

STATEMENT OF LAND STATUS

STATE OF MONTANA)
 : ss
County of Flathead)

Mark Harvel, having first been duly sworn, deposes and says:

1. I am the custodian of the records for the Trust Land Management Division of the Montana Department of Natural Resources and Conservation;
2. I have examined the land records of the state of Montana on file in our office in Helena, Montana, that may affect title of the state of Montana in and to the following described real property:

LOT ONE (1) OF LUPFER TOWNHOUSES, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA;

Title vested in the State of Montana on December 23, 2008 by Warranty Deed previously described in a conveyance to the State of Montana filed in the records of the Flathead County Clerk and Recorder's office on April 17, 2009, as Instrument Number 200900010866, Page 1 of 1.

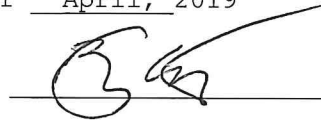
3. I have found no instrument, conveyance, encumbrance, lien for taxes, costs, interest, or judgment affecting the title of the State of Montana to the above-described property in the above-described land records, except for the following:

Those described in ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company and Issued through the office of First American Title Company 219 East Center Street/PO Box 1310 Kalispell, MT 59901. Issuing Office Commitment/File No.: 71825-CT, Commitment Date: February 27, 2019 at 7:30 A.M. as 2006 ALTA Standard Owner's Policy.

4. I have not reviewed any mineral locations made under the authority of the Revised Statutes of the United States;
5. Your use of this information is at your own risk, and confirms that DNRC will not be held liable for any errors or missing omissions contained in the content of this information.

This concludes the affidavit of Mark Harvel.

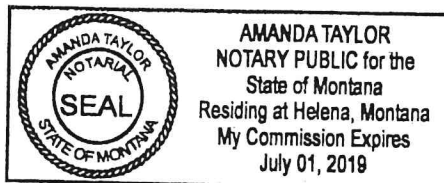
DATED this 4th day of April, 2019



Mark Harvel, Real Estate Specialist
Trust Land Management Division

State of Montana
County of Lewis & Clark

Signed and acknowledged before me on the date referenced above by Mark Harvel.



Amanda Taylor
Notary Public

for the State of Montana.

Residing at _____

My commission expires July 01, 2019

ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company**Transaction Identification Data for reference only:**

Issuing Agent and Office: First American Title Company 219 East Center Street/PO Box 1310 Kalispell, MT 59901
(406)752-5388

Issuing Office's ALTA ® Registry ID: 1027418

Loan ID No.:

Issuing Office Commitment/File No.: 718525-CT

Property Address: 140 Lupfer Avenue Whitefish, MT 59937

Revision No.:

SCHEDULE A

1. Commitment Date: **February 27, 2019 at 7:30 A.M.**
2. Policy (or Policies) to be issued: Premium Amount reflects applicable rate
 - (a) ☒ 2006 ALTA ® Standard Owner's Policy
 Proposed Insured: **To Be Determined**
 Proposed Policy Amount: **\$To Be Determined** Premium Amount \$
 Endorsements: \$
 - (b) ☐ 2006 ALTA ® Loan Policy
 Proposed Insured:
 Proposed Policy Amount: **\$0.00** Premium Amount \$
 Endorsements: \$
 - (c) ☐ ALTA ® Policy
 Proposed Insured:
 Proposed Policy Amount: \$ Premium Amount \$
 Endorsements: \$
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:
State of Montana, State Board of Land Commissioners, in trust for the financial benefit of Montana's Common public schools

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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5. The Land is described as follows:

LOT ONE (1) OF LUPFER TOWNHOUSES, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.



By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

**SCHEDULE B, PART I
Requirements**

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. 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.
6. We require the attached Seller/Borrower Affidavit be completed prior to recording.

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

SCHEDULE B, PART II

Exceptions

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. 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.

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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 Flathead 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 Flathead County.
9. 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.
10. 2019 taxes and special assessments are a lien; amounts not yet determined or 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
2018	\$332.72 (PAID)	\$332.71 (NOT PAID)	74-E001265

11. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Certificate of Survey(s) No. [14561](#) and [15535](#), 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 restriction violate 42 USC 3604 (c).
12. Easement for Sidewalk and Utility granted to City of Whitefish, recorded September 3, 2003 as Instrument No. [2003-246-14060](#).
13. Easement granted to Northwestern Corporation, recorded February 23, 2005 as Instrument No. [2005-054-08021](#).
14. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed on the recorded plat of [LUPFER TOWNHOUSES](#), 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).
15. Provisions contained in that Certificate, executed by the State of Montana, Department of Health and Environmental Services, recorded as Instrument No. [2004-321-13300](#).
16. Covenants, Conditions and Restrictions recorded as Instrument No. [2005-098-13450](#), but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
17. Reciprocal Water and Sewer Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Rusty Spur, LLC, a Montana limited liability company and Knot Design & Development, LLC
Recorded: September 5, 2008, as Instrument No. [2008-00024886](#)

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18. Resolution No. 17-38 for Special Improvement District No. 167 (Downtown Parking Structure), recorded August 23, 2017 as Instrument No. [2017-00020525](#).
19. Resolution No. 18-37 for Special Improvement District No. 167 (Downtown Parking Structure), recorded August 22, 2018 as Instrument No. [2018-00019789](#).
20. Title is to vest in a person or persons not yet disclosed and when so vested will be subject to a search of the records against his or their names.

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INFORMATIONAL NOTES

- A. **LUPFER TOWNHOMES OWNERS' ASSOCIATION, INC.**
117 PARK KNOLL LANE
WHITEFISH, MT 59937

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LUPFER TOWNHOUSES

"This plat is provided solely for the purpose of assisting in locating the land, and the Company assumes no liability for variations, if any, with an actual survey." First American Title Company



1st

Street

30'

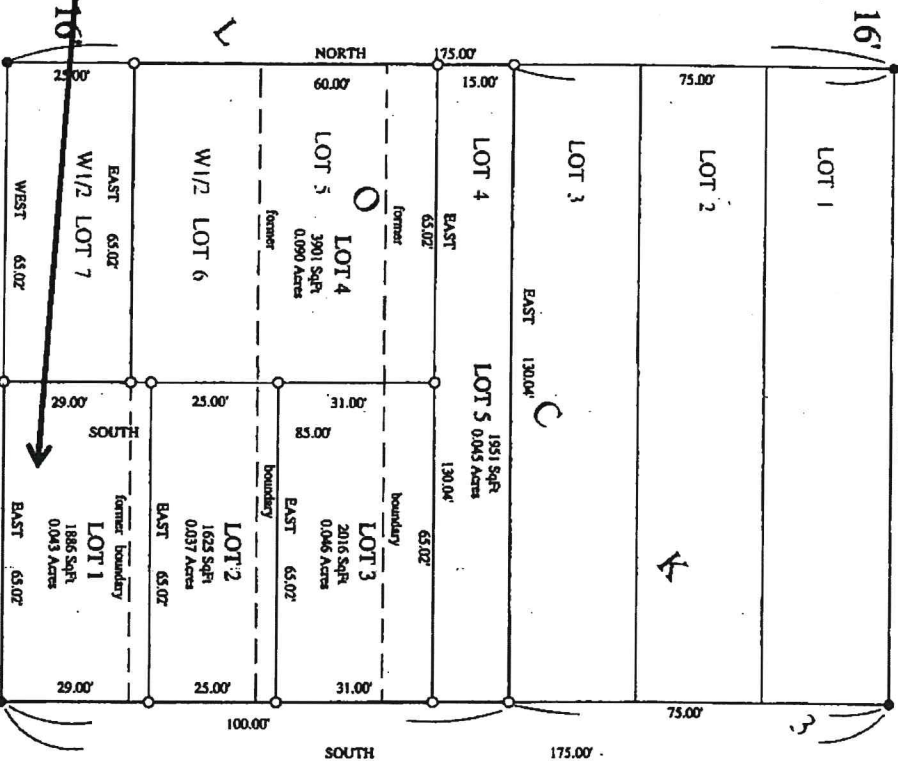
30'

(Scale of bearings)
EAST 130.00'

16'

16'

SUBJECT



Lupfer

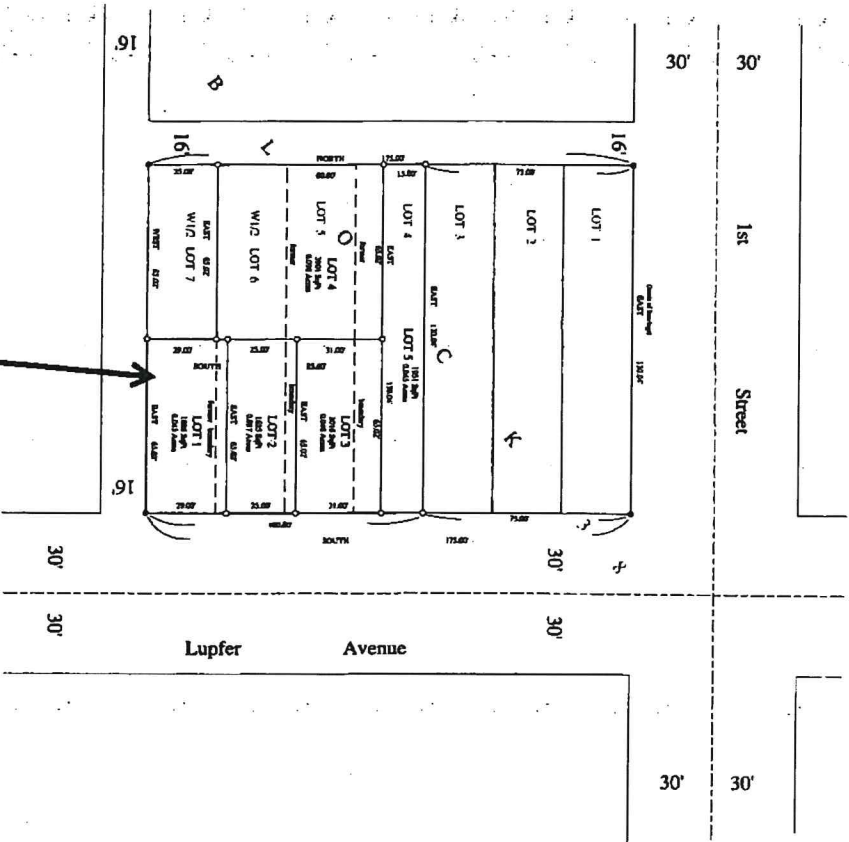
Avenue

A SUBDIVISION PLAT OF
LUPFER TOWNHOUSES
 NE1/4 SECTION 36, T.31 N., R.22 W., P.M.M.,
 FLATHEAD COUNTY, MONTANA

L.4,5,6 & 7 E2 ~ 0980913

OK can you

10-12-38



SUBJECT

"Title plot is provided solely for the purpose of assisting in locating the land, and the Company assumes no liability for variations, if any, with actual survey." First American Title Company

[illegible]

For the study, the data set was cleaned, with first names to ensure that multiple names for which the generating body contains the different names were dropped and duplicate names were removed. The data set was then divided into two groups: a training set and a test set. The training set was used to train the model, and the test set was used to evaluate the model's performance. The results of the study are presented in Table 1.

Euro Design and Development, LLC
STATE OF MONTANA
County of Petroleum

On the day of *Admission*, 2027, visitors are, the understanding, a theory. Models for the kind of behavior, generally approved. In *Admission*, visitors are to be the person who is understood to be the biggest barrier and acknowledged to be the best. The standard for the best, in which visitors, I have learned, are very brief and efficient. The best day and night from which visitors.

B. C. Hill.
 Policy Paid: by the State of Michigan
 Standing at 2nd St. & Michigan
 My Commission expires 12/31/2005

14

Return to:
Law Office of Diane Conradi, P.C.
P.O. Box 1424
341 Central Ave.
Whitefish, Montana 59937

200900010866
Page: 1 of 1
Fee: \$7.00
4/17/2009 4:33 PM
Paula Robinson, Flathead County MT by NC

225610-WT

WARRANTY DEED

For good and valuable consideration received, the receipt of which is hereby acknowledged, **MICHAEL L. GOGUEN, as Trustee of the MICHAEL L. GOGUEN TRUST, dated 3/28/03**, whose address is P.O. Box 1707, City of Los Altos, County of Santa Clara, State of California, Grantor, does hereby grant, sell, release, remise and convey unto the **STATE OF MONTANA, STATE BOARD OF LAND COMMISSIONERS**, in trust for the financial benefit of Montana's Common public schools, whose address is P.O. Box 201601, Helena, Montana, 59620-1601, as Grantee, and to its successors and assigns, forever, the following described real property, in Flathead County, State of Montana, to-wit:

LOT ONE (1) OF LUPFER TOWNHOUSES, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA;

SUBJECT TO existing easements and rights-of-way; reservations and exceptions in patents from the United States and the State of Montana; mineral and royalty reservations and conveyances of record; building, use, zoning, sanitary and environmental restrictions; and such other easements, restrictions and interests which are disclosed by the records of the Flathead County Clerk and Recorder; and

TOGETHER WITH all appurtenances and the reversion, remainder, rents, issues, and profits thereof; specifically including all mineral and water rights, and the said Grantors and their successors and assigns do hereby covenant that they will forever warrant and defend all rights, title and interest in and to the said premises and the quiet and peaceable possession thereof unto the said Grantee and to its successors and assigns forever, against all acts and deeds of the said Grantors and all and every person or persons, whomsoever, lawfully claiming or to claim the same.

DATED THIS 23 day of December, 2008.

MICHAEL L. GOGUEN TRUST, dated 3/28/03, Grantor

By: [Signature]

Michael L. Goguen, Trustee

STATE OF MONTANA)

: ss.

County of FLATHEAD)

On this 23rd day of December, 2008, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared MICHAEL L. GOGUEN, as Trustee of the MICHAEL L. GOGUEN TRUST, dated 3/28/03, known to me to be the person whose name is subscribed to the foregoing 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 day and year in this certificate last above written.



[Signature]
Print Name: Renee Olson
Notary Public for the State of Montana
Residing at Whitefish
My Commission expires 12/12/12