



1275 MAPLE STREET SUITE F, HELENA, MT 59601 | 406.443.3962

There are several resolutions that are identified that govern the closure of La Grande Cannon Boulevard.

- 1) Lewis and Clark County Commission Resolution 1994-202, for the seasonal closure of motorized vehicles of a portion of Le Grande Cannon Boulevard, recorded January 17, 1995 in M Book 16 of Records, Page 4490
- 2) Lewis and Clark County Commission Resolution 1995-87, for the temporary closure to motorized vehicles of a portion of Le Grande Cannon Boulevard, recorded July 26, 1995, in M Book 17 of Records, Page 62.
- 3) Petition to abandon on and/or discontinue a portion of Le Grande Cannon Boulevard (also known as Hot Springs Drive) and to deed dais property back to adjoining property owner, William Whyte, recorded December 22, 2006 in M Book 35 of Records, Page 7250.

These appear to be the only ordinances or resolutions that affect the subject property.

Helena Abstract and Title Company

P. O. Box 853

Helena, MT 59624

Phone (406)442-5080 Fax (406)442-6179

Memorandum

Customer:	Invoice Number	Date
A. Rogers Little, III P.O. Box 1166 Helena, MT 59624	(01) 2077997	07/20/2020
	File Number	Branch
	2077997	Helena Abstract and Title Compa
	Customer Order Number	Customer OrderDate
		07/20/2020
Deliver-To:	Sales Price	Buyer
A. Rogers Little, III P.O. Box 1166 Helena, MT 59624	\$1,700,000.00	ECO DEVELOPMENT INC.
	Seller	
	ESTATE OF WILLIAM WHYTE a/k/a WILLIAM WHYTE, Jr.	
Property Address	Loan Amount	Lender
Unknown, Helena, Montana		
Property Type	Property County	Sales Rep
	Lewis and Clark	Terms

Description	Amount
--------------------	---------------

1100 - Title Charges

Owner's C/TI

\$3,645.00

Total 1100 - Title Charges**\$3,645.00****Subtotal****\$3,645.00****Total****\$3,645.00****Brief Legal:** 1887-23-3-01-01-0000, Tax ID No. 30616

1887-26-2-20-01-0000, Tax ID No. 30615

1887-26-2-19-01-0000, Tax ID No. 30614

1887-26-2-18-01-0000, Tax ID No. 30613

1887-26-2-14-01-0000, Tax ID No. 30612

QUESTIONS REGARDING THIS COMMITMENT FOR TITLE INSURANCE? CALL 442-5080
TO SCHEDULE OR CONFIRM AN APPOINTMENT FOR CLOSING. CALL 442-4445

THANK YOU FOR USING HELENA ABSTRACT AND TITLE COMPANY

COMMITMENT FOR TITLE INSURANCE

PREPARED FOR

HA&T Co.

ESCROW / CLOSING DEPT.

DIRECT LINE 406 / 442-4445 • DIRECT FAX 406 / 442-8488



“We Do Good Deeds”

OUR ORDER NO.....: 2077997
YOUR REF. NO:
BUYER/BORROWER: ECO DEVELOPMENT INC.
SELLER.....: ESTATE OF WILLIAM WHYTE a/k/a/
WILLIAM WHYTE, Jr.
DIRECT INQUIRIES TO.....: Russell Gowen
COPIES OF COMMITMENT SENT TO...: Joseph Mueller - Re/Max of Helena
A. Rogers Little

Helena Abstract and Title Company

**Stewart Title Guaranty Company
First American Title Insurance Company
Old Republic National Title Insurance Company
Privacy Policy Notice**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Helena Abstract and Title Company, Stewart Title Guaranty Company, First American Title Insurance Company, Old Republic National Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform services on our behalf.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the Office of
Helena Abstract and Title Company
PO Box 853
Montana Club Bldg, 6th & Fuller Ave
Helena, MT 59624
(406) 442-5080

Authorized Countersignature

ORT Form 4690 6/06 Rev. 8-1-16
ALTA Commitment for Title Insurance

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

C Monroe

President

Attest

David Wald

Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

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

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
Old Republic National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Helena Abstract and Title Company
Issuing Office: PO Box 853, Montana Club Bldg, 6th & Fuller Ave, Helena, MT 59624
ALTA® Universal ID: N/A
Loan ID Number: N/A
Commitment Number: 2077997
Issuing Office File Number: 2077997
Property Address: Unknown, Helena, MT 59601
Revision Number:
Direct Inquiries to: Russell Gowen

1. Commitment Date: July 06, 2020 at 5:00 P.M.

2. Policy to be issued:

Proposed Policy Amount

(a) ALTA Owner's Policy	Standard	\$1,700,000.00
		Premium: \$3,645.00

Endorsements:

Proposed Insured: ECO DEVELOPMENT INC.

(b) ALTA Loan Policy

Endorsements:

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:

Heirs of WILLIAM WHYTE a/k/a WILLIAM WHYTE, Jr., deceased: Letters issued appointing AMOS ROGERS LITTLE, III, Personal Representative: Probate No. DP-2014-167; A. ROGERS LITTLE, Attorney.

5. The Land is described as follows:

Parcel I: The SW1/4SW1/4 of Section 23, Township 10 North, Range 4 West, M.P.M., Lewis and Clark County, Montana. TOGETHER WITH a tract of land being Portion A, located in Block 307 of the Bellevue Addition as shown on the Amended Plat filed under Doc. No. 3310725.

EXCEPTING THEREFROM Certificate of Survey filed under Doc. No. 462306-T, and Deed of Highway Right of Way recorded in Book 241 of Deeds, page 177.

NOTE: These two tracts of land are being merged together to form one tract of land that cannot be sold separately.

Parcel II: Blocks 4, 5, 6 and 9 of Highland Park in Lewis and Clark County, Montana, as shown on the Retracement Survey filed under Doc. No. 3339312.

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File No. 2077997

MT ALTA Commitment For Title Insurance Schedule 8-1-16 HA5

Page 1 of 1



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
Old Republic National Title Insurance Company

Requirements

File No.: 2077997

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. You must give us the following information:
 - a. Any off record leases, surveys, easements, rights of way, etc.
 - b. Statement(s) of identity, all parties, if asked for.
6. Seller and Buyer must fully comply with the provisions of the Realty Transfer Certificate Act (M.C.A. 15-7-304, 305, 310), which includes the requirement that Seller and Buyer fully complete a Realty Transfer Certificate which will be presented at closing. If either party fails to fully comply with the Realty Transfer Certificate Act, Company will add the following exception in the final title policy:

Any state or county taxing, assessing, or recording authority's failure to acknowledge the transfer to the Insured of the land described in Schedule A, pursuant to the Realty Transfer Act, as set forth in M.C.A. 15-7-301 et al.

7. General county taxes for the year 2019 appear to be assessed under GEO CODE 1887-23-3-01-01-0000 / Tax ID No. 30616 in the total amount of \$258.29.

General county taxes are PAID in full.

8. General county taxes for the year 2019 appear to be assessed under GEO CODE 1887-26-2-20-01-0000 / Tax ID No. 30615 in the total amount of \$11.53.

General county taxes are PAID in full.

9. General county taxes for the year 2019 appear to be assessed under GEO CODE 1887-26-2-19-01-0000 / Tax ID No. 30614 in the total amount of \$15.57.

General county taxes are PAID in full.

10. General county taxes for the year 2019 appear to be assessed under GEO CODE 1887-26-2-18-01-0000 / Tax ID No. 30613 in the total amount of \$12.91.

General county taxes are PAID in full.

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File No. 2077997

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
Old Republic National Title Insurance Company

Requirements

11. General county taxes for the year 2019 appear to be assessed under GEO CODE 1887-26-2-14-01-0000 / Tax ID No. 30612 in the total amount of \$40.70.

General county taxes are PAID in full.

12. Deed from the Personal Representative of the Estate of William Whyte a/k/a/ William Whyte, Jr., deceased, to ECO Development Inc., conveying subject property.
13. Release Lien claimed by David B. Gallik, Attorney at Law for the original amount of \$35,130.36 for Attorney fee compensation, filed May 12, 2020 under Doc. No. 3354548.
14. **If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney form must be submitted for review prior to closing.**
15. IF THIS TRANSACTION IS TO BE INVOLVED IN A 1031 OR SIMILAR EXCHANGE, THE CLOSING OFFICER MUST BE NOTIFIED WELL IN ADVANCE OF THE CLOSING DATE.

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File No. 2077997

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 2



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
Old Republic National Title Insurance Company

Exceptions

File No.: 2077997

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. 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 by the Public Records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Record. No liability is assumed for errors, omissions or changes of assessed valuations or amount of taxes assessed by any state, county, city or federal taxing or assessing authority.
3. Any facts, rights, interest or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of person in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
5. 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.
6. (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, ditch rights; (d) any right, title or interest in any sand and gravel and/or minerals including access to an from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons; whether or not the matters excepted under (a), (b), (c), or (d) are shown by the Public Records.
7. 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.
8. Any service, installation or connection charge for any and all utilities, including, but not limited to sewer, gas, water or electricity.
9. County road rights-of-way, not recorded and indexed as 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 Lewis and Clark, Montana, to use and occupy those certain roads and trails.
10. General county taxes for the year 2020 a lien, not yet due and or payable.

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File No. 2077997

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
Old Republic National Title Insurance Company

Exceptions

11. RIGHT OF WAY EASEMENT to The Mountain States Telephone and Telegraph Company, recorded in Book 103 Deeds, page 177.
12. RIGHT OF WAY EASEMENT to The Mountain States Telephone and Telegraph Company, recorded in Book 103 Deeds, page 179.
13. RIGHT OF WAY EASEMENT to William W. Staplin, recorded in Book 108 Deeds, page 44.
14. Bargain and Sale Deed unto the State of Montana for the benefit and use of its State Highway Commission, recorded in Book 241 Deeds, page 177.
15. RIGHT OF WAY EASEMENT to The Montana Power Company, recorded in Book 269 Deeds, page 673.
16. Subject to all terms, conditions, and provisions contained in easement recorded in Book 273 Deeds, page 601.
17. Subject to all items as shown on Certificates of Survey filed under Doc. Nos. 299051, 391636, 462306-T, 3310725, and 3339312, including but not limited to all terms, provisions, conditions, and restrictions of the Dept. of Environmental Quality, as set forth on the attachments, if any, to said Certificates of Survey.
18. Subject to an easement as set forth in Quit Claim Deed recorded Oct. 2, 1985 in M Book 6 of Records, page 141.
19. Easement recorded June 1, 1981 in M Book 1 of Records, page 9795.
20. RIGHT OF WAY EASEMENT to Helena Water Works Co., recorded in Book 58 Deeds, page 572.

EASEMENT by and between William Whyte and Margaret Whyte, husband and wife, Grantors, and the City of Helena, recorded in Book 273 Deeds, page 601.
21. RIGHT OF WAY EASEMENT to Helena Water Works Co., recorded in Book 58 Deeds, page 574.
22. RESOLUTION 1994-202, for the seasonal closure to motorized vehicles of a portion of Le Grande Cannon Boulevard, recorded Jan. 17, 1995 in M Book 16 of Records, page 4490.
23. RESOLUTION 1995-87, for the temporary closure to motorized vehicles of a portion of Le Grande Cannon Boulevard, recorded July 26, 1995 in M Book 17 of Records, page 62.
24. Subject to all terms, conditions, and provisions contained in Judgment dated May 9, 1979, Cause No. 42377.
25. Petition to abandon on and/or discontinue a portion of Le Grande Cannon Boulevard (also known as Hot Springs Drive) and to deed said property back to the adjoining property owner, William Whyte, recorded Dec. 22, 2006 in M Book 35 of Records, page 7250.

END OF SCHEDULE BII

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File No. 2077997

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**

ISSUED BY
Old Republic National Title Insurance Company

Exceptions

NOTE TO APPLICANT: If you require copies of any documents identified in this commitment for title insurance, the Company will furnish the same specific request, either free of charge or for the actual cost of duplication for those copies requiring payment by the Company to obtain.

NOTE: All notes are for information only and will be removed from the final title policy.

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File No. 2077997

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 3 of 3



RESOLUTION 1994-202

RESOLUTION FOR THE SEASONAL CLOSURE TO MOTORIZED VEHICLES
OF A PORTION
OF LE GRANDE CANNON BOULEVARD

WHEREAS, the Board of County Commissioners of Lewis and Clark County did adopt an update to the Helena Area Transportation Plan in 1993 and,

WHEREAS, one of the recommendations of that Plan is to close a portion of LeGrande Cannon Boulevard and,

WHEREAS, the Board of County Commissioners has received requests to close a portion of LeGrande Cannon Boulevard from a number of county residents. Included in those requesting this closure is the Lewis and Clark County Coroner whose letter is attached as Exhibit B. These requests have been made primarily on the basis of safety concerns and,

WHEREAS, comments were solicited from pertinent private parties and public agencies for the purpose of determining potential adverse effects resulting from a seasonal closure of a portion of LeGrande Cannon Boulevard and,

WHEREAS, on December 20, 1994 a public hearing was held before the Board of County Commissioners and concerns regarding parking, litter and access were raised by members of the public and,

WHEREAS, the commission determined that modifications to the original proposal of temporarily closing a portion of LeGrande Cannon Boulevard beginning approximately 50 feet west of the intersection with Silverette Street and extending westward approximately 5,500 feet (1.04 miles) to the westernmost hairpin curve; located in the N1/2 of Section 26 and the E1/2 of Section 27, T10N, R4W, Lewis and Clark County, Montana were necessary to accommodate concerns raised by residents living near the proposed closure and,

WHEREAS, the commission determined that the western closure point should be moved eastwardly by approximately one tenth of a mile so as to attempt to prevent a dangerous turn-around and,

WHEREAS, at the public meeting on December 20, 1994 the commission determined that the seasonal closure would benefit public health, safety and welfare and that the public interest would be more adequately served by the proposed seasonal closure, if certain measures are taken to mitigate potential adverse effects.

NOW, THEREFORE BE IT RESOLVED, that the Board approves the seasonal closure of a portion of LeGrande Cannon Boulevard, restricting motorized vehicles; beginning approximately 50 feet west of the intersection with Silverette Street and extending westward approximately 5000 feet as described previously in this Resolution and as modified during the public meeting and as shown on the map attached as Exhibit A.

BE IT FURTHER RESOLVED, that this closure shall take effect immediately and shall be in effect until June 30, 1995 at which time the action shall be reviewed by the Board at a public meeting and,

BE IT FURTHER RESOLVED, that the County shall install barricades restricting motorized vehicles and shall also install signs providing notice of the seasonal closure and that such signage shall also prohibit parking of vehicles on LeGrande Cannon near the areas of closure.

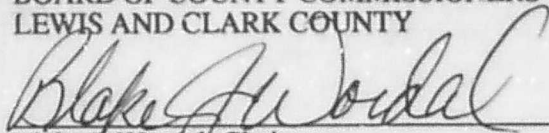
BE IT FURTHER RESOLVED that signage shall indicate that pedestrians shall use the outside lane of the seasonally closed portion of the road and cyclists shall use the inside lane so as to prevent bicycle/pedestrian conflicts and,

BE IT FURTHER RESOLVED that the commission shall instruct the Public Works Director to increase the level of winter road maintenance on the western-most unclosed portion of LeGrande Cannon Boulevard so as to assure residential landowners access to their homes and,

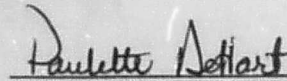
BE IT FURTHER RESOLVED, that emergency access by emergency service providers and private access by adjacent landowners for maintenance of their properties, shall still be permitted under this seasonal closure.

DATED this 20th day of December, 1994.

BOARD OF COUNTY COMMISSIONERS
LEWIS AND CLARK COUNTY


Blake J. Wordal, Chairman

ATTEST:

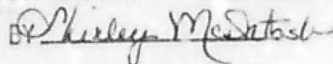

Paulette DeHart, Clerk of the Board

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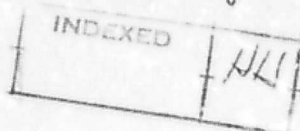
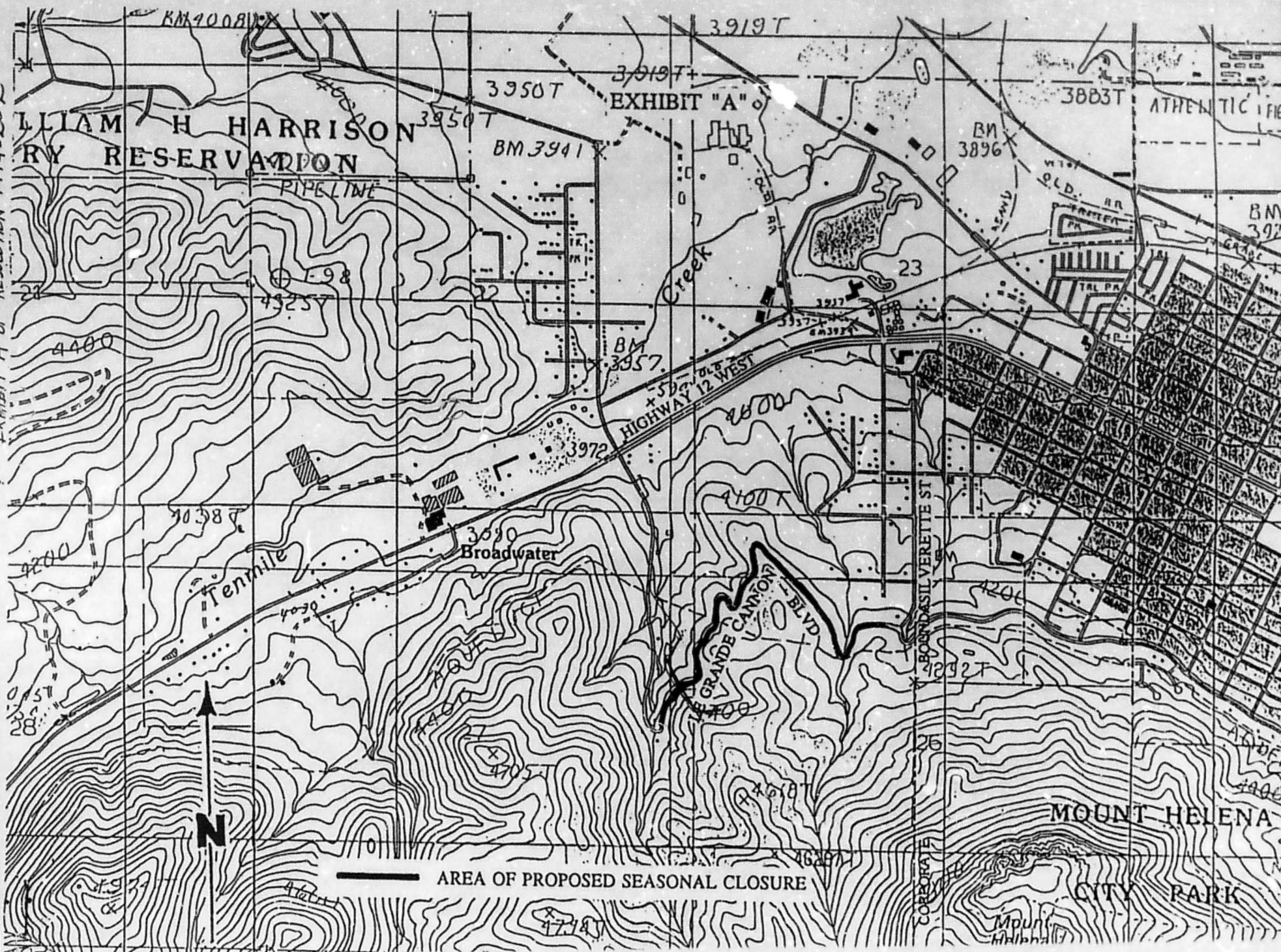


EXHIBIT A of RESOLUTION 1994-207



LIAM H HARRISON RY RESERVATION

EXHIBIT "A"

Broadwater

GRANDE CANYON BLVD

MOUNT HELENA

CITY PARK

AREA OF PROPOSED SEASONAL CLOSURE

N

KM 90081

3919T

3950T

3919T

3883T

BM 3896

3950T

BM 3941

PIPELINE

98

4400

BM 3957

HIGHWAY 12 WEST

23

387

Tennile

4100T

BOURDASIL VERETTE ST

4200

28

4400

4700

4292T

4705T

4610T

4629T

4748T

Mount Helena

RESOLUTION 1995 - 87RESOLUTION FOR THE TEMPORARY CLOSURE TO MOTORIZED VEHICLES OF A
PORTION OF LE GRANDE CANNON BOULEVARD

WHEREAS, the Board of County Commissioners of Lewis and Clark County adopted the Helena Area Transportation Plan in 1993; and,

WHEREAS, one of the recommendations of that Plan is to close a portion of Le Grande Cannon Boulevard to motorized traffic; and,

WHEREAS, the Board of County Commissioners had received requests to close a portion of Le Grande Cannon Boulevard from a number of county residents, and adopted Resolution 1994-202 which provided for a seasonal closure of a portion of Le Grande Cannon Boulevard to motorized vehicles; and,

WHEREAS, comments were solicited from pertinent private parties and public agencies for the purpose of determining potential adverse effects and potential benefits resulting from an indefinite temporary closure of a portion of Le Grande Cannon Boulevard; and,

WHEREAS, issues of hazardous road conditions were identified, due to poor sight-distance, substandard road design and construction, and lack of road maintenance; and,

WHEREAS, after due and proper notice on July 11, 1995, a public hearing was held before the Board of County Commissioners and comments were received regarding decreased litter, decreased traffic, and favorable use of the roadway for walking and biking as a result of the seasonal closure and concerns regarding access to private property were raised by members of the public; and,

WHEREAS, at the public meeting on July 11, 1995, the Commission determined that closing the road to motorized vehicles indefinitely would continue to benefit public health, safety and welfare.

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners approves the temporary closure of a portion of Le Grande Cannon Boulevard, restricting motorized vehicles; beginning approximately 50 feet west of the intersection with Silverette Street and extending westward approximately 5000 feet along the course of the Boulevard; located in the N1/2 of section 26 and the E1/2 of Section 27, T10N, R4W, Lewis and Clark County, Montana as shown on the map attached as Exhibit A; and,

BE IT FURTHER RESOLVED, that this closure shall take effect immediately and shall continue indefinitely until such time that the Commission determines in a properly noticed public hearing that the temporary closure should be modified; and,

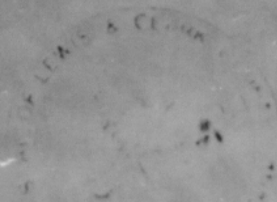
BE IT FURTHER RESOLVED, that the County shall continue to maintain barricades installed to restrict motorized vehicles and signs providing notice of such restrictions and that such signage shall also prohibit parking of vehicles on Le Grande Cannon near the areas of closure; and,

BE IT FURTHER RESOLVED, that the Commission shall instruct the Public Works Director to increase the level of winter road maintenance on the western-most unclosed portion of Le Grande Cannon Boulevard so as to assure residential landowners access to their homes; and,

BE IT FURTHER RESOLVED, that emergency access by emergency service providers and private access by adjacent landowners for maintenance of their properties shall still be permitted under this temporary closure.

DATED this 11th day of July, 1995.

BOARD OF COUNTY COMMISSIONERS
LEWIS AND CLARK COUNTY



Michael A. Murray
Michael A. Murray, Chairman

ATTEST:

Paulette DeHart
Paulette DeHart, Clerk of the Board

File: 2714 LeGrande Res

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