)

Period of Use: APRIL 1 to SEPTEMBER 20

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	12.00		S2NENE	35	9N	20W	RAVALLI
2	80.00		S2NE	35	9N	20W	RAVALLI
Total:	92.00						

Geocodes/Valid: 13-1764-35-1-01-03-0000 - Y 13-1764-35-1-01-05-0000 - Y
13-1764-35-1-01-25-0000 - Y 13-1764-35-1-01-26-0000 - Y
13-1764-35-1-01-27-0000 - Y

Remarks:

THE IMPLIED CLAIMS LISTED FOLLOWING THIS STATEMENT WERE AUTHORIZED AND GENERATED BASED ON INFORMATION IN THIS CLAIM. 171839-00, 171841-00, 171842-00, 171843-00.

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 15178 RECEIVED 07/08/2004.
OWNERSHIP UPDATE TYPE 608 # 55164 RECEIVED 03/03/2008.
OWNERSHIP UPDATE TYPE 608 # 60633 RECEIVED 07/16/2008.
OWNERSHIP UPDATE TYPE DOR # 99190 RECEIVED 09/06/2011.
OWNERSHIP UPDATE TYPE 608 # 129506 RECEIVED 03/12/2015.
OWNERSHIP UPDATE TYPE DOR # 144520 RECEIVED 04/27/2016.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 30045077 GROUND WATER CERTIFICATE
Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

Priority Date: FEBRUARY 5, 2009 at 10:45 A.M.

Enforceable Priority Date: FEBRUARY 5, 2009 at 10:45 A.M.

Purpose (use): LAWN AND GARDEN

Maximum Flow Rate: 35.00 GPM

Maximum Volume: 3.75 AC-FT

Maximum Acres: 1.50

Source Name: GROUNDWATER

Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NESWSW	32		13N	19W	MISSOULA

Period of Diversion: MARCH 1 TO NOVEMBER 1

Diversion Means: WELL

Subdivision: RM COBBAN ORCHARD HOMES TRACT/LOT: 84

Well Location: 3600 BROOKS ST

Purpose (Use): LAWN AND GARDEN

Volume: 3.75 AC-FT

Period of Use: MARCH 1 to NOVEMBER 1

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NESWSW	32		13N	19W	MISSOULA

Subdivision: RM COBBAN ORCHARD HOMES TRACT/LOT 84

Geocodes/Valid: 04-2200-32-3-12-75-0000 - Y

Remarks:

IMPORTANT INFORMATION

LEGAL DESCRIPTION: TR 2 C.O.S.#1447, LOT 84 RM COBBAN ORCHARD HOMES & TR A C.O.S.#4361

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 30046166 PROVISIONAL PERMIT
Version: 1 -- ORIGINAL RIGHT
Version Status: ACTIVE

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

Priority Date: JUNE 10, 2009 at 12:02 P.M.
Enforceable Priority Date: JUNE 10, 2009 at 12:02 P.M.

Purpose (use): GEOTHERMAL
Maximum Flow Rate: 335.00 GPM
Maximum Volume: 59.00 AC-FT

Source Name: GROUNDWATER
Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NESWSW	32		13N	19W	MISSOULA

Period of Diversion: MARCH 1 TO OCTOBER 31 **Flow Rate:** 335.00 GPM
Diversion Means: WELL
Well Depth: 116.00 FEET
Static Water Level: 42.00 FEET
Casing Diameter: 8.00 INCHES
Well Location: 3600 BROOKS ST

Purpose (Use): GEOTHERMAL **Purpose Clarification:** HEAT EXCHANGE COOLING
Volume: 59.00 AC-FT
Period of Use: MARCH 1 to OCTOBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NESWSW	32	13N	19W	MISSOULA

Geocodes/Valid: 04-2200-32-3-12-75-0000 - Y

Remarks:

ASSOCIATED RIGHT

THIS IS ASSOCIATED WITH WATER RIGHT 76H 30072991 BECAUSE THEY USE THE SAME POINT OF DIVERSION.

CLARK FORK RIVER BASIN LAW

THIS PROVISIONAL WATER USE PERMIT HAS A PRIORITY DATE THAT IS JUNIOR TO THE RIGHTS OF SENIOR WATER RIGHT HOLDERS IN THE CLARK FORK RIVER BASIN. IN ACCORDANCE WITH MONTANA LAW, YOU MAY BE SUBJECT TO A CALL BY SENIOR WATER RIGHT HOLDERS, IN WHICH CASE YOU MAY BE REQUIRED TO DISCONTINUE YOUR USE OF WATER FOR THE PERIOD OF THE CALL.

WATER MEASUREMENT-INLINE FLOW METER REQUIRED

THE APPROPRIATOR SHALL INSTALL A DEPARTMENT APPROVED IN-LINE FLOW METER AT A POINT IN THE DELIVERY LINE APPROVED BY THE DEPARTMENT. WATER MUST NOT BE DIVERTED UNTIL THE REQUIRED MEASURING DEVICE IS IN PLACE AND OPERATING. ON A FORM PROVIDED BY THE DEPARTMENT, THE APPROPRIATOR SHALL KEEP A WRITTEN MONTHLY RECORD OF THE FLOW RATE AND VOLUME OF ALL WATER DIVERTED, INCLUDING THE PERIOD OF TIME. RECORDS SHALL BE SUBMITTED BY NOVEMBER 30 OF EACH YEAR AND UPON REQUEST AT OTHER TIMES DURING THE YEAR. FAILURE TO SUBMIT REPORTS MAY BE CAUSE FOR REVOCATION OF A PERMIT OR CHANGE. THE RECORDS MUST BE SENT TO THE WATER RESOURCES REGIONAL OFFICE. THE APPROPRIATOR SHALL MAINTAIN THE MEASURING DEVICE SO IT ALWAYS OPERATES PROPERLY AND MEASURES FLOW RATE AND VOLUME ACCURATELY.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 30049934 GROUND WATER CERTIFICATE
Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

Priority Date: NOVEMBER 23, 2010 at 01:15 P.M.

Enforceable Priority Date: NOVEMBER 23, 2010 at 01:15 P.M.

Purpose (use): FISH AND WILDLIFE

Maximum Flow Rate:

Maximum Volume: 6.27 AC-FT

Source Name: GROUNDWATER PIT

Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SWNENE	35	9N	20W	RAVALLI

Period of Diversion:

Diversion Means: PIT

Reservoir: OFF STREAM

<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
	SWNENE	35	9N	20W	RAVALLI

Depth: 5.00 FEET

Surface Area: 1.10 ACRES

Current Capacity: 2.75 ACRE-FEET

Purpose (Use): FISH AND WILDLIFE

Volume: 6.27 AC-FT

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SWNENE	35	9N	20W	RAVALLI

Geocodes/Valid: 13-1764-35-1-01-26-0000 - Y

Remarks:

OWNERSHIP UPDATE RECEIVED
OWNERSHIP UPDATE TYPE DOR # 99190 RECEIVED 09/06/2011.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 30072991 GROUND WATER CERTIFICATE
Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

Priority Date: APRIL 20, 2015 at 10:20 A.M.

Enforceable Priority Date: APRIL 20, 2015 at 10:20 A.M.

Purpose (use): OTHER PURPOSE

Maximum Flow Rate: 35.00 GPM

Maximum Volume: 5.17 AC-FT

Source Name: GROUNDWATER

Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NESWSW	32	13N	19W	MISSOULA

Period of Diversion: NOVEMBER 1 TO MARCH 31

Diversion Means: WELL

Subdivision: RM COBBAN ORCHARD HOMES TRACT/LOT: 2A

Well Depth: 116.00 FEET

Static Water Level: 40.00 FEET

Casing Diameter: 8.00 INCHES

Well Location: 3600 BROOKS ST

THE POINT OF DIVERSION IS LOCATED IN CERTIFICATE OF SURVEY NO. 6150
PARCEL 2-A.

Purpose (Use): OTHER PURPOSE

Purpose Clarification: GEOTHERMAL HEATING

Volume: 5.17 AC-FT

Period of Use: NOVEMBER 1 to MARCH 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>

THE PLACE OF USE IS LOCATED IN CERTIFICATE OF SURVEY NO. 6150 PARCEL 2-A.

Geocodes/Valid: 04-2200-32-3-12-75-0000 - Y

Remarks:

ASSOCIATED RIGHT

THIS WATER RIGHT IS ASSOCIATED WITH 76H 30046166 BECAUSE THEY SHARE THE SAME POINT OF DIVERSION.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76M 30062675 GROUND WATER CERTIFICATE
Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

Priority Date: JANUARY 12, 2012 at 12:50 P.M.

Enforceable Priority Date: JANUARY 12, 2012 at 12:50 P.M.

Purpose (use): GEOTHERMAL

Maximum Flow Rate: 60.00 GPM

Maximum Volume:

Source Name: GROUNDWATER

Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NENESE	29	13N	19W	MISSOULA

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: WELL

Survey Tract: 1A

Well Depth: 146.00 FEET

Static Water Level: 56.00 FEET

Casing Diameter: 8.00 INCHES

Well Location: 1775 S RUSSELL

Purpose (Use): GEOTHERMAL

Purpose Clarification: HEATING AND COOLING

Volume:

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NENESE	29	13N	19W	MISSOULA

Geocodes/Valid: 04-2200-29-4-65-15-0000 - Y

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76M 95965-00 GROUND WATER CERTIFICATE
Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: MISSOULA FEDERAL CREDIT UNION
% JONI WALKER
3600 BROOKS ST
MISSOULA, MT 59801

Priority Date: OCTOBER 23, 1995 at 01:40 P.M.

Enforceable Priority Date: OCTOBER 23, 1995 at 01:40 P.M.

Purpose (use): LAWN AND GARDEN

Maximum Flow Rate: 35.00 GPM

Maximum Volume: 3.25 AC-FT

Maximum Acres: 1.30

Source Name: GROUNDWATER

Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NESWSW	32	13N	19W	MISSOULA

Period of Diversion: MARCH 1 TO NOVEMBER 1

Diversion Means: WELL

Well Depth: 77.00 FEET

Static Water Level: 40.00 FEET

Casing Diameter: 8.00 INCHES

Pump Size: 1.50 HP

Purpose (Use): LAWN AND GARDEN

Volume: 3.25 AC-FT

Period of Use: MARCH 1 to NOVEMBER 1

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	1.30		NESWSW	32	13N	19W	MISSOULA

Total: 1.30

Geocodes/Valid: 04-2200-32-3-12-75-0000 - Y

Remarks:

OWNERSHIP UPDATE RECEIVED
OWNERSHIP UPDATE TYPE 608 # 36570 RECEIVED 05/01/2006.

Appraisers' Qualifications-Thomas A. Faulkner

Experience:

January 2011 to present – President of Creekstone Appraisal Services, Inc., providing real estate valuation and consulting services for various clients including lending institutions, attorneys, government entities, the business community and the general public. These services include the valuation of a multitude of real estate property types including: commercial, agricultural, timberland and residential property.

November 2002 to December 2010 – staff appraiser at Kembel, Kosena & Co., Missoula, MT
Project appraiser responsible for developing appraisal assignments for the following types of real estate: commercial, litigation, eminent domain, ranch, timberland, agricultural land and residential property. The development of these projects included all subject property research and inspections, determination of the specific valuation problem to be solved, collection of all necessary sale, income and cost data required to analyze, adjust and ultimately value the subject property. The various appraisal assignments were located throughout Montana and Eastern Idaho.

July 1996 to present – Realtor

Licensed Real Estate Agent within the states of Pennsylvania (July 1996-Dec. 2000) and Montana (Jan. 2001-present). During this time I was assisting clients by providing real estate services including the listing and selling of property as well as working as a Buyer's Agent. Real estate companies included: Colleen Christy Better Homes and Gardens in Warren, PA, Clark Fork Realty Better Homes and Gardens in Missoula, MT, The Dwelling Place Real Estate in Missoula, MT and Coldwell Banker Western States in Hamilton, MT.

Education:

The following is a summary of Real Estate Appraisal Education that I have attended:

AI Course 100GR Basic Appraisal Principles

AI Course 101GR Basic Appraisal Procedures

AI Course 400G General Market Analysis and Highest and Best Use

AI Course 401G General Appraiser Sales Comparison Approach

AI Course 402G General Appraiser Site Valuations and Cost Approach

AI Course 1310 Basic Income Capitalization

AI Course 1320 General Applications
AI Course 1410 National USPAP Course
AI Course National USPAP Update Course
AI Course Evaluating Commercial Construction
AI Course Advanced Spreadsheet Modeling for Valuation Applications
AI Course Effective Appraisal Writing
AI Course Valuation of Green Properties
Attacking and Defending an Appraisal in Litigation
BVBOR Montana Water Rights

Complete listing of all appraisal and real estate continuing education courses available upon request.

Community Involvement:

Former Volunteer, Salvation Army, Warren, Pennsylvania
Former Member, Tidioute Business Association
Former Volunteer, Tidioute Library Fund Committee
Former Volunteer, Warren County Board of Realtor Community Service Committees
Former Member, Stevensville Main Street Association
Volunteer, Habitat for Humanity, Missoula Montana

