

COMMITMENT FOR TITLE INSURANCE



SELLER: Gallatin County
BUYER/BORROWER: To Be Determined and Approved by the Company
OUR ORDER: G092130

INQUIRIES TO: **Title Officer:** Brent Zanto
Escrow Officer: To Be Determined
Email:
Direct Line:

COPIES TO: Gallatin County Attorney (E), James Greenbaum

Serving Gallatin, Madison and Park Counties



ALTA Plain Language Commitment Form

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy Form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

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CONDITIONS

TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within 6 months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A

The Requirements in Schedule B-I.

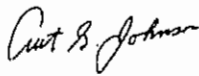
The Exceptions in Schedule B-II.

The Conditions

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

BY



PRESIDENT

ATTEST



SECRETARY



CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms

SCHEDULE A

Commitment No: **G092130**

Page No. 1

Address Reference: **None Available**

1. Effective Date: **October 5, 2009** at 7:30 a.m.

Proposed Insured:

To Be Determined and Approved by the Company

2. Policy or Policies to be issued:

Owner's Coverage 1402.06 (6-17-06)	Standard <input checked="" type="checkbox"/> Extended <input type="checkbox"/>	Amount: \$	To Be Determined and Approved by the Company
		Premium: \$	
Mortgagee's Coverage 1056.06 (6-17-06)	Standard <input type="checkbox"/> Extended <input type="checkbox"/>	Amount: \$	
		Premium: \$	
Endorsements:		\$	
Mortgagee's Coverage (2 nd) 1056.06 (6-17-06)	Standard <input type="checkbox"/> Extended <input type="checkbox"/>	Amount: \$	
		Premium:	
Endorsements:		\$	
Inspection Fee:		\$	
Cancellation Fee (If Applicable)		\$	150.00 (minimum)

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Gallatin County

4. The land referred to in this commitment is:

Tract A of Certificate of Survey No. 998, located in the NW¼NW¼ of Section 23, Township 1 South, Range 3 East, P.M.M., Gallatin County, Montana, according to the official survey thereof on file and of record in the office of the County Clerk and Recorder, Gallatin County, Montana.

SCHEDULE B – Section 1 Requirements

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the names of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney form must be submitted for review prior to closing.
6. **We require the borrower/seller to execute a Seller or Borrower Affidavit and Indemnity.**

SCHEDULE B – Section 2 Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.**
- 2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of person in possession thereof.**
- 3. Easements, claims of easement or encumbrances which are not shown by the public records.**
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.**
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.**
- 6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.**
- 7. Any right, title or interest in any minerals, mineral rights or related matters including but not limited to metals, stone, oil, gas, coal, and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the public record.**
- 8. General and special taxes and assessments for the year 2009 which are a lien but not yet computed or payable. (2008 and prior years taxes were exempt.)**
- 9. County road rights-of-way not recorded and indexed as a conveyance in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A**
- 10. Reservations contained in Deed, recorded December 2, 1908 in Book 40 of Deeds, Page 98, records of Gallatin County, Montana.**

11. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Certificate of Survey No. 998, recorded July 27, 1981, Document No. 88735, records of Gallatin County, Montana, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(e).
12. Right of Way Easement to The Mountain States Telephone and Telegraph Company, recorded March 11, 1985 in Film 86, Page 4732, records of Gallatin County, Montana
13. Reservations and restrictions contained in Certificate of Subdivision Plat Approval, recorded July 27, 1981 in Film 64, Page 1251, records of Gallatin County, Montana

NOTE: Copies of documents creating exceptions herein may be obtained upon request

NOTES:

A Realty Transfer Certificate must be submitted before forthcoming instruments of transfer can be placed of record and when property is not served by a public service water supply, a statement concerning transfer or non-transfer of water right must appear thereon.

Title is to vest in a person(s) or entity(s) not yet disclosed and when so disclosed will be subject to a search of the public records in regard to said disclosure

No liability is assumed hereunder until full policy premium is paid.

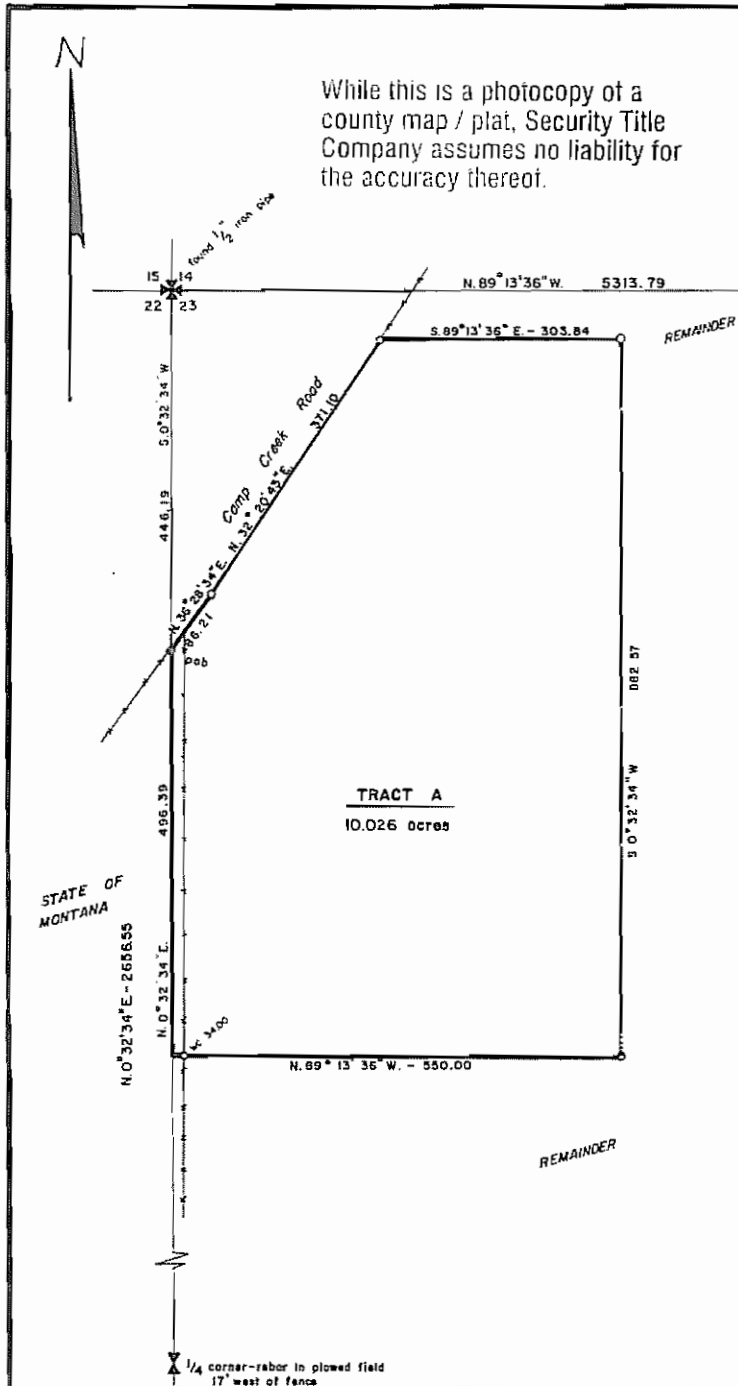
Regulations imposed on the title insurance industry by the Montana State Insurance Commission require that a fee be charged for cancellation.

END OF EXCEPTIONS

CERTIFICATE OF SURVEY NO. 998

A Tract of Land in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 23, T. 1 S., R. 3 E., Principal Montana Meridian
in Gallatin County, Montana By Harold Vander Molen and Winona R. Vander Molen
for the purpose of an occasional sale

While this is a photocopy of a county map / plat, Security Title Company assumes no liability for the accuracy thereof.



LEGAL DESCRIPTION

A tract of land located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of section 23, Township 1 South, Range 3 East, Principal Montana Meridian, in Gallatin County, Montana being more particularly described as follows: Beginning at a point on the west section line of said section 23 from which the NW corner bears N. 0° 32' 34" E. - 446.19 feet, the TRUE POINT OF BEGINNING: thence N. 36° 28' 34" E. - 86.21 feet, thence N. 32° 20' 43" E. - 371.10 feet, thence S. 89° 13' 36" E. - 303.84 feet, thence S. 0° 32' 34" W. - 882.57 feet, thence N. 89° 13' 36" W. - 530.00 feet, thence N. 0° 32' 34" E. - 496.39 feet to the point of beginning containing 10.026 acres more or less.

CERTIFICATE OF SURVEYOR

I, the undersigned, ROBERT H. BABB, do hereby certify that on or between Nov. 1 - Dec. 6, 1980 under my supervision, this land was surveyed and mapped as shown on the accompanying drawing and as described in accordance with the provisions of the Montana Subdivision and Platting Act, sections 76-3-101 thru 76-3-104, MCA 1978, and the Montana Subdivision Regulations.

Dated this 7th day of December, 1980

ROBERT H. BABB, 4023 ES 4523 ES
REGISTERED SURVEYOR

CERTIFICATE OF EXAMINATION

Examined for errors and omissions in drafting and calculations only
Dated this 21 day of July, 1980.

CERTIFICATE OF EXEMPTION

We the owners of the tract depicted by the hereunto affixed map and certificate, do hereby certify that creation of tract A is for the purpose of an occasional sale and in accordance with section 76-3-207(i)(d) of the Montana Subdivision and Platting Act, and is exempt from regulations for subdivisions.

Harold Vander Molen

NOTARY

Subscribed and sworn to before me
this 17th day of July, 1980

Loren Mc Lane

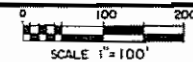
Notary for the State of Montana, residing in Big Horn, Montana
88735; commission expires July 7, 1983

CLERK and RECORDER

I, Lucille A. Bridges, Clerk and Recorder of Gallatin County, Montana, do hereby certify that the foregoing instrument was filed in my office this 27th day of July, A.D. 1980, 9:28 AM. In the Records of the County Clerk and Recorder, Gallatin County, Montana.
Certificate of Survey No. 998

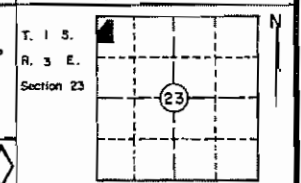
Lucille A. Bridges

By Carol M. Taylor



LEGEND
▲ Found Corners as described on a 1/4" plat
○ Corners set during this survey - 3/4" rebar with cap
--- Fence Line
~ Water Course

BASIS OF BEARING -
WEST LINE OF SECTION - COUNTY RECORDS
JOB NO - 80256



Robert H. Babb surveyor-engineer
route 1 box 166-3 Manhattan, MT.
406) 282-7517



Security Title Company

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our underwriters, First American Title Insurance Company and Old Republic National Title Insurance Company, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern their use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on their website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- ! Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- ! Information about your transactions with us, our affiliated companies, or others; and
- ! Information we receive from a consumer reporting agency

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except; (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.