FORM APPRAISAL REPORT FOR

Montana Historical Society Property Jefferson County, Montana



Prepared by:

JK Appraisal & Consulting, LLC

Katie Lowry, A.R.A.

Certified General Real Estate Appraiser In the State of Montana Lic. # REA-RAG-LIC-650

Accredited Member of the American Society of Farm Managers and Rural Appraisers (ASFMRA)

EFFECTIVE DATE: November 14, 2023



Certified General Appraiser, MT

November 15, 2023

Montana Historical Society P.O. Box 201201 Helena, MT 59620

RE: Appraisal of Montana Historical Society Property located in Jefferson County, MT

Montana Historical Society,

Pursuant to your request, I have personally inspected and prepared a form appraisal of the real property associated with the Montana Historical Society property located at 331 West Farm Road, Three Forks, Jefferson County, Montana. The subject property consists of one tract of land totaling 326.31 acres of rural investment land with no improvements.

The appraisals conducted herein is deemed to be a form **Appraisal Report** in compliance with the most current USPAP. The objective of this analysis is to provide a credible opinion of market value of the subject property on an "as-is" basis. The maps referenced herein are for visual reference only.

The property was inspected on November 14, 2023. The intended use is to determine a credible opinion of value for a possible sell of the property. The intended users are the Montana Historical Society. Based on my inspection and analysis, it is my opinion that as of November 14, 2023, the estimated market value of the subject property is \$1,110,000.

This value is in terms of cash and considers the encumbered fee simple subject to the easements and reservations of record. All values are exclusive of reservations of record. This value excludes specific valuation of timber, mineral or water rights; the subject market does not delineate these particular rights during sales transactions. This value does not include personal property, fixtures, emblements or intangible items. The appraisal assumes the property meets all requirements of county regulations.

I herewith deliver to you one hard copy, as requested. I hereby certify that I have no interest, present or prospective, in the herein described property, and that my employment is in no way contingent upon the amount of the valuation. I certify that my opinion is based on a personal inspection of the subject property, a study of the data obtained, and my knowledge of real estate values in the subject market area.

Under the current USPAP, the Conduct section of the ETHICS RULE requires the appraiser to disclose any services regarding the subject property performed by the appraiser within the prior three years, as an appraiser or in any other capacity. I have had no dealings with the subject property in the past three years.

All market data and other data discussed, presented, utilized, and disclosed in this report shall not be disclosed by any person(s) or entity reading, utilizing, and/or presenting the report by any means of communication, including but not limited to verbal, electronic, written, to any other party or entity without prior written permission of the signatory appraisers.

I trust this report will be found complete and satisfactory for your needs. If any additional information is needed, please do not hesitate to contact the office. Your confidence in allowing me to serve you is greatly appreciated, and I have considered this work a privilege.

Respectfully submitted,

Katie Lowry, ARA

Montana Certified General Appraiser

#REA-RAG-LIC-650

Uniform Agricultural Appraisal Report

Effective Date: November 14, 2023

Montana Historical Society P.O. Box 201201 Helena, MT 59620



Prepared For:

Montana Historical Society P.O. Box 201201 Helena, MT 59620

Intended User:

Montana Historical Society

Prepared By:

JK Appraisal & Consulting, LLC PO Box 691 Belgrade, MT 59714 Katie Lowry, A.R.A.

Date Prepared:

November 15, 2023

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File #11142023268

L		Uniform Ag	ricultur	al Apprais	al Repo	rt		
Ш	Owner/Occupant:	Montana Historica		cant		ded Acres:		
Ш	Property Address:	331 West F			Effective I		326.	
Ш	State/County:	Montana / 3 West of Three	Jeners Forts Juneti	son	Zip Code:		597:	52
Ш	Property Location: Highest & Best Use:	Rural Investmen		"As If" Vacant	Property (md'ity Gp:		
<u>_</u>	Tilgilest & Dest Ose	Rural Investmen		"As Improved"		and Type:		land
을	Zoning:	None		A3 imploved		ommodity:		
Property Identification			upplemental/	Add-On Unit	i illiary C	ommounty.	1100101	
	FEMA Community #				FEMA Z	one/Date:		
ē		Fract 1 of COS 222039 F83	30A	SEC 24	TWP 2N		1W Attach	ned X
۲		Γο provide a credible opini	on of market					
j j		Determine an opinion of va						
do	Rights Appraised:	Encumbered fee simple sub	ject to the ea	sements and rese	rvations of re	ecord.		
ď	Value Definition:						Attach	ned X
	Assignment:		.	Report Type				•
		e of Work: Katie Lowry, A						
		al courthouse records, realt						
		m the Montana Cadastral V I market data was research			•			
		d analyzed to arrive at an e						
	sales were inspected an	u alialyzed to allive at all e	estillated valu	е. Арргориасе а	pproacties to	value were	mpiemented	1.
		Summary	of Facts	and Conc	lusions			
	Data of Ingractions						2022	
	Date of Inspection:	November 14, 2023		e Date of Apprais		ember 14, 2		
		ost Approach:					N/A N/A	
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		Estimated Marketing Time					1,110,0	
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	Cost of Repairs: \$		COSt Of Additi	ons. \$				
	Allocation:	Land: \$	1,11	0,000	\$	3,402	1	(100 %)
Summary		Land Improvements: \$			\$	0	[/	(0 %)
E L	Structural Imp	rovement Contribution: \$	-		\$	0	_/	(_ 0_ %)
ΪŢ		Non-Realty Items: \$			\$	0	_/	(_ 0_ %)
	· ·	maining term of encumbrar	nce	_) \$	\$	0	-1	(_ 0_ %)
o d	Leasehold Value:			\$	\$	0	-'	(0 %)
Appraisal Report				Overall V	alue: \$	3,402		(100 %)
ច	Income and Other Da	ata Summary: $oxed{ ext{X}}$ Ca	ısh Rent	Share C	wner/Opera	tor 🗌 F	AMC Suppl. A	Attached
ais	Income Multiplier _	()		Income Estima	te: \$		/	(unit)
ğ	Expense Ratio _	%		Expense Estima	· · · · · · · · · · · · · · · · · · ·		/	(unit)
Αp	Overall Cap Rate: _	%	Ne	et Property Incom	e: \$		/	(unit)
	Area-Regional-Marke	et Area Data and Trends:		Subject Prop	erty Rating:			
		Above Avg. Below	N/A			Above Avg.	Below N/A	
		Avg. Avg.	IN/A			Avg.	Avg.	
	Value Trend	X		Location				
	Sales Activity Trend	X		Soil Quality/Pi	-		X	
	Property Compatibility			Improvement	Rating		X	
	Effective Purchase Po			Compatibility		X		
	Demand	X		Rentability				
	Development Potentia			Market Appea		X	HH	
	Desirability	$ \Lambda $	1 1	Overall Prope	ıv Kalınd	$ \cdot \cdot \Lambda $		

USPAP, Organizational, or Other Requirements

Report Type: Appraisal

Date of Inspection: 11/14/23 **Date of Value Opinion:** 11/14/23 **Date of Report:** 11/15/23

Scope of Work (Describe the amount and type of information researched and the analysis applied in this assignment. The Scope of Work includes, but is not limited to the degree and extent of the property inspection; the extent of research into physical and economic factors affecting the property; the extent of data research; and the type and extent of analysis applied to arrive at the opinions or conclusions. Additionally, describe sales availability & ability to demonstrate market - "as vacant" - and "as improved" if applicable - or describe sales available to form value opinion "as completed" or proposed if requested; describe income sources and ability of income to support existing or proposed construction; discuss extent of third party verification of RCN, if applicable.):

This appraisal was performed according to the specific guidelines set forth by the current Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of the Appraisal Foundation. All three approaches to value were considered and developed. All opinions of value contained herein were derived in compliance with the specific guidelines aforementioned, using a level of analysis sufficient to constitute an appraisal that complies with the reporting requirements for an Appraisal Report as set forth under Standards Rule 2-2(a). This appraisal also conforms to the Code of Professional Ethics and Standards of Professional Practice of the American Society of Farm Managers and Rural Appraisers.

Existing land regulations were analyzed, neighborhood trends, market demand for the existing use of the subject property; as well as alternative uses, the physical characteristics of the property, and the highest and best use. The property's legal description, acreage, tax assessment, ownership history, improvements, and zoning information were verified with Jefferson County records. The water rights appurtenant to the subject property were researched at the Montana State internet website of the Department of Natural Resources & Conservation (DNRC), and soil information was gathered from the National Cooperative Soil Survey maintained by the Natural Resources and Conservation Service (NRCS) web-site. Numerous publications and periodicals, referenced within the body of this appraisal report were consulted for information regarding such factors as soil properties, vegetative range types, building construction costs, and building depreciation. In addition to information contained within our office files, the appraisers searched the local area and competing areas for the most recent sales data in the subject area.

A number of area property owners, real estate brokers, and other appraisers knowledgeable of this market were contacted in order to secure comparable sales data. All sales were verified with the buyer, seller, agents, or other parties having knowledge of the transaction.

Subject Property Sale & Marketing History: (Analyze and report any agreements of sale, options, or current listings as of the date of the appraisal - and all sales within three (3) years prior to the effective date of appraisal. For UASFLA assignments, report the details of the LAST SALE OF THE SUBJECT - no matter when it occurred): There has been no activity on the subject property in the past three years. The subject property was QuitClaim Deed to the Montana Historical Society from Nygard Family, LLC document number 237468.

Market Conditions (Volume of Competing Listings, Volume of Sales, Amenities Sought by Buyers): A market search was completed from January 1, 2022 to current with acreages from 100+ acres. A total of five sales in the area with two listings were found. The Appraiser was aware of all five sales.

Approaches to Value (Explain Approaches Used and/or Omitted): All three approaches to value have been considered for the subject property, however, the Sales Comparison Approach is the only approach that is felt to be reliable enough to use in this particular market. Rural Investment properties in the market area do not have any viable economic use relative to rental values. As described, while some are used for agricultural grazing the fees generated by such uses do not justify, nor are they relevant to, an economic valuation of properties, and cannot support land values commanded in this investment oriented market. As such, a valuation of the subject property by the Income Approach is not applicable. Since the subject property has one land class and no improvements the use of the Cost Approach becomes a redundancy of the Sales Comparison Approach and thus is not applicable to this appraisal.

Additional Comments

Continued from Scope of Work:

Comparable sales were inspected to the extent possible. Trespass was avoided and owner permission was obtained when feasible. At a minimum, a "drive-by" inspection was made along public roadways. Montana is a nondisclosure state; thus, aside from sale notices or deeds, no sales data is of record. No sale prices are reported and the Appraiser must personally confirm sale values. I have made a diligent effort to correctly ascertain the circumstances and values surrounding each sale, and data provided by professional third parties is considered reliable. The investigation of this appraisal report included confirmation of sales with buyers, sellers, real estate professionals, plus inspecting each sale.

The photographs in this report are digital photographs and were not changed or manipulated in any manner. Information on market data was gathered, confirmed, and analyzed. Data relating to the subject was also analyzed and gathered. The Sales Comparison, Cost, and Income Approaches to value were considered. To develop the opinion of value, I performed a complete appraisal process as defined by the current USPAP under the appraisal reporting Rule 2-2(a). In developing an appraisal report, an appraiser uses or considered all applicable approaches to value, and the value conclusion reflects all known information about the subject property, market conditions, and all pertinent available data.

The purpose of this appraisal is to provide a credible opinion of the MARKET VALUE of the subject property in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) Standard 1 and Standard 2-2(a), 2020-2023 Edition.

The appraiser completed an on-site field inspection of the subject property on November 14, 2023 and was not accompanied by a representative of the Montana Historical Society. November 14, 2023 is the effective date of value for this appraisal.

The region was searched for data and sales of similar amenities as the subject. The sales data are documented in the Addenda. There have been some sales recently that the buyers would not disclose any transaction price(s) on. The appraiser has inspected, photographed, and verified the data with the principals or their agents. In most cases, financial data or operating data are estimates based on interviews.

The authority for conducting the appraisal was given by Montana Historical Society and Client. The intended users are the Montana Historical Society.

All market data and other data discussed, presented, utilized, and disclosed in this report shall not be disclosed by any person(s) or entity reading, utilizing, and/or presenting the report by any means of communication, including but not limited to verbal, electronic, written, to any other party or entity without prior written permission of the signatory appraiser.

USPAP includes a competency provision that states:

The Uniform Standards of Professional Appraisal Practice (USPAP) require that prior to accepting an assignment or entering into an agreement to perform any assignment, an appraiser must properly identify the problem to be addressed and have the knowledge and experience necessary to complete the assignment competently; or alternatively:

- 1. Disclose the lack of knowledge and/or experience to the client before accepting the assignment;
- 2. Take all steps necessary or appropriate to complete the assignment competently; and
- 3. Describe the lack of knowledge and/or experience and the steps taken to complete the assignment competently in the report.

Katie Lowry, A.R.A. has been involved in the appraisal of rural real estate in the State of Montana, South Dakota, and North Dakota since 1998. I am familiar with the geographic area in which the subject property is located and understand the nuances of the local market and the supply and demand factors related to the specific property type and the location involved. I have been engaged in many appraisal assignments involving properties similar to the subject property and believe I am qualified and competent on the basis of my knowledge and experience to complete this assignment competently. I am a Certified General Appraiser in the state of Montana and have been since 2002; License # REA-RAG-LIC-650. Please refer to my qualifications, which are attached in the Addenda of this report.

MARKET VALUE DEFINITION

Regulations published by federal regulatory agencies pursuant to title XI of the Financial Institutions
Reform, Recovery and Enforcement Act (FIRREA)

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 is 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 best interests;
- 3. A reasonable time is allowed for exposure on 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.

Other:
EXPOSURE AND MARKETING TIME ESTIMATES
Market value (see above definition) conclusion and the costs and other estimates used in arriving at conclusion of value is as of the date of the appraisal. Because markets upon which these estimates and conclusions are based upon are dynamic in nature, they are subject to change over time. Further, the report and value conclusion is subject to change if future physical, financial, or other conditions differ from conditions as of the date of appraisal.
In applying the market value definition to this appraisal, a reasonable exposure time of1-6 months has been estimated. Exposure time is the estimated length of time the property interest being appraised would have been offered in the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; exposure time is always presumed to precede the effective date of the appraisal.
Marketing time, however, is an estimate of the amount of time it takes to sell a property interest at the market value conclusion during the period after the effective date of the appraisal. An estimate of marketing time is not intended to be a prediction of a date of sale. It is inappropriate to assume that the value as of the effective date of appraisal remains stable during a marketing period. Additionally, the appraiser(s) have considered market factors external to this appraisal report and have concluded that a reasonable marketing time for the property is1-6 months.
Comments:

JK Appraisal & Consulting, LLC

UAA	R®		File#	1114202326	58				
	Area-Regional Boundary: Rural investment properties in the area of the subject property.	On and Off Property: Value Trend: Sales Activity Trend: Population Trend:	Up X X X	Stable	Down				
	Major Commodities: Small grain crops, hay crops, cow/calf operations. Tourism is a strong second to the agriculture.	Employment Trend:		X					
		Market Availability:		Over Balanced Supply	No y Influence				
Area-Regional Description	Off Property Employment: Above Avg. Avg. Below Avg. N/A \[\begin{array}{c cccc} \ X \ & \end{array} & \end{array} & \text{Change in Economic Base:} \[\begin{array}{c cccc} \ X \ & \end{array} & \text{Change in Economic Base:} \[\end{array} & \text{Change in Economic Base:} \]	Cropland Units: Livestock Units: Recreational Tracts:	X X X						
Area-Re	Forces of Value: (Discuss social, economic, governmental, and environmental forces.) Rural residential development and suburban development, as well as rural recreational investment properties have doming the market in the past year. The highest and best use of rural foothill, valley agricultural, and river bottom land areas are beginning to transitioned from agricultural uses to subdivision, development, exclusive homesites, and recreational investuses, once again. This trend will likely continue, as Montana in general has become one of the new trendy areas for relocince the start of Covid-19. Jefferson County is a mixed use county where all residents are trying to manage the uses in area and handle the influx of people moving to the state. Jefferson County and the surrounding counties experienced a huge migration of people coming into the area due to the County and the social unrest the larger cities were experiencing in 2020. This migration caused a huge surge of "refuglioking for home sites, rural residential properties, and larger acreage properties. This migration has caused supply to b low and demand to increase.								
	Exposure Time: 1-6 months. (See attached def	inition and discussion)							
1		larket Area:	Above	Below					
Description	Type Up Stable Down Value Trend X Sales Activity Trend Population Trend Development Trend X Up Stable Down Down N Stable Down Up Stable Down N Stable Down Stable Down Stable Down Stable Stable Down Stable Stab	Property Compatibility Effective Purchase Powe Demand Development Potential Desirability		Avg. Avg. X X	N/A				
Market Area Description	Analysis/Comments: (Discuss positive and negative aspects of There continues to be listings on the market, however, the "A" qualitas well. This has been the case for the last two years. The superior of the open market. And thus, selling "under the radar" which is become selling to area neighbors or the higher end brokers are scouring the most before the property hits the open market and negotiating a purchase proceed to be similar across the western portion of Montana, especial Montana are continuing to be busy with listings but very few "A" quasupply has driven up demand even more and with the high demand conseeing an increase in demand for houses and the "six" feet of space.	ty properties are very few quality properties are being ing more common. Thes narket for their clients and orice on behalf of their cli- ally southwestern Monta- ulity properties are curren	g sold before high quality contacting pents. This has the brown the matter of the pents of the brown the matter of the pents.	e they are ever by properties are potential seller as been and kerage firms ac arket. This lac	n on re rs cross ck of				

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Location Map



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Area & Regional Data

Montana Agriculture

Montana's 2022 estimated population is reported at 1,122,867 people residing in the state an increase of 11.6% increase from the 2010 Census. Population density measuring people per square mile was 7.4, dropping from 48th to 49th nationally. The total land area of Montana is approximately 145,546 square miles or over 93 million acres, with 62.4% of the state contained in farm and ranch lands, a total of 26,900 farms, averaging 2,156 acres, as reported from USDA in 2020. Montana's 2020 agricultural sector output was approximately 4.6 billion dollars, and the states number one industry. It is estimated that 80% of Montana's population is employed by agriculture and small businesses, which constitutes 90% of the state's business community. Of these small businesses, 80% have one or two owners and less than ten employees. The Montana Tourism Commission reported 10.8 million tourists visited Montana in 2020, spending an average of \$308 per tourist and a total of \$3.27 billion to the Montana economy.

The state of Montana owns approximately 6% of the state lands, and the federal government owns 29.1%. Indian reservations hold 5.3% of the state, with the remaining 58.7% privately held, with the remaining 0.8% being water. Of the 29.1% federal ownership, approximately 18% is under National Forest Service control, with 8.7% under the Bureau of Land Management and approximately 3% contained in other divisions.

Of the approximately 60 million acres in use as farm and ranch lands, 66% is comprised of rangeland, with 28% containing croplands. The total number of farms and ranches in the state of Montana has continually decreased since 1983, when there were 53,000 units. The Montana 2020 Agriculture Statistics estimated there are approximate 26,900 farms and ranches located in the state. The average size of farms and ranches in the state is approximately 2,156 acres. Agriculture continues to be Montana's number one industry in 2020, a 9% increase from 2012. The 2021 value of crop production was \$2.1 billion and up 1% from 2019. The 2021 value of livestock decreased to \$1.6 billion and down 10% from 2019.

Montana ranked second in the country for land in farms with 58 million acres in 2020 (down 2 million acres since 2010). Texas ranked first with 126 million acres and Kansas ranked third with 44.2 million acres. Montana ranked thirtieth for number of farms with 26,900 while Texas ranked first with 247,000 farms. Montana ranked second behind Wyoming for average farm size with 2.156 acres.

Montana ranked third for all wheat production in 2021, accounting for 8.6% percent of the U.S. total, surpassed by North Dakota and Kansas. Montana ranked second for durum wheat, fifth for winter wheat, and second for other spring wheat production, accounting for 18.2 percent, 2.5 percent, and 18.7 percent, respectively, of the nation's total. For durum and spring wheat production, North Dakota ranked first. Kansas ranked first for winter wheat production, followed by Oklahoma, Texas, and Colorado. Montana accounted for 19.9 percent of the nation's barley, ranking second behind Idaho.

Montana ranked first in lentils and first in dry edible peas. With safflower production, accounting for 10.4 percent of the U.S. total. Montana ranked sixth for sugar beet production with 4.1 percent of the U.S. total, behind Minnesota, North Dakota, Idaho, and Michigan. Montana ranked first for 2021 for alfalfa hay production ahead of South Dakota, North Dakota and Idaho and ranked third in the nation for all hay produced.

Montana ranked eighth for all sheep and lamb inventory for 2021 with 2005,000 head and 4.4 percent of the U.S. total, preceded by Texas, California, South Dakota, and Wyoming. Montana ranked seventh for wool production with 1.56 million pounds or 6.8 percent of the U.S. total.

Montana's all cattle and calves inventory on January 1, 2021, ranked twelfth in the nation with 2.45 million head, of the U.S. inventory. Montana ranked ninth for all cows with 1.4 million head, accounting for 4 percent of the U.S. total, and seventh for beef cows with 1.42 million head, accounting for 5.1 percent of the U.S. inventory.

Taxes

The State of Montana, through the Department of Revenue, is responsible for valuing all taxable real estate and personal property in the state. This property valuation is accomplished by appraisal/assessment offices located in each County in Montana. The amount of property tax is determined by multiplying the assessed value by a tax rate, set by legislature, to determine its taxable value. Taxable value is then multiplied by the mill levy established by the various taxing jurisdictions- city and County government, school districts, and others- that provide services in the area.

Area & Regional Data

Jefferson County

Jefferson County is located in the Rocky Mountain region of the southwest portion of Montana, with an estimated population of 12,826 for 2022. Jefferson County is surrounded by counties: Silver Bow County to the west, Lewis and Clark County to the north, Broadwater and Gallatin Counties to the east, and Madison County to the south. The county area has 1,656.7 square miles of land and 2.2 square miles of inland water. The county topography consists of rolling native rangeland and steep limestone cliffs along the Jefferson River to the south along Interstate 90 near Whitehall and Cardwell, to mountainous forestland found in the north portion of the county near Basin and Jefferson City. Lying in the center of Jefferson County are fertile agricultural fields with the Boulder River winding through for irrigation and fishery purposes, surrounded by portions of the Helena National Forest and the Deerlodge National Forest, offering recreational amenities to the area. Major waterways include the Boulder River, the Jefferson River, and their tributaries as they flow through the county on their way to the Missouri River. Major mountain areas of the county include the Elkhorn Mountains, Bull Mountain and the Continental Divide, which serves as the western boundary of the county. There are two incorporated communities in the county: Boulder and Whitehall, and other communities include Basin, Cardwell, Jefferson City, Clancy, and Montana City.

Jefferson County is a rural county and historically has an economy of mining and ranching. Although there are several ranches scattered throughout the county, the number of mines in the country have dwindled over the years, leaving several ghost towns in their wake. Today there is one mine open; The Golden Sunlight Mine near Whitehall. Other abandoned mines have been converted into radon health mines, drawing in tourists from all over the world for their claimed health benefits. Jefferson County is one of the fastest growing counties in Montana, at 12% since the 2000 Census. The county is 17th/42 most populous in the state of Montana. This growth has occurred by the migration pattern demand for real estate ownership in southwestern Montana, and the expansion of mining activity.

Boulder Area

Boulder is the county seat of Jefferson County, and the 2021 estimated population of 1,214. Boulder lies at an elevation of 4,990 feet above sea level along Interstate 15 at its intersection with Montana Highway 69, about 35 miles north of Butte, 27 miles south of Helena, and 90 miles west of Bozeman. The town is on the north bank of the Boulder River, a tributary of the Jefferson River.

Area Prestige

People have chosen to settle into Jefferson County due to its rural nature and lower living costs. They can easily commute into Butte or Helena for work. In Boulder, The Montana Development center also provides job opportunities working in adult supervision, troubled youth, and meth treatment for women.

The Boulder Hot Springs hotel is the only natural hot springs resort currently utilized for commercial purpose and is listed on the National Register of Historic Places and one of the most imposing historic places in Jefferson County.

Boulder and vicinity are home to commercial "health mines" for which it is claimed by testimonial that exposure to radon gas mitigates auto-immune diseases such as arthritis. Though contributing to the economy of the area by attracting tourists, the practice is controversial because of the "well-documented ill effects of high-dose radiation on the body."

Transportation

Commercial air flights are available daily in Helena, approximately thirty minutes to the north, at the Helena Regional Airport. Commercial air flights are also available in Belgrade, approximately thirty minutes to the east of the subject property. Interstate 15 and 90 and MT state 69 and 55 connect the county from Butte and Whitehall to the south to Helena and Great Falls to the north. These highways are heavily traveled by trucks, and pose a potential hazmat threat as they travel through narrow winding mountain highways.

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File # 11142023268

Area & Regional Data

Economic Forces

Jefferson County abounds with natural resources and its economy is based around agriculture, wood products and mining. The Golden Sunlight Mine, about 1.5 miles off Interstate Highway 90 at State Highway 69, near Whitehall, is an open pit operation that has over 170 employees and has an annual payroll of about 13 million dollars. About 300 people are employed in Boulder at the Montana Developmental Center, a state institution for people with developmental disabilities. Another 100 or so people work for Alternative Youth Adventures (Youth Dynamics, Inc.), which provides residential services for troubled youth. In addition, Riverside Corrections, a state-run detention center for juvenile females, employs about 30 people. Water & Natural Resources

The entire drainage area of Jefferson County consists of creeks and rivers that are tributaries of the Missouri River. On the north and west, Jefferson County is bounded by mountains which form the Continental Divide. Along the Eastern boundary are the Elkhorn Mountains which taper down to low brush and grass covered foothills. The southern part is an open alluvial flood plain belonging to the Jefferson River. The Jefferson River is the largest stream in the county and forms the southern boundary. The Fish Creek Ditch and the Jefferson Canal irrigate cropland on the north and west side of the river. Pipestone Creek and the Pipestone Ditch is furnished water by the Delmoe Lake Reservoir for the bench land on both sides of the creek. Whitehall Deer Creek and Cottonwood Creek irrigation waters are utilized around the Whitehall area. The Boulder River and its many tributaries are the major drainage for the county.

Agriculture

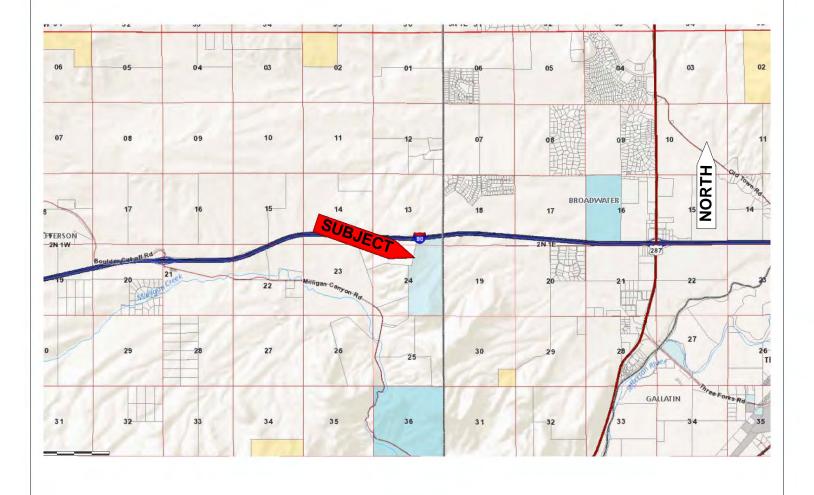
The primary industry in the Jefferson County mountain valleys is agriculture, the production of cattle and dry land wheat. The county's 23,656 irrigated acres, mostly from the Jefferson River in the southern part and from the Boulder River and tributaries in the central part, is almost exclusively production of Alfalfa and Wild Hay. The dry land wheat districts are Millegan Canyon and the East Helena District. National Forest Grazing Allotments provide summer forage in the higher elevations.

Zoning

Jefferson County has two zoning ordinance areas, the North Jefferson County zoning in the north portion, adopted in 1997 and the Milligan Canyon Boulder Valley Zoning District in the south portion, adopted in 2004. The North Jefferson County zoning regulations comprise a comprehensive zoning plan made up of six land use classifications in 11 zoning districts. The Milligan Canyon - Boulder Valley Zoning District in the southeast corner of Jefferson County was created by local farmers and ranchers to protect their way of life and the productivity of the land. The ordinance limits residential uses to parcels of at least 640 acres in size. This very large lot zoning ensures that future development will be compatible with the agricultural heritage and use of the area. It will also help Jefferson County avoid impacts on public services and, while it was not explicitly a goal of this zoning district, it will protect wildlife habitat.

The Municipal Zoning Ordinance for the City of Boulder was adopted in 2008, addressing Flood and Fire Hazard Areas. Zoning for the town of Whitehall addresses drainage for developments.

Parcel Map



Property Description: (Location, use and physical characteristics) The subject property is located approximately three miles west from the Interstate 90 and Highway 297. This area is commonly known as Wheat Montana. The subject property borders Interstate 90 along the properties north boundary. The subject's east boundary is on the Jefferson/Broadwater County line with Broadwater County to the east. There is a Broadwater County Road to the east of the subject property known as West Farm Road. According to the Broadwater County Road and Bridge Department the road is still a county road, although very primitive and two track, but a county road within a quarter mile of the subject property. There is a granted easement on the west side of the subject property that follows the west boundary of an adjoining tract and traverses the northern portion of the adjoining west tract and provides legal, documented access to the subject property along the north boundary. The designated route runs parallel with I-90. This access is legal, and transferable, however, the route would need to be developed into a passable, year round road, as it is currently a very primitive two-track route. The subject is an open, rangeland property with juniper, sagebrush, and native grasses. The terrain is open and rolling with some steeper foothills along the western and southern portion of the property. There is a high voltage power line that traverses from east to west across approximately the center of the property.

Land Use	De	eded Acres	Unit Type	U	Init Size	(0.0%) (0.0%) (0.0%) (0.0%) (0.0%)	Subject Description: Location Legal Access Physical Access Contiguity Shape/Ease Mgt. Adequacy Utilities Services	Above Below Avg. Avg. Avg. N/A X X X X X X X X X X X X X
						(<u>0.0</u> %) (<u>0.0</u> %) (<u>0.0</u> %)	Rentability Compatibility Market Appeal	
Recreational		326.31	Acre			(_100.0%)	FEMA Zone/Date	
Total Deeded Acr	es	326.31	Total Units	S	0.00	(100%)	Building Location	N/A
Climatic:	3-12	" Annual Pre	cipitation		4500 't	5250	_ ' Elevation110F	rost-Free Days
Utilities:	Well	Water	NW Ele	ectric	Septic	Sewer	Propane Gas Cnty L	nk Telephone
Distance To:	10	Schools	40 Ho	spital	40	Markets	Adj Major Hwy. 40	Service Center

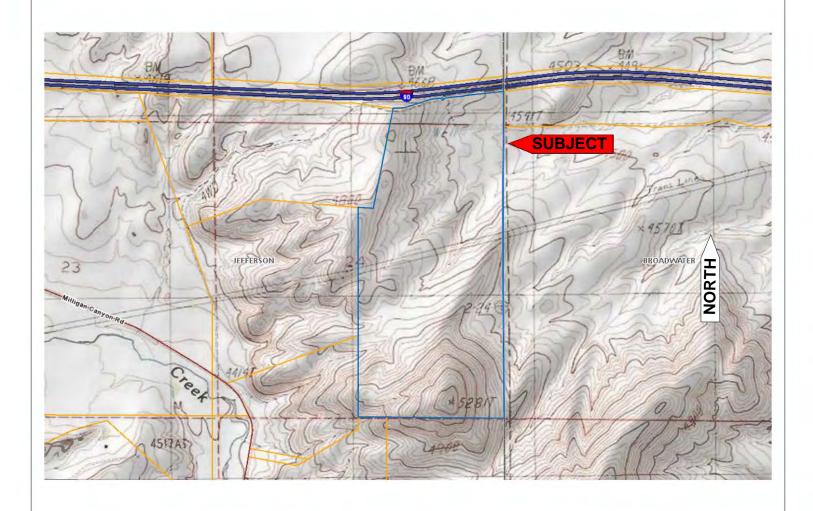
Comments According to the Department of Natural Resources and Conservation (DNRC) there is one water right appurtenant to the subject property. It is a well for stock water purposes with an output of 10 gallons per minute. No other water rights could be found.

The western and northern portion of the property is fenced. The northern fence has wood posts and sheep fence along the bottom and two strand barbed wire along the top in good condition. The east fence is appears to be wood and t-posts with barbed wire fencing in poor condition. No fence was seen along the south and western portion of the property.

The eastern portion of the property slopes to the east with several drainages converging into a single drainage that flows to the east and off the property.

There are no hazards or detriments that materially affect the value of the subject property. The subject is susceptible to the area weather but the surrounding area receives the same type of weather. The weed liability on the property is average for this unit in this area. Should this be of concern, a weed specialist should be engaged to inspect the weeds during the growing season in order to estimate the expected liability. This appraisal assumes that the weeds are not toxic and the appraiser reserves the right to update the appraisal should the area found to be hazardous. The Appraiser is not an expert in either the detection of hazardous or toxic substances or structural engineering, and did not conduct an environmental audit of the subject property. The property is being appraised assuming there are no toxic or hazardous substances present or associated with the subject property that would affect value. The Appraiser reserves the right to reassess the situation and adjust values if deemed necessary. A detailed search was not undertaken to ascertain the exact status of the mineral estate on the subject parcels. The encumbered fee simple estate is being appraised subject to the existing easements and reservations of record.

Topographic Map



Aerial Map





Viewing the east side of the subject property (property in the back ground).



Same location the the highest peak being near the south boundary.



View is southeast at the north boundary of the property.



Same location but viewing more to the south.



Same location.

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File#

Sales Comparison Approach (1-5)

	Sale Data	Subject	Sale #1 1	Sale #2 2	Sale #3 3	Sale #4 4	Sale #5 5
	Grantor (Seller)		Perry, Kevin	C5 Rodeo MT LLLP	White	Jones Ti	ree Rivers Rod & Gun Club
	Grantee (Buyer)		Peel Grane, Luke	Abbott, Joshua & Amanda	Sailor, Jason & Sherri	S & M Properties	Reedal, James
ם ב	Source		Co. Records	Co. Records	Co. Records	Co. Records	Co. Records
7	Date	Eff 11/23	12/21	05/21	02/21	09/20	01/20
	Eff Unit Size/Unit	326.31 / Acres	163	147	323	631	557
'	Sale Price		410,000	995,000	515,000	1,800,000	930,000
	Finance Adjusted		Cash	Cash	Cash	Cash	Cash
П	CEV Price		410,000	995,000	515,000	1,800,000	930,000
	Multiplier						
	Expense Ratio					62.88	

The Appraiser has cited sales of similar property to the subject and considered these in the market analysis. The description below includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and the sales documented. When significant items are superior to the property appraised, a negative adjustment is applied. If the item is inferior, a positive adjustment is applied. Thus, each sale is adjusted for the measurable dissimilarities and each sale producing a separate value indication. The indications from each sale are then reconciled into one indication of value for this approach.

CEV Price/ Acres		2,514.66	6,752.17	1,593.34	2,852.61	1,669.72						
	LAND AND IMPROVEMENT ADJUSTMENTS											
Land Adjustment		-0.06	0.00	0.00	-232.85	0.00						
Impvt. Adjustment		0.00	-3,874.40	0.00	-1,519.76	-698.02						
Adjusted Price		2,514.60	2,877.77	1,593.34	1,100.00	971.70						
TIME ADJUSTMENTS												
Yr X Mo	Periods	7	13	16	21	30						
0 1 37 0		2.00	2.00	2.00	2.00	2.00						

Yr	X	Мо	Periods	7	13	16	21	30		
Smpl	X	Cmp	Rate	2.00	2.00	2.00	2.00	2.00		
Auto	X	Man	Time Adjustment	373.88	844.93	593.97	567.23	788.40		
			Time Adj. Price	2,888.48	3,722.70	2,187.31	1,667.23	1,760.10		
OTHER ADJUSTMENTS										

<u> </u>		OIF	IEK ADJUSTME	NIS			
Location	JE Cnty	Inferior	Similar	Inferior	Inferior	Similar	
Location	Adjustment	500.00	0.00	1,000.00	1,000.00	0.00	
a:		Similar	Similar	Similar	Infeiror	Inferior	
Size	Adjustment	0.00	0.00	0.00	500.00	1,800.00	
	Adjustment						
	Adjustment						

Adjustment

Adjustment

Net Adjustments

Net Adjustments

3,389

3,723

3,187

3,168

3,560

Analysis/Comments: (Discuss positive and negative aspects of each sale as they affect value)

Prior to any adjustments the five sales range from \$1,600 to \$6,800 per acre. No land adjustment is made and a building adjustment is made to Sales 2, 4, and 5. Market pairings of sales/resells from Madison, Broadwater, Jefferson, and Gallatin County were analyzed to determine a time adjustment. Ten pairings from the four counties were analyzed and they range from .60% to 2.8% per month or 7.2% to 33.6% per year, compounded through June 2022. The most comparable pairings support a strong time adjustment of 2.0%/month or 24% per year, compounded. This strong market appreciation is evident across most of Southwest Montana. Once the time adjustment is made, the five sales range from \$1,700 to \$3,700 per acre. Sale 1, 3, and 4 are inferior for location. In pairing the three sales with Sales 2 and 5, a positive \$500/acre adjustment is concluded and applied to Sale 1; a positive \$1,000/acre adjustment is concluded and applied to Sale 3 and 4. Additional pairings indicate that Sales 4 and 5 are inferior for size. In pairing Sales 4 and 5 with Sale 3 a positive \$500/acre adjustment is concluded and applied to 4; while

(multiple) =

Sales Comparison Approach Summary:

Property Basis (Value Range): \$1,044,000.00\$ to \$1,207,000.00Unit Basis: \$3,400.00 / Acre X 326.31 Acres = \$1,109,454.00

00 | \$___

1,110,000

Sales Comparison Indication:

Multiplier Basis:

Sales Comparison Comments

a positive \$1,500/acre adjustment is concluded and applied to Sale 5. No additional pairings indicated an adjustment was needed. Once all the adjustments are made, the five sales range from \$3,200 to \$3,700 per acre. A fairly tight range. Sales 1, 3, and 4 are inferior to the subject property and set the bottom of the bracketed range. Sales 2 is superior to the subject property and sets the upper end of the bracketed range. Sale 2 is less then a mile from the subject property, but it has county gravel road access and is most level. Superior to the subject property for the legal access. The subject property has legal access but it is not developed or perfected access and the existing terrain on the subject property is rolling to steep foothill terrain. Thus, the subject is between Sale 1 at \$3,400 and Sale 2 at \$3,700 with Sale 5 at \$3,500 being the most comparable and given the most weight. Therefore, a final opinion of value of \$3,400 per acre is concluded and applied to the subject property. A value near the lower end of the bracketed range is concluded due to the access to the subject property. The neighbor to the west of the subject property was interviewed and he is adamant that the subject property does not have legal access. However, the Grant of Easement is documented and recorded in the Jefferson County Court House. The designated route uses the neighbors driveway and goes right by the west side of his house and up behind his house parallelling Interstate 90 to access the northwest corner of the subject property. Given the undeveloped access from the east and the west, the cost to develop the access road to the subject property would be recognized by the market. If the access road was developed and perfected a value near the higher end of the range would be applicable.

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File #

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Pairing Adjustment Summary (1-5)

Insert the "Land Adjusted" prices for each sale. At this point in the process, the sales and the subject are equal with regard to land mix or land components. View data for pairings and adjustment conclusions. Vacant and/or improved sales should be considered.

	Sale #1 1	Sale #2 2	Sale #3 3	Sale #4 4	Sale #5 5
Sale Date	12/21	05/21	02/21	09/20	01/20
Size	163.04	147.36	323.22	631.00	556.98
inancing	Cash	Cash	Cash	Cash	Cash
Sale Price \$/ Acre	\$ 2,514.66	\$ 6,752.17	\$ 1,593.34	\$ 2,852.61	\$ 1,669.72
and Adjustment	\$ 0.00	\$ -3,874.40	\$ 0.00	\$ -1,752.61	\$ -698.02
and Adjusted Price	\$ 2,514.66	\$ 2,877.77	\$ 1,593.34	\$ 1,100.00	\$ 971.70
Auto Calc Periods		TIME ADJU	STMENTS		
X Manually Calc Perio	ods				
Eff Appraisal Date	11/23	11/23	11/23	11/23	11/23
Yr. X Mo. Periods	s 7	13	16	21	30
Smpl X Cmp Rate	2.0	2.0	2.0	2.0	2.0
ime Adjustment	373.89	844.93	593.97	567.23	788.40
ime Adj. Price	2,888.55	3,722.70	2,187.31	1,667.23	1,760.10
	inancing fale Price \$/ Acre and Adjustment and Adjusted Price Auto Calc Periods X Manually Calc Period ff Appraisal Date Yr. X Mo. Period Smpl X Cmp Rate ime Adjustment	12/21 163.04 163.04	Isale Date 12/21 05/21 Size 163.04 147.36 Inancing Cash Cash Isale Price \$/ Acre \$ 2,514.66 \$ 6,752.17 Isale Price \$/ Acre \$ 2,514.66 \$ 6,752.17 Isale Price \$/ Acre \$ 2,514.66 \$ 2,877.77 Isale Price \$/ Acre \$ 2,514.66 \$ 2,877.77 Isale Price \$/ Acre \$ 2,514.66 \$ 2,877.77 Isale Price \$/ Acre \$ 2,514.66 \$ 11/23 Image: Auto Calc Periods Image: Acres Ac	12/21 05/21 02/21	Isale Date 12/21 05/21 02/21 09/20 Size 163.04 147.36 323.22 631.00 Inancing Cash Cash Cash Cash Isale Price \$/ Acre \$ 2,514.66 \$ 6,752.17 \$ 1,593.34 \$ 2,852.61 Isale Price \$/ Acre \$ 0.00 \$ -3,874.40 \$ 0.00 \$ -1,752.61 Isale Price \$/ Acre \$ 2,514.66 \$ 2,877.77 \$ 1,593.34 \$ 1,100.00 Isale Price \$/ Acre \$ 2,514.66 \$ 2,877.77 \$ 1,593.34 \$ 1,100.00 Isale Price \$/ Acre \$ 2,514.66 \$ 2,877.77 \$ 1,593.34 \$ 1,100.00 Isale Price \$/ Acre \$ 2,514.66 \$ 2,877.77 \$ 1,593.34 \$ 1,100.00 Isale Price \$/ Acre \$ 2,514.66 \$ 2,877.77 \$ 1,593.34 \$ 1,100.00 Isale Price \$/ Acre \$ 2,514.66 \$ 2,877.77 \$ 1,593.34 \$ 1,100.00 Isale Price \$/ Acre \$ 2,514.66 \$ 2,877.77 \$ 1,593.34 \$ 1,100.00 Isale Price \$/ Acre \$ 2,514.66 \$ 2,877.77 \$ 1,593.34

The adjustments below are intended to be used in the Sales Comparison Approach only.

П	Location Adjust.	Compare Sale #	2	with Sale #		834.15	difference		
		Compare Sale #	2	with Sale #	3 = \$	1,535.39	difference		
П	Conclude:	Compare Sale #	2	with Sale#	4 = \$	2,055.47	difference		
П	\$								
П	Adjustment	\$	\$	\$		\$		\$	
1	Subtotal	\$ 2,888.55	\$	3,722.70 \$	2,187.31	\$	1,667.23	\$	1,760.10
1	Adjust.	Compare Sale #		with Sale #	= \$		difference		
				with Sale #			difference		
	Conclude:			with Sale #			difference		
	\$	Company Cano							
	Adjustment	\$ 800.00	\$	\$	1,500.00	\$	1,500.00	\$	
L	Subtotal	\$ 3,688.55	\$	3,722.70 \$			3,167.23	\$_	1,760.10
1	Size Adjust.	Compare Sale #	5	with Sale #	3 = \$	-1,927.21	difference		
ш	•	Compare Sale #			3 = \$	-520.08	 difference		
	Conclude:	Compare Sale #							
ı	\$	Company Cano			+ -				
ı	Adjustment	\$	\$	\$		\$	500.00	\$	1,800.00
ł	Subtotal	\$ 3,688.55	\$	3,722.70 \$	3,687.31		3,667.23	\$_	3,560.10
1	Adjust	Compare Sale #		with Sala #	= \$		difference		
Ш	Adjust.	Compare Sale #		with Sale #	+ -				
	Canaluda	Compare Sale #							
	Conclude:	Compare Sale #		with Sale #	= \$		difference		
	Adjustment	\$	\$	\$		\$		\$	
	Subtotal	\$ 3,688.55	\$	3,722.70 \$	3,687.31	\$	3,667.23	\$	3,560.10

Comments and Conclusions:

File#

11142023268

Sales Comparison Approach - Land Adjustment for Sale# 1

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Compai	rison - Sale	#1	1	Land Adjus	tment Am	it.\$ -	0.06			
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Unit	\$/Unit	Total
			•		'n	1				
Recreational	163.04	2,514.66				326.31	2,514.66			820,559
Sale Land Cont	Sale Land Contrib. $410,000.00$ / Eff. Unit Size $163.04 = 2$					Total 8	20,559	/ Eff. Unit S	ize 326.3	1 = 2,514.66

Sales Comparison Approach - Improvement Adjustment for Sale# 1

Sale Impt.	Utl/Cond. Size X	\$/Unit	Contrib. Value	Subject Impt.	Utl/Cond.	Size X	\$/Unit	Contrib. Valu
	/ x\$	=\$;		/	Х	\$	=\$
	X \$	=\$			/	X	\$	=\$
	X \$	=\$			/	X	\$	=\$
	X \$	=\$			/	X	\$	=\$
	X \$	=\$			/	X	\$	=\$
	X \$	=\$			/	X	\$	=\$
	/x\$	=\$			/	X	\$	=\$
	/x\$	=\$			/	X	\$	=\$
	/x \$	=\$			/	X	\$	=\$
	/x\$	=\$			/	X	\$	=\$
	/x\$	=\$			/	X	\$	=\$
	/x\$_	=\$	i		/	X	\$	_=\$
	/x\$_	=\$	i		/	X	\$	_=\$
	/x\$_	=\$	i		/	X	\$	_=\$
	/x\$_	=\$	i		/	X	\$	_=\$
	/x\$_	=\$	i		/	X	\$	_=\$
	/x\$_	=\$	i		/	X	\$	_=\$
	/x\$_	=\$	i		/	X	\$	_=\$
	/x\$_	=\$	i		/	X	\$	_=\$
	/x\$_	=\$	i		/		\$	_=\$
Sale Effective L	Init Size: 163	.04 \$	S	Subject Effective	ve Unit Size:	3	326.31	\$
Total Improver	nent Value = \$ 0.0	00 /	Acres	Total Improver	ment Value	= \$	0.00	Acres

File#

11142023268

Sales Comparison Approach - Land Adjustment for Sale# 2

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Compar	rison - Sale	#2	2	Land Adjus	tment Am	t.\$ (0.00			,
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Units	\$/Unit	Total
					Ti .	11				
Recreational	147.36	2,877.77		Acre		326.31	2,877.77			939,045
Sale Land Cont	rib. 424,06	68.00 / E	ff. Unit Size 1	47.36 =	2,877.77	Total 9	39,045	/ Eff. Unit S	ize 326.3	1 = 2,877.77

Sales Comparison Approach - Improvement Adjustment for Sale# 2

Sales Compari Sale Impt.		Cond. Size	Х	\$/Unit		Contrib. Value	Subject Impt.	Utl/Co	nd. Size	e X	\$/Unit	Contrib. Value
House		/Avg2,481		182.00	=\$	451,542		/		X \$	=\$	
Barn	A	A 2,160			=\$	45,360				X \$	=\$	
Hay Shed	A	A 2,016	_X \$	14.40	_=\$ _	29,030				X \$	=\$	
Corrals		1	X \$	30,000.00	_)=\$	30,000				X \$	=\$	
Additional Well		1	X \$	15,000.00		15,000				X \$	=\$	
		/	X \$		_=\$ _					X \$	=\$	
		/	X \$		_=\$ _					X \$	=\$	
			_X \$		_=\$					X \$	=\$	
			_X \$		_=\$					X \$	=\$	
			_X \$		_=\$ _					X \$	=\$	
			_X \$		_=\$ _					X \$	=\$	
			_X \$		_=\$ _					X \$	=\$	
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			_X \$		_=\$ _					X \$	=\$	
			X \$		=\$					X \$	=\$	
			X \$		=\$					X \$	=\$	
			X \$		=\$					X \$	=\$	
			X \$		=\$					X \$	=\$	
			_X \$		=\$					X \$	=\$	
			_X \$		_=\$ _			/		X \$_	=\$	
Sale Effective U	nit Siz	e:	147	7.36	- \$	570,932	Subject Effective	ve Unit S	ize:	326	5.31 \$	
Total Improvem	ent V	alue = \$	3,87	4.40	I Ā	Acre	Total Improve	ment Va	lue = \$ ⁻	0.0	00 / 1	Acres

File#

11142023268

Sales Comparison Approach - Land Adjustment for Sale# 3

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Compar	Sales Comparison - Sale #3 3 Land Adjustment Amt. \$ 0.00									
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Units	\$/Unit	Total
			-		Til.	11			II	- 1
Recreational	323.22	1,593.34		Acre		326.31	1,593.34			519,923
Sale Land Cont	rib. 514,99	9.00 / Eff	Unit Size 32	23.22 =	1,593.34	Total 5	19,923	/ Eff. Unit S	ize 326.3	1 = 1,593.34

Sales Comparison Approach - Improvement Adjustment for Sale# 3

Sale Impt. Utl/Cond. Siz	ze X	\$/Unit	Contrib.	Value	Subject Impt.	Utl/Cond.	Size X	\$/Unit	Contrib. Valu
/	X \$	=\$				/	X \$	=\$	
	X \$	=\$				/	X \$	=\$	
/	X \$	=\$					X \$	=\$	
/	X \$	=\$				/	X \$	=\$	
/	X \$	=\$				/	X \$	=\$	
	X \$_	=\$				/	X \$	=\$	
	X \$_	=\$				/	X \$	=\$	
	X \$_	=\$	-			/_	X \$	=\$	
/	X \$_	=\$	-			/_	X \$	=\$	
	X \$_	=\$	-			/_	X \$	=\$	
	X \$_	=\$	-			/_	X \$	=\$	
/	X \$_	=\$				/_	X \$	=\$	
//	X \$_	=\$				/_	X \$	=\$	
	X \$_	=\$			-	/	X \$	=\$	
	X \$_	=\$			-	/	X \$	=\$	
	X \$_	=\$			-	/	X \$	=\$	
	X \$_	=\$				/	X \$	=\$	
	X \$_	=\$				/	X \$	=\$	
////	X \$_	=\$				/_	X \$	=\$	
/	X \$_	=\$				/_	X \$	=\$	
Sale Effective Unit Size: Total Improvement Value = \$	323		Acres		Subject Effective Total Improve			$\frac{5.31}{00}$, \$	Acres

File#

11142023268

Sales Comparison Approach - Land Adjustment for Sale# 4

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Compa	arison - Sale	#4	4	Land Adjus	tment Am	nt. \$ -2	32.85	-		
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Units	\$/Unit	Total
	58.00	3,200.00		Acre	11	T	3,200.00	11		
	38.00	1,485.00		Acre			1,485.00			
	530.00	1,100.00		Acre			1,100.00			
	5.00	3,200.00		Acre			3,200.00			
Recreational						326.31	1,100.00			358,941
Sale Land Cor	ntrib. 841,03	0.00 / Eff	. Unit Size 63	31.00 =	1,332.85	Total 3	58,941	/ Eff. Unit Si	ize 326.3	1 = 1,100.00

Sales Comparison Approach - Improvement Adjustment for Sale# 4

Sale Impt.	Utl/Cond. Size	X	\$/Unit	C	ontrib. Value	Subject Impt.	Utl/Cond.	Size >	(\$/Unit	(Contrib. Value
House	Avg / Avg 4,415	_X \$_	175.00	=\$_	772,625		/	>	< \$	=\$ _	
Shop/Barn	Avg /Avg 3,000	X \$	27.00	=\$	81,000		/	>	< \$	=\$	
Indoor Arena	Avg/Avg3,600	X \$	15.00	=\$	54,000		/	>	< \$	=\$	
Calving Barn	Avg/Avg2,160	X \$	23.75	=\$	51,300		/	>	< \$	=\$	
	/	X \$		=\$				>	< \$	=\$	
	/	X \$		=\$				>	< \$	=\$	
	/	X \$		=\$			/	>	< \$	=\$	
	/	X \$		=\$				>	< \$	=\$	
	/	X \$		=\$				>	< \$	=\$	
	/	X \$		=\$			/	>	< \$	=\$	
	/	X \$		=\$			/	>	< \$	=\$	
	/_	_X \$_		_=\$ _			/_	>	< \$	=\$ _	
	/_	_X \$_		_=\$ _			/_	>	< \$	=\$ _	
	/_	_X \$_		_=\$ _			/_	>	< \$	=\$ _	
	/_	_X \$_		_=\$ _			/_	>	< \$	=\$ _	
	/_	_X \$_		_=\$ _			/_	>	< \$	=\$ _	
	/_	_X \$_		_=\$ _			/_	>	< \$	=\$ _	
	/_	_X \$_		_=\$ _			/_	>	< \$	=\$ _	
		X \$		=\$			/	>	< \$ <u></u>	=\$	
		X \$		=\$				>	< \$	=\$	
Sale Effective L	Jnit Size:	631.	00	\$_	958,970	Subject Effective	ve Unit Size	:	326.31	\$	
Total Improver	ment Value = \$	1,519	0.76	/ Ā	cres	Total Improve	ment Value	= \$	0.00	/ Ā	cres

File#

11142023268

Sales Comparison Approach - Land Adjustment for Sale# 5

Adjust each sale to the subject's land mix (land adjustment) using unimproved sales. This page allows for a "quantitative land adjustment" only.

Sales Compar	rison - Sale	#5	5	Land Adjus	tment Am	t.\$ (0.00	-		= =
Land Use	Sale Acres	\$/Acre	Sale Unit Type	Sale Units	\$/Unit	Subj. Acres	\$/Acre	Subj. Units	\$/Unit	Total
					Ti .			1		= 1
	382.74	971.70					971.70			
	174.24	971.70					971.70			
Recreational						326.31	971.70			317,075
Sale Land Cont	rib. 541,21	7.00 / Eff	. Unit Size 55	56.98 =	971.70	Total 3	17,075	/ Eff. Unit S	ize 326.3	1 = 971.70

Sales Comparison Approach - Improvement Adjustment for Sale# 5

Sale Impt.	Utl/Cond. Size	e X	\$/Unit		Contrib. Value	Subject Impt.	UtI/Co	ond. S	Size X	\$/Unit		Contrib. Value
House	Avg / Avg 3,456			=\$	388,800	, ,		'	Χ		=\$	
		X \$		_ =\$,		/	,	X	-	 =\$	
	/	X \$		_ · _					X	-	_ =\$	
	/	X \$		=\$			/		X	-	 =\$	
		X \$		=\$					X	\$	=\$	
		X \$		=\$					X	\$	=\$	
		X \$		=\$					X		=\$	
	/	X \$		_ · _					X	-	_ =\$	
		X \$		_ =\$			/		X	-	 =\$	
		X \$		_ =\$			/		X	\$	 =\$	
		X \$		_ =\$			/		X		 =\$	
		X \$		=\$					X	\$	=\$	
		X \$		=\$					X	\$	=\$	
		X \$		_ =\$			/		X		 =\$	
		X \$		_ =\$			/		X		 =\$	
		X \$		_ =\$			/		X		 =\$	
		X \$		=\$			/		X	\$	=\$	
		X \$		=\$			/		X	\$	=\$	
	/	X \$		_ =\$			/		X	-	 =\$	
		X \$		_ · _			/		X	-	 =\$ -	
Sale Effective U	nit Size:		5.98	-	388,783	Subject Effective	ve Unit	 Size:		26.31	_	
Total Improvem	_	698		/ Ā	cres	Total Improve				0.00	/ A	Acres

N/A

N/A

Reconciliation and Opinion of Value

Summary

Discussion & Correlation of Values

Cost Approach s Income Approach s

Sales Comparison Approach \$ 1.110.000

Analysis of Each Approach and Opinion of Value: Strengths and weaknesses of each approach must be redressed correlating the final estimate from the indicated values. It should be noted that an appraisal utilizes all of the data available, therefore each lends support for the other approaches.

The COST APPROACH is most applicable when appraised property's improvements are new and represent the highest and best use of the land. Additionally, the Cost Approach is useful when there is a good bank of open land sales that are dependable and reliable and when the costing information is from excellent sources. The building contributory values were determined through costing information and through interviews with buyers and sellers, market data, Marshall and Swift Valuation Guide, area builders, and local contractors. Since the subject property and the sales have one land class, rural investment and the subject is not improved, the use of the Cost Approach becomes a redundancy of the Sales Comparison Approach and is not applicable to this appraisal.

The INCOME APPROACH is limited by the anticipated income stream and the expected rate of return. Most properties with an agricultural base are being subdivided into smaller rural residential tracts with buyers not recognizing the income potential of the agricultural land and thus paying a straight price per acre. Rural Investment properties in the market area do not have any viable economic use relative to rental values. As described, while some are used for agricultural grazing the fees generated by such uses do not justify, nor are they relevant to, an economic valuation of properties, and cannot support land values commanded in this investment oriented market. As such, a valuation of the subject property by the Income Approach is not applicable.

The SALES COMPARISON APPROACH is based on a direct comparison of similar properties which have sold in the subject area or a competing area. Given the nature of the market, similar properties for direct pairings were not available for adjustments for all factors of value but there was the ability to identify market supported adjustments for the components or factors affecting value as identified. The Sales Comparison Approach was utilized in this report and is felt to be a reliable approach to value given that it is relied upon heavily by buyers and sellers and the nature of the quantity and quality of data available.

The sales used are sales that possess features and characteristics generally similar to those of the appraised property. This sales data was used within the sales comparison to value and reflect a relatively narrow range that lends a higher degree of confidence to the final appraised value. The sales comparison approach has more weight applied because it is felt that it is more representative of the area market. The final opinion of the market value of the subject as of November 14, 2023 is at \$1,110,000.

Allocation of Value

Opinion Of V		(Estimated Ma	arketing Tir	ne	1-6	months, see	attached)	\$	1,110,0	000	
Cost of A	Additions	\$									
Allocation:	(Total De	eeded Units:	326.31	_)	Land: \$	1,110,000	\$_	3,402	/	(<u>100</u>	_%)
			Land In	nprove	ements: \$		\$_	0	/	(0	_%)
		Structural Im	provement	Contr	ibution: \$		\$	0	/	(0	%)

Value Estimate of Non-Realty Items:

Value of Personal Property (local market basis)	\$	_			
Value of Other Non-Realty Interests:	\$				
Non-Realty Items:	\$	\$_	0	_/	(<u>0</u> %)
Leased Fee Value (Remaining Term of Encumbrance)	\$	_ \$_	0	_/	(<u>0</u> %)
Leasehold Value	\$	\$_	0	/	(0_%)
Overall Value	\$1,110,000	_ \$_	3,402	_/	(100 %)

Assumptions and Limiting Conditions

The certification of the Appraiser(s) appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth in the report.

- 1. The Appraiser(s) assume no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser(s) render any opinion as to title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
- 2. Sketches in the report may show approximate dimensions and are included only to assist the reader in visualizing the property. The Appraiser(s) have made no survey of the property. Drawings and/or plats are not represented as an engineer's work product, nor are they provided for legal reference.
- 3. The Appraiser(s) are not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made.
- 4. Any distribution of the valuation in the report applies only under the existing program of utilization. The separate valuations of components must not be used outside of this appraisal and are invalid if so used.
- 5. The Appraiser(s) have, in the process of exercising due diligence, requested, reviewed, and considered information provided by the ownership of the property and client, and the Appraiser(s) have relied on such information and assumes there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser(s) assume no responsibility for such conditions, for engineering which might be required to discover such factors, or the cost of discovery or correction.
- 6. While the Appraiser(s) X have have not inspected the subject property and x have have not considered the information developed in the course of such inspection, together with the information provided by the ownership and client, the Appraiser(s) are not qualified to verify or detect the presence of hazardous substances by visual inspection or otherwise, nor qualified to determine the effect, if any, of known or unknown substances present. Unless otherwise stated, the final value conclusion is based on the subject property being free of hazardous waste contaminations, and it is specifically assumed that present and subsequent ownerships will exercise due diligence to ensure that the property does not become otherwise contaminated.
- 7. Information, estimates, and opinions furnished to the Appraiser(s), and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser(s) can be assumed by the Appraiser(s).
- 8. Unless specifically cited, no value has been allocated to mineral rights or deposits.
- 9. Water requirements and information provided has been relied on and, unless otherwise stated, it is assumed that:
 - a. All water rights to the property have been secured or perfected, that there are no adverse easements or encumbrances, and the property complies with Bureau of Reclamation or other state and federal agencies;
 - b. Irrigation and domestic water and drainage system components, including distribution equipment and piping, are real estate fixtures;
 - c. Any mobile surface piping or equipment essential for water distribution, recovery, or drainage is secured with the title to real estate; and
 - d. Title to all such property conveys with the land.
- 10. Disclosure of the contents of this report is governed by applicable law and/or by the Bylaws and Regulations of the professional appraisal organization(s) with which the Appraiser(s) are affiliated.
- 11. Neither all nor any part of the report, or copy thereof, shall be used for any purposes by anyone but the client specified in the report without the written consent of the Appraiser.
- 12. Where the appraisal conclusions are subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner consistent with the plans, specifications and/or scope of work relied upon in the appraisal.
- 13. Acreage of land types and measurements of improvements are based on physical inspection of the subject property unless otherwise noted in this appraisal report.
- 14. EXCLUSIONS. The Appraiser(s) considered and used the three independent approaches to value (cost, income, and sales comparison) where applicable in valuing the resources of the subject property for determining a final value conclusion. Explanation for the exclusion of any of the three independent approaches to value in determining a final value conclusion has been disclosed in this report.
- 15. SCOPE OF WORK RULE. The scope of work was developed based on information from the client. This appraisal and report was prepared for the client, at their sole discretion, within the framework of the intended use. The use of the appraisal and report for any other purpose, or use by any party not identified as an intended user, is beyond the scope of work contemplated in the appraisal, and does not create an obligation for the Appraiser.
- 16. Acceptance of the report by the client constitutes acceptance of all assumptions and limiting conditions contained in the report.
- 17. Other Contingent and Limiting Conditions:

AR®		File #	11142023268
Appraiser	r Certification		
I certify that, to the best of my knowledge and belief:			
1. the statements of fact contained in this report are true and of	correct.		
2. the reported analyses, opinions, and conclusions are limited and are my personal, impartial and unbiased professional a		_	nditions,
	ctive interest in the property th vith respect to the parties invo		s report and
4. I have performed X no the specified services that is the subject of this report within the three-year period	s, as an appraiser or in any otl immediately preceding accep		
5. I have no bias with respect to the property that is the subject	ct of this report or to the partie	s involved with this as	ssignment.
6. my engagement in this assignment was not contingent upon	n developing or reporting pred	determined results.	
 my compensation for completing this assignment is not con value or direction in value that favors the cause of the client result, or the occurrence of a subsequent event directly related 	t, the amount of the value opi	nion, the attainment o	
8. my analyses, opinions, and conclusions were developed, an <i>Uniform Standards of Professional Appraisal Practice.</i>	nd this report has been prepa	red, in conformity with	the
	on of the property that is the s	ubject of this report.	
10. X no one the specified persons provided signific certification.	cant real property appraisal as	sistance to the persor	n signing this
11. Ms. Lowry is a General Certified Real Estate Appraiser, Modern Medical Estate Appraiser, Modern			000
Effective Date of Appraisal: November 14, 2023	Opinion of Value:	\$1,110,0	000
Appraiser: Signature:	_ Property Inspection: Inspection Date:	XYes November 14, 202	
Name: Katié Lowry, A.R.A. License #: Certification #: MT Certified General REA-RAG-LIC-650 ASFMRA ASFMRA Member # 1664	Appraiser has $[X]$ ins the sales contained he	·	$\overline{\mathrm{X}}$ analyzed

Date Signed: November 15, 2023

ADDENDA

Exhibit 1 - Sales

Exhibit 2 - Deeds & COS

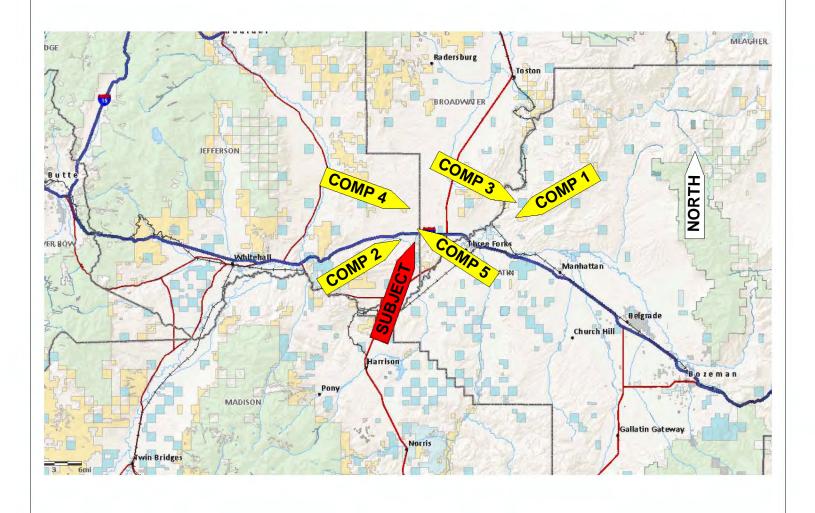
Exhibit 3 - Right of Way Easements

Exhibit 4 - Water Rights; Soil Maps

Exhibit 5 - Appraiser Qualifications

EXHIBIT 1

Sales Map



AR®				File #	11142023268
Index #	Databas		Sale #	1	
	Confidential	Sales Price	410,000	Property Type	Rural Homesite
Gr <mark>antee</mark>	Confidential	Other Contrib.		Primary Land Use	Rural Residentia
Deeded Acres	163.04	Net Sale Price	410,000	Document #	2760264
Sale Date/DOM	12/03/21 / 18	\$/Deeded Acre	2,514.66	MLS #	364115
Prior Sale Date		Financing	Cash	Surface Water	Seasonal
Prior CEV Price		% Fin. Adj.		Irrg. Water	No
Analysis Code	KR	CEV Price	410,000	Terrain	Rolling Rng
Source	Co. Records	SCA Unit Type	Acres	Public Land Boundary	BLM
Motivation	Open Market	Eff. Unit Size	163.04	Primary Water Source	Wells
Highest & Best Use		SCA \$/Unit	2,514.66	Water Issues	No
Address	Clarkston Rd	Multiplier Unit	,	Ac/AUM	10
City	Three Forks	Multiplier No.		Pasture Quality	F
County	Gallatin	Legal Access	Cnty Gravel	Cropland Colity	N/A
State/Zip	MT / 59752	Physical Access	•	eropiana Quinty	10/11
Region/Area/Zone	1 1	View	Average	Tax D/Ac ording	0000RDD215
Location	4.5 N. of Logan	Utilities _	Yes	Sec/i vp/ ge	11 / 2N / 2
	Township 2 North, Range				
Logai Dosonption.	20 minip 2 moral, Range				
		Land-Mix	Analysis		
Land Use	Ratios Acres			/pe \$/Unit	Total Unit Val
			Unit Siz		
Irrg Land	<u></u> %	Ac		X \$	= \$
Dry Cropland	<u></u> %	Ac		X \$	= \$
Hayland	<u></u> %	Ac		X \$	= \$
Tame Pasture	<u></u> %	Ac.		X \$	= \$
Rangeland	%	Ac		X \$	= \$
Farmstead	%	Ac.		X \$	= \$
Roads/Waste	%	Ac.		X \$	= \$
Other	%	Ac.		X \$	= \$
Leases	%	Ac		X \$	= \$
Recreational	<u></u> % <u></u> %163_04			X \$	= \$ 410,000
Totals	163.	2,514.66		X \$	= \$ 410,000
CEV Price \$	410,000 - La	nt Convibution \$	410,000 = Imp	rovement Contribution	n \$
			inting Commons		
			iation Summary		
Physical Deprecia	tion% Function	Specification of the second of	_% External Obsolesce	nce% Total D	Depreciation
Total RCN \$	Tota Impr	ovement Contribution	: \$ Ir	nprovement As % of Pr	ice
		Income S	Summary		
.			=	0/	- ^
ummary Total Ex	enses / Sta	abilized G.I.	= Expense Ratio = Cap Rate	% lotal Expense:	s = \$
Net Income	/ CEV	rice 410,000	= Cap Rate	% Net Income	e = \$
Property was liste	d for \$420,000. Borders	320 acres of BLM lar	nd. Terrain is a mix of r	olling rangeland and ste	eeper slopes.
	isects the property from n				
	1 1 2		•		

electrified high tensile smooth wire fencing. These smaller pastures have either developed stock water tanks or are watered by Milligan Creek.

11142023268

File #

Comments Continued

There are two water rights associated with the subject property. Water rights numbers 41G-30022138 and 41G-30023313. The first right is for domestic use and lawn and garden; the second right is for stock watering use. Both are wells approximately 60 feet in depth.

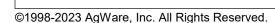
Improvement Comments: House: BI 1998. The exterior of the house consists of river rock and stucco. The interior consists of radiant floor heat with tile floors. The house is two bedrooms and a three quarter bath (no tub). The master bath has yet to be finished. The walls and ceiling through most of the house are pine tongue and groove with exposed vertical log support beams. The house has an attached green house inside the house with a dirt floor. No garage. The main room has two sided fireplace that opens up into the master bedroom as well as the living room. Large laundry room, water softner, and a large water heater. Double stove, electric glass top range, and a new dishwasher.

Barn: BI 1997. Barn is pole frame with metal siding and roof. Dirt floor; power and in talate. De cloped waterers inside the barn.

Hay Shed: BI 1997. Attached to barn and used as outside stalling area with de sloped waterers inside each stall. Open with no walls.

There is also a log shed near the house that was given no contributory alue. There was also a pole frame with metal siding storage shed down by the barn that is on skids and considered personal property and also given no contributory value.

Site Improvements: The rural land market in this area is not specific cough to identify the value of fixed improvements such as roadways, culverts, bridges, pasture and exterior fences, carals, such a developments, pipelines and ditches, and other cropland improvements on an individual basis. As such these are included where relevant in the per-acre land valuation.



AR®		JK Appraisal & C		File #	11142023268
Index #	Database		Sale #	5	Improved Sale
Grantor	Confidential	Sales Price	930,000	Property Type	Rural Homesite
Grantee	Confidential	Other Contrib.	020.000	Primary Land Use	Rural Residential
Deeded Acres	556.98	Net Sale Price	930,000	Document #	272521
Sale Date/DOM	01/31/20/_52	\$/Deeded Acre	1,669.72	MLS #	340547
Prior Sale Date		Financing _	Cash	Surface Water	Seasonal
Prior CEV Price		% Fin. Adj.		Irrg. Water	No
Analysis Code	KR	CEV Price _	930,000	Terrain	Rolling Rangeland
Source	Co. Records	SCA Unit Type _	Acres	Public Land Boundary	None
Motivation	Open Market	Eff. Unit Size	556.98	Primary Water Source	Well
Highest & Best Use		SCA \$/Unit	1,669.72	Water Issues	None
Address	2000 Wheatland Rd	Multiplier Unit _		Ac/AUM	10
City	Three Forks	Multiplier No.		Pasture Quality	Avg
County	Jefferson	Legal Access _	Cnty Gravel	Cropland Qulity	Avg
State/Zip	<u>MT</u> / 59752	Physical Access _	Yes		
Region/Area/Zone		View _	Average	Tax 7/Ke ording	0000000041
Location	5 NW of Three Forks	Utilities _	Yes	Sec/Typ/kge	13 / 2N / 1V
		1 am d 88°	Anglinic		
		Land-Mix			
Land Use	Ratios Acres	\$/Acre	Unit Si₂ Ty	pe \$/Unit	Total Unit Valu
Irrg Land	%	Ac		X \$	= \$
Dry Cropland	%% 382.74	4 Ac. <u>971.70</u>		X \$	= \$371,908
Hayland	%	Ac		X \$	= \$
Tame Pasture	%	Ac.		X \$	= \$
Rangeland	% 174.24	4 Ac. 9 1.70		X \$	= \$ 169,309
Farmstead	%	Ac.		X \$	= \$
Roads/Waste	%	Ac.		X \$	= \$
Other		Ac.		X \$	= \$
Leases	- ————————————————————————————————————	Ac		X \$	= \$
Recreational		i.c.		X \$	= \$
Totals	556.	971.70		X \$	= \$ 541,217
CEV Price \$	930,000 - La	nc Convibution \$	541,217 = Imp	rovement Contributio	n \$ 388,783
	C	ost and Deprec	iation Summary		
Physical Deprecia		obsolescence 0 ovement Contribution	_% External Obsolesce : \$ 388,800 In	nce $\underline{0}$ Total [nprovement As % of Pr	
		Income S			
O T			•	0/ T -4-1 .	- r
Summary Total Ex Net Income		bilized G.I Price930,000	= Expense Ratio = Cap Rate	% Total Expense % Net Incom	s = \$ e = \$
Net Income Property was liste indicating a full was a f		Price 930,000 19 and sold pre-pando House was built in 2	= Cap Rate emic. House is reported 006 and used as a lodge	to be a five bedroom 3 for the Rod and Gun C	e = \$

EXHIBIT 2

A. Suzanne Nellen A. Suzanne Nellen, Attorney at Law, PLLC 1800 W. Koch, Suite 5 Bozeman, MT 59715

*...

222998 Fee \$ 7.00
JEFFERSON COUNTY
Recorded 11/17/2006 At 10:00 AM
BONNIE RAMEY. Clerk and Recorder
By (Christophia) Deputy

QUITCLAIM DEED

FOR ADEQUATE CONSIDERATION, **GEORGE A. KAHRL**, of P.O. Box 950 Three Forks, MT 59752-0950, as Transferor, does hereby convey, remise, release and forever quitelain unto **HONEYMOON HOLDINGS**, **LLC** of P.O. Bex 950, Three Forks, MT 59752-0950, the Transferee, the following described real property in Jefferson County, Montana, to-wit:

A tract of land located in E½ of Section 24 and the SE¼ of Section 13, Township 2 North, Range 1 West, P.M.M., more particularly described as Tract #1 of Certificate of Survey recorded as Document #222039 in Folio 830-A-BR, records of Jefferson County, Montana.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title interest, dower, right of dower, property, possession, claim and demand whatsoever as well in law as in equity of the Transferor.

TO HAVE AND TO HOLD, unto the said Transferee, its successors and assigns forever.

Dated this 15 day of November, 2006.

GEORGE A. KAHRL

STATE OF MONTANA

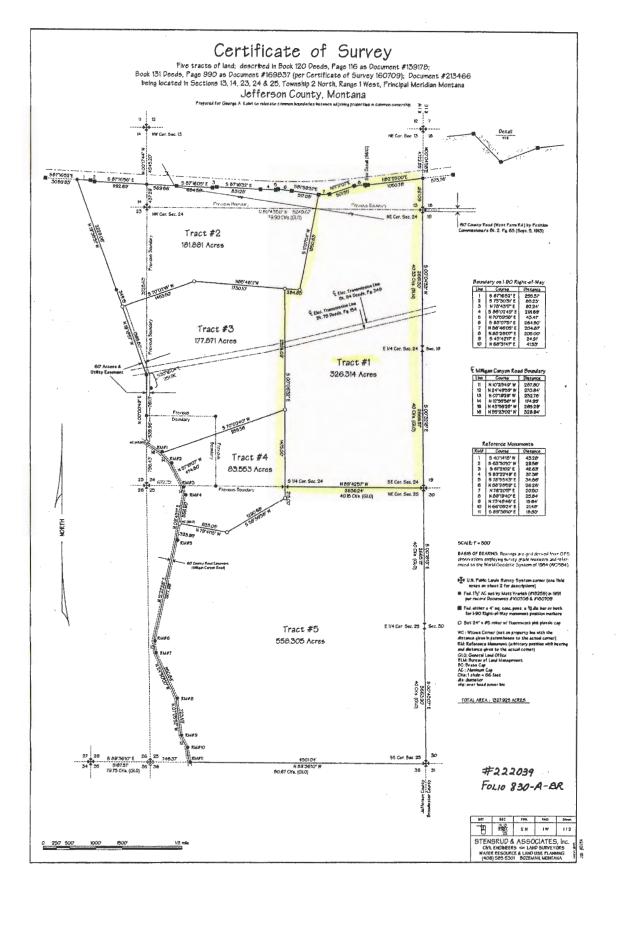
: ss.

County of Gallatin

On this 152 day of November, 2006, before me a Notary Public for said State, personally appeared GEORGE A. KAHRL, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Notary Public for the State of Mortana
Printed Name: CARCE
Residing at Markatlan, Montana

My Commission expires: Vicue 22, 2010



Certificate of Survey

Five tracts of land; described in Book 120 Deeds, Page 116 as Document #139178; Book 131 Deeds, Page 990 as Document #169837 (per Certificate of Survey 160709); Document #213466 being located in Sections 13, 14, 23, 24 & 25, Township 2 North, Range 1 West, Principal Meridian Montana Jefferson County, Montana

Presured for George A. Rahri to relective common boundaries lictures adjoints properties in common ownership

FIELD NOTES:

FIGURE NOTICE:

NOTICES CONTINUED: Notice 12: 5 that a 12: 5 that Coppored inscaled 31: A 21: 4a. pipe of 31: 10 th 10 th as a found at a reference involvement generor bearing in 47:00 is at a distance of 192 24: A 22: 4 th pope and sound 10: feeling sended in reference involvement position heaving in 45:00 if a stance of 077:1. These positions of correspond well or to the discreptions give as in the 10th described to the discreption give as the 10th described to the discreptions give as the 10th described to the discreption give as the 10th described to the discreptions give as the 10th described to the discreptions give as the 10th described to the second gives a three 10th described to the 10th described to 10th described t East 1/4 Cor. Section 13: Search found stat the provious 86M monument at the position has been less due to provious faming practices. No monument was re-det Wost 1/4 Cor. Section 15: Search Road true any provious monoment for this position has been lost due to provious Turning practices. No monoment was no set position has received and corprovers terming practices. He inhomened was reset Marthwest Corner Section 15: Freed a "1"; "But pipe of 3%" (BM BC 6" above ground as a vesticity slope. Pre-leave signedly to the herith. And of finete concludes so the north and a short distance to the south. There to reminete of a lones to east. Hersheast Cerner Section 24: Family all "(§") pipe of 3% TRUM (\$0.4") above grands are Paid Notes. Measurest heart (\$3.3") is a dispasse of (\$4.5") in them all force occurs posts. Them center posts, them cented to the first of them to the first of them and the first occurs of them to the first occurs occurs of them to the first occurs o

East V4 Cor. Section 24: Found a 2'8' due pipe of 3'4' BLM BC 4' above ground per Field Notes. Re hydr stone dround '8' to the north around a 4" sq. weaden post Southcase Corner Section 24 Found a Limestone glocality meeting GLO description. No distinguishable meetings on stone: Stone appears to Name local previously accepted. Sports 1/4 Car. Secretum 24: Search revealed so orielence of the GRO measurers. Set a 24' long #5 return rd? NC to a mound of stamp at shigh proportioned position Corner position (lats on a south slope 54' it north of an elean running generally EIW Southwest Corner Section 24: Found a 21 AC (Virginith #18255) Right with ground in a pasture and west of a partimesterly-southeasterly ranch; West M4 Cor Section 24: Search found that any previous monoment for this position has since been less. No representat was on sec.

Northwest Comer Section 24: Found a 2" AC (Yranish #1625) on a #5 retar 4" above ground and 1 ft rearth of a split trick fonce corner post. Ferces continue E/S with nemains fences running NW.

North 1/4 Cor Section 24: Search found that any previous remanent for this position has since been lose. No monament was to set.

East 114 Cov. Section 25: Found Unrestens precrafy mosting GLO description Quarter marking on stone very faint, Located and accepted original hearmystic which are now standing seage in good condition

Southeast Corner Section 25. Calculates position provided by Jim Gookel (#1455k.5) who will be sesting a 2° AC on a #5 robor concurrent with this survey.

South 1/4 Cor. Section 25: Search found that any provious monument for this position has shote been test. No reconstruct was re-set.

porsion into some scen tax. In a management was it to see.

Scratterest Ceret Factore 25: Care the search found that a say pre-into monument for this position has stock bear lost. The citalized position for this comer was taked in the citalized position for this comer was taked in the citalized position of the sate for the comercial found and stock for the comercial found and stock for the comercial found and ordered collection 26, 27, 34 & 35, the found monument at she not these comercial or discharge collection 26, 27, 34 & 35, the found monument at she not these comercial or discharge collection.

Encolor correct common to 26, 27, 34 & 35. Find, 5* 12* Immestage 6* alterior ground (firmly set in a small mount of stome. No markings visible on stome. Existing foxes man ETS and of immensta of incore to the NM. An old forese corner post is next to stome mount. Corner ites on a westerly slope.

West V4 Cor. Section 36. Vrames states on Doc.#160700 that he found a set state and heaving tree at 51% location. However, a search for the Breatine and pinc learing tree revealed notifing. No morament was re-Bet.

tree reviews horizing in monitorings was reliable. Self-disconsiderated on the south include finding a fine-score generally mosting the GLD ideactyption for the U4 corner common to Sec. 18.2. T.1 N. E.1 W and the foreighe wide, mask worth from add corner. The self-to involve yill disc. Collection for sold corner and control fine self-to-involve yill discontinuous control in the township flowcridary like and found to agree within acceptable fairns to other projection of the faceties projection worthman of the trace-like projection of the faceties projection worthman of the trace-like projection of the faceties projection worthman of the trace-like projection of the faceties projection worthman of the trace-like projection of the faceties projection worthman of the trace-like projection of the faceties project

Legal Description A tract of lawl paleg located in portions of Scottons 13, 14, 23, 24 & 25, Township 2 North, Range I Wass, Principal Meridian Montana; Jefforson County, Montana: Bolog harshor described as follows:

A Discis of a shall partie succided a spectrosis of Sections 13, Mr. 20, 4 Mr. 51, Intendity P. A. (1986).

A Discis of Section 14, Intendity P. A. (1986).

Pathweig at the convent common on Sections 13 & 24. Forwardly I hierit. Rungs I West and Sections 16 & 19. Forwardly I hierit. Rungs I West and Sections 16 & 19. Forwardly I hierit. Rungs I West and Sections 16 & 19. Forwardly I hierit. Rungs I West and Sections 16 & 19. Forwardly I hierit. Rungs I West and Sections 16 & 19. Forwardly I hierit. Rungs I West and Sections 16 & 19. Forwardly I hierit. Rungs I West and Section 24 for 26 Section 24 for 26 Section 24 for 26 Section 24 for 26 Section 24 Section 24 for 26 Section 24 for 26 Section 24 for 26 Section 24 Section 25 Section 24 Section 24 Section 25 Section 24 S

Said stack of land contains 1,327,925 acrost more or less, subject to all conting distances; whicher of record or not.

Examining Land Surveyor Certificate Thereby certify that the accompanying plot has been duty reviewed and for errors and ordersons purposent to Section 76.3-611(2)(a) MCA Parsed title 30 of August A.D. 2006

Treasurer's Certificate
Density consity personnes to Sociole 763-567(((s)) NCC. That all real property cases and special assessments lonked and assessed on the land so to submitted have been paid.

Dated title 31 day of Assert AD 2006.

Surveyor Certificate
1.4. Androw Stonovid, Romand Engineer Surveyor, 30 hereby state shall have performed the sarvey and plated the same as shown in accordance with the Montana Subshales and Plateing Art, Section 5-50 states, MAX. Dated this 17th day of August A.D. 2006

Mercina EVORANES

Owner's Exemption Certificate

George It Karter

STATE OF MONTANA }

On the 2D say of hugase AD 2006, before on the understand Mocary Paths and for said State of Montane, did personally agrees George A Saint Linten to not to be the person whose same is substribed to the foregoing instrument and accordingly to one that the executed the same.

in witness whereof i have see my hand and affixed my history Sea the day and year first above written

Montan State of Montana Residing as Bozertas, Montana My Commission expires 15 October, 2007

> FOLIO 830-A-BR 222039

Filing Certificate I hereby certify shat the loregoing lestrument was filed in this office at 3:30 distock Pm sths 31 day of August AD 2006 and recorded as DOCUMENT # 222234 In the official records of the Jefferson Comey
Clork & Recorder and placed in FOLIO # #30-A

Bonnie Ramus Catha & Du Bris, dag.

AT SEC 1996 KHS Sees. STENSRUD & ASSOCIATES, Inc. CMR ENGINEERS OF LAND SURVEYORS WATER RESOURCE & LAND USE FLANNING (406) 585 5501 BOZEMAN MONTANA

Return Recorded Deed to: Libster Building, LLC 11 W. Main, Ste. 223 Belgrade, MT 59714 231935 Fee \$ 7.00
JEFFERSON COUNTY
Recorded 01/05/2009 At 02:35 PM
BONNIE RAMEY, Clerk and Recorder
By Chry Fulbric Deputy

WARRANTY DEED

FOR VALUE RECEIVED, HONEYMOON HOLDINGS, LLC, 1215 S. 3rd Avenue, Bozeman, Montana 59715, the grantor, does hereby grant, bargain, sell, convey and confirm unto LIBSTER BUILDING, LLC, a Montana Limited Liability Company, of 11 W. Main, Ste. 223, Belgrade, Montana 59714, the grantee; the following described premises in Jefferson County, Montana:

TRACT 1 OF CERTIFICATE OF SURVEY NO. 222039, FOLIO 830A, LOCATED IN SECTIONS 13 AND 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, P.M.M., JEFFERSON COUNTY, MONTANA.

TO HAVE AND TO HOLD the said premises, with their tenements, hereditaments, and appurtenances unto the said grantee and its' successors and assigns forever. And the said granter does hereby covenant to and with the said grantee that he is the owner in fee simple of said premises; that the grantee shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances except all reservations or exceptions in federal patents, mineral reservations, liens, easements, assessments, rights-of-way, taxes, covenants, certificates, building and use restrictions, agreements and encumbrances of record or assessed against the above-described property; and that grantor will warrant and defend the same from all lawful claims whatsoever. EXCEPT with reference to the above items, this Warranty Deed is given with the usual covenants expressed in §30-11-110, M.C.A.

·
DATED this 17thday of Jan, 2007.
By Leonge a. Nale.
George A. Kahrl, Member of Honeymoon Holdings, LLC
STATE OF MONTANA)
၂များ : ss County of Gallatin)
On this 5th day of January, 200 5, before me, a Notary Public for the State of Montand personally appeared George A. Kahrl known to me to be the member of Honeymoon Holdings, LLC and the person whose name is subscribed to the above instrument and acknowledged to me that he executed the same on behalf of the Company.
Notary Public for the State of Montena SEAL Printed Name: (NOTA Sundle Pala)

OF HOTHER SEAL STATE OF HOTHER STATE OF HOTHER

Residing at:

Commission expires:

Return to: Nygard Family, LLC 135 East Main Bozeman, MT 59715 232931 Fee \$7.00 Page 1 of 1

JEFFERSON COUNTY
Recorded 4/10/2009 At 10:00 AM
BONNIE RAMEY, Clerk and Recorder
Ru

QUITCLAIM DEED

THIS INDENTURE made the Grad day of April , 2009, by and between LIBSTER BUILDING, LLC, a Montana Limited Liability Company, of 11 W. Main Street, Ste. 223, Belgrade, Montana 59714, as Transferor, and NYGARD FAMILY, LLC, a Montana Limited Liability Company, of 135 East Main, Bozeman, Montana 59715, as Transferee;

WITNESSETH:

That Transferor, for and in consideration of the sum of ten dollars and other valuable consideration (\$10.00 ovc), in hand paid by Transferee, receipt of which is hereby acknowledged, does hereby convey, remise, release and forever quitclaim unto the Transferee, and to its' successors and assigns, all of Transferor's right, title and interest in the following described real property, situated in the County of Jefferson, State of Montana, to-wit:

TRACT 1 OF CERTIFICATE OF SURVEY NO. 222039, FOLIO 830A, LOCATED IN SECTIONS 13 AND 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, P.M.M., JEFFERSON COUNTY, MONTANA.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity of Transferor's, of, in or to the said premises and every part and parcel thereof.

TO HAVE AND TO HOLD all and singular said premises, with the appurtenances unto Transferee, and its successors and assigns forever.

IN WITNESS WHEREOF, the Transferor hereby sets his hand and seal the day and year first
above written By:
Michael Libster, Managing Member
STATE OF MONTANA)
: ss
County of Gallatin)
On this 3 day of 2009, before me, a Notary Public for the State of Montana, personally appeared Michael Libster, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he is the Managing Member of Libster Building, LLC and executed the same on behalf of the Company.
Oliberta H. Pope

Notary Public for the State of Montana Printed Name: Rasecca H. Pa

Residing at: BOZEMAN, MONTANA
Commission expires: November 13, 2011

QUITCLAIM DEED

THIS INDENTURE made the 21st day of December, 2009, by and between NYGARD FAMILY, LLC, a Montana Limited Liability Company, of 135 East Main Street, Bozeman, Montana 59715, as Transferor, and Montana Historical Society, 225 North Roberts, Helena, Montana 59620, as Transferee:

WITNESSETH:

That Transferor, hereby acknowledged, does hereby convey, remise, release and forever quitclaim unto the Transferee, and to its' successors and assigns, all of Transferor's right, title and interest in the following described described real property, situated in the County of Jefferson, State of Montana, to-wit:

TRACT 1 OF CERTIFICATE OF SURVEY NO. 222039, FOLIO 830A, LOCATED IN SECTIONS 13 AND 24, TOWNSHIP 2 NORTH, RANGE 1 WEST, P.M.M., JEFFERSON COUNTY, MONTANA.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, interest, property, possession, claim and demand whatsoever as well in law as in equity of Transferor's, of, in or to the said premises and every part and parcel thereof.

TO HAVE AND TO HOLD all and singular said premises, with the appurtenances unto Transferee, and its successors and assigns forever.

IN WITNESS WHEREOF, the Transferor hereby sets his hand and seal the day and year first above written

Mygard, Managing Member

STATE OF MONTANA

: SS

County of Lewis and Clark)

On this 215 day of December, 2009, before me, a Notary Public for the State of Montana, personally appeared Thomas A. Nygard, known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he is the Managing Member of Nygard Family, LLC and executed the same on behalf of the Company.

Mysheth a. Reystrom Notary Public for the State of Montana Printed Name: Elizabeth A. Bergstrom Residing at: Lewis and Clark County

Commission expires: JANUARY 18, 2010

237468 Fee \$11.00

JEFFERSON COUNTY
Recorded 6/17/2010 At 9:50 AM
BONNIE RAMEY, Clerk and Recorder
BV

EXHIBIT 3

Return to: Three Forks Land Company, LLC 1031 River Drive, SE Grand Rapids, MI 49508

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GRANT OF EASEMENT

This Grant of Easement (hereinafter referred to as "Agreement") is made on this 27th day of 2008, by and between HONEYMOON HOLDINGS, LLC (hereinafter referred to as "Grantor"), a Montana Limited Liability Company, of 11 W. Main, Ste. 223, Belgrade, Montana 59714, does convey and grant unto THREE FORKS LAND COMPANY, LLC, (hereinafter referred to as "Grantee"), a Montana Limited Liability Company, of 1031 River Drive, SE, Grand Rapids, MI 49508, its successors and assigns forever, an easement, subject to and based upon the following terms and conditions.

RECITALS

WHEREAS, the Grantor owns the real property (hereinafter "Grantor's Parcel") in Jefferson County, Montana, described as follows:

Tract 1 of Certificate of Survey No. 222039, Folio 830A located in Sections 13, 14, 23 and 24, Township 2 North, Range 1 West, P.M.M., Jefferson County, Montana.

WHEREAS, the Grantee owns the real property (hereinafter "Grantee's Parcel") in Jefferson County, Montana, described as follows:

Tract 2 of Certificate of Survey No. 222039, Folio 830A located in Sections 13, 14, 23 and 24, Township 2 North, Range 1 West, P.M.M., Jefferson County, Montana.

WHEREAS, the Grantor's Parcel and the Grantec's Parcel are contiguous;

WHEREAS, the parties desire to create a 60 foot wide road easement for vehicular travel for purposes of providing ingress and egress access that originates at the northeast corner of Grantor's Parcel and then travels west along said northern boundary until it terminates at the

Honeymoon Holdings, LLC Three Forks Land Company, LLC Grant of Easement]



northwest corner of Grantor's Parcel;

WHEREAS, Grantor is willing to grant Grantee a 60 foot wide road easement for vehicular travel for purposes of providing ingress and egress access that originates at the northeast corner of Grantor's Parcel and then travels west along said northern boundary until it terminates at the northwest corner of Grantor's Parcel subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including, but not limited to, the mutual covenants and promises contained herein, do hereby agree as follows:

AGREEMENT

1. <u>Description of Easement.</u> Grantor agrees to create a 60 foot wide road easement for vehicular travel for purposes of providing ingress and egress access that originates at the northeast corner of Grantor's Parcel and then travels west along said northern boundary until it terminates at the northwest corner of Grantor's Parcel. The location and description of said easement as depicted in Exhibit A attached hereto is as follows:

The easement is approximately sixty (60) feet in width and shall be for vehicular travel for purposes of ingress and egress. The easement shall commence at the northeast corner of Grantor's Parcel and shall travel west along the northern boundary of Grantor's Parcel until it terminates at the northwest corner of Grantor's Parcel.

- 2. <u>Grant of Easement.</u> Grantor hereby grants and conveys to Grantee, its successors and assigns the easement described in Section 1 herein and Grantee hereby accepts the grant and conveyance of said easement from Grantor.
- 3. Expenses and Costs Associated with Easement. Grantor agrees to pay for and be responsible for all expenses and costs associated with the creation, conveyance and recording of the easement and this Agreement, including, but not limited to, all recording fees, filing fees, surveying fees, engineering fees, and attorney fees.
- 4. <u>Maintenance of the Easement.</u> Grantor agrees that any and all costs and expenses of keeping, maintaining, repairing and restoring the easement shall be the responsibility of Grantor, and Grantor's heirs, successors and assigns.
- 5. <u>Binding Effect.</u> The easement shall run with the land and shall be binding upon the heirs, successors and assigns of the respective parties thereto.
- 6. Entire Agreement; Merger of Previous Understanding. This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transaction contemplated herein, and all prior or contemporaneous negotiations, communications,

Honeymoon Holdings, LLC Three Forks Land Company, LLC Grant of Easement

conversations, understandings and agreements had between the parties hereto, oral or written, are merged in this Agreement.

- 7. Effect of Waivers and Consents. No waiver of default by any party or parties hereto shall be implied from any omission by a party or parties to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by a party or parties shall not be construed to be a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by any party or parties shall not be deemed to waive or render unnecessary the consent to or approval of said party or parties of any subsequent or similar acts by a party or parties.
- 8. <u>Modification.</u> This Agreement may not be amended, modified or changed except by a written instrument signed by Grantor and Grantee, or their heirs, successors or assigns.
- 9. <u>Construction</u>. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Headings at the beginning of sections and subsections of this Agreement are solely for the convenience of the parties and are not a part of this Agreement. When required by the context, the words "Grantor" and "Grantee" shall include the respective heirs, successors and assigns, if any, of them.
- 10. Governing Law and Jurisdiction. This Agreement shall be governed by and constructed in accordance with the laws of Montana. All lawsuits filed to interpret or enforce the terms and conditions of this Agreement must be filed in the 5th Judicial District, Jefferson County, Montana.
- 11. <u>Severance</u>. Should any portion of this Agreement be declared invalid and unenforceable then such portion shall be deemed to be severed from this Agreement and shall not affect the remainder of this Agreement.
- 12. <u>Counterparts</u>. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. As used herein, "counterpart" shall include full copies of this Agreement signed and delivered by facsimile transmission, as well as photocopies of such facsimile transmission.
- 13. Attorney Fees. In the event it becomes necessary for a party to enforce any of the provisions of this Agreement through legal action, it is understood and agreed that the prevailing party shall recover said party's reasonable attorney's fee, together with all costs and expenses pertaining thereto.

Honeymoon Holdings, LLC Three Forks Land Company, LLC Grant of Easement 3

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IN WITNESS WHEREOF, each of the parties has hereunto set its hands on the date indicated.

GRANTOR:

GRANTEE:

HONEYMOON HOLDINGS, LLC

THREE FORKS LAND COMPANY, LLC

Michael Libster, Managing Member

Gary Vandenberg, Member

230695 Fee \$ 76.00

JEFFERSON COUNTY

Recorded 08/29/2008 At 02:00 PM
BONNIE RAMEY. Clerk and Recorder

By ______ Deputy

4 of

IN WITNESS WHEREOF, each of the parties has hereunto set its hands on the date indicated.

GRANTEE:

HONEYMOON HOLDINGS, LLC

Michael Libster, Managing Member

Gary Vandenberg, Member

5 of

Honeymoon Holdings, LLC Three Forks Land Company, LLC Grant of Easement

STATE OF MONTANA) : s: County of Gallatin)	230695 Fee \$ 76.00 JEFFERSON COUNTY Recorded 08/29/2008 At 02:00 PM BONNIE RAMEY. Clerk and Recorder By Deputy
for the State of Montana, persona whose name is subscribed to the	, 2008, before me, the undersigned, a notary public ally appeared Michael Libster, known to me to be the person within instrument and acknowledged to me that he is the heldings, LLC and executed the same on behalf of the
IN WITNESS WHERE COMMENTED AND A SOUTH AND	Notary Public for the State of Montana Printed Name: State of Montana
STATE OF	8
the person whose name is subscri	, 2008, before me, the undersigned, a notary public personally appeared Gary Vandenberg, known to me to be bed to the within instrument and acknowledged to me that he is see Forks Land Company, LLC and executed the same on behalf
IN WITNESS WHERE (day and year first above written.	OF, I have hereunto set my hand and affixed my notary seal the
	Notary Public for the State of

Honeymoon Holdings, LLC Three Forks Land Company, LLC Grant of Easement 230695 Fee \$ 76.00 JEFFERSON COUNTY

HAP

		ROMMIF	RAMEY,	2008 At 0 Clerk and	Recorder	104
STATE OF MONTANA) : ss	Ву			Deputy	8
County of Gallatin	, ss)					
On this 25m day of for the State of Montana, pe whose name is subscribed to managing member of Hone Company.	rsonally app the within	peared Micha instrument a	iel Libster nd acknow	, known to ledged to r	me to be the ne that be is	person the
IN WITNESS WHI		ave hereunto	set my ha	nd and affi	xed my nota	ry seal the
HILLIAM G. SOU	A THE	00	,		0 /	

Sharan

Notary Public for the State of Montana Printed Name: Succor 6

Residing at: Bozeman My commission expires:

STATE OF Michigan) County of

E OF MON

On this 24 day of August , 2008, before me, the undersigned, a notary public for the State of Michi 9911, personally appeared Gary Vandenberg, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he is an authorized member of the Three Forks Land Company, LLC and executed the same on behalf of the Company.

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

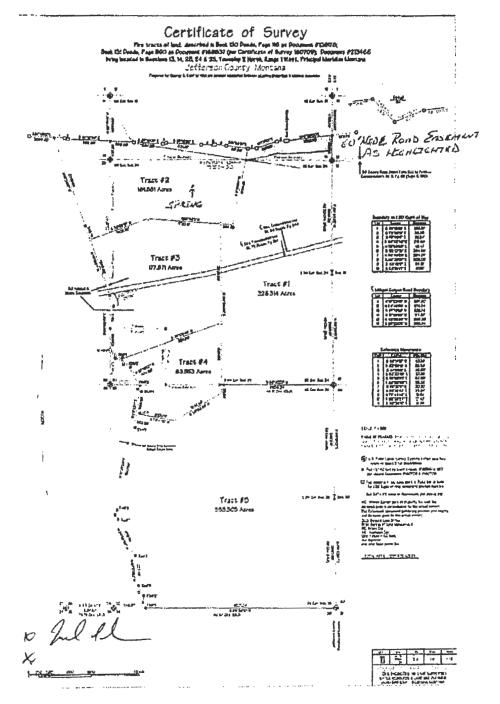
HEEN NL A DE' . MICHIGAN NC - I NOTAR: , u9/20/2011 MYO (ISSAME) - County C Action

Deanne Mr) Lean Notary Public for the State of Michigan Printed Name: Deanne M Green
Residing at: 1319 Michigan St Grand Rapids MI 49503 My commission expires: 9-20- 2011

Honeymuon Holdings, LLC Three Forks Land Company, LLC Grant of Easement

DEANNE M. GREEN NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF KENT MY COMMISSION EXPIRES 03/20/2011 Action in the County of Kent

GANTER - THERETORES LAND CO., LLC



Return to: Honeymoon Holdings, LLC 11 W. Main, Ste. 223 Belgrade, MT 59714

230696 Fee \$ 76.00
JEFFERSON COUNTY
Recorded 08/29/2008 At 02:00 PM
BONNIE RAMEY Clerk and Recorder
By Bonnie Round

lof 8

GRANT OF EASEMENT

This Grant of Easement (hereinafter referred to as "Agreement") is made on this 27th day of Agreement, 2008, by and between, THREE FORKS LAND COMPANY, LLC, (hereinafter referred to as "Grantor"), a Montana Limited Liability Company, of 1031 River Drive, SE, Grand Rapids, MI 49508, does convey and grant unto HONEYMOON HOLDINGS, LLC (hereinafter referred to as "Grantee"), a Montana Limited Liability Company, of 11 W. Main, Ste. 223, Belgrade, Montana 59714, its successors and assigns forever, an easement, subject to and based upon the following terms and conditions.

RECITALS

WHEREAS, the Grantor owns the real property (hereinafter "Grantor's Parcel") in Jefferson County, Montana, described as follows:

Tract 2 of Certificate of Survey No. 222039, Folio 830A located in Sections 13, 14, 23 and 24, Township 2 North, Range 1 West, P.M.M., Jefferson County, Montana.

WHEREAS, the Grantee owns the real property (hereinafter "Grantee's Parcel") in Jefferson County, Montana, described as follows:

Tract 1 of Certificate of Survey No. 222039, Folio 830A located in Sections 13, 14, 23 and 24, Township 2 North, Range 1 West, P.M.M., Jefferson County, Montana.

WHEREAS, the Grantor's Parcel and the Grantee's Parcel are contiguous;

WHEREAS, the parties desire to create a 60 foot wide road easement for vehicular travel for purposes of ingress and egress access that commences at the southwestern corner of Grantor's Parcel then travels north along said western boundary until it turns at the northwestern corner of

Three Forks Land Company Honeymoon Holdings, LLC Grant of Easement

230696 Fee \$ 76.00 JEFFERSON COUNTY Recorded 08/29/2008 At 02:00 PM BONNIE RAMEY, Clerk and Recorder Deputy

Grantor's Parcel and then travels east along said northern boundary until it terminates at the northeastern boundary of Grantor's Parcel where it intersects with the existing easement on Grantee's Parcel.

WHEREAS, Grantor is willing to grant Grantee a 60 foot wide road easement for vehicular travel for purposes of ingress and egress access that commences at the southwestern corner of Grantor's Parcel then travels north along said western boundary until it turns at the northwestern corner of Grantor's Parcel and then travels east along said northern boundary until it terminates at the northeastern boundary of Grantor's Parcel where it intersects with the existing easement on Grantee's Parcel subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including, but not limited to, the mutual covenants and promises contained herein, do hereby agree as follows:

AGREEMENT

Description of Easement. Grantor agrees to create a 60 foot wide road easement for vehicular travel for purposes of ingress and egress access that commences at the southwestern corner of Grantor's Parcel then travels north along said western boundary until it turns at the northwestern corner of Grantor's Parcel and then travels east along said northern boundary until it terminates at the northeastern boundary of Grantor's Parcel where it intersects with the existing easement on Grantee's Parcel. The location and description of said easement as depicted in Exhibit A attached hereto is as follows:

The easement is approximately sixty (60) feet in width for vehicular travel for purposes of ingress and egress access and shall commence at the southwestern corner of Grantor's Parcel then travels north along said western boundary until it turns at the northwestern corner of Grantor's Parcel and then travels east along said northern boundary until it terminates at the northeastern boundary of Grantor's Parcel where it intersects with the existing easement on Grantee's Parcel.

- Grant of Easement. Grantor hereby grants and conveys to Grantee, its successors and 2. assigns the easement described in Section 1 herein and Grantee hereby accepts the grant and conveyance of said easement from Grantor.
- Expenses and Costs Associated with Easement. Grantor agrees to pay for and be responsible for all expenses and costs associated with the creation, conveyance and recording of the easement and this Agreement, including, but not limited to, all recording fees, filing fees, surveying fees, engineering fees, and attorney fees.
- Maintenance of the Easement. Grantor agrees that any and all costs and expenses of Three Forks Land Company

Honeymoon Holdings, LLC Grant of Easement

230696 Fee \$ 76,00
JEFFERSON COUNTY
Recorded 08/29/2008 At 02:00 PM
BONNIE RAMEY, Clerk and Recorder
By Deputy



keeping, maintaining, repairing and restoring the easement shall be the responsibility of Grantor, and Grantor's heirs, successors and assigns.

- 5. <u>Binding Effect.</u> The easement shall run with the land and shall be binding upon the heirs, successors and assigns of the respective parties thereto.
- 6. Entire Agreement; Merger of Previous Understanding. This Agreement embodies and constitutes the entire understanding between the parties hereto with respect to the transaction contemplated herein, and all prior or contemporaneous negotiations, communications, conversations, understandings and agreements had between the parties hereto, oral or written, are merged in this Agreement.
- 7. Effect of Waivers and Consents. No waiver of default by any party or parties hereto shall be implied from any omission by a party or parties to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this Agreement by a party or parties shall not be construed to be a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by any party or parties shall not be deemed to waive or render unnecessary the consent to or approval of said party or parties of any subsequent or similar acts by a party or parties.
- 8. <u>Modification.</u> This Agreement may not be amended, modified or changed except by a written instrument signed by Grantor and Grantee, or their heirs, successors or assigns.
- 9. <u>Construction</u>. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Headings at the beginning of sections and subsections of this Agreement are solely for the convenience of the parties and are not a part of this Agreement. When required by the context, the words "Grantor" and "Grantee" shall include the respective heirs, successors and assigns, if any, of them.
- 10. <u>Governing Law and Jurisdiction</u>. This Agreement shall be governed by and constructed in accordance with the laws of Montana. All lawsuits filed to interpret or enforce the terms and conditions of this Agreement must be filed in the 5th Judicial District, Jefferson County, Montana.
- 11. <u>Severance</u>. Should any portion of this Agreement be declared invalid and unenforceable then such portion shall be deemed to be severed from this Agreement and shall not affect the remainder of this Agreement.
- 12. <u>Counterparts</u>. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. As used herein, "counterpart" shall include full copies of this

Three Forks Land Company Honeymoon Holdings, LLC Grant of Easement

Agreement signed and delivered by facsimile transmission, as well as photocopies of such facsimile transmission.

13. Attorney Fees. In the event it becomes necessary for a party to enforce any of the provisions of this Agreement through legal action, it is understood and agreed that the prevailing party shall recover said party's reasonable attorney's fee, together with all costs and expenses pertaining thereto.

IN WITNESS WHEREOF, each of the parties has hereunto set its hands on the date indicated.

GRANTOR:

GRANTEE:

THREE FORKS LAND COMPANY, LLC

HONEYMOON HOLDINGS, LLC

Gary Vandenberg, Member

Michael Libster, Managing Member

230696 Fee \$ 76.00

JEFFERSON COUNTY

Recorded 08/29/2008 At 02:00 PM
BONNIE RAMEY. Clerk and Recorder
Deputy

rov R Agreement signed and delivered by facsimile transmission, as well as photocopies of such facsimile transmission.

13. Attorney Fees. In the event it becomes necessary for a party to enforce any of the provisions of this Agreement through legal action, it is understood and agreed that the prevailing party shall recover said party's reasonable attorney's fee, together with all costs and expenses pertaining thereto.

IN WITNESS WHEREOF, each of the parties has hereunto set its hands on the date indicated.

GRANTOR:

GRANTEE:

THREE FORKS LAND COMPANY, LLC

HONEYMOON HOLDINGS, LLC

Gary Vandenberg, Member

Michael Libster, Managing Member

5 of

230696 Fee \$ 76.00

JEFFERSON COUNTY

Recorded 08/29/2008 At 02:00 PM

BONNIE RAMEY, Clerk and Recorder

By Deputy

604

STATE OF _	Michigan)	
County of	hent)	SS

On this <u>Re</u> day of <u>Argost</u>, 2008, before me, the undersigned, a notary public for the State of <u>Mrchigan</u>, personally appeared Gary Vandenberg, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he is an authorized member of the Three Forks Land Company, LLC and executed the same on behalf of the Company.

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

DEANNE M. GREEN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
MY COMMISSION EXPIRES 09/20/2011
Actino in the County of Light

Whome M Dean
Notary Public for the State of Michigan
Printed Name: Deanne M Green
Residing at: 1319 Michigan St Grand Rapids MI 49503

My commission expires: 9-20-3011

STATE OF MONTANA)
:
County of Gallatin)

On this 25rd day of Austra , 2008, before me, the undersigned, a notary public for the State of Montana, personally appeared Michael Libster, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he is the managing member of Honeymoon Holdings, LLC and executed the same on behalf of the Company.

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

SEAL SEAL

Notary Public for the State of Montana Printed Name: Suggest 6. South

Residing at: Boreman, Mr

My commission expires: Cor. 22, 2010

Three Forks Land Company Honeymoon Holdings, LLC Grant of Easement

	JEFFERSON COUNTY
STATE OF)	Recorded 08/29/2008 At 02:00 PM BONNIE RAMEY, Clerk and Recorder
: 55	By Deputy U
County of)	
for the State of, the person whose name is subscribed	, 2008, before me, the undersigned, a notary public personally appeared Gary Vandenberg, known to me to be d to the within instrument and acknowledged to me that he is Forks Land Company, LLC and executed the same on behalf
IN WITNESS WHEREOF day and year first above written.	, I have hereunto set my hand and affixed my notary seal the
	Notary Public for the State of Printed Name: Residing at: My commission expires:
STATE OF MONTANA) : ss	
County of Gallatin)	
for the State of Montana, personally whose name is subscribed to the wit	, 2008, before me, the undersigned, a notary public appeared Michael Libster, known to me to be the person hin instrument and acknowledged to me that he is the foldings, LLC and executed the same on behalf of the
day and year first above written	, I have hereunto set my hand and affixed my notary seal the
Three Forks Land Company Honeymoon Holdings, LLC Grant of Easement	Notary Public for the State of Montana Printed Name: SHARON G. SOUTHARD Residing at: BOZEMAN, MT My commission expires: Opr. 22, 2010
Three Forks Land Company Honeymoon Holdings, LLC Grant of Easement	5

EXILBET A THREATURIES LIMB Co, LLC Horryman HOLDENES LLC CHINITAR Certificate of Survey

of lint described is Book IED Doods, Page 108 as Document #1850#;

Por as Document #185057 for Certificate of Survey Motions, Sessioner #20466

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on Energy Survey Mottain GO WEDE ROID Ensur. AS Trace #2 the HEIGHTEIS. Ji stud Trace #3 Tracs #1 3263H A:RS 230696 Fee \$ 76.00
JEFFERSON COUNTY
Recorded 08/29/2008 At 02:00 PM
BONNIE RAMEY. Clerk and Recorder
By
Deputy Tracs #4 83353 Aans arile o 04A.5 7 + 308 SAME OF MANDA STATE OF CONTRACT OF THE CONTRAC 2 m 2 2 mm 37 2 2m 32 Truck #5

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EXHIBIT 4

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:

41G 94230-00 STATEMENT OF CLAIM

Version: 3 -- REEXAMINED

Version Status: ACTIVE

Owners:

MONTANA, STATE OF HISTORICAL SOCIETY

225 N ROBERTS ST HELENA, MT 59601-4514

Priority Date:

DECEMBER 31, 1956

Enforceable Priority Date: DECEMBER 31, 1956

Type of Historical Right: USE

Purpose (use):

STOCK

Maximum Flow Rate:

10.00 GPM

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:

GROUNDWATER

Source Type:

GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u> 1 Govt Lot

<u>Sec</u>

24

Rge County Twp

2N 1W JEFFERSON

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: WELL

Period of Use:

JANUARY 1 to DECEMBER 31

Qtr Sec

NENENE

NENENE

Place of Use:

<u>ID</u>

Acres Govt Lot

Qtr Sec Sec Twp

Rge County 1W **JEFFERSON**

Remarks:

THE FOLLOWING ELEMENTS WERE AMENDED BY ORDER OF THE MONTANA WATER COURT GRANTING A MOTION TO AMEND FILED UNDER SECTION 85-2-233 (6), MCA: POINT OF DIVERSION AND PLACE OF

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

NOTICE OF WATER RIGHT TRANSFER RECEIVED 01/30/1987.

NOTICE OF WATER RIGHT TRANSFER RECEIVED 08/13/1986.

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 39531 RECEIVED 06/30/2006. OWNERSHIP UPDATE TYPE 608 # 44000 RECEIVED 01/23/2007. OWNERSHIP UPDATE TYPE DOR # 126528 RECEIVED 12/21/2009.



Print Map

View

Help Abstract

Legend

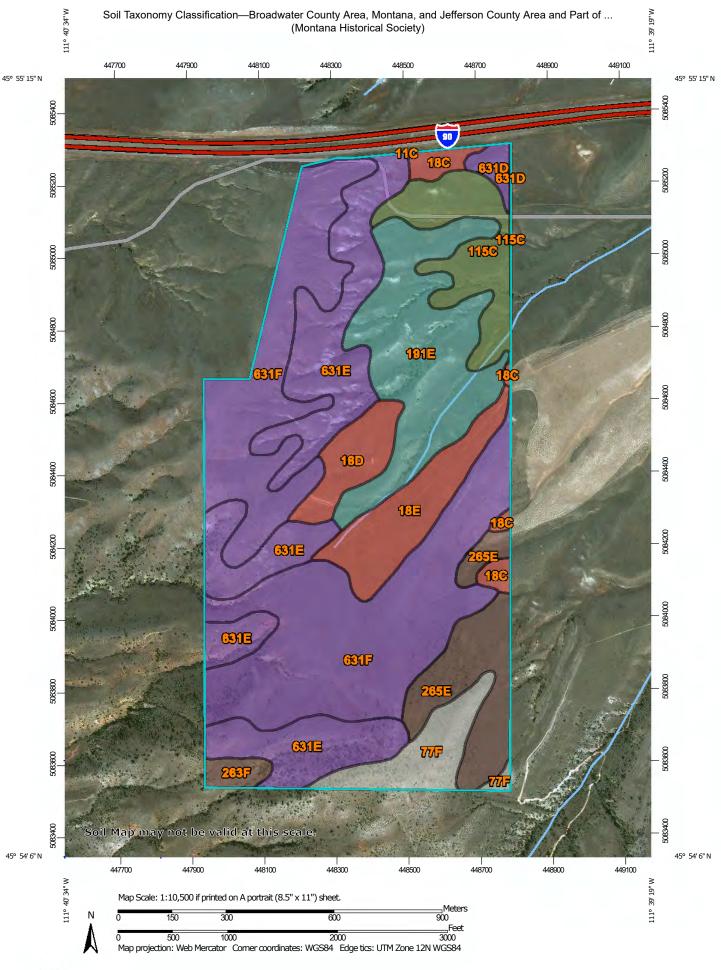
- ✓ Diversion Count:
 - Surface water diversion.
 - Ground water diversion.
- Adjacent Diversions
 - Surface water diversion.
 - Ground water diversion.
- ✓ ☐ Place of Use Legal Land Descriptions
- Adjacent POUs
- Cadastral T
- PLSS Detail

Note:

Contact DNRC if you have any questions or if the mapped information appears incorrect.

The points of diversion (PODs) and places of use (POUs) are derived from water right legal land descriptions. PODs are placed at the center of their legal land





MAP LEGEND MAP INFORMATION The soil surveys that comprise your AOI were mapped at Area of Interest (AOI) Loamy, mixed, Streams and Canals superactive, calcareous, 1:24.000. Area of Interest (AOI) Transportation frigid, shallow Aridic Ustorthents Soils Rails Warning: Soil Map may not be valid at this scale. +++ Loamy-skeletal, Soil Rating Polygons Interstate Highways Enlargement of maps beyond the scale of mapping can cause carbonatic, frigid Aridic Coarse-loamy, mixed, Calciustepts misunderstanding of the detail of mapping and accuracy of soil superactive, frigid Aridic **US Routes** line placement. The maps do not show the small areas of Loamy-skeletal, mixed, Calciustepts superactive, frigid Lithic Major Roads contrasting soils that could have been shown at a more detailed Coarse-silty, mixed, Calciustepts superactive, frigid Aridic Local Roads Not rated or not available Calciustepts Please rely on the bar scale on each map sheet for map Background Loamy, mixed. Soil Rating Points measurements. superactive, calcareous, Aerial Photography Coarse-loamy, mixed, frigid, shallow Aridic superactive, frigid Aridic Source of Map: Natural Resources Conservation Service Ustorthents Calciustepts Web Soil Survey URL: Loamy-skeletal, Coarse-silty, mixed, Coordinate System: Web Mercator (EPSG:3857) carbonatic, frigid Aridic superactive, frigid Aridic Calciustepts Maps from the Web Soil Survey are based on the Web Mercator Calciustepts Loamy-skeletal, mixed, projection, which preserves direction and shape but distorts Loamy, mixed, superactive, frigid Lithic distance and area. A projection that preserves area, such as the superactive, calcareous, Calciustepts Albers equal-area conic projection, should be used if more frigid, shallow Aridic Not rated or not available Ustorthents accurate calculations of distance or area are required. Loamy-skeletal, Soil Rating Lines This product is generated from the USDA-NRCS certified data carbonatic, frigid Aridic Coarse-loamy, mixed, as of the version date(s) listed below. Calciustepts superactive, frigid Aridic Loamy-skeletal, mixed, Calciustepts Soil Survey Area: Broadwater County Area, Montana superactive, frigid Lithic Coarse-silty, mixed, Survey Area Data: Version 20, Sep 2, 2021 Calciustepts superactive, frigid Aridic Not rated or not available Soil Survey Area: Jefferson County Area and Part of Silver Calciustepts Bow County. Montana Water Features Survey Area Data: Version 22, Sep 2, 2021 Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols. soil properties, and interpretations that do not completely agree across soil survey area boundaries. Soil map units are labeled (as space allows) for map scales 1:50,000 or larger. Date(s) aerial images were photographed: Sep 10, 2012—Nov 12. 2016

MAP LEGEND

MAP INFORMATION

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Soil Taxonomy Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
115C	Amesha gravelly loam, 2 to 8 percent slopes	Coarse-loamy, mixed, superactive, frigid Aridic Calciustepts	0.1	0.0%
631D	Rencot-Rock outcrop- Rencot, stony complex, 8 to 25 percent slopes	Loamy-skeletal, mixed, superactive, frigid Lithic Calciustepts	0.2	0.1%
Subtotals for Soil Survey Area			0.3	0.1%
Totals for Area of Interest			338.8	100.0%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
11C	Amesha silt loam, 4 to 8 percent slopes	Coarse-loamy, mixed, superactive, frigid Aridic Calciustepts	0.0	0.0%
18C	Brocko silt loam, 2 to 8 percent slopes	Coarse-silty, mixed, superactive, frigid Aridic Calciustepts	5.7	1.7%
18D	Brocko silt loam, 8 to 15 percent slopes	Coarse-silty, mixed, superactive, frigid Aridic Calciustepts	11.4	3.4%
18E	Brocko silt loam, 15 to 35 percent slopes	Coarse-silty, mixed, superactive, frigid Aridic Calciustepts	20.5	6.1%
77F	Rock outcrop-Pensore, stony-Crago, stony, association, 25 to 60 percent slopes		14.8	4.4%
115C	Amesha gravelly loam, 2 to 8 percent slopes	Coarse-loamy, mixed, superactive, frigid Aridic Calciustepts	22.1	6.5%
191E	Cabbart-Shoddy- Amesha complex, 15 to 45 percent slopes	Loamy, mixed, superactive, calcareous, frigid, shallow Aridic Ustorthents	47.9	14.1%
263F	Crago, stony-Rock outcrop-Pensore, stony, complex, 25 to 60 percent slopes	Loamy-skeletal, carbonatic, frigid Aridic Calciustepts	3.5	1.0%
265E	Crago very cobbly loam, 15 to 45 percent slopes, very stony	Loamy-skeletal, carbonatic, frigid Aridic Calciustepts	23.6	7.0%
631D	Rencot-Rock outcrop- Rencot, stony, complex, 8 to 25 percent slopes	Loamy-skeletal, mixed, superactive, frigid Lithic Calciustepts	2.9	0.9%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
631E	Rencot-Rencot, very stony-Rock outcrop complex, 25 to 60 percent slopes	Loamy-skeletal, mixed, superactive, frigid Lithic Calciustepts	67.5	19.9%
631F	Rencot-Bronec-Rock outcrop complex, 35 to 70 percent slopes	Loamy-skeletal, mixed, superactive, frigid Lithic Calciustepts	118.4	35.0%
Subtotals for Soil Survey Area			338.5	99.9%
Totals for Area of Interest			338.8	100.0%

Description

This rating presents the taxonomic classification based on Soil Taxonomy.

The system of soil classification used by the National Cooperative Soil Survey has six categories (Soil Survey Staff, 1999 and 2003). Beginning with the broadest, these categories are the order, suborder, great group, subgroup, family, and series. Classification is based on soil properties observed in the field or inferred from those observations or from laboratory measurements. This table shows the classification of the soils in the survey area. The categories are defined in the following paragraphs.

ORDER. Twelve soil orders are recognized. The differences among orders reflect the dominant soil-forming processes and the degree of soil formation. Each order is identified by a word ending in sol. An example is Alfisols.

SUBORDER. Each order is divided into suborders primarily on the basis of properties that influence soil genesis and are important to plant growth or properties that reflect the most important variables within the orders. The last syllable in the name of a suborder indicates the order. An example is Udalfs (Ud, meaning humid, plus alfs, from Alfisols).

GREAT GROUP. Each suborder is divided into great groups on the basis of close similarities in kind, arrangement, and degree of development of pedogenic horizons; soil moisture and temperature regimes; type of saturation; and base status. Each great group is identified by the name of a suborder and by a prefix that indicates a property of the soil. An example is Hapludalfs (Hapl, meaning minimal horizonation, plus udalfs, the suborder of the Alfisols that has a udic moisture regime).

SUBGROUP. Each great group has a typic subgroup. Other subgroups are intergrades or extragrades. The typic subgroup is the central concept of the great group; it is not necessarily the most extensive. Intergrades are transitions to other orders, suborders, or great groups. Extragrades have some properties that are not representative of the great group but do not indicate transitions to any other taxonomic class. Each subgroup is identified by one or more adjectives preceding the name of the great group. The adjective Typic identifies the subgroup that typifies the great group. An example is Typic Hapludalfs.

FAMILY. Families are established within a subgroup on the basis of physical and chemical properties and other characteristics that affect management. Generally, the properties are those of horizons below plow depth where there is much biological activity. Among the properties and characteristics considered are particle-size class, mineralogy class, cation-exchange activity class, soil temperature regime, soil depth, and reaction class. A family name consists of the name of a subgroup preceded by terms that indicate soil properties. An example is fine-loamy, mixed, active, mesic Typic Hapludalfs.

SERIES. The series consists of soils within a family that have horizons similar in color, texture, structure, reaction, consistence, mineral and chemical composition, and arrangement in the profile.

References:

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.

Soil Survey Staff. 2006. Keys to soil taxonomy. 10th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. (The soils in a given survey area may have been classified according to earlier editions of this publication.)

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Lower

		MAP LEGEND		
Area of Interest (AOI) Area of Interest (AOI) Area of Interest (AOI) Not prime farmland All areas are prime farmland Prime farmland if drained Prime farmland if protected from flooding or not frequently flooded during the growing season Prime farmland if irrigated Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season Prime farmland if irrigated and drained Prime farmland if irrigated and drained Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season	Prime farmland if subsoiled, completely removing the root inhibiting soil layer Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60 Prime farmland if irrigated and reclaimed of excess salts and sodium Farmland of statewide importance Farmland of statewide importance, if drained Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season Farmland of statewide importance, if irrigated	Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season Farmland of statewide importance, if irrigated and drained Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60	Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season Farmland of statewide importance, if warm enough Farmland of statewide importance, if thawed Farmland of local importance Farmland of local importance, if irrigated	Farmland of unique importance Not rated or not available Soil Rating Lines Not prime farmland All areas are prime farmland Prime farmland if drained Prime farmland if protected from flooding or not frequently flood during the growing season Prime farmland if irrigated Prime farmland if drained and either protected from flooding or not frequently flood during the growing season Prime farmland if irrigated and drained Prime farmland if irrigated and drained Prime farmland if irrigated and either protected from flooding or not frequently flood during the growing season

Farmland Classification—Broadwater County Area, Montana, and Jefferson County Area and Part of Silver Bow County, Montana (Montana Historical Society)

subso remov	e farmland if oiled, completely ving the root ting soil layer	Farmland of statewide importance, if drained and either protected from flooding or not frequently	~	Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium		Farmland of unique importance Not rated or not available	Prime farmland if subsoiled, completely removing the root inhibiting soil layer
and the erodite factor	e farmland if irrigated ne product of I (soil pility) x C (climate) does not exceed	flooded during the growing season Farmland of statewide importance, if irrigated and drained	* *	Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the	Soil Rat	ing Points Not prime farmland All areas are prime farmland	Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
and results a Farml impor Farml impor from for freque the gr	e farmland if irrigated eclaimed of excess and sodium land of statewide tance land of statewide tance, if drained land of statewide tance, if protected flooding or not ently flooded during rowing season land of statewide tance, if irrigated	importance, if irrigated and either protected from flooding or not frequently flooded during the growing season Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer	~ ~ ~ ~	growing season Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season Farmland of statewide importance, if warm enough Farmland of statewide importance, if thawed Farmland of local importance Farmland of local importance, if irrigated		Prime farmland if drained Prime farmland if protected from flooding or not frequently flooded during the growing season Prime farmland if irrigated Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season Prime farmland if irrigated and drained Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season	Prime farmland if irrigated and reclaimed of excess salts and sodium Farmland of statewide importance Farmland of statewide importance, if drained Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season Farmland of statewide importance, if irrigated

- Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if irrigated and drained
- Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
- Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60

- Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
- Farmland of statewide importance, if warm enough
- Farmland of statewide importance, if thawed
- Farmland of local importance
- Farmland of local importance, if irrigated

- Farmland of unique importance
- Not rated or not available

Water Features

Streams and Canals

Transportation

+++ Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:24.000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Broadwater County Area, Montana Survey Area Data: Version 20, Sep 2, 2021

Soil Survey Area: Jefferson County Area and Part of Silver

Bow County, Montana

Survey Area Data: Version 22, Sep 2, 2021

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 10, 2012—Nov 12, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
115C	Amesha gravelly loam, 2 to 8 percent slopes	Prime farmland if irrigated	0.1	0.0%
631D	Rencot-Rock outcrop- Rencot, stony complex, 8 to 25 percent slopes	Not prime farmland	0.2	0.1%
Subtotals for Soil Survey Area			0.3	0.1%
Totals for Area of Interest			338.8	100.0%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
11C	Amesha silt loam, 4 to 8 percent slopes	Farmland of statewide importance	0.0	0.0%
18C	Brocko silt loam, 2 to 8 percent slopes	Farmland of statewide importance		
18D	Brocko silt loam, 8 to 15 percent slopes	Farmland of local importance	11.4	3.4%
18E	Brocko silt loam, 15 to 35 percent slopes	Not prime farmland	20.5	6.1%
77F	Rock outcrop-Pensore, stony-Crago, stony, association, 25 to 60 percent slopes	Not prime farmland	lot prime farmland 14.8	
115C	Amesha gravelly loam, 2 to 8 percent slopes	Prime farmland if irrigated	22.1	6.5%
191E	Cabbart-Shoddy- Amesha complex, 15 to 45 percent slopes	Not prime farmland	47.9	14.1%
263F	Crago, stony-Rock outcrop-Pensore, stony, complex, 25 to 60 percent slopes	Not prime farmland	prime farmland 3.5	
265E	Crago very cobbly loam, 15 to 45 percent slopes, very stony	Not prime farmland	23.6	7.0%
631D	Rencot-Rock outcrop- Rencot, stony, complex, 8 to 25 percent slopes	Not prime farmland	2.9	0.9%
631E	Rencot-Rencot, very stony-Rock outcrop complex, 25 to 60 percent slopes	Not prime farmland	rime farmland 67.5	
631F	Rencot-Bronec-Rock outcrop complex, 35 to 70 percent slopes	Not prime farmland	118.4	35.0%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
Subtotals for Soil Survey Area			338.5	99.9%
Totals for Area of Intere	Totals for Area of Interest			100.0%

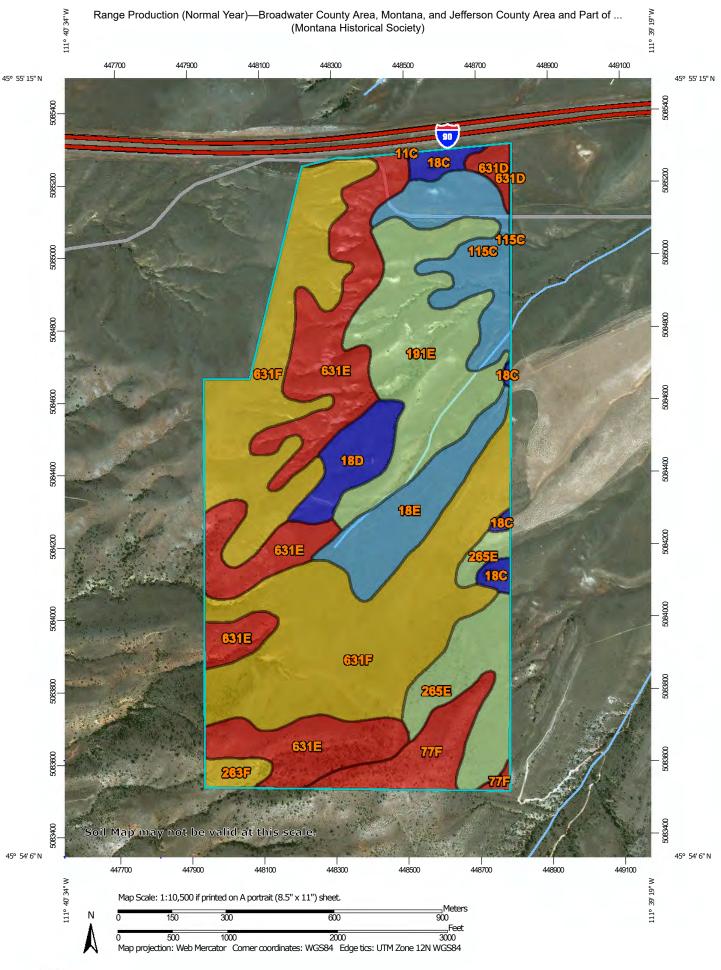
Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower



MAP LEGEND

Rails

US Routes

Major Roads

Local Roads

Interstate Highways

Aerial Photography

Area of Interest (AOI) Transportation Area of Interest (AOI) Soils **Soil Rating Polygons** <= 379 > 379 and <= 514 > 514 and <= 826 Background > 826 and <= 1003 > 1003 and <= 1094 Not rated or not available Soil Rating Lines <= 379 > 379 and <= 514 > 514 and <= 826 > 826 and <= 1003 > 1003 and <= 1094 Not rated or not available **Soil Rating Points** <= 379 > 379 and <= 514 > 514 and <= 826 > 826 and <= 1003 > 1003 and <= 1094 Not rated or not available **Water Features** Streams and Canals

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24.000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Broadwater County Area, Montana

Survey Area Data: Version 20, Sep 2, 2021

Soil Survey Area: Jefferson County Area and Part of Silver Bow

County. Montana

Survey Area Data: Version 22, Sep 2, 2021

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 10, 2012—Nov 12. 2016

MAP LEGEND

MAP INFORMATION

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Range Production (Normal Year)

Map unit symbol	Map unit name	Rating (pounds per acre per year)	Acres in AOI	Percent of AOI
115C	Amesha gravelly loam, 2 to 8 percent slopes	992	0.1	0.0%
631D	Rencot-Rock outcrop- Rencot, stony complex, 8 to 25 percent slopes	362	0.2	0.1%
Subtotals for Soil Survey Area			0.3	0.1%
Totals for Area of Interest			338.8	100.0%

Map unit symbol	Map unit name	Rating (pounds per acre per year)	Acres in AOI	Percent of AOI
11C	Amesha silt loam, 4 to 8 percent slopes	1003	0.0	0.0%
18C	Brocko silt loam, 2 to 8 percent slopes	1094	5.7	1.7%
18D	Brocko silt loam, 8 to 15 percent slopes	1070	11.4	3.4%
18E	Brocko silt loam, 15 to 35 percent slopes	960	20.5	6.1%
77F	Rock outcrop-Pensore, stony-Crago, stony, association, 25 to 60 percent slopes	379	14.8	4.4%
115C	Amesha gravelly loam, 2 to 8 percent slopes	992	22.1	6.5%
191E	Cabbart-Shoddy- Amesha complex, 15 to 45 percent slopes	826	47.9	14.1%
263F	Crago, stony-Rock outcrop-Pensore, stony, complex, 25 to 60 percent slopes	514	3.5	1.0%
265E	Crago very cobbly loam, 15 to 45 percent slopes, very stony	818	23.6	7.0%
631D	Rencot-Rock outcrop- Rencot, stony, complex, 8 to 25 percent slopes	362	2.9	0.9%
631E	Rencot-Rencot, very stony-Rock outcrop complex, 25 to 60 percent slopes	373	67.5	19.9%

Map unit symbol	Map unit name	Rating (pounds per acre per year)	Acres in AOI	Percent of AOI
631F	Rencot-Bronec-Rock outcrop complex, 35 to 70 percent slopes	492	118.4	35.0%
Subtotals for Soil Survey Area			338.5	99.9%
Totals for Area of Interest			338.8	100.0%

Description

Total range production is the amount of vegetation that can be expected to grow annually in a well managed area that is supporting the potential natural plant community. It includes all vegetation, whether or not it is palatable to grazing animals. It includes the current year's growth of leaves, twigs, and fruits of woody plants. It does not include the increase in stem diameter of trees and shrubs. It is expressed in pounds per acre of air-dry vegetation. In a normal year, growing conditions are about average. Yields are adjusted to a common percent of air-dry moisture content.

In areas that have similar climate and topography, differences in the kind and amount of vegetation produced on rangeland are closely related to the kind of soil. Effective management is based on the relationship between the soils and vegetation and water.

Rating Options

Units of Measure: pounds per acre per year

Aggregation Method: Weighted Average

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Interpret Nulls as Zero: Yes

EXHIBIT 5

KATIE LOWRY, A.R.A.

P.O. Box 691 Belgrade, MT 59714 (406) 570-4450

Montana Certified General Appraiser # REA-RAG-LIC-650
Accredited Rural Appraiser (A.R.A.) & Member of ASFMRA Accredited #1664
Katie@JKranchappraisals.com; www.jkappraisalandconsultingllc.com

EDUCATION

Colorado State University, Fort Collins, Colorado

Bachelor of Science Degree: Equine Science (Science Concentration) 1996

University of Colorado at Boulder Continuing Education, Boulder, Colorado Registered Real Estate Appraiser.

*NCRE 200-411 Registered Appraiser (40 hours) 1998 *NCRE 201-411 Basic Appraisal Applications (24 hours) 1998 *NCRE 208-411 Standards and Ethics (16 hours) 1998

American Society of Farm Managers and Rural Appraisers (ASFMRA):

* A-10, 6/1999, Austin, TX (40 Hrs) * A-20, 8/99, St. Cloud, MN (44 Hrs) * A-12, 1/00, Billings, MT (16 Hrs) * ALL215, 9/00, Manhattan Beach, CA (30 Hrs) * A-12 Part 1 ASFMRA Ethics & Part 3- USPAP (7 Hrs); 2/03 * ASFMRA- Federal Land Exchange & Acquisitions Course 4/03 (20 Hrs) * A-25, 4/04, Boise, Idaho (20 Hrs) * A-29, 4/04, Boise, Idaho (15 Hrs) * ASFMRA- Timber & Timberland Valuation, 1/05, Portland, OR (8 Hrs) * UASFLA-"Yellow Book", 2/05, Portland, OR (8 Hrs) * ASFMRA- Appraising Agricultural Land in Transition, 2/06 (12 Hrs) * A-27- Income Capitalization, Indianapolis, IN, 3/06 (28 Hrs) * A-30, 6/07, Denver, CO. (47.5 Hrs) * Valuation of Conservation Easements, 1/08, ASFMRA & AI (33 Hrs) * UASFLA- "Yellow Book", 10/08, Billings, MT (22 Hrs) * Uniform Agricultural Appraisal Report, 5/08, Piedmont, SD (16 Hrs) *What's Missing in Appraisal Reports, 2/09, Bozeman, MT (4 Hrs) *Wind Leases-The Basic Rights of Ownership, 2/09, Bozeman, MT (2 Hrs) * Update of Montana Water Rights, 2/09, Bozeman, MT (2 Hrs) *ASFMRA- Code of Ethics Webinar, 8/09 (4 Hrs) * ASFMRA AFO/CAFO, 2/11, Bozeman, MT (4 Hrs) * ASFMRA- Ag Trends in Ag Finance, 2/11, Bozeman, MT (2 Hrs) * McKissock-Appraising Manufactured Homes, 9/11, Online, (7 Hrs) *McKissock- Appraising FHA Today, 9/11, Online, (7 Hrs) *GIS for Real Estate and Appraisal, 2/12 Billings, MT (4 Hrs) * Montana Access and Easement Law, 2/12 Billings, MT (4 Hrs) * A-114, 2012-2013 USPAP Update Course 2/12, Billings, MT (7 Hrs)* Cost Approach Online, 6/13 (A120) (30 Hrs) * ASFMRA Ethics, 2/14 (4 Hrs) * DNRC Water Rights, 2/14 (4 Hrs) * 7- Hour National USPAP Update 2/14 (7 Hrs) * 7-Hour National USPAP Update 2/16 (7 Hrs) * Rural Case Studies 2/16 (8 Hrs) *CE Valuation Workshop 4/16 (5 Hrs) *BBER Seminar 2/17 (5 Hrs) *The Valuation of Intangible & Non-Financial Assets 2/17 (11 Hrs) * Income Approach Applications 2/17 (4 Hrs) *7-Hour National 2018-2019 USPAP Course 1/18 (7 Hrs) *Report Writing 1/18 (8 Hrs) *BBER Seminar 2/18 (5 Hrs) *Uniform Appraisal Standards for Federal Land Acquisitions 5/18 (14 Hrs) *BBER Seminar 2/19 (5 Hrs) *Valuing Rural America 2/19 (8 Hours) * RARE Conference 9/19 (24 Hours) *Water Valuation 1/20 (4 Hours) *Property Rights 1/20 (8 Hours) *7 Hour National 2020-2021 USPAP Course 1/20 (7 Hours) * Tax Issues in Estate Appraisals & IRS Cases 2/22 (2 Hrs) * Back to Earth 2/22 (2 Hrs) * For Lands Sake 2/22 (2 Hrs) * Valuation of Lifestyles & Trophy Properties 2/22 (8 Hrs) * 7 Hour USPAP 2/22 (7 Hrs) * Uniform Appraisal Standards for Federal Land Acquisitions 9/22 (14 Hrs) * Intro to Expert Witness Testimony for Appraisers 9/22 (4 Hrs)

JK Appraisal & Consulting, LLC: Belgrade, MT Owner, President, (11/07 to Current) * Responsibilities encompass all aspects of appraising duties. Specializing in agriculture, recreational, and other types of rural properties, including Federal acquisitions compliant with Uniform Standards for Federal Land Acquisitions a.k.a. Yellow Book appraisals; rural properties, inholdings, & conservation easements; Full narratives and Ag-Ware Form reports.

<u>Associate Appraiser:</u> Sub-Contract Appraiser with Terra Western Associates (11/07 to 7/14), Bozeman, MT

* Responsibilities encompass all aspects of appraising duties. Specializing in agricultural, recreational, conservation easements, and other types of rural properties. Services include real estate appraisal, financial feasibility consulting, cash flow projections, and day-to-day management consulting.

Qualified Appraiser: United State Forest Service, Bozeman, MT (3/00- 10/07) * Responsibilities encompassed all aspects of appraising duties. Specializing in Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) Appraisals for Federal acquisitions, land exchanges, right-of-ways, and inholdings.

Apprentice Appraiser: Hall-Widdoss & Co., Inc. South Dakota (8/98-3/2000)

* Hall-Widdoss & Co., Inc. has been conducting business since 1983. Covering the States of Montana, Idaho, Wyoming, Nebraska, and the Dakotas. The firm specializes in urban investment property, agriculture, recreational, and subdivision land appraisals. Appraisal work involved market value estimates for commercial, industrial, rural, recreational, mountain development, gaming (casino), mineral, and residential properties. The firm also has a vast experience with government trades and acquisitions. My duties included the mapping of legal descriptions, entering, confirming, and analyzing sales data, collection of courthouse information, and general property research. I completed numerous residential appraisals, aided with the development of appraisals performed for proposed acquisition/condemnation by DM&E Railroad; surface rights appraisals for Peabody Coal Company and various others. These included farms, ranches, and rural properties in Wyoming and South Dakota. I held South Dakota license number 666SR-2002 as a State Registered Appraiser

Apprentice Appraiser: Agribiz Appraisal & Consulting, Inc., Kim Colvin, A.R.A, President; Luther Appraisal Services, George Luther, Jr., A.R.A., President * Subcontracted to perform basic appraisal duties. Researching sales, mapping of legal descriptions, proof reading reports, verifying sales with buyers, sellers, and agents. Also performed courthouse research, as well as, meeting with realtors to obtain sales information. Began to perform rural appraisals, using the three approaches to value.

Apprentice Appraiser: O'Neil & Co.: (1/98-7/98)

* During my employment I researched recent sales through the use of the Multiple Listing Service and the courthouse. I assisted in several appraisals by helping with measurements, pictures, and walk through of the subject property. I also observed and participated in the development of reports. I learned how to determine soil quality and productivity through the use of soil surveys and aerial photos.