



First American Title Insurance Company
National Commercial Services
2425 E. Camelback Road, Suite 300
Phoenix, AZ 85016

June 16, 2017

Debbie Mitchell
Spirit Realty Capital
2727 N. Harwood Street, Ste. 300
Dallas, TX 75201
Phone: (972)476-1916

Customer Reference: Hastings

Order Number: NCS-854888MT1-PHX1

Escrow Officer: Kristin L. Brown
Phone: (602)567-8100
Email: kribrown@firstam.com

Property: 726 10th Avenue South, Great Falls, MT

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!

First American Title Insurance Company

INFORMATION

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

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

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

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

This information is not part of the title insurance commitment.

TABLE OF CONTENTS

	Page
Agreement to Issue Policy	3
Schedule A	
1. Commitment Date	4
2. Policies to be Issued, Amounts and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B-2 - Exceptions	
Conditions	

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.**

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

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

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

SCHEDULE A

1. Commitment Date: June 12, 2017 at 7:30 A.M.

2. Policy or Policies to be issued: Amount

(A) ALTA Owner's Policy \$TBD

Proposed Insured:

To Be Determined and Agreed upon by the Company

(B) ALTA Loan Policy \$TBD

Proposed Insured:

To Be Determined and Agreed upon by the Company

3. (A) The estate or interest in the land described in this Commitment is:

Fee Simple

(B) Title to said estate or interest at the date hereof is vested in:

Spirit Master Funding, LLC, a Delaware limited liability company

4. The land referred to in this Commitment is situated in the City of Great Falls, County of Cascade, State of Montana, and is described as follows:

PARCEL I:

LOT 3, BLOCK 2, FIFTEENTH ADDITION TO GREAT FALLS TOWNSITE, CASCADE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL PLAT OR MAP THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY.

LESS AND EXCEPTING THEREFROM THE NORTH 20 FEET THEREOF CONVEYED TO THE STATE OF MONTANA BY DEED RECORDED MAY 4, 1955 IN BOOK 243 OF DEEDS AT PAGE 95.

PARCEL II:

LOT 4, BLOCK 2, FIFTEENTH ADDITION TO GREAT FALLS TOWNSITE, CASCADE COUNTY, MONTANA, ACCORDING TO THE OFFICIAL PLAT OR MAP THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY.

LESS AND EXCEPTING THEREFROM THE NORTH 20 FEET THEREOF CONVEYED TO THE STATE OF MONTANA BY DEED RECORDED MAY 4, 1955 IN BOOK 243 OF DEEDS AT PAGE 97.

DEED REFERENCE: R0130882

Commonly known as: 726 10th Avenue South, Great Falls, MT 59405

SCHEDULE B

SECTION ONE REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s): 19, 20, 21 & 22
- (F) Other: None
- (G) You must give us the following information:
 - 1. Any off record leases, surveys, etc.
 - 2. Statement(s) of Identity, all parties.
 - 3. Other:
- (H) If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
- (I) We require a copy of the articles of organization, operating agreement and resolutions, and any amendments showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of said Limited Liability Company.
- (J) We will require a urban 2011 ALTA/NSPS Land Title Survey with optional items 1, 2, 6a, 6b, 7a, 8, 9, 10a, 11, 16, 17, 19 listed in "Table A Optional Survey Responsibilities and Specifications".
- (K) The policy liability contemplated by this transaction exceeds our local limit. Underwriter approval must be obtained from the Home Office or Regional Office prior to closing. Please contact the title officer in advance of the closing date to discuss the specifics of the proposed transaction, including identity of proposed insureds, endorsement requirements, and exceptions which are to be eliminated.

SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the public records.
8. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Cascade to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Cascade County.
9. Reservations in United States Patent.
10. Right-of-way granted to Mountain States Telephone and Telegraph Company, recorded as Book 133 of Deeds, Page 257.
11. Right-of-way granted to Montana Power Company, recorded in Book 138 of Deeds, Page 75.
12. Easement for Right of Way granted to Cascade County, recorded December 27, 1950 in Book 210 of Deeds, Page 349.

13. Easement and Restriction Agreement by Great Falls 10th Avenue L.P. and Gus and Jacks Tire Shop, recorded July 1, 2003 as Instrument No. R0059039.
14. Reciprocal Grant and Abandonment of Easement granted to City of Great Falls, recorded October 15, 2003, as Instrument No. R0069098, and Corrected Easement recorded April 27, 2004 as Instrument No. R0081273.
15. Easement for Electric Powerline granted to Northwestern Corporation, recorded December 15, 2003 as Instrument No. R0073227, Corrected Easement recorded April 22, 2004 as Instrument No. R0080908.
16. Easement for Underground Electric granted to Northwestern Corporation d/b/a Northwestern Energy, recorded November 26, 2007 as Instrument No. R0162159.
17. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 30, 1943, Fifteenth Addition to Great Falls, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
18. Unrecorded leaseholds; rights of parties in possession, rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein, and rights of tenants to remove trade fixtures.
19. Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing, to secure an original indebtedness of \$4,744,332.53, dated October 1, 2004 and any other amounts and/or obligations secured thereby.
Recorded: December 17, 2004, R0096140
Mortgagor: Spirit Finance Acquisitions, LLC
Mortgagee: Spirit Finance Corporation
20. Assignment of Mortgage and Assignment of Leases and rents to secure payment of the indebtedness shown as paragraph 21 herein, and upon the terms and conditions therein.
Recorded: December 17, 2004, R0096141
Assignor: Spirit Finance Corporation
Assignee: Spirit Funding Company, LLC.
21. Assignment of Mortgage and Assignment of Leases and rents to secure payment of the indebtedness shown as paragraph 21 herein, and upon the terms and conditions therein.
Recorded: July 28, 2006, R0130881
Assignor: Spirit Funding Company, LLC
Assignee: Citibank, N.A.
22. Amended and Restated Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing to secure an original indebtedness of \$4,744,332.53, dated July 8, 2005 and any other amounts and/or obligations secured thereby.
Recorded: July 28, 2006, R0130883
Mortgagor: Spirit Master Funding LLC
Mortgagee: Citibank, N.A.
23. Sewer and sanitation charges assessed by the City of Great Falls are not covered hereunder.
24. 2017 taxes are an accruing lien, not yet payable.

- 25. 2016 taxes and special assessments are a lien; amounts are determined and payable. The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	1st Half	2nd Half	Parcel Number
2016	\$18,730.45-Paid	\$18,730.43-Paid	0000823800

INFORMATIONAL NOTES

- A. In addition to standard County recording fees, an electronic filing fee of \$5.00 per document may be charged.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument.

(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

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

3. EXISTING DEFECTS

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

4. LIMITATION OF OUR LIABILITY

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

comply with the Requirements shown in Schedule B - Section One

or

eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

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

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

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



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1.
 - (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
 - (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or

- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
- (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - (a) and use
 - (b) improvements on the land
 - (c) and division
 - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - (a) a notice of exercising the right appears in the public records on the Policy Date
 - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

Covered Risks 14 (Subdivision Law Violation). 15 (Building Permit). 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

a. building	b. zoning
c. land use	d. improvements on the land
e. land division	f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. THIRD GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (1/01/08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

**14. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 13 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

**15. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

- (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors rights laws, that the transaction vesting the Title as shown in Schedule A, is
- (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**16. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 2006
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 15 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

Book 133
page 257

CASCADE COUNTY, MONTANA

GREAT FALLS TOWNSITE CO.
TO
MT. STATES T. & T. CO.

RIGHT OF WAY No. 190210
Filed for record Apr 20 1928 at 9:13 AM.
John E. Moran, County Clerk & Recorder.

\$1.00 RECEIVED OF THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO.

One and no/100 Dollars, in consideration of which we hereby grant unto said company its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary poles, cables, wires and fixtures upon, over and across the property which we own, or in which we have any interest, in the West Half (W¹/₂) of Section Thirteen (13), Township Twenty (20) North, Range Three (3) East, County of Cascade and State of Montana, and upon and along the roads, streets or highways adjoining the said property, with the right to permit the attachment of the wires of any other company, and the right to trim any trees along said lines so as to keep the wires cleared at least forty-eight inches, to erect and set the necessary guy and brace poles and anchors and to attach thereto the necessary guy wire provided always that this agreement shall apply along the route of the line as now surveyed. Said sum being received in full payment therefor.

Witness my hand and seal this 23rd day of January, A. D. 1928, at Great Falls, Mont.

CORPORATE SEAL.
Correct: Frank Carl
A. S. Agent.
Approved: J. J. Herman
State Const. Engineer.
Approved: C. A. Snyder
State Plant Superintendent.

GREAT FALLS TOWNSITE CO.
Sam Stephenson (Seal)
President.
H. E. Williams Asst. Sec.

STATE OF MONTANA,
COUNTY OF (LEWIS AND CLARK) SS.

On this 23 day of Jan. in the year A. D. 1928, before me, Frank Carl, a Notary Public for the State of Montana, personally appeared Sam Stephenson known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Frank Carl
Notary Public for the State of Montana.
Residing at Helena, Montana.
My commission expired Sept. 1930.

Notarial Seal.

GREAT FALLS TOWN. CO.
TO
THE MONTANA POWER COMPANY.

RIGHT OF WAY EASEMENT No. 213957
Filed for record Oct. 29, 1929 at 4:49 P.M.
John E. Moran, County Clerk & Recorder.

RIGHT OF WAY EASEMENT.

GREAT FALLS TOWNSITE COMPANY, a Corporation, in consideration of One and No/100 DOLLARS, in hand paid, conveys and warrants to THE MONTANA POWER COMPANY a Corporation, the right to erect and maintain an electric transmission system and telephone system, as now surveyed and located, over, along and across the following described real property, to-wit:

All of that portion of Lots 3 and 4, of Sec. #1, T. 20, N. Range 3 E., except that portion owned by the Great Northern Railway Co., and the Great Falls Brick and Tile Co., and all that portion of Lot 1, Sec. #1, T. 20 N. R. 3E., except that portion owned by the Great Northern Railway Co., and the Montana Cities Gas Company.

IN WITNESS WHEREOF, the Corporation grantor has caused these presents to be signed in its name by its President, and attested by its Asst. Secretary, and its Corporate Seal affixed on this 17th day of September, A. D. 1929.

CORPORATE SEAL.

GREAT FALLS TOWNSITE COMPANY,

Attest: R. E. Williams
Assistant Secretary.

By Sam Stephenson
Its President.

STATE OF MONTANA,)
) SS.
COUNTY OF CASCADE.)

On this 17th day of September, in the year 1929, before me, Joe D. McCracken, a Notary Public in and for the State aforesaid, personally appeared Sam Stephenson known to me to be the President of the Corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

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

Notarial Seal. Joe D. McCracken
Notary Public for the State of Montana.
Residing at Great Falls, Montana.
My commission expires June 9, 1931.

GREAT FALLS TOWN. CO.
TO
THE MONTANA POWER CO.,

RIGHT OF WAY EASEMENT No. 213958.
Filed for record Oct. 29, 1929 at 4:49 P.M.
JOHN E. MORAN, COUNTY CLERK & RECORDER.

RIGHT OF WAY EASEMENT.

GREAT FALLS TOWNSITE COMPANY, a Corporation, in consideration of One and No/100 Dollars, in hand paid, conveys and warrants to THE MONTANA POWER COMPANY, a Corporation, the right to erect and maintain an electric transmission system and telephone system, as now surveyed and located, over, along and across the following described real property, to-wit:

North 1/2 Section 13, Township 20 North Range 3 East.

Instrument, and acknowledged by Notarial Seal.

the State of Montana, Montana, this 18th day of October 12, 1929.

No. 213959, 1929 at 4:47 P.M. Clerk & Recorder.

in consideration of THE MONTANA POWER COMPANY, electric transmission system and the following de-

e presents to be signed by its Corporate Seal

F FALLS, MONT.

Joe D. McCracken, Notary Public in and for the State of Montana, personally appeared Sam Stephenson known to me to be the President of the Corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same. Notarial Seal.

State of Montana, this 18th day of October, 1929.

CASCADE COUNTY, MONTANA

within instrument and acknowledged to me that they executed the same.

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

(SEAL OF NOTARY)

DUS EVANS ET UX

TO

CASCADE COUNTY

EASEMENT OF RIGHT OF WAY

WILLIAM J. WENZEL

Notary Public for the State of Montana

Residing at Great Falls

My commission expires March 17, 1953

No. 429 182 EASEMENT OF RIGHT OF WAY

FILED FOR RECORD DEC. 27 '50 at 9:43 AM

CHAS REGAN, COUNTY CLERK & RECORDER

BY RENA G. KOVICH, DEPUTY

FEE \$1.00

THIS AGREEMENT, made and entered into this 22nd day of November, 1950, by and between Dus and Anna Evans, Party of the first part, and CASCADE COUNTY, MONTANA, a corporate body politic, second party;

WITNESSETH, that First Party, for and in consideration of mutual agreements between the parties hereto, does by these presents hereby grant and convey unto second party the full and free right of way for a sanitary sewer upon and through the following lands and premises situated in the county of Cascade, State of Montana, to-wit:

A line parallel to and One Hundred Sixty Feet (160') South (S) of the South (S) property line of Tenth Avenue South, across Lot numbered Four (4) Block Two (2), Fifteenth Addition to Great Falls, Cascade County, Montana, running from the West (W) property line to the East (E) property line of said Lot Numbered Four (4).

This said easement shall and does include a Twenty Foot (20') strip consisting of ten feet (10') on either side of the center line described herein, which said twenty foot (20') strip is hereby reserved for the purpose of constructing and maintaining a sanitary sewer, and for these purposes the right of ingress and egress is reserved.

IT IS FURTHER STIPULATED AND AGREED that first party will refrain from building any structure of a permanent nature on the above described right of way.

IT IS MUTUALLY UNDERSTOOD AND AGREED that if the above described premises are at any time abandoned for sanitary sewer purposes then and in that case said easement shall immediately revert to first party.

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

Signed, Sealed and Delivered in the Presence of R. E. MCCORMICK

DUS EVANS

ANNA EVANS

(SEAL)

(SEAL)

(SEAL)

STATE OF MONTANA COUNTY OF CASCADE) SS

On this 22nd day of November, 1950, before me, a Notary Public for the State of Montana, personally appeared DUS and ANNA EVANS, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

WILLIAM J. WENZEL

Notary Public for the State of Montana

Residing at Great Falls,

My commission expires March 17, 1953

No. 429 183 EASEMENT OF RIGHT OF WAY

FILED FOR RECORD DEC. 27 '50 at 9:44 AM

CHAS REGAN, COUNTY CLERK & RECORDER

BY RENA G. KOVICH, DEPUTY

FEE \$1.00

(SEAL OF NOTARY)

DUS EVANS ET UX

TO

CASCADE COUNTY, MONTANA

EASEMENT OF RIGHT OF WAY

THIS AGREEMENT, made and entered into this 22nd day of November, 1950, by and between DUS and ANNA EVANS, Party of the First Part, and CASCADE COUNTY, MONTANA, a corporate body politic, second party;

WITNESSETH, that First Party, for and in consideration of mutual agreements between the parties hereto, does by these presents hereby grant and convey unto second party the full and free right of way for a sanitary sewer upon and through the following lands and premises situated in the County of Cascade, State of Montana, to-wit:

A line parallel to and one hundred sixty feet (160') South (S) of the South (S) property line of Tenth Avenue South, across Lot numbered Three (3) Block Two (2), Fifteenth Addition to Great Falls, Cascade County, Montana, running from the West (W) property line to the East (E) property line of said lot numbered Three.

COMPARED

COMPARED

COMPARED

COMPARED

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MT 29434

EASEMENT AND RESTRICTION AGREEMENT

This Easement and Restriction Agreement (this "Agreement") is made effective as of the 15th day of May, 2003 (the "Effective Date"), by GF-10TH AVENUE, L.P., a Texas limited partnership ("GF"), and GUS & JACK'S TIRE SHOP, a Montana corporation ("G&J").

WITNESSETH:

WHEREAS, GF is the current fee owner of those certain tracts of land (collectively, the "GF Parcel") that are located in Great Falls, Cascade County, Montana, are reflected as Lot 3 and Lot 4 on the site plan (the "Site Plan") that is attached hereto as Exhibit A and made a part hereof for all purposes and are described on Exhibit B attached hereto and made a part hereof for all purposes; and

WHEREAS, G&J is the current fee owner of that certain tract of land (the "G&J Parcel") that is located in Great Falls, Cascade County, Montana, is reflected as Lot 5 on the Site Plan and is described on Exhibit C attached hereto and made a part hereof for all purposes. G&J is also the owner of that certain tract of land ("Lot 19A") that is located in Great Falls, Cascade County, Montana, is reflected as Lot 19A on the Site Plan and is described on Exhibit D attached hereto and made a part hereof for all purposes; and

WHEREAS, GF has agreed to grant to G&J (a) an ingress and egress easement on, over and across those portions of the GF Parcel on which the Driveways (as hereinafter defined) may now or hereafter be situated and (b) a parking easement to use the parking spaces that may now or hereafter be situated on the GF Parcel pursuant to the terms and conditions of this Agreement as set forth on the Site Plan; and

WHEREAS, G&J has agreed to grant to GF (a) an ingress and egress easement on, over and across those portions of the G&J Parcel on which the Driveways may now or hereafter be situated, (b) a temporary construction easement to enable GF to enter upon the G&J Parcel in order to (i) construct a Sanitary Sewer which will connect the Sanitary Sewer that is currently located on the G&J Parcel with the Sanitary Sewer that is to hereafter be constructed by GF on the GF Parcel and/or (ii) vacate the sanitary sewer easement that is currently located on the GF Parcel and/or reroute the Sanitary Sewer that is currently located on the G&J Parcel to 9th Street, and (c) a parking easement to use the parking spaces that may now or hereafter be situated on the G&J Parcel pursuant to the terms and conditions of this Agreement and as set forth on the Site Plan; and

WHEREAS, G&J has also agreed to not (a) increase the size of the building that is currently located on the G&J Parcel (the "Existing Building") to more than 6,500 square feet or (b) construct any additional building on the G&J Parcel unless and until G&J causes such additional parking spaces as may be necessary for such increased size or new construction to comply with all applicable laws.

Return to: GF-10th
5700 Legacy Dr.
Plano, TX 75024

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Page: 1 of 16
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98.00 By: LDAGGETT
d-1101565.10
CASCADE COUNTY, MT ES

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and the terms, provisions and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GF and G&J hereby agree as follows:

1. Driveway Easements.

- (a) GF hereby grants for the benefit of all present and future owners of the G&J Parcel, as well as such owners' employees, tenants, subtenants, successors, assigns, invitees and permittees, and the employees and invitees of the tenants or subtenants of such owners, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress on, over and across those portions of the GF Parcel on which the Driveways may hereafter be situated. Any and all Driveways shall be located as set forth on the Site Plan. G&J shall have the right to approve any substantive changes to the Site Plan proposed by GF, which approval by G&J shall not be unreasonably withheld, but G&J shall have no right to change the Site Plan without the prior written approval of GF.
- (b) G&J hereby grants for the benefit of all present and future owners of the GF Parcel, as well as such owners' employees, tenants, subtenants, successors, assigns, invitees and permittees, and the employees and invitees of the tenants or subtenants of such owners, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress on, over and across those portions of the G&J Parcel on which the Driveways may hereafter be situated. Any and all Driveways shall be located as set forth on the Site Plan.
- (c) No owner of any portion of the GF Parcel or the G&J Parcel on which a Driveway is located shall place any obstacles on, over, across or around a Driveway or take any other action that would interfere with the free flow of vehicular traffic on, over and across a Driveway, except that Hastings Entertainment, Inc., as tenant on the GF Parcel pursuant to the Lease Agreement with GF dated May ___, 2003 (the "Lease"), shall be allowed to place, operate, maintain, replace and relocate a video return drop box in the parking area of the GF Parcel at the location marked on the Site Plan. The owners of the GF Parcel and the G&J Parcel shall reasonably cooperate with each other so that the Driveways are smooth and level for vehicular access.
- (d) Notwithstanding anything contained in this Agreement to the contrary, if required by any governmental authority to relocate any of the Driveways on its respective Parcel, the owner of the GF Parcel and the owner of the G&J Parcel shall each have the right to relocate those portions of the Driveways that are located on its respective Parcel so long as (i) the new Driveways are at least as wide and are constructed with at least the quality as the original Driveways, (ii) the new Driveways do not interfere with the free flow of vehicular traffic between the GF Parcel and the G&J Parcel, (iii) the locations of the Driveways along the boundaries of the GF Parcel and the G&J Parcel are not altered or relocated, and (iv) the Driveways continue to provide access for the GF Parcel and the G&J Parcel to 10th Avenue South. All costs and expenses relating

to the relocation of the Driveways shall be borne by the owner desiring and performing such relocation.

- (e) If G&J hereafter (i) constructs additional improvements on and develops Lot 19A or constructs additional improvements for retail purposes on the G&J Parcel and (ii) constructs a driveway on Lot 19A which naturally and reasonably connects with a Driveway that is then located on the GF Parcel and/or the G&J Parcel at the boundary between Lot 19A and the GF Parcel and/or the G&J Parcel, as applicable (the "Lot 19A Driveway"), then (y) G&J hereby grants for the benefit of all present and future owners of the GF Parcel, as well as such owners' employees, tenants, subtenants, successors, assigns, invitees and permittees, and the employees and invitees of the tenants or subtenants of such owners, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress on, over and across the Lot 19A Driveway, together with a perpetual non-exclusive easement to use the parking spaces that may then be situated on Lot 19A so long as and to the extent that the Lot 19A Driveway remains in a location which naturally and reasonably connects with a Driveway that is then located on the GF Parcel and/or the G&J Parcel and (z) GF hereby grants for the benefit of all present and future owners of Lot 19A, as well as such owners' employees, tenants, subtenants, successors, assigns, invitees and permittees, and the employees and invitees of the tenants or subtenants of such owners, a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress on, over and across the Driveways that are hereafter located on the GF Parcel, together with a perpetual non-exclusive easement to use the parking spaces that may then be situated on the GF Parcel so long as and to the extent that the Lot 19A Driveway remains in a location which naturally and reasonably connects with a Driveway that is then located on the GF Parcel. If the Lot 19A Driveway is constructed, then, promptly after the written request of GF, the owner of Lot 19A agrees to execute a supplement to this Agreement which reflects the actual location of the Lot 19A Driveway and incorporates the rights, duties and obligations of the owner of Lot 19A concerning the Lot 19A Driveway.
- (f) For purposes of this Agreement, "Driveways" shall mean those certain driveways that are hereafter located on the GF Parcel and/or the G&J Parcel and are reflected as a "Driveway" on the Site Plan, together with any replacement Driveways if an original Driveway is hereafter relocated pursuant to Section 1(d) of this Agreement. For purposes of this Agreement, "Driveways" shall not mean or include the Lot 19A Driveway.
- (g) Each Driveway shall be constructed with materials and with a depth and a quality at least equal to other comparable retail developments in Great Falls, Montana or as otherwise recommended by a recognized civil engineer in the State of Montana.

2. Temporary Construction Easement for Sanitary Sewer.

- (a) G&J hereby grants for the benefit of all present and future owners of the GF Parcel a temporary construction easement to enable GF to enter upon the G&J Parcel in order



to, at GF's option, (i) connect the Sanitary Sewer that is currently located on the G&J Parcel with the Sanitary Sewer that is to hereafter be constructed by GF on the GF Parcel and/or (ii) vacate the sanitary sewer easement that is currently located on the GF Parcel and/or reroute the Sanitary Sewer that is currently located on the G&J Parcel to 9th Street. Notwithstanding anything to the contrary contained herein, the Sanitary Sewer on the G&J Parcel shall be located only within the currently existing sanitary sewer easement on the G&J Parcel as set forth on the Site Plan.

- (b) Notwithstanding anything contained in this Agreement to the contrary, the owner of the GF Parcel and the owner of the G&J Parcel shall have each have the right to relocate the Sanitary Sewer that is located on its respective Parcel so long as (i) the new Sanitary Sewer has a size and a capacity at least as large as the original Sanitary Sewer, (ii) (if the Sanitary Sewer on the G&J Parcel is hereafter connected to a Sanitary Sewer on the GF Parcel) the location of the Sanitary Sewer along the boundary of the GF Parcel and the G&J Parcel is not altered or relocated and (iii) the Sanitary Sewer continues to provide sanitary sewer service for the GF Parcel and the G&J Parcel and the properties located adjacent thereto in a manner equal to or greater than the service provided prior to the relocation of the Sanitary Sewer. All costs and expenses relating to the relocation of the Sanitary Sewer shall be borne by the owner desiring and performing such relocation.
- (c) For purposes of this Agreement, a "Sanitary Sewer" shall mean the sanitary sewer that is currently located on the G&J Parcel within the currently existing sanitary sewer easement on the G&J Parcel as set forth on the Site Plan and the sanitary sewer that is to hereafter be constructed by GF (if GF hereafter elects to construct the Sanitary Sewer as provided in Section 6(a) of this Agreement) and is to be located on the GF Parcel, together with any replacement Sanitary Sewer if an original Sanitary Sewer is hereafter relocated pursuant to Section 2(b) of this Agreement.

3. Parking Easements.

- (a) GF hereby grants for the benefit of all present and future owners of the G&J Parcel, as well as such owners' employees, tenants, subtenants, successors, assigns, invitees and permittees, a perpetual, non-exclusive easement to use the parking spaces that may now or hereafter be situated on the GF Parcel. Any and all such parking spaces shall be located as set forth on the Site Plan.
- (b) G&J hereby grants for the benefit of all present and future owners of the GF Parcel, as well as such owners' employees, tenants, subtenants, successors, assigns, invitees and permittees, a perpetual, non-exclusive easement to use the parking spaces that may now or hereafter be situated on the G&J Parcel. Any and all such parking spaces shall be located as set forth on the Site Plan.
- (c) The owners of the GF Parcel and the G&J Parcel shall reasonably cooperate with each other so that the parking spaces located on their respective Parcels are smooth and level for vehicular access and parking.

- (d) Notwithstanding anything in this Agreement to the contrary, the owner of the GF Parcel and the owner of the G&J Parcel shall each have the right to relocate the parking spaces that may now or hereafter be located on its respective Parcel so long as the size, number and location of the parking spaces on its respective Parcel at all times satisfy and comply with all applicable laws, statutes and ordinances and this Agreement. All costs and expenses relating to the relocation of any parking spaces shall be borne by the owner desiring and performing such relocation. GF and G&J shall each have the right to use compact parking spaces on their respective Parcel.

4. Additional Obligations. As part of the development of the GF Parcel, GF agrees to also cause (a) any buildings and improvements, including asphalt and concrete, that are currently located on the G&J Parcel (other than the Existing Building) to be demolished (including the small tan warehouse building which is currently located on the G&J Parcel), but excluding the north sidewalk on the G&J Parcel that is adjacent to 10th Avenue South and the pole sign that is currently existing on the G&J Parcel, (b) all portions of the G&J Parcel (other than where the Existing Building is located) to be graded, (c) those portions of the G&J Parcel (other than those portions reflected as "Future Development" on the Site Plan and the portion where the Existing G&J Parcel Building is located) to be paved for a Driveway and parking spaces as reflected on the Site Plan and (d) a landscape/detention area to be constructed on the G&J Parcel if a landscape/detention area is required by any applicable governmental entity with respect to the GF Parcel and in a location on the G&J Parcel that is to be determined by the owner of the G&J Parcel in accordance with local laws and regulations so as to provide all necessary storm detention/retention for the GF Parcel and the G&J Parcel to a maximum of 3,050 square feet, but in no event will the landscape/detention area to be determined by the owner of the G&J Parcel eliminate, reduce or adversely affect any of the Driveways and/or parking spaces that are to be located on the G&J Parcel as set forth on the Site Plan. GF agrees to deliver written notice to G&J that GF intends to demolish the buildings and improvements that are currently located on the G&J Parcel (other than the Existing Building) at least forty-five (45) days prior to the anticipated date for such demolition. G&J, at G&J's expense, shall have the right, but not the obligation, to relocate any or all of the utilities that are currently located on the G&J Parcel that G&J deems necessary, including connecting the sewer line that is within the easement behind the existing building on the G&J Parcel as set forth on the Site Plan. G&J hereby consents to and approves of GF (i) removing the fence that currently exists along the northern boundary of Lot 19A and (ii) using portions of Lot 19A for staging during GF's construction and development of the GF Parcel. The landscape/detention area shall be of a size necessary for the GF Parcel and the G&J Parcel to comply with all applicable laws, but in no event shall the landscape/detention area be greater than 3,050 square feet.

GF agrees to provide access, in the form of a six (6) foot wide concrete sidewalk to be constructed by GF as set forth on the Site Plan between the landscape/detention area and the garage door which is located on the south end of the Existing Building. Once constructed, the landscape/detention area may be used by GF for the benefit of the GF Parcel and the G&J Parcel. In connection with the development of the GF Parcel, GF agrees to use reasonable efforts to minimize any disruption or interruption to the tenants in the existing building on the G&J Parcel. If it is necessary under the applicable laws and regulations to relocate the transformers that are

currently located at or near the northwest corner of the warehouse that is currently located on Lot 19A, then GF shall do so at GF's expense to a location to be designated by the owner of Lot 19A; provided, however, that the new location must be in the same general location as the existing transformers or in another location acceptable to GF and G&J in their reasonable discretion.

5. Additional Parking Requirements. G&J, as the owner of the G&J Parcel and Lot 19A, hereby agrees that if (a) the size of the Existing Building is to be increased to more than 6,500 square feet or (b) any additional building is to be constructed on the G&J Parcel, then, as a condition to such size increase and/or new construction, the owner of Lot 19A must designate, set aside and construct on Lot 19A for the use and for the benefit of the GF Parcel and the G&J Parcel such number of parking spaces as may be required by applicable law to accommodate such size increase and/or new construction.

6. Construction, Maintenance, Repair and Liens.

- (a) GF, at GF's option and expense, shall have the right (but not the obligation) to (i) cause the Sanitary Sewer to be constructed and completed on, over and across the GF Parcel and to connect such Sanitary Sewer with the Sanitary Sewer that is currently located on the G&J Parcel and/or (ii) vacate the sanitary sewer easement that is currently located on the GF Parcel and/or reroute the Sanitary Sewer that is currently located on the G&J Parcel to 9th Street. GF and G&J shall each be liable for and obligated to construct and pay for any parking spaces on their respective Parcels; provided, however, that GF shall be liable for and obligated to pay for the initial construction of the Driveway, the parking spaces, sidewalks and the landscape/detention area (if such landscape/detention area is required to satisfy code requirements for permitting on the GF Parcel) that are to be located on the G&J Parcel as reflected on the Site Plan and as provided in Section 4 of this Agreement. G&J hereby grants a construction easement as may be reasonably necessary to GF, as well as GF's contractors and agents, in order to allow GF and GF's contractors and agents to enter upon the G&J Parcel to construct and/or reroute the Sanitary Sewer, the Driveway, the parking spaces, the landscape/detention area and the demolition, grading, paving and other actions to be performed by GF pursuant to this Agreement. GF shall be responsible for any repairs to the G&J Parcel or Lot 19A that are necessitated by actions or inactions of GF; provided, however, that notwithstanding anything contained in this Agreement to the contrary, in the event that the construction contemplated herein by GF uncovers or discovers any hazardous materials that must be abated under applicable law in order for GF to proceed with its construction, the owner of the G&J Parcel and/or the owner of Lot 19A, as applicable (but not GF), shall be responsible and liable for any and all costs, fees, expenses, damages and liabilities that result from and/or relate to any such hazardous materials that are located on the G&J Parcel and/or Lot 19A, including, but not limited to, any asbestos located thereon.
- (b) The owner of the GF Parcel shall keep, maintain and repair those portions of the GF Parcel on which the Driveways, the Sanitary Sewer and the parking spaces may now

or hereafter be situated in good first class condition and repair. After the initial construction by GF as provided in Section 4 of this Agreement, the owner of the G&J Parcel shall keep, maintain and repair those portions of the G&J Parcel on which the Driveways, the Sanitary Sewer, the landscape/detention area and the parking spaces may now or hereafter be situated in good first class condition and repair. If any owner fails to properly maintain and/or repair as provided hereinabove and such failure continues for fifteen (15) days after such owner's receipt of written notice thereof (or upon twenty-four (24) hours prior oral or written notice in the case of a repair or maintenance obligation of a bona fide urgent nature), then the non-defaulting owner shall have the right, but not the obligation to maintain and/or repair those portions of the Driveways, the Sanitary Sewer, the landscape/detention area and/or the parking spaces that are located on the defaulting owner's Parcel and the defaulting owner shall pay the reasonable third-party costs incurred by the non-defaulting owner within thirty (30) days after the defaulting owner's receipt of an invoice therefor. In the event that ownership of the GF Parcel or the G&J Parcel is further divided, each owner of a portion of the GF Parcel or the G&J Parcel, if applicable, shall only be liable and responsible for those portions of the Driveways, the Sanitary Sewer, the landscape/detention area and/or the parking spaces that are then located on that portion of the GF Parcel or the G&J Parcel, as applicable, that are owned by the party in question during its period of such ownership. The owner of the GF Parcel and the owner of the G&J Parcel each hereby grant an ingress and egress easement to the non-defaulting owner in order to allow the non-defaulting owner to enter upon the defaulting owner's Parcel and to maintain and repair the defaulting owner's Parcel to the extent and as provided in this Section 6(b). The owner of the GF Parcel and the owner of the G&J Parcel shall each be obligated to pay all taxes, maintenance and repair costs that relate to and/or are assessed against its respective Parcel. Notwithstanding the foregoing, if the parties disagree as to the reasonableness or necessity of any such repairs, each party shall designate an arbitrator and the two (2) arbitrators shall designate a third arbitrator and the three (3) arbitrators shall make a binding determination as to the reasonableness and necessity of such repairs.

- (c) The reimbursement obligations under Section 6(b) of this Agreement are secured by a lien which shall hereafter attach to the defaulting owner's Parcel to which such assessment and costs relate, which lien, after the notice of default referenced below is filed of record in the Real Property Records of Cascade County, Montana, shall be superior to all other liens and charges against such Parcel which are filed after the notice of default is filed of record; provided, however, that such lien shall be inferior and subordinate to ad valorem tax liens and all mortgage liens and deed of trust liens then of record. It is expressly intended that by acceptance of a deed to a lot within the GF Parcel or the G&J Parcel, each owner acknowledges that title is accepted subject to the lien provided for herein (to the extent that a notice of default has been filed of record), which is deemed to be an express contractual lien and shall be superior to any defense of homestead or other exemption, the lien having been created prior to the creation or attachment of any homestead right with respect to any lot. To evidence the lien and provided that the defaulting owner is delinquent in



paying sums validly due under Section 6(b) of this Agreement, the beneficiary of such lien shall file a written notice of default in the Real Property Records of Cascade County, Montana, setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien and a description of the property. Subsequent to the recording of a notice of default as provided above, the beneficiary of such lien may enforce any and all rights and remedies available at law or in equity, including, but not limited to, bringing an action at law against the defaulting owner personally obligated to pay the same and judicially foreclosing the lien against the defaulting owner's property, all such remedies being cumulative. In any suit or proceeding against the defaulting owner or the defaulting owner's property, the prevailing party shall be entitled to collect from the non-prevailing party all of the prevailing party's reasonable costs, expenses and attorneys' fees incurred in such suit or proceeding.

7. Construction. This Agreement shall be null and void in the event that GF has not begun construction of the Hastings Store on the GF Parcel on or before October 1, 2003. This Agreement shall not be recorded prior to GF's commencement of construction of the Hastings Store on the GF Parcel unless required by law or unless required in order to obtain a building permit, in which event GF agrees to execute and record any necessary documentation to remove the cloud on title caused by such recordation if construction does not commence on or before October 1, 2003.

8. Cooperation. GF and G&J hereby consent to and approve of the Site Plan and agree that GF shall have the right to construct the 25,000 square foot building that is reflected on the Site Plan on the GF Parcel, together with the entrance ways, parking spaces, Driveways, Sanitary Sewer and other improvements that are reflected on the Site Plan (including, but not limited to, those that are to be located on the G&J Parcel) in accordance with the terms and provisions of this Agreement. G&J hereby agrees to reasonably cooperate with GF in connection with GF's obtaining any and all permits, licenses and approvals that may be necessary or required in connection with the construction of the 25,000 square foot building on the GF Parcel, together with the entrance ways, parking spaces, Driveways, Sanitary Sewer and other improvements (including, but not limited to, those that are to be located on the G&J Parcel) that are permitted pursuant to this Agreement and are as set forth on the Site Plan.

9. Notice. All notices required or permitted hereby shall be in writing and become effective after being deposited in the U.S. mail, certified or registered with postage prepaid or, if delivered by some other manner, when actually received.

Notices to G&J shall be addressed to:

Gus & Jack's Tire Shop
1117 Seventh Street South
Great Falls, Montana 59405
Attn: J. Mark Rothwell

Notices to GF shall be addressed to:



GF-10th Avenue, L.P.
Suite 10
5700 Legacy Drive
Plano, Texas 75024
Attn: Robert L. Myers

A subsequent owner of all or a part of the GF Parcel or the G&J Parcel (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), shall be entitled to receive notices hereunder by delivering written notice of its address to the owners of each portion of the GF Parcel and the G&J Parcel (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A). Any affected owner may change its address for notice by giving all other owners written notice of such change not less than ten (10) days prior to the effective date of such change.

10. Amendment. This Agreement may only be modified or amended by an instrument in writing duly recorded in the Real Property Records of Cascade County, Montana, executed and acknowledged by the owners of each portion of the GF Parcel and the G&J Parcel (and, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), along with any lienholders with a recorded lien on all or a portion of the GF Parcel or the G&J Parcel (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A).
11. No Accrual of Rights in the Public. The owner of any portion of the GF Parcel or the G&J Parcel (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), shall have the right from time to time to close temporarily any and all portions of the vehicular access easements herein granted on its portion of the GF Parcel or the G&J Parcel (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), to such an extent as in the reasonable opinion of the owner of such property as may be legally necessary or sufficient to prevent a dedication or accrual of any rights in the public or any persons other than the owner of such property; provided, however, such owner shall use its good faith efforts to cause such temporary closings to occur on legal holidays or at other dates and times when such access easements may be infrequently used and to keep such closing to the minimum duration required to prevent such dedication or accrual of rights in the public. The owner of such portion of the GF Parcel or the G&J Parcel, (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), as the case may be, initiating such temporary closing shall give not less than forty-five (45) days advance written notice to the owner of the other portions of the GF Parcel or the G&J Parcel (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), affected by such closing and each owner of a portion of the GF Parcel and the G&J Parcel (and, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), shall reasonably cooperate to provide alternative access, if reasonably available, during the period of such cessation.
12. Estoppel Certificate. Any owner of all or a portion of the GF Parcel or the G&J Parcel (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), shall promptly execute an estoppel certificate in form reasonably acceptable to a party



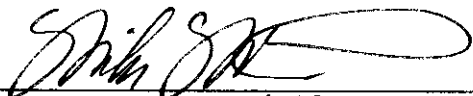
requesting an estoppel certificate setting forth the status of this Agreement, including, but not limited to, any amount that may be due hereunder. Only an owner of a portion of the GF Parcel or the G&J Parcel (or, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), may request a certificate, but such certificate shall be addressed to such owner and any lender or prospective purchaser designated by such owner.

13. Binding Effect. The easements, rights and obligations created herein shall be effective as of the date hereof, shall run with the land burdened thereby, shall be binding upon all owners and occupants thereof, or any part thereof and improvements thereon, and their respective successors and assigns, shall constitute encumbrances on the GF Parcel and the G&J Parcel (and, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A to the extent and as provided in this Agreement), and shall inure to the benefit of the owner of each portion of the GF Parcel and the G&J Parcel (and, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A to the extent and as provided in this Agreement), and their respective successors and assigns.
14. No Merger. It is expressly understood and agreed that the easements, rights and privileges granted and conveyed herein shall not be merged or extinguished by reason of the fact that the legal or beneficial title to the GF Parcel and the G&J Parcel (and, if the conditions set forth in Section 1(e) of this Agreement are satisfied, Lot 19A), (or any interest therein or part thereof), as the case may be, is or may be vested in the same person or entity, except if said owner expressly states an intent for such merger to occur in an instrument in writing duly recorded in the Real Property Records of Cascade County, Montana.
15. Enforceability. If any term, covenant or restriction herein shall be invalid or unenforceable, the remainder shall not be affected thereby, and each term, covenant and restriction shall be valid and enforceable to the fullest extent permitted by law.
16. Counterparts. This Agreement may be executed in multiple counterparts and the signatures of the parties hereto may be executed on separate pages and when attached to this Agreement shall constitute one complete document.

Executed and effective as of the Effective Date.

GF-10TH AVENUE, L.P., a Texas limited partnership

By: 10th Avenue BB, LLC, a Texas limited liability company, the general partner

By: 
Name: MIKE MCCAIN
Title: VICE PRES.



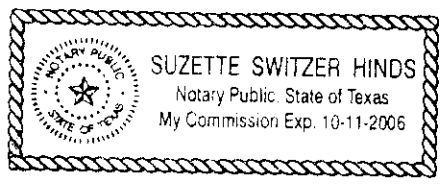
GUS & JACK'S TIRE SHOP, a Montana corporation

By: J. Mark Rothwell
J. Mark Rothwell, President

STATE OF TEXAS

COUNTY OF ~~DALLAS~~ Collin §
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This instrument was acknowledged before me on this 24 day of June, 2003, by Mike McCain, Vice President of 10th Avenue BB, LLC, a Texas limited liability company, the general partner of GF-10th Avenue, L.P., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.



Suzette Switzer Hinds
Notary Public, State of Texas

STATE OF Montana

COUNTY OF Cascade §
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§

This instrument was acknowledged before me on this the 14th day of May, 2003, by J. Mark Rothwell, President of Gus & Jack's Tire Shop, a Montana corporation, on behalf of said corporation.

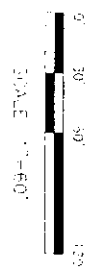
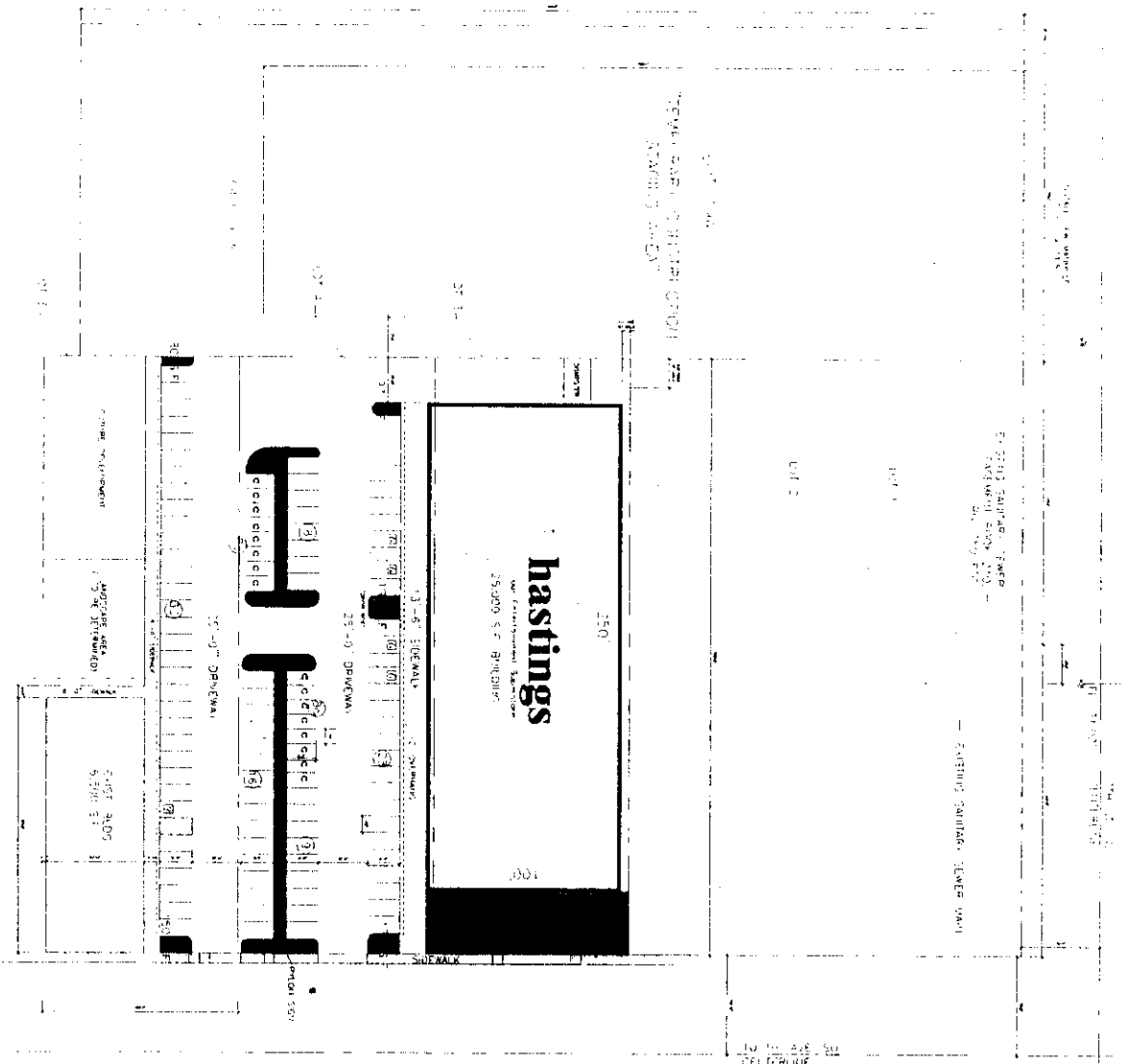
Barbara K. Kelly
NOTARY PUBLIC FOR THE STATE OF MONTANA
BARBARA K. Kelly
Residing at Cascade, mt
My Commission Expires: 9-27-2006

 **R0059039**
Page: 11 of 18
07/01/2003 03:17P
CASCADE COUNTY, MT ES 98.00 By: LDAGGETT

Exhibit "A"

Site Plan

 **R0059039**
Page: 12 of 18
07/01/2003 03:17P
CASCADE COUNTY, MT ES 96.00 By: LDAGGETT



NOTE: LANDSCAPE AND GRAVED AREAS ARE SUBJECT TO REVISIONS AS PER FINAL ENGINEERING REQUIREMENTS. SITE WILL NOT BE CONSIDERED MEETING THE MINIMUM REQUIREMENTS OF THE CITY OF GREAT FALLS.

LOT 1 & 4	6,700 SF LANDSCAPE EXPO. INCLUDING 1,525 SF ASIDE DRIVEWAY AREA
1,825 SF DETENTION BASIN	
TOTAL LANDSCAPE	8,525 SF
LOT 2	1,225 SF DETENTION BASIN
TOTAL LANDSCAPE	1,225 SF
LOT 3	1,100 SF
LOT 4	1,100 SF
TOTAL	2,200 SF

PROJECT: RAPID AND MID-SCALE LAYOUT	DATE: 07/01/2003	BY: LDAGGETT
DRAWN BY: GREAT FALLS, MONTANA	SCALE: 1\"/>	

Exhibit "B"

Legal Description of the Land

Lot 3, Block 2, Except the North 20 feet thereof, FIFTEENTH ADDITION to Great Falls, Cascade County, Montana, according to the official map or plat thereof, on file and of record in the office of the Clerk and Recorder of said County.

(According to Reel 278, Document 1224, records of Cascade County, Montana.)

Except the North 20 feet thereof heretofore conveyed to the State of Montana by Deed recorded May 4, 1955, in Block 243, Page 95, records of Cascade County, Montana.

Lot 4, Block 2, FIFTEENTH ADDITION to Great Falls Townsite, Cascade County, Montana, according to the official map or plat thereof, on file and of record in the office of the Clerk and Recorder of said County. EXCEPT the North 20 feet thereof heretofore conveyed to the State of Montana by Deed recorded May 4, 1955, in Book 243, Page 97, records of Cascade County, Montana.



R0059039

Page: 14 of 16

07/01/2003 03:17P

CASCADE COUNTY, MT ES

96.00 By: LDAGGETT

Exhibit "C"

Legal Description of the G&J Parcel

Lot 5, Block 2, Fifteenth Addition to the City of Great Falls, Cascade County, Montana, according to the official plat or map thereof on file in the office of the County Clerk and Recorder of said County.

Except the North 20 feet thereof, conveyed to State of Montana for highway.



Exhibit "D"

Legal Description of the Lot 19A

The North 210 feet of the following described tract of land lying in Lot 19, Block 2, Fifteenth Addition to the City of Great Falls, Cascade County, Montana, to-wit: Starting at a point at the extreme SW corner of Lot 1, Block 2 of the Fifteenth Addition to the City of Great Falls, Cascade County, Montana and running thence southerly along the western boundary of said Lot 19, a distance of 210 feet: thence South 89 degrees 56 minutes East, 481.5 feet, more or less, to the western boundary of said Lot 10 and Lot 9 of said block a distance of 210 feet, more or less, to the southern boundary of Lot 5 in said Block 2; thence westerly along the southern boundary of said Lot 5 and the southern boundaries of Lots 4, 3, 2, and 1 of said Block 2 a distance of 481.5 feet, more or less, to the true point of beginning.

RECIPROCAL GRANT AND ABANDONMENT OF EASEMENT

THIS INDENTURE, is made by and between the City of Great Falls, a municipal corporation of the State of Montana, Cascade County, Montana ("City") and GF - 10th Avenue, L.P., a Texas limited partnership, of 5700 Legacy Drive, Suite 10, Dallas, TX 75024 ("10th Avenue L.P.")

Abandonment of Easement

and in consideration of the easement granted herein, the City does hereby convey, remise, release, and forever quitclaim unto 10th Avenue L.P. all of the City's rights, title, and interest in and to the following described easement:

As recorded in Book 210, page 350 in the Cascade County Courthouse and located in the Fifteenth Addition to Great Falls and as shown on Exhibit A attached hereto: A strip of land twenty (20) feet wide, ten feet lying on either side and parallel to the centerline described as follows: Commencing at the northeast property corner of Lot 4, Block 2, Fifteenth Addition to Great Falls, Montana thence S 0° 00' 57" E, 150.00', thence N 89° 56' W, 30.00' to the true point of beginning of the centerline of the easement abandonment; thence N 89° 56' W, 161' along said centerline to the end of the easement abandonment.

The following conditions attach and pertain to the foregoing abandonment of easement:

1) The effective time of abandonment of easement will be the same time the new sanitary sewer utility to be constructed in the existing adjacent easement has been accepted and put into operation by the City.

Grant of Easement

In consideration of the City's abandonment of the above easement, 10th Avenue L.P., does hereby convey, transfer, and grant unto the City a perpetual right-of-way and easement for the maintenance, enlarging, reducing, or removal of underground utility lines, together with all necessary appurtenances thereto, in, under, through, and across the real property hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said utility lines. The metes and bounds of the easement herein granted is described as follows and shown on Exhibit A attached hereto:

A 9 to 10 foot wide easement within the boundaries of Lots 3 & 4, Block 2, Fifteenth Addition to Great Falls, Montana, with the outside edge as described herein. Beginning at the northeast corner of Lot 4, Block 2, Fifteenth Addition to Great Falls, Montana thence S 0° 00' 57" E, 160.00' to the True Point of Beginning. Thence S 0° 00' 57" E, 145.00' to the southeast corner of Lot 4, thence N 89° 56' W, 200.00' to the southwest corner of Lot 3 where the easement width changes from 10 feet to 9 feet, thence N 0° 00' 57" W, 145.00' to the edge of an existing utility easement.

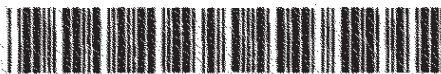
The following covenants and conditions attach and pertain to the foregoing grant of easement:

1. The City agrees that in the event of any excavation within said easement for purpose of maintenance or repair, City or its agents shall backfill and/or restore the surface to its existing condition.

2. 10th Avenue L.P. shall not make or construct any building or other permanent improvement, except paving, upon the land covered by this easement, and said land shall be kept free of any such permanent obstruction that would impair the maintenance or operation of the underground utilities.

3. The City shall indemnify and hold harmless 10th Avenue L.P. from any and all claims, demands and liability arising out of existence of the underground utilities within the easement.

4. The grant of easement shall run with the land and shall be binding upon and shall inure to the benefit of the City and its successors and assigns.



R0069098

Page: 1 of 3

10/15/2003 03:18P

CASCADE COUNTY, MT ES

10.00 By: NESICKELS

Return to
City Clerk's Office
P O Box 5021
Great Falls, MT. 59403

IN WITNESS WHEREOF, the parties have set their hands and seals on the 11 day of Oct, 2003.

CITY OF GREAT FALLS, Montana

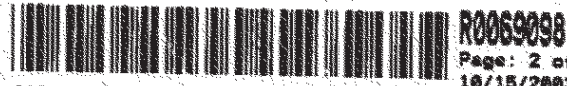
By [Signature]
John W. Lawton, City Manager

ATTEST:

STATE OF MONTANA)

:SS

COUNTY OF CASCADE)

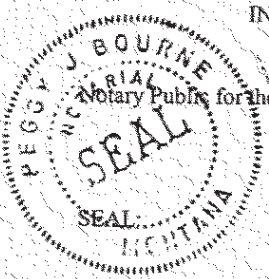


CASCADE COUNTY, MT ES

Page: 2 of 3
10/15/2003 03:19P
By: MESICKELS

This instrument was acknowledged before me on the 11 day of Oct, 2003, by John W. Lawton, known by me to be the City Manger of the City of Great Falls, Montana.

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



[Signature]
Notary Public for the State of Montana
Residing at Great Falls
My commission expires 12/17/03

APPROVED FOR LEGAL CONTENT:

[Signature]
Melodi Wald, Deputy City Clerk

[Signature]
David V. Gliko, City Attorney

GF - 10th AVENUE, L.P., a Texas limited partnership

By: 10th Avenue BB, LLC, a Texas limited liability company, the general partner

By: [Signature]
Name: CHARLES A. COOPER
Title: VICE PRESIDENT

ATTEST:

STATE OF TEXAS)

:SS

COUNTY OF DALLAS)

This instrument was acknowledged before me on the 11 day of SEPT, 2003, by Charles Cooper the Vice President of 10th Avenue BB, LLC, a Texas limited liability company, the general partner of GF - 10th Avenue, L.P., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

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

[Signature]
Notary Public for the State of Texas
Residing at DALLAS, TEXAS
My commission expires _____

CORPORATE SEAL:

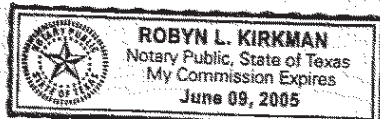
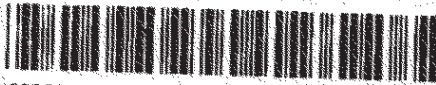
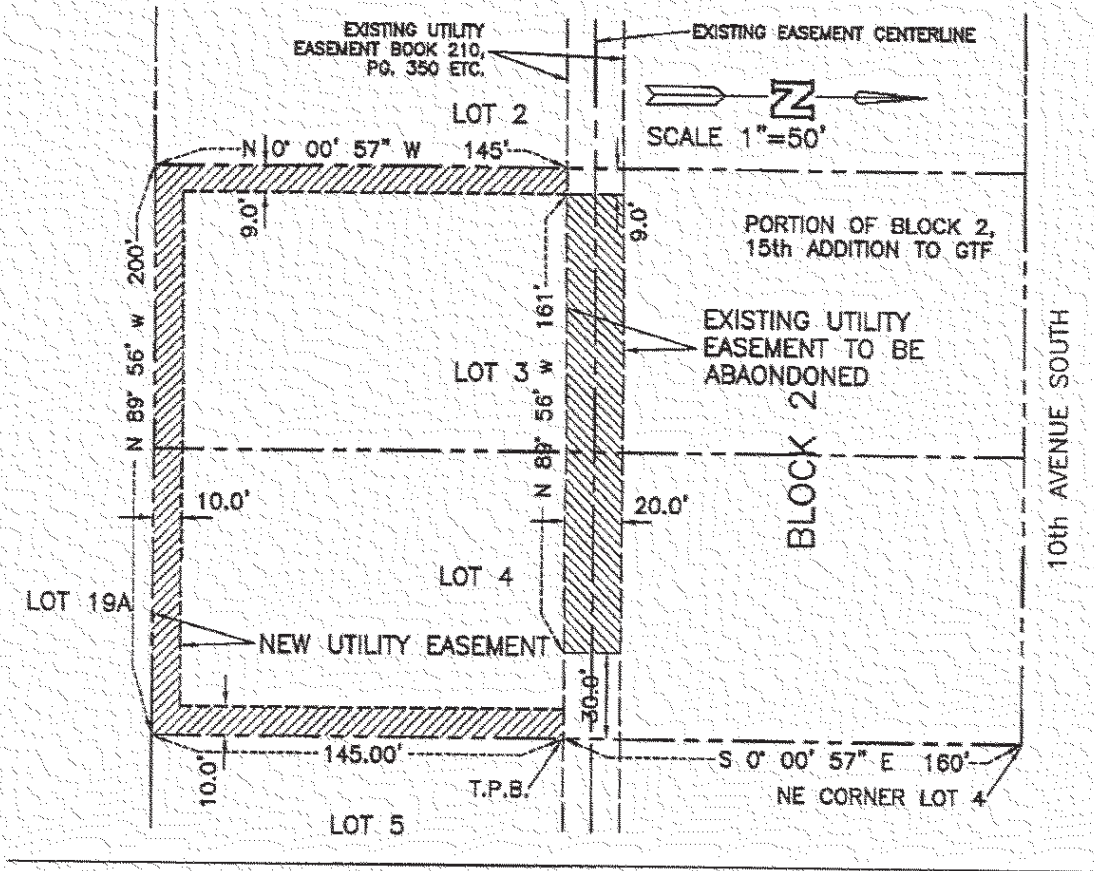


EXHIBIT "A"

A 9 to 10 foot wide easement within the boundaries of Lots 3 & 4, Block 2, Fifteenth Addition to Great Falls, Montana, with the outside edge as described herein. Beginning at the northeast corner of Lot 4, Block 2, Fifteenth Addition to Great Falls, Montana thence S 0° 00' 57" E, 160.00' to the True Point of Beginning. Thence S 0° 00' 57" E, 145.00' to the southeast corner of Lot 4, thence N 89° 56' W, 200.00' to the southwest corner of Lot 3 where the easement width changes from 10 feet to 9 feet, thence N 0° 00' 57" W, 145.00' to the edge of an existing utility easement.



R0069098
 Page: 3 of 3
 18/15/2003 03:19P
 18.08 By: HESICKELS

CASCADE COUNTY, MT ES

CORRECTED EASEMENT

This document corrects a dimensioning error in Easement document R0069098, Cascade County, as shown in bold text below.

THIS INDENTURE is made by and between the City of Great Falls, a municipal corporation of the State of Montana, Cascade County, Montana ("City") and GF- 10th Avenue L.P. of 5700 Legacy Drive, Suite 10, Dallas, TX 75024 ("10th Avenue L.P.")

Abandonment of Easement

and in consideration of the easement granted herein, the City does hereby convey, remise, release, and forever quitclaim unto 10th Avenue L.P. all of the City's rights, title, and interest in and to the following described easement:

As recorded in Book 210, page 350 in the Cascade County Courthouse and located in the Fifteenth Addition to Great Falls and as shown on Exhibit A attached hereto: A strip of land twenty (20) feet wide, ten feet lying on either side and parallel to the centerline described as follows: Commencing at the northeast property corner of Lot 4, Block 2, Fifteenth Addition to Great Falls, Montana thence S 0° 00' 57" E, ~~150.00'~~ **140.00'**, thence N 89° 56' W, 30.00' to the true point of beginning of the centerline of the easement abandonment; thence N 89° 56' W, 161' along said centerline to the end of the easement abandonment.

The following conditions attach and pertain to the foregoing abandonment of easement:

1) The effective time of abandonment of easement will be the same time the new sanitary sewer utility to be constructed in the existing adjacent easement has been accepted and put into operation by the City.

Grant of Easement

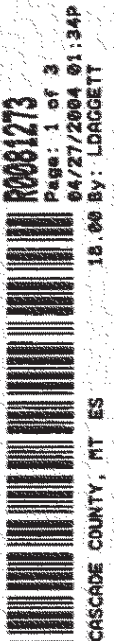
In consideration of the City's abandonment of the above easement, GF 10th Avenue L.P. hereby convey, transfer, and grant unto the City a perpetual right-of-way and easement for the maintenance, enlarging, reducing, or removal of underground utility lines, together with all necessary appurtenances thereto, in, under, through, and across the real property hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said utility lines. The metes and bounds of the easement herein granted is described as follows and shown on Exhibit A attached hereto:

A 9 to 10 foot wide easement within the boundaries of Lots 3 & 4, Block 2, Fifteenth Addition to Great Falls, Montana, with the outside edge as described herein. Beginning at the northeast corner of Lot 4, Block 2, Fifteenth Addition to Great Falls, Montana thence S 0° 00' 57" E, ~~160.00'~~ **150.00'** to the True Point of Beginning. Thence S 0° 00' 57" E, ~~145.00'~~ **155.00'** to the southeast corner of Lot 4, thence N 89° 56' W, 200.00' to the southwest corner of Lot 3 where the easement width changes from 10 feet to 9 feet, thence N 0° 00' 57" W, ~~145.00'~~ **155.00'** to the edge of an existing utility easement.

The following covenants and conditions attach and pertain to the foregoing grant of easement:

1. The City agrees that in the event of any excavation within said easement for purpose of maintenance or repair, City or its agents shall backfill and/or restore the surface to its existing condition.
2. GF 10th Avenue L.P. shall not make or construct any building or other permanent improvement, except paving, upon the land covered by this easement, and said land shall be kept free of any such permanent obstruction that would impair the maintenance or operation of the underground utilities.
3. The City shall indemnify and hold harmless GF 10th Avenue L.P. from any and all claims, demands and liability arising out of existence of the underground utilities within the easement.
4. The grant of easement shall run with the land and shall be binding upon and shall inure to the benefit of the City and its successors and assigns.

Return to the City Clerk
P.O. Box 5021
Great Falls, MT 59403



IN WITNESS WHEREOF, the parties have set their hands and seals on the 22 day of April, 2004.

CITY OF GREAT FALLS, Montana

By Cheryl Patton
John W. Lawton, City Manager
Asst.

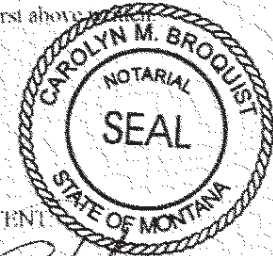
ATTEST

STATE OF MONTANA)

COUNTY OF CASCADE)

This instrument was acknowledged before me on the 22nd day of April, 2004, by John W. Lawton, known by me to be the City Manger of the City of Great Falls, Montana

IN WITNESS WHEREOF, I set my hand and Notarial Seal on the day and year first above written.
Carolyn M. Broquist
Carolyn M. Broquist
Notary Public for the State of Montana
Residing at Great Falls
My commission expires 11/03/2007



APPROVED FOR LEGAL CONTENT

Peggy Bourne
City Clerk

David V. Gliko
City Attorney

GF- 10th AVENUE L.P.

Charles Cooper
Charles Cooper 4/19/04

ATTEST

STATE OF TEXAS)

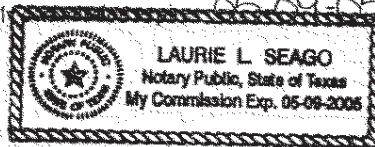
COUNTY OF Dallas)

This instrument was acknowledged before me on the 19th day of April, 2004, by Charles Cooper

IN WITNESS WHEREOF, I set my hand and Notarial Seal on the day and year first above written.
Laurie L. Seago
Notary Public for the State of Texas

Residing at Dallas TX
My Commission Expires 05-09-05

CORPORATE SEAL



R0081273

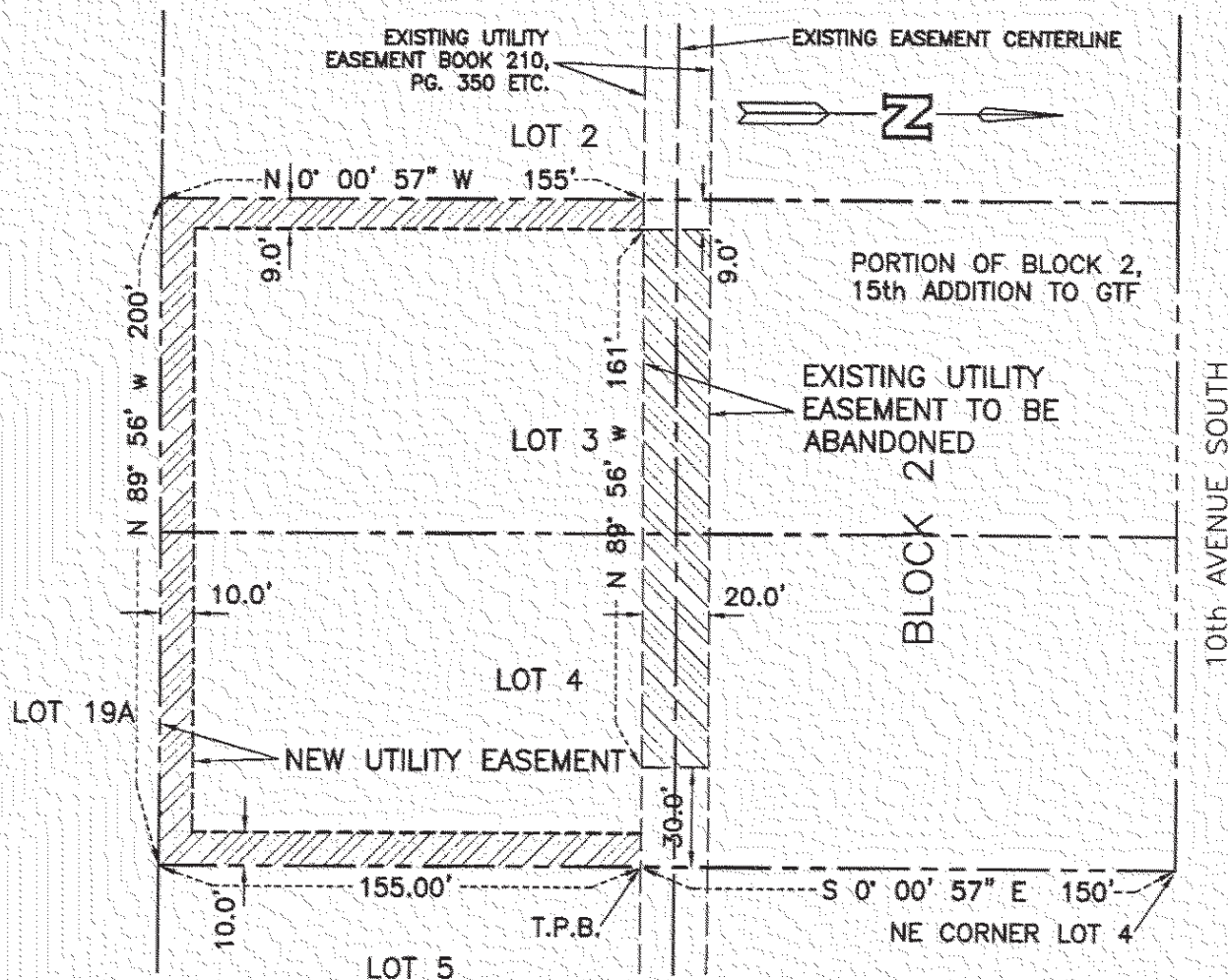
Page: 2 of 3
04/27/2004 01:34P

CASCADE COUNTY, MT ES

18.00 By: LDROGGETT

EXHIBIT "A"

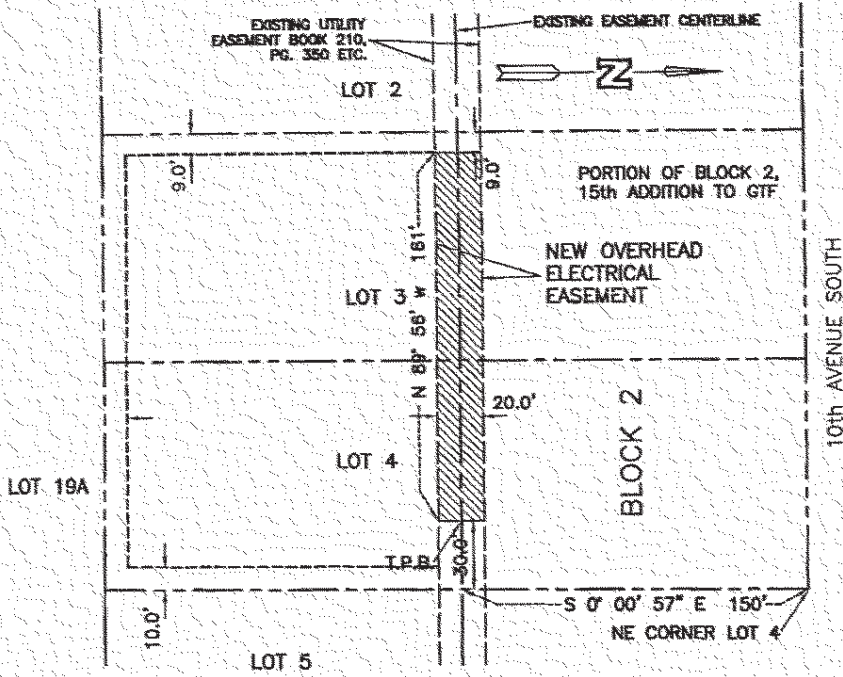
A 9 to 10 foot wide easement within the boundaries of Lots 3 & 4, Block 2, Fifteenth Addition to Great Falls, Montana, with the outside edge as described herein. Beginning at the northeast corner of Lot 4, Block 2, Fifteenth Addition to Great Falls, Montana thence S 0° 00' 57" E, 150.00' to the True Point of Beginning. Thence S 0° 00' 57" E, 155.00' to the southeast corner of Lot 4, thence N 89° 56' W, 200.00' to the southwest corner of Lot 3 where the easement width changes from 10 feet to 9 feet, thence N 0° 00' 57" W, 155.00' to the edge of an existing utility easement.



R0081273
 Page: 3 of 3
 04/27/2004 01:34P
 18.00 By: LDAGGETT

EXHIBIT "A"

A 20 foot wide easement within the boundaries of Lots 3 & 4, Block 2, Fifteenth Addition to Great Falls, Montana, with the centerline as described herein. Commencing at the northeast corner of Lot 4, Block 2, Fifteenth Addition to Great Falls, Montana thence S 0° 00' 57" E, 150.00' to the centerline of an existing utility easement; thence N 89° 56' W, 30.00' along the centerline of said easement to the True Point of Beginning of the centerline of the easement. Thence N 89° 56' W, 161.00' along said centerline to the end of the easement.



CORRECTED EASEMENT

This document corrects a dimensioning error in Easement document R0073227, Cascade County, as shown in bold text below.

GF- 10th Avenue, L.P. of 5700 Legacy Drive, Suite 10, Dallas, TX 75024, "Grantor", in consideration of \$1.00 and other good and valuable consideration, in hand paid, the receipt of which is acknowledged, does grant and convey to NORTHWESTERN CORPORATION, a Delaware Corporation, of 40 East Broadway, Butte, MT 59701-9394, "Grantee", and to its successors, assigns and apportionees, an easement 20 feet in width upon which to construct, operate, maintain, replace, upgrade and remove an electric powerline and guy wires, over, along and across that certain real property located in Cascade County, Montana, as shown in "Exhibit A" and particularly described as follows: T20N R3E Sec 13

Commencing at the northeast corner of Lot 4, Block 2, Fifteenth Addition to Great Falls, Montana thence S 0° 00' 57" E, ~~160.00'~~ **140.00'**, thence N 89° 56' W, 30.00' along the centerline of an existing utility easement to the true point of beginning of the centerline of the easement, thence N 89° 56' W, 161' along said centerline to the end of the easement abandonment.

TOGETHER with reasonable right of access to and from the easement area over lands of the Grantor using existing roads where practicable, the right to use the easement area to construct, replace, maintain, operate, upgrade or remove the powerline and guy wires.

THE GRANTOR covenants with the Grantee that the Grantor is lawfully seized and possessed of the real estate above-described, and that the Grantor has a good and lawful right to convey it, or any part thereof.

DATED this 19th day of April 2004

Charles Cooper

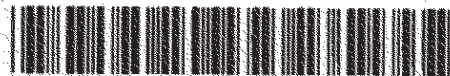
GF-10th Ave, L.P.

STATE OF Texas)

) ss.
COUNTY OF Dallas)

This instrument was acknowledged before me on April 19, 2004, by

Charles Cooper

 **R0080908**
Page: 1 of 2
04/22/2004 09:58A
12.00 By: LDAGGETT
CASCADE COUNTY, MT ES



Signature: Laurie L. Seago

Print Name: Laurie L. Seago

Notary Public for the State of Texas

Residing at Dallas, TX

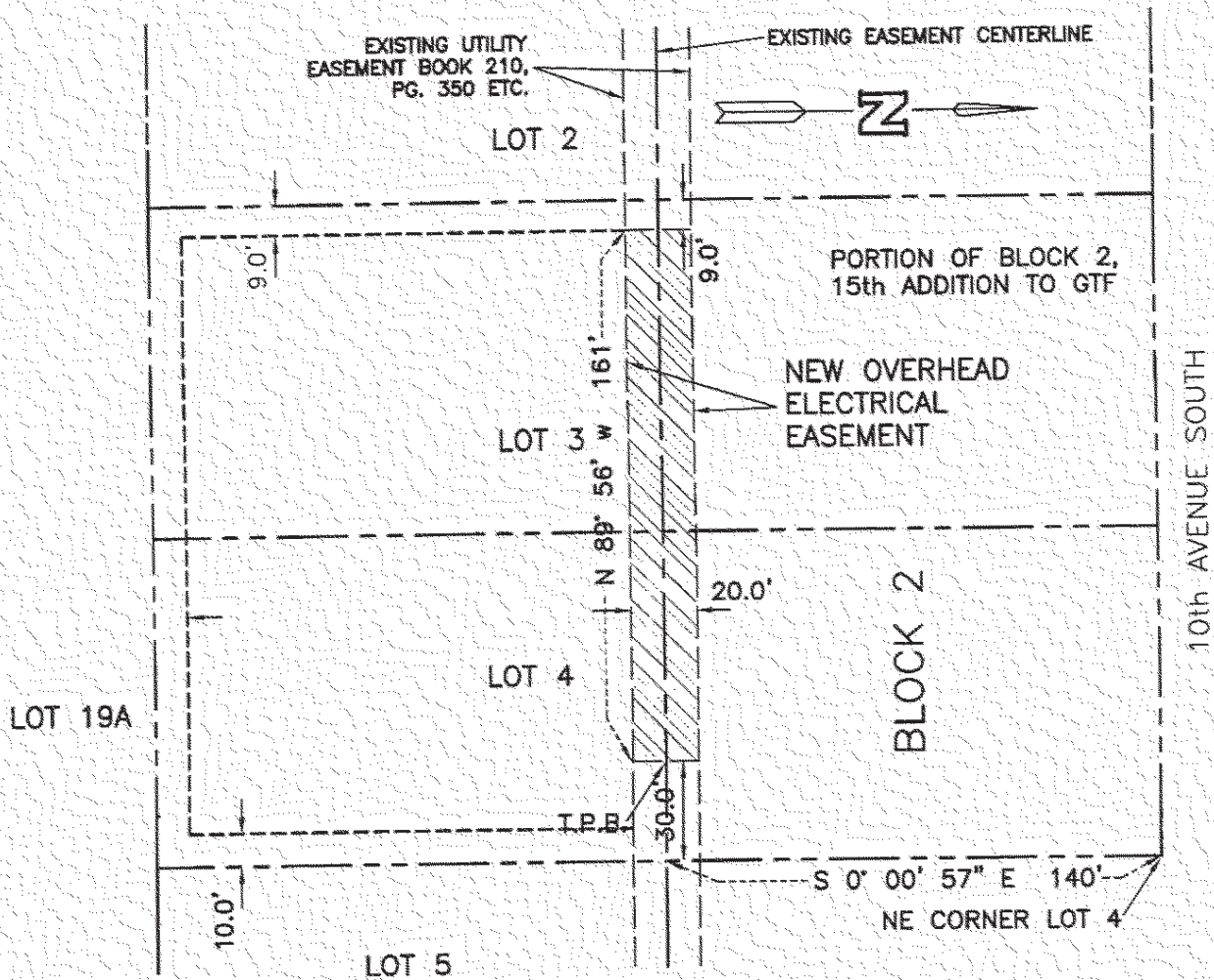
My Commission Expires May 09, 2005

Filed for record this _____ day of _____, 2004, at _____ o'clock _____, and recorded in/on _____ of the records of County of _____

State of Montana. Ret To: DELTA ENGINEERING
PO Box 1481
GREAT FALLS MT 59403

EXHIBIT "A"

A 20 foot wide easement within the boundaries of Lots 3 & 4, Block 2, Fifteenth Addition to Great Falls, Montana, with the centerline as described herein. Commencing at the northeast corner of Lot 4, Block 2, Fifteenth Addition to Great Falls, Montana thence S 0° 00' 57" E, 140.00' to the centerline of an existing utility easement; thence N 89° 56' W, 30.00' along the centerline of said easement to the True Point of Beginning of the centerline of the easement. Thence N 89° 56' W, 161.00' along said centerline to the end of the easement.



R0080908

Page: 2 of 2
04/22/2004 09:58A

CASCADE COUNTY, MT ES

12.00 By: LDAGGETT

RETURN TO:
NORTHWESTERN ENERGY
LANDS and PERMITTING DEPARTMENT
40 East Broadway
Butte, MT 59701-9989



Attention: Christine Hepola

Form No. 3442 06/07 Q1

EASEMENT - UNDERGROUND ELECTRIC

GUS AND JACK'S TIRE SHOP - As per map dated June 7, 2007
Sheet 1

of GREAT FALLS MT Zip 59405, "Grantor", in consideration of \$1.00 and other good and valuable consideration, in hand paid, the receipt of which is acknowledged, does grant and convey to NORTHWESTERN CORPORATION d/b/a NORTHWESTERN ENERGY, a Delaware Corporation, of 40 East Broadway, Butte, MT 59701-9989, "Grantee", and to its successors, assigns and apportionees, an easement TEN feet in width upon which to construct, operate, maintain, replace upgrade and remove an underground electric powerline, communications system, and necessary appurtenances over, under, along and across that certain real property located in CASCADE County, Montana, and particularly described as follows:

TOWNSHIP 20N RANGE 3E P.M.M.

SECTION(S) 13 - Great Falls Fifteenth Addition

AKA 1101 7th Avenue (Street) 59401

GEO Code 02301513106330000

TOGETHER with reasonable right of access to and from the easement area over lands of the Grantor using existing roads and trails where practicable; the right to use and keep the easement area free and clear of any and all obstructions or structures, except fences; and the right to clear and remove all timber, brush or vegetation outside of easement area that may, in the Grantee's sole opinion, endanger the powerline, communications system, or necessary appurtenances.

THE GRANTOR covenants with the Grantee that the Grantor is lawfully seized and possessed of the real estate above-described, and that the Grantor has a good and lawful right to convey it, or any part thereof.

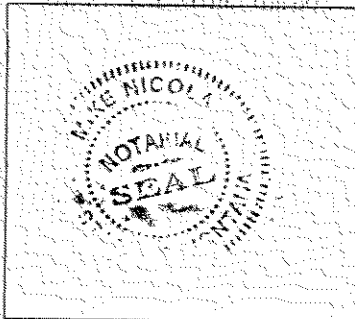
DATED this _____ day of _____, 20____.

J. Mark Rothwell PRES

STATE OF MONTANA)

COUNTY OF CASCADE)

On this 2ND day of AUGUST 2007, before me, personally appeared J. MARK ROTHWELL President of Gus and Jack's Tire Shop known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



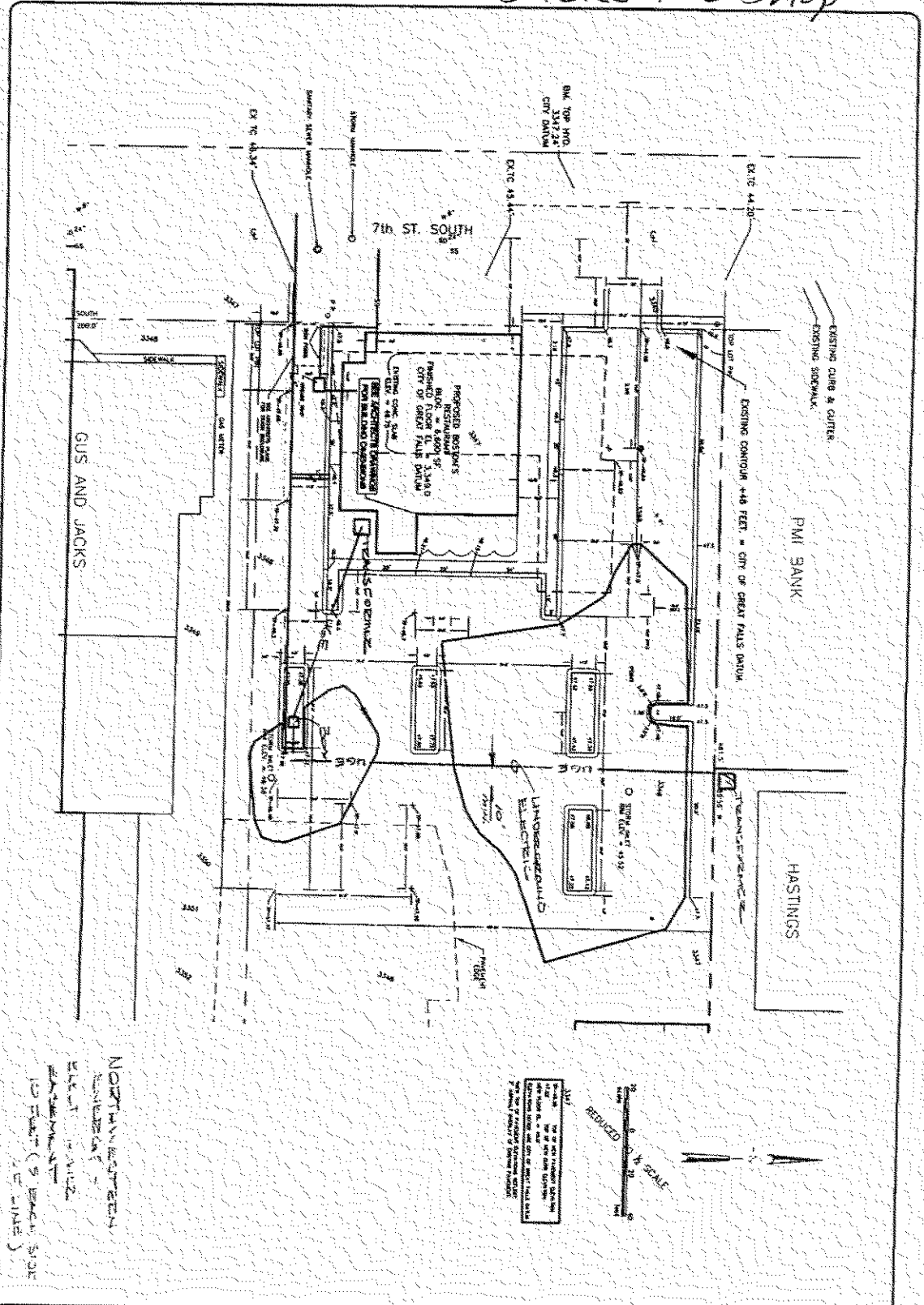
Signature: *Mike Nicola*
Print Name: MIKE NICOLA
Notary Public for the State MONTANA
Residing at GREAT FALLS
My Commission Expires MAY 76 20 09
Project: S & L DEVELOPMENT
Map No.:
Order No.: 23126758
Acquired by: MIKE NICOLA
E No.:

R0162159 ES

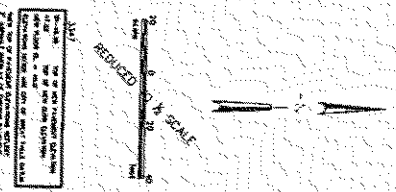
Total Pages: 2 R 22.00 By: idaggett 11/26/2007 12:55:48 PM
Cascade County, Rina Ft Moore - Clerk & Recorder



Exhibit "A" GUS AND JACK'S TIE SHOP



NORTHWESTERN
 ENGINEERING
 1011 15th Street NE
 Great Falls, MT 59405
 Phone: (406) 453-2000
 Fax: (406) 453-2005



1



Project No: 025155 101 - BOSTON'S RESTAURANT Date: JUNE 7, 2007a Designer: NGA Draw: NGA Checked: FY Approved: FY

BOSTON'S RESTAURANT
 1101 7TH STREET SOUTH - GREAT FALLS, MT.

PROPOSED BUILDING LOCATION

NO.	REVISION	BY	DATE

State Highway Commission of Montana

PROJECT: 2/877 (A) WARRANTY DEED

THIS INDENTURE, made this 21st day of April, 1955 IN CONSIDERATION of the sum of FIFTY-SIX HUNDRED AND FOUR DOLLARS (\$564.00) lawful money of the United States to them in hand paid by the STATE OF MONTANA, the receipt whereof is hereby acknowledged, WITNESSETH THAT,

DUS EVANS and ANNA EVANS, husband and wife, of Great Falls, Montana,

do hereby GRANT, BARGAIN, SELL, CONVEY, WARRANT AND CONFIRM unto the STATE OF MONTANA for the benefit and use of its State Highway Commission, the following described real property, to-wit:

85/81.3 to 86/81.3

A tract of land in Lot 3, Block 2 of the Fifteenth Addition to Great Falls, Montana, in NW 1/4, Section 13, Township 20 North, Range 3 East, M.P.M., Cascade County, Montana, more particularly described as follows:

A strip of land 20 feet wide, being the northerly 20 feet of said Lot 3, Block 2 of the Fifteenth Addition to Great Falls, Montana, and containing in all 0.046 of an acre, more or less.

As a further consideration for the execution of this deed, the State of Montana, by and through its State Highway Commission, agrees to pay to the undersigned grantors an additional sum in the amount of \$3342.00, if the residences now in place upon the herein described lot is moved to a new location upon the herein described lot one year from the date hereof.

TO HAVE AND TO HOLD the above premises unto the heirs, assigns and assigns forever of the said TARA, and to be observed by the said TARA and her heirs, assigns and assigns forever.

And the undersigned hereby certifies that the above WARRANT is the FINEST all right title and interest in and to the said premises and the quiet and peaceful possession thereof, unto the STATE OF MONTANA, its successors and assigns, against all men and kind of the undersigned, and all and every person or persons whatsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF the undersigned has executed these premises the day and year first above written.

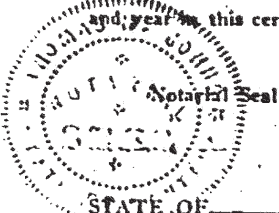
Das Evans (Das Evans) Anna Evans (Anna Evans)

STATE OF MONTANA
County of CASCADE

On this 21st day of April A. D. 19 55 before me Thomas H. Johns
a Notary Public in and for the State of Montana, personally appeared
DAS EVANS and ANNA EVANS

known to me to be the person whose name are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Thomas H. Johns
Notary Public for the State of Montana
Residing at Helena
My Commission expires April 29, 1955

STATE OF _____
County of _____

On this _____ day of _____ A. D. 19 _____, before me _____
a Notary Public in and for the State of _____, personally appeared _____

known to me to be the person whose name _____ subscribed to the within instrument and acknowledged to me that _____ executed the same.

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

Notarial Seal

Notary Public for the State of _____
Residing at _____
My Commission expires _____

F 277 (3) 10
(Project No.) (Parcel No.)

Serialing: 85+81.3 to 86+81.3

CASCADE County

WARRANTY DEED

DAS EVANS et ux 488388

TO STATE OF MONTANA

No. _____ Office of

COUNTY CLERK AND RECORDER
County of Cascade, Montana

I hereby certify that the within instrument was filed for record in this office on

the 21 day of May

A. D. 1955, at 10 o'clock A.M., and

duly recorded in book 243 of 95

L. M. [Signature] County Clerk and Recorder

By _____ Deputy
No Fee Indexed Recorded Compared

After recording please mail to
STATE HIGHWAY COMMISSION
HELENA, MONTANA

State Highway Commission of Montana
PROJECT: FENCE ON STATE HIGHWAY

WARRANTY DEED

THIS INDENTURE, made this 21st day of April, 1955, IN CONSIDERATION of the sum of **THREE THOUSAND AND SEVENTY-TWO DOLLARS (\$3,072.00)** (\$210.00 of which is for fencing) lawful money of the United States to them in hand paid by the STATE OF MONTANA, the receipt whereof is hereby acknowledged, WITNESSETH THAT,

GEORGE DAN EVANS and INA MAE EVANS,
husband and wife, of Great Falls, Montana,

do hereby GRANT, BARGAIN, SELL, CONVEY, WARRANT AND CONFIRM unto the STATE OF MONTANA for the benefit and use of its State Highway Commission, the following described real property, to-wit:

86/81.3 to 87/81.3

A tract of land in Lot 4, Block 2, of the Fifteenth Addition to Great Falls, Montana, in NE 1/4, Section 13, Township 20 North, Range 3 East, M.P.M., Cascade County, Montana, more particularly described as follows:

A strip of land 20 feet wide, being the northerly 20 feet of said Lot 4, Block 2 of the Fifteenth Addition to Great Falls, Montana, and containing in all 0.046 of an acre, more or less.

As a further consideration for the execution of this deed, the State of Montana, by and through its State Highway Commission, agrees to pay to the undersigned grantors an additional sum in the amount of \$1537.00, if the residence now in place upon the herein described lot is moved to a new location upon the herein described lot one year from the date hereof.

And the undersigned County Clerk, do hereby certify that the within WARRANTY and RETURNED as right, title and interest in and to the said premises and the proceeds therefrom, recorded therein, were duly recorded in the public records of the State of MONTANA, in accordance with the provisions of the laws of the State of Montana, and all and every person or persons whatsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF the undersigned have executed these presents the day and year first above written.

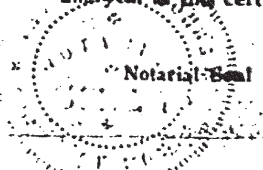
George Dan Evans (George Dan Evans) Ina Mae Evans (Ina Mae Evans)

STATE OF MONTANA
County of CASCADE

On this 21st day of April A. D. 1955, before me Thomas H. Johns
a Notary Public in and for the State of Montana, personally appeared
GEORGE DAN EVANS and INA MAE EVANS

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

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



Thomas H. Johns
Notary Public for the State of Montana
Residing at Helena
My Commission expires April 29, 1955

STATE OF _____
County of _____

On this _____ day of _____ A. D. 19____, before me _____
a Notary Public in and for the State of _____, personally appeared _____

known to me to be the person whose name _____ subscribed to the within instrument and acknowledged to me that _____ executed the same.

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

Notarial Seal

Notary Public for the State of _____
Residing at _____
My Commission expires _____

F 277 (3)
(Project No.)

11
(Serial No.)

96-51.3 to 81-51.3

CASCADE County

WARRANTY DEED

GEORGE DAN EVANS et ux

TO 48835U

STATE OF MONTANA

No. _____
Office of
COUNTY CLERK AND RECORDER

County of Cascade, Montana

I hereby certify that the within instrument was filed for record in this office on the 21st day of May

A. D. 1955, at 10:00 o'clock AM, and

is duly recorded in book 243 of

books - page 97

L. McArthur
County Clerk and Recorder

By _____ Deputy

Indexed _____ Recorded _____ Compared _____

After recording please mail to
STATE HIGHWAY COMMISSION
HELENA, MONTANA

When recorded return to:
KUTAK ROCK LLP
1801 California Street, Suite 3100
Denver, CO 80202
Attn: Peggy Richter, Esq.

72-4778
65471-01

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, SPIRIT FINANCE ACQUISITIONS, LLC, a Delaware limited liability company qualified to do business and doing business in the State of Montana ("Grantor"), having its principal place of business at 14631 N. Scottsdale Rd., #200, Scottsdale, Arizona 85254, for Ten Dollars (\$10.00) and other valuable consideration, does hereby grant, bargain, sell and convey unto SPIRIT MASTER FUNDING, LLC, a Delaware limited liability company ("Grantee"), having its principal place of business at 14631 N. Scottsdale Rd., #200, Scottsdale, AZ 85254, that certain real property legally described on the attached Exhibit A (the "Property"), SUBJECT in all respects to all liens, mortgages and encumbrances of record.

Grantee, by its acceptance hereof, specifically acknowledges and assumes all obligations pursuant to that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of October 1, 2004 between Spirit Finance Acquisitions, LLC and Spirit Finance Corporation, as the same may be assigned or amended from time to time.

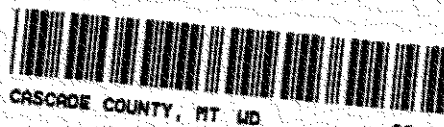
FURTHER, Grantor hereby assigns all right, title and interest in and to any and all leases of record relating to the property as more particularly described on Exhibit A.

TO HAVE AND TO HOLD the Property, with their appurtenances unto the said Grantee. Grantor hereby binds itself, its successors and assigns, to warrant and forever defend all and singular the Property unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

[Remainder of page intentionally left blank; signature page to follow]

**FILED AT THE REQUEST
OF CHICAGO TITLE**

Kutak Rock - Firm Library-4811-5218-0992.1
Spirit Master Trust
SWD-Montana
726 10th Avenue South, Great Falls, MT 59401
5182/02-15



CASCADE COUNTY, MT. LD

R0130882


Page: 1 of 3

87/28/2006 01:55P

33.00 By: MOBILE

Executed this 1st day of July, 2005.


SPIRIT FINANCE ACQUISITIONS, LLC, a
Delaware limited liability company

By: 
Name: Gregg A. Seibert
Its: Senior Vice President - Underwriting,
Assistant Secretary and Assistant
Treasurer

STATE OF ARIZONA

COUNTY OF MARICOPA

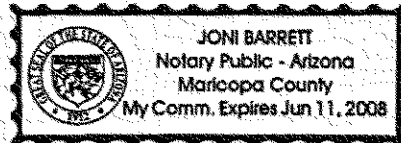
The foregoing instrument was acknowledged before me on July 1, 2005 by Gregg A. Seibert, Senior Vice President - Underwriting, Assistant Secretary and Assistant Treasurer of Spirit Finance Acquisitions, LLC, a Delaware limited liability company, on behalf of the limited liability company.


Notary Public

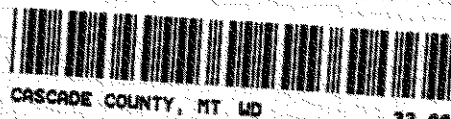
JONI BARRETT

My Commission Expires:

6/11/08



Kutak Rock - Firm Library-4811-5218-0992.1
Spirit Master Trust
SWD-Montana
726 10th Avenue South, Great Falls, MT 59401
5182/02-15



CASCADE COUNTY, MT LD

R0130882

Page: 2 of 3

6/28/2008 01:55P

33.00 By: NDAILEY

EXHIBIT "A"

PARCEL I:

Lot 3, Block 2, FIFTEENTH ADDITION to Great Falls Townsite, Cascade County, Montana, according to the official plat or map thereof on file and of record in the office of the Clerk and Recorder of said County.

LESS AND EXCEPTING THEREFROM the North 20 feet thereof conveyed to The State of Montana by Deed recorded May 4, 1955 in Book 243 of Deeds at page 95, records of Cascade County, Montana.

PARCEL II:

Lot 4, Block 2, FIFTEENTH ADDITION to Great Falls Townsite, Cascade County, Montana, according to the official plat or map thereof on file and of record in the office of the Clerk and Recorder of said County.

PARCEL III:

A perpetual, non-exclusive easement for ingress and egress by vehicular and pedestrian traffic for the benefit of Parcels I and II above, as defined, created and granted in that certain Easement and Restriction Agreement executed by GF-10th Avenue L.P. to Gus and Jack's Tire Shop, dated May 15, 2003 and recorded July 1, 2003 on R-0059039, records of Cascade County, Montana.

02-185871.1
Hastings Entertainment
726 10th Avenue South, Great Falls, MT



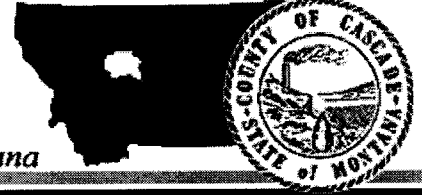
CASCADE COUNTY, MT UD

R0130882
Page: 3 of 3
07/28/2006 01:55P
33.00 By: MDAILEY



CASCADE COUNTY

Your Local Government in Great Falls, Montana



Shopping Cart: 0 items [\$0.00]

[New Search](#)

[History](#)

[Payoff](#)

[PayTaxes](#)

[Help](#)

Parcel Number: 0000823800

Status: Current

Receipt: 15880

2017 Owner(s):
SPIRIT MASTER FUNDING LLC
RYAN LLC

Mailing Address:
5251 DTC PARKWAY STE 1045
GREENWOOD VILLAGE, CO 80111

Levy District:
1C-1, Levy District 1C-1

2017 Value:

Market: \$2,832,100
Taxable: \$53,527

[Detail](#)

2016 Taxes:

First Half: \$18,730.45 **Due:** 12/30/2016
Second Half: \$18,730.43 **Due:** 5/31/2017
Total: \$37,460.88

[View Pie Charts](#)

[Show Current Tax Bill](#)

[Detail](#)

2016 Payments:

First Half: \$18,730.45
Second Half: \$18,730.43
Total: \$37,460.88

(May include penalty & interest)

2017 Legal Records:

Geo Code: 02-3015-13-1-06-27-0000 **Instru#:** R0130882 **Date:** 2006-07-28

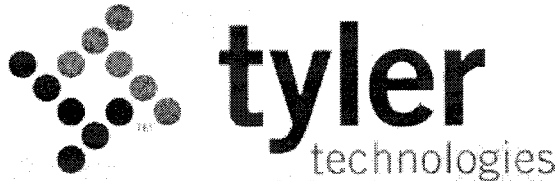
Property address: 726 10TH AVE S, GREAT FALLS MT 59405
Subdivision: (G15) FIFTEENTH **Lot:** 4 **Block:** 2
Legal: FIFTEENTH
LOTS 3-4 BLOCK 2
Mark:

Note: The accuracy of this data is not guaranteed.

Web data was last updated 06/16/2017 09:30 AM.

Send Payments To:

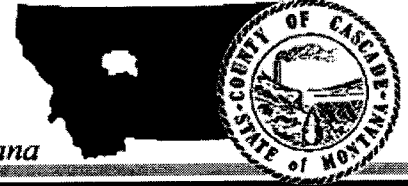
Cascade County
Treasurer's Office
121 4th St North,
Suite 1A,
Great Falls, MT 59401





CASCADE COUNTY

Your Local Government in Great Falls, Montana



Shopping Cart: 0 items [\$0.00]

[New Search](#)

[Detail](#)

[View Pie Charts](#)

[Help](#)

Tax Year: 2017 **Parcel Number:** 0000823800

Status: Current

Type: RE

Owner: SPIRIT MASTER FUNDING LLC

Tax Breakdown:

Stat#	Kind	Description	1st Half	2nd Half
15880	CITY	PER MED GF	\$699.60	\$699.60
15880	CITY	GF SOCCER PARK	\$50.85	\$50.85
15880	CITY	SWIMMING POOL	\$78.68	\$78.68
15880	CITY	CITY-GT FALLS	\$4,476.46	\$4,476.46
15880	CITY	TRANSIT DISTRICT	\$524.57	\$524.56
15880	COUNTY	WEED CONTROL	\$42.82	\$42.82
15880	COUNTY	BRIDGE FUND	\$279.68	\$279.68
15880	COUNTY	COMP INS	\$44.96	\$44.96
15880	COUNTY	EMERG MED SRVCE	\$6.69	\$6.69
15880	COUNTY	EXTENSION SRVCE	\$28.37	\$28.37
15880	COUNTY	GENERAL FAIR	\$171.55	\$171.55
15880	COUNTY	GENERAL FUND	\$1,347.81	\$1,347.81
15880	COUNTY	JUDICIAL	\$117.49	\$117.49
15880	COUNTY	MENTAL HEALTH	\$14.18	\$14.18
15880	COUNTY	MOSQ CONTROL	\$13.38	\$13.38
15880	COUNTY	MUSEUMS	\$32.65	\$32.65
15880	COUNTY	PER MED COUNTY	\$254.52	\$254.52
15880	COUNTY	PUBLIC SAFETY	\$969.91	\$969.91
15880	COUNTY	SEARCH AND RESCUE	\$8.03	\$8.03
15880	COUNTY	SENIOR CITIZEN	\$40.15	\$40.15
15880	COUNTY	SPEC TRANSPORT	\$28.64	\$28.64
15880	LIGHTING	LIGHTING	\$71.58	\$71.58
15880	OTHER	CONSERVATION	\$59.42	\$59.41
15880	SCHOOL	DISTRICT SCHOOL	\$4,891.57	\$4,891.57
15880	SCHOOL	GF HIGH TUITION	\$21.68	\$21.68
15880	STATE	SCH TRANSPORT	\$86.71	\$86.71
15880	STATE	ELEM RETIREMENT	\$768.65	\$768.65
15880	STATE	ELEM EQUAL	\$883.20	\$883.20
15880	STATE	ST EQUALIZATION	\$1,070.54	\$1,070.54
15880	STATE	UNIVERSITY	\$160.58	\$160.58
15880	STATE	VO-TECH CENTER	\$40.15	\$40.15
15880	STATE	HIGH SCHOOL	\$588.80	\$588.80

15880	STATE	HIGH SCH RETIRE	\$408.14	\$408.14
15880	STREET	STREET	\$448.44	\$448.44

1st Half Total: \$18,730.45
2nd Half Total: \$18,730.43
Total Tax: \$37,460.88

Note: The accuracy of this data is not guaranteed.

Web data was last updated 06/16/2017 09:30 AM.

Send Payments To:

**Cascade County
Treasurer's Office
121 4th St North,
Suite 1A,
Great Falls, MT 59401**



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