

LAND EXCHANGE PROPOSAL
The East Crazy Mountains and
Inspiration Divide Public Access Improvement Land Exchange
Custer Gallatin National Forest
Sweet Grass, Park, and Madison Counties, Montana

I. INTRODUCTION

The East Crazy Mountains and Inspiration Divide Public Access Improvement Land Exchange (“East Crazy Mtns. and Inspiration Divide Land Exchange Proposal” or “Proposal”) is a proposed administrative land exchange involving four landowners in the East Crazy Mountains area: Ward & Parker Ranch, LLC, Carroccia Family Limited Partnership (a/k/a Carroccia Ranch Limited Partnership), Hailstone Ranch Company, and Switchback Ranch, LLC, and one landowner in the Inspiration Divide Area: Yellowstone Development, LLC, (hereinafter collectively referred to as the “Non-Federal Party”), and the U.S. Forest Service. This document is intended to provide information necessary to facilitate Forest Service compliance with the provisions of FSH 5409.13 – Land Acquisition, Chapter 30, Land Exchange, Section 32.4, Feasibility Analysis.

The individual members of the Non-Federal Party have agreed to work together to complete this exchange and public access and recreational improvements associated with this Proposal. That agreement authorizes Yellowstone Development, LLC to act on behalf of the individual members of the Non-Federal Party. Per that arrangement, Yellowstone Development, LLC has retained Western Land Group, Inc. (WLG) to facilitate the land exchange and serve as the point of contact with the Forest Service for the Non-Federal Party. A letter signed by Yellowstone Development, LLC describing WLG’s role as a third-party facilitator for the exchange can be found in Exhibit 3.

The exchange can be accomplished under the following authorities: General Exchange Act of March 20, 1922, as amended (16 U.S.C. 485, 486); Federal Land Policy and Management Act of October 21, 1976 (43 U.S.C. 1716, 1717); and, Federal Land Exchange Facilitation Act of August 20, 1988 (43 U.S.C. 1716). It could also be accomplished through a special legislative package that may include conservation measures beyond the scope of administrative processing.

II. EXCHANGE PROPOSAL

The Non-Federal Party is seeking to acquire ten parcels of National Forest System (NFS) land containing a total of approximately 4,114 acres along the east side of the Crazy Mountains and near Big Sky Basin.

In exchange, the Non-Federal Party proposes to convey to the United States approximately 5,763 acres of land located in the East Crazy Mountains in Sweet Grass and Park Counties, Montana, and Big Sky Basin in Madison County, Montana.

In conjunction with this land exchange, the Non-Federal Party proposes the following connected actions to enhance the public benefits of this Proposal:

- **Trail Construction:** the Non-Federal Party will build a public access trail located almost entirely on the consolidated NFS land; the southern trailhead of the trail would be located near Half Moon Campground in Big Timber Creek Canyon, and by virtue of the new trail and the exchange of the western portion of Section 7, connect with the existing Sweet Grass Trail, NFST No. 122, in Park County on the northern end (See Exhibit 2). In the Madison Range near Big Sky, the conveyed Non-Federal Parcel would allow for the existing Inspiration Divide Trail, NFST No. 8, to be located entirely on NFS land and the new boundary would be 30 feet east from the centerline of the trail.
- **Tribal Access:** the Non-Federal Party (specifically Switchback Ranch, LLC includes T3N, R12E, Section 7 where Crazy Peak is located) has offered to provide the Crow Nation access to Crazy Peak. The details of this arrangement will be described in an agreement between the Crow Nation and Switchback Ranch, LLC.
- **Crazy Peak Protections:** Switchback Ranch, LLC has agreed to convey a conservation easement on T3N, R12E, Section 7 where Crazy Peak is located to the Montana Land Reliance to protect the natural resource values of Crazy Peak. Such protections could also be accomplished via deed restrictions.
- **Sweet Grass Creek Protection:** the Non-Federal Party is in discussions with Montana Land Reliance to consider developing conservation easements to protect the natural resource values of the lands along this creek that will be conveyed into private ownership. Such protections could also be accomplished via deed restrictions.
- **The Non-Federal Party will participate in discussions with land conservation organizations, wildlife conservation groups and the Forest Service regarding additional conservation measures following the conclusion of public scoping on the exchange.**

There are numerous public, natural resource, and managerial benefits associated with this Proposal, which are identified and discussed within this Proposal.

The Non-Federal Party is proposing an equal value land exchange, where the value of the Federal Parcels matches the value of the Non-Federal Parcels. If necessary, a cash equalization payment between the parties will be pursued in order to equalize values. In the event the value of the Non-Federal Parcels exceeds the value of the Federal Parcels and sufficient cash equalization funds are unavailable to make up the difference, the Non-Federal Party proposes to delete an appropriate portion of one or more of the Non-Federal Parcels from the exchange and donate those non-Federal lands to the United States in a connected action. In the event the Federal Parcels exceed the value of the Non-Federal Parcels, the Non-Federal Party proposes to make a cash equalization payment. The Non-Federal Party has completed some preliminary valuation work and would be happy to share it with the Forest Service upon request.

Information on each Parcel is provided below. Vicinity maps showing the location of the Federal Parcels and Non-Federal Parcels on the Custer Gallatin National Forest Visitor Map are displayed in Exhibit 1. The Parcels are located on the Bozeman and Yellowstone Ranger Districts of the Custer Gallatin National Forest.

Federal Lands to be Conveyed by the United States to the Non-Federal Party

Federal Parcels 1 - 7 (East Crazy Mountains)

Federal Parcel 1

Township 4 North, Range 12 East, Principal Meridian, Sweet Grass County, Montana

Section 8: All

Totaling: approximately 640 acres, more or less.

Federal Parcel 2

Township 4 North, Range 12 East, Principal Meridian, Sweet Grass County, Montana

Section 10: All

Totaling: approximately 640 acres, more or less.

Federal Parcel 3

Township 4 North, Range 12 East, Principal Meridian, Sweet Grass County, Montana

Section 12: NE1/4NE1/4, E1/2SW1/4NE1/4, SE1/4, W1/2W1/2, SE1/4SW1/4,
S1/2NE1/4SW1/4

Totaling: approximately 485.42 acres, more or less.

Federal Parcel 4

Township 4 North, Range 12 East, Principal Meridian, Sweet Grass County, Montana

Section 14: NE1/4NE1/4, N1/2NW1/4NE1/4, SE1/4NW1/4NE1/4, N1/2NE1/4NW1/4,
SE1/4NE1/4, E1/2NE1/4SE1/4

Totaling: approximately 150 acres, more or less.

Federal Parcel 5

Township 4 North, Range 12 East, Principal Meridian, Sweet Grass County, Montana

Section 24: All

Totaling: approximately 640 acres, more or less.

Federal Parcel 6

Township 4 North, Range 12 East, Principal Meridian, Sweet Grass County, Montana

Section 36: All excepting HES 1129A (77.98 acres), and HES 1129B (78.37 acres)

Totaling: approximately 483.65 acres, more or less.

Federal Parcel 7

Township 3 North, Range 12 East, Principal Meridian, Sweet Grass County, Montana

Section 2: S1/2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12

Totaling: approximately 575.26 acres, more or less.

The total of Federal Parcels 1 – 7 is approximately 3,614.33 acres.

Federal Parcels 1 – 7 are located in the eastern portion of the Crazy Mountains in south central Montana. The Crazy Mountains are an isolated mountain range surrounded by broad valleys and rolling hills dominated by large cattle ranches and private recreational retreats. This mountain range is known for steep jagged peaks, rugged terrain, scenic vistas, and is generally roadless in character, with minimal development and relatively few roads. The lands consist of a mosaic of forested lands, aspen groves, and open grasslands on gentle slopes that provide habitat for big game and are productive for livestock grazing. The highest elevation lands are mostly steep, rocky and deeply carved by glacial erosion.

Native Americans, particularly the Crow Tribe, consider the Crazy Mountains to have historic and sacred values, especially the high peaks. They continue to conduct traditional cultural practices within the landscape. The Crazy Mountains were first proclaimed a Forest Reserve in 1906. Much of the Crazy Mountains is in a “checkerboard” pattern of non-federal/federal ownership due to past railroad grants. The railroad sections (odd-numbered) were subsequently sold to private ranches almost a hundred years ago by Northern Pacific Railway Company.

Given the checkerboard ownership pattern within the National Forest boundary and private land ownership surrounding the NFS lands, public and administrative access to NFS lands into the Crazy Mountains is currently limited. There is no public road access to the NFS lands on the eastern side of the Crazy Mountains with the exception of Big Timber Creek Road, most of which is a Sweet Grass County road except for the far western portion which is NFSR No. 197.

The Forest Service has long desired to work with private landowners and conservation partners in the Crazy Mountains to acquire the intermingled private lands by purchase or exchange in an effort to consolidate NFS lands, and to improve road and trail access to public lands in the Crazy Mountains.

The Non-Federal Party’s purpose in acquiring these parcels is to consolidate lands (reduce the checkerboard pattern in this area) to improve management of the private lands, to reduce conflict with regard to private lands, and to and to address public access issues by providing a trail to access public lands.

Federal Parcels 8 - 10 (Inspiration Divide Area near Eglise Rock/Peak)

Federal Parcel 8

Township 7 South, Range 2 East, Principal Meridian, Madison County, Montana

Section 26: N1/2

totaling: about 320 acres, more or less

Federal Parcel 9

Township 7 South, Range 2 East, Principal Meridian, Madison County, Montana
Section 25: W1/2NW1/4NW1/4

totaling: about 20 acres, more or less

Federal Parcel 10

Township 7 South, Range 2 East, Principal Meridian, Madison County, Montana
Section 22: E1/2NE1/4, E1/2SE1/4
totaling: about 160 acres, more or less

The total of Federal Parcels 8 – 10 to be acquired is approximately 500 acres.

Federal Parcels 8 – 10 are located near Eglise Rock (Eglise Peak) in the Big Sky Basin area. The setting is composed of alpine ridges, mountain peaks, cirques, moraines, tundra plateaus, coniferous forests, meadows, and foothill shrublands and grasslands.

The area is also developed for outdoor recreational opportunities—especially skiing. The area includes the Big Sky Ski Resort, Moonlight Basin, and Yellowstone Club ski areas. The Eglise Rock/Peak area contains slopes that present additional skiing opportunities at an existing ski area (Yellowstone Club), and such expansion would reduce the need to locate skiing opportunities onto other undeveloped public or private lands.

The Non-Federal Party's purpose in acquiring these parcels is to consolidate federal and private lands, to develop skiing opportunities, to facilitate more efficient wildlife management and to improve public access to public lands along the Inspiration Divide Trail where it crosses intermingled NFS lands and private lands.

The Eglise Rock Overlook Trail (NFST No. 468), a spur trail off Inspiration Divide Trail (NFST No. 8). The final 0.35 miles of this trail, which ends at an overlook, are located on Federal Parcel 8. This spur trail is currently open seasonally to ATV and motorcycle use only. The United States will reserve a public access easement for the portion of this trail on Parcel 8 when the parcel is conveyed out of Federal ownership.

The Federal Parcels total approximately 4,114.33 acres, more or less.

Non-Federal Lands to be Conveyed to the United States

Non-Federal Parcels A – I (East Crazy Mountains)

Non-Federal Parcel A

Township 4 North, Range 12 East, Principal Meridian, Sweet Grass County, Montana

Section 5: S1/2, S1/2NE1/4, S1/2NW1/4, Lot 1 (40.10 acres), Lot 2 (39.96 acres),
Lot 3 (39.80 acres), Lot 4 (39.66 acres)

Totaling: approximately 639.52 acres, more or less.

Non-Federal Parcel B

Township 4 North, Range 12 East, Principal Meridian, Sweet Grass County, Montana

Section 7: Lot 1 (40 acres), Lot 2 (40 acres), Lot 3 (22.62 acres), Lot 4 (22.59 acres),
Lot 5 (40 acres), Lot 6 (40 acres), Lot 7 (40 acres), Lot 8 (40 acres), Lot 9
(22.55 acres), Lot 10 (22.52 acres), Lot 11 (40 acres), Lot 12 (40 acres)

Totaling: approximately 410.28 acres, more or less.

Non-Federal Parcel C

Township 4 North, Range 12 East, Principal Meridian, Sweet Grass County, Montana

Section 15: All

Totaling: approximately 640 acres, more or less.

Non-Federal Parcel D

Township 4 North, Range 12 East, Principal Meridian, Sweet Grass County, Montana

Section 17: All

Totaling: approximately 640 acres, more or less.

Non-Federal Parcel E

Township 4 North, Range 12 East, Principal Meridian, Sweet Grass County, Montana

Section 23: All

Totaling: approximately 640 acres, more or less.

Non-Federal Parcel F

Township 4 North, Range 12 East, Principal Meridian, Sweet Grass County, Montana

Section 27: All

Totaling: approximately 640 acres, more or less.

Non-Federal Parcel G

Township 4 North, Range 12 East, Principal Meridian, Sweet Grass County, Montana

Section 35: W1/2

Totaling: approximately 320 acres, more or less.

Non-Federal Parcel H

Township 4 North, Range 12 East, Principal Meridian, Sweet Grass County, Montana
Section 33: All

Totaling: approximately 640 acres, more or less.

Non-Federal Parcel I

Township 4 North, Range 11 East, Principal Meridian, Park County, Montana
Section 13: All, except approximately 5 acres in the NW1/4

Totaling: approximately 635 acres, more or less.

Non-Federal Parcels A – I total approximately 5,204.80 acres.

Non-Federal Parcels A – I are located in the East Crazy Mountains area; as a result, the character of these lands is as described above in the section regarding Federal Parcels 1 – 7.

Non-Federal Parcel J (Inspiration Divide Area)

Non-Federal Parcel J

Township 7 South, Range 2 East, Principal Meridian, Madison County, Montana
Section 4: SE1/4
Sections 9, 15: All lands west of Trail No. 8's current alignment as measured from
30 feet east of the Trail's centerline
totaling: approximately 558.60 acres, more or less

Non-Federal Parcel J is located near Big Sky Basin. The setting is composed of coniferous forests, meadows, streams, and foothill shrublands and grasslands. These lands will provide public access to recreational opportunities and public access to wildlife and wildlife habitat.

Parcel J is adjacent to the Madison Roadless Area, which abuts the boundary of the Lee Metcalf Wilderness Area. The Wilderness boundary is generally located about ¼ mile from Parcel J. The Forest Service holds a public access easement through Parcel J for the Inspiration Divide Trail, NFST No. 8.

Parcel J lies within a narrow critical wildlife corridor providing connectivity between high elevation summer range and lower elevation winter range for grizzly bear, wolves, and other federally protected species. In addition, it includes high quality habitat for these species as well as significant local mule deer and elk populations.

Most of Parcel J is subject to a conservation easement (CE) held by Montana Land Reliance, a copy of which is provided in Exhibit 4. This CE was originally granted by the previous property owners on June 2, 1999. It has since been amended twice (October 30, 2007, and February 27, 2018) as the property and the holder of the conservation easement have changed. As a pre-condition of processing the land exchange, the Forest Service, has requested that Montana Land

Reliance agree to amend and assign that portion of the CE covering Parcel J to the Forest Service at closing. The proposed Amendment and Assignment as discussed by the Forest Service, the Office of General Counsel, Yellowstone Club and Montana Land Reliance is attached at Exhibit 4. It is subject to further review, amendment, and approval by the grantors, Montana Land Reliance, and the Forest Service.

The CE precludes any residential, industrial or commercial development (other than ski runs and lifts) and preserves the habitat, scenic, and open space values of these lands. The U.S. Department of Agriculture (U.S. Forest Service) is a party to the CE in that the Custer Gallatin National Forest Supervisor must approve any assignment of this CE, and has done so according to previous assignments per Section 5.e of the CE. In addition, monitoring reports regarding compliance with the CE are to be submitted to the Forest Supervisor per the CE. Land consolidation as a result of the proposed exchange will result in more efficient land and wildlife management, and further facilitate conservation measures benefitting the protected wildlife species.

The Non-Federal Parcels total approximately 5,763.40 acres, more or less.

Connected Actions to the Proposed Land Exchange

The Non-Federal Party has proposed the following actions in connection with this Proposal to enhance the public benefits of the land exchange.

East Trunk Trail No. 136

The Proposal includes developing a new trail along the eastern side of the Crazy Mountains. Currently, disputed trails are depicted on Forest Service maps, for which there are no recorded easements. Disputed trail #136, also referred to as #115 or East Trunk Trail, has been depicted on some Forest maps over the years, but the depicted alignment has also changed over time. The disputed trail as depicted on some maps crosses a number of non-Federal parcels from Big Timber Creek on the south to Sweet Grass Creek on the north. Substantial portions of this disputed trail are located outside the Forest boundary. This disputed trail has been—and currently is—the subject of controversy.

The land exchange elements of this Proposal would consolidate NFS lands and private lands so that a new trail to the west of the disputed trail would be located almost entirely on NFS land thereby resolve disputed public access issues and other concerns. The new relocated trail will connect the existing Big Timber Creek Trail, NFST No. 119, on the south along Big Timber Creek to the existing trails in Sweet Grass canyon on Park County sections that have recorded easements. This would provide a loop trail around the Crazy Mountains. The Forest Service would release claims to disputed trail #136 for which there are no recorded easements as part of this exchange. In addition, the Non-Federal Party will work with the Forest Service to improve an existing trailhead at Half Moon Campground along Big Timber Creek (See Exhibit 2).

The Proposal respects the status quo regarding permissive public access into the upper Sweet Grass Creek drainage over Rein Lane. The Non-Federal Party has indicated that they intend to continue allowing permissive seasonal access across the private lands they own, so long as private property is respected.

Crazy Peak Access and Protection

Crazy Peak, the tallest and namesake mountain in the Crazy Mountain Range, is located in Section 7, Township 3 North, Range 11 East, Principal Meridian, Montana, Park County, Montana. This Section is owned by Switchback Ranch, LLC. Although this Section is not identified as land to be exchanged with the Forest Service, the landowner has agreed, in conjunction with the land exchange, to provide a legal access agreement to the Crow Nation so that its members can access this Section, and specifically Crazy Peak. The Crow Nation has used this area to conduct traditional cultural practices.

In addition, Switchback Ranch, LLC has agreed, in conjunction with the land exchange, to grant a conservation easement to the Montana Land Reliance to maintain the open space character of this Section to preserve wildlife habitat, quiet enjoyment, and other values that enhance the surrounding character of the forested lands. The proposed conservation easement will prohibit all residential development on the property. Such protections could also be accomplished via deed restrictions.

Sweet Grass Creek Protection

Federal Parcels 1 and 2 are along Sweet Grass Creek. As the Proposal would have these Parcels conveyed to private ownership, concerns have been raised regarding potential fragmentation of wildlife habitat, riparian habitat along Sweet Grass Creek, and preserving the open space character of these lands. As a result, the Non-Federal Party and Montana Land Reliance have been in discussions to establish a conservation easement to protect the open space, wetland, riparian, and other natural characteristics of these Parcels once they are conveyed into private ownership. As this conservation easement has not been fully developed and agreed to by the Montana Land Reliance, the Non-Federal Party seeks to have this Proposal analyzed under two scenarios: one with this element included in the event Montana Land Reliance and the affected private landowners reach an agreement; and a second scenario with this element not included as a project enhancement or connected action in the event the Montana Land Reliance and the affected private landowners do not reach an agreement. Such protections could also be accomplished via deed restrictions.

The relocated trail in the East Crazy Mountains and exchanging non-Federal lands into Federal ownership along NFST No. 8 under this Proposal will result in more efficient land and wildlife management regarding federally protected species and also provide new hunting and fishing opportunities on NFS lands. Based upon data provided by the Montana Department of Fish, Wildlife, and Parks the new relocated trail in the East Crazy Mountains will improve access to habitat and animals including elk, deer, and mountain goats.

III. FOREST PLAN COMPLIANCE REVIEW AND PUBLIC INTEREST DETERMINATION

Forest Plan Compliance

Forest-wide Goals, Standards, and Objectives

A Draft Revised Custer Gallatin Forest Plan and draft environmental impact statement (EIS) was released to the public for comment on March 1, 2019. The comment period closed on June 6, 2019. On July 9, 2020 the Forest released a Final Revised Custer Gallatin Forest Plan (2020

Forest Plan), final EIS for the revised Forest Plan, and a draft Record of Decision (ROD). The objection period on the draft ROD closed on September 8, 2020, and was followed by an interested persons filing period that closed on September 28, 2020. Objection and resolution meetings occurred in late fall 2020 and winter 2021. The Final ROD for the revised Forest Plan is scheduled to be released in fall 2021.

Per the Planning Rule, the 2020 Forest Plan notes that its purpose “is to have an integrated set of plan direction... to provide for social, economic, and ecological sustainability and multiple uses of the Custer Gallatin National Forest lands and resources. This [Forest Plan] sets the overall context for informed decision making by evaluating and integrating social, economic, and ecological considerations relevant to management of the national forest” (p. 6). It also identifies two “plan components” to guide future projects and activities; (1) Forest-wide direction that applies across all national forest lands in the plan, and (2) geographic area direction that is specific to an area. It also includes a list of “desired conditions” for a variety of specific social, economic and ecological characteristics and the corresponding goals, objectives, standards, and guidelines to achieve those conditions.

Forest-wide direction in the 2020 Forest Plan is split into two categories: 1) Ecosystems, and 2) Benefits to People: Multiple Uses and Ecosystem Services. The 2020 Forest Plan notes that the latter category, per the Planning Rule, “requires that forests take an all-lands approach to ensure that ecological sustainability and contributions to social and economic sustainability are considered in the context of the larger landscape. This involves managing the plan area in partnership with both public and private landowners and stakeholders to ensure management efforts are coordinated whenever possible. Included in this section are plan components related to partnerships and coordination” (p. 68).

One group of resources identified in the Benefits to People category is “Land Status and Ownership, Access, and Land Uses.” This section notes that land adjustments (including exchanges, donations, and conservation easements) are ways the Forest Service “acquires and consolidates key tracts of non-Federal land to conserve valuable natural habitat, reduce the risk of permanent development in sensitive areas, and enhance public access and recreational opportunities” (p. 105). The section also notes that land adjustments “are used to secure permanent road and trail rights-of-way (easements) to assure the protection, administration and use of National Forest System lands and resources. With the increasing demands for use of National Forest System lands, population growth and increased residential development, there will likely be more challenges to historic access and a greater need to perfect access to National Forest System lands” (p. 134). Under the “desired conditions” of this section, the 2020 Forest Plan includes the notes that land adjustments would be considered to achieve the following (pp. 105-106):

- 01** Consolidated ownership reduces wildlife-human conflicts, provides for connectivity, and improves access to public lands.
- 02** Consolidated surface and mineral ownership meets resource and communities needs and facilitates efficient land management.
- 03** Road and trail easements provide adequate administrative access and reasonable public access to National Forest System lands.
- 04** Existing access rights are protected and historical rights are perfected.

05 Posted boundaries of National Forest System lands and interests in lands (including roads, trailheads, and trails) reduces the potential for trespass and encroachment.

06 All Forest Service interests in lands, including conservation easements and water rights, are not devalued or lost, subject to valid existing or statutory rights.

Appendix A of the 2020 Forest Plan also includes a list of strategy criteria involving land acquisitions and/or conveyances. Regarding criteria that would apply to possible land acquisitions, the following would apply to this proposed land exchange (Appendix A, p. 81):

- Lands that can contribute to recovery of threatened or endangered species.
- Lands important for wildlife connectivity and big game winter range.
- Lands that enhance recreation, public access, and protection of aesthetic values.
- Other environmentally sensitive lands.
- Lands that reduce expenses and support logical and efficient management.

Regarding criteria that would apply to possible land conveyances, the following would apply to this proposed land exchange (Appendix A, p. 81):

- Lands with low resource value.
- Inaccessible, isolated, or intermingled ownership parcels.
- Lands not logical or efficient to manage.

Geographic Area Direction

The 2020 Forest Plan also includes “geographic area direction” for areas that are “distinct land masses of the national forest coupled with a sense of place meaningful to the public” (p. 128). Within these six defined areas, the 2020 Forest Plan provides for “area-specific desired conditions,” and notes that Forest-wide directions should be considered first, followed by considerations of the geographic area-specified desired conditions .

a. East Crazy Mountains Area

The 2020 Forest Plan identifies the Crazy Mountains in a geographic area that also includes the Bridger and Bangtail areas as they are “in close proximity” (p. 128). The discussion of this geographic area notes that “[l]and ownership in the Crazy Mountains is a checkerboard pattern of national forest and private sections. Consequently, public access and public facilities such as trails are fewer in the Crazy Mountains than the nearby Bridger and Bangtail Mountains” (p. 159).

The Crazy Mountains are described as:

“...geologically unique in Montana, composed of resistant igneous intrusions and “hard baked sedimentary rocks.” The igneous rocks in the northern part of the range are rich in sodium and potassium, but alkali metals are less abundant in the southern part of the range. The Crazy Mountains, like the Bridger Mountains, were shaped by isolated mountain glaciers during the Pleistocene, and some small glaciers persist today. The Crazy Mountains are higher than the Bridger Mountains, rising to over 11,000 feet on Crazy Peak. The vegetation is mainly coniferous forests, meadows, and foothill shrublands and grasslands and alpine vegetation at the highest elevations” (p. 159).

It also notes, in the section regarding “Cultural and Historical Characteristics,” that:

“The Crow Tribe call the Crazy Mountains Awaxaippia meaning ‘high landscape that is jagged or rough and have a bad reputation or omen.’ At least four prominent chiefs of the Crow Tribe fasted on the Crazy Mountains, and the prophetic ‘dreams’ received affected Crow National policies towards ‘American’ government. Vision quest and fasting bed structures have been located on three prominent peaks within the Crazies and other sites have been found along the flanks of these high peaks that may be related to this traditional cultural practice. These practices continue today. The Crazy Mountains are considered a tribal cultural landscape and have been proposed by the Crow Tribe for nomination to the National Register of Historic Places” (pp. 159-160).

The 2020 Forest Plan provides the following vision for the southern portion of the Crazy Mountains where the proposed exchange parcels are located:

“Parts of the Crazy Mountains... have large undrained and undeveloped settings. ... The higher elevations of the Crazy Mountains provide for the exercise of reserved treaty rights, and the practice of spiritual, ceremonial and traditional cultural activities by the Crow Tribes” (p. 160).

The 2020 Forest Plan provides the following goal regarding land status (p. 163):

01 The Custer Gallatin National Forest works with willing landowners and partners to consolidate ownership and acquire access in the Crazy Mountains Geographic Area.

The Final EIS, volume 2 at page 403 also notes the role of exchanges and conservation easements in accomplishing management, ownership and access objectives:

Land ownership status on National Forest System lands can change over time through land adjustments. Land adjustments involve transfer of fee title and result in a change of legal ownership. The primary methods used by the Forest Service and its cooperators to acquire and conserve private lands within and adjoining the Custer Gallatin National Forest are:

- Land exchange (land-for-land, and land-for-timber)
- Land purchase (willing seller)
- Land donation (voluntary donation by landowner)
- Conservation easements (acquire development rights on private land)

Each of these land adjustment methods have been applied extensively on the Custer Gallatin National Forest to acquire and conserve critical private lands, to improve access, and to advance land management effectiveness.

b. Inspiration Divide Area

The 2020 Forest Plan identifies the Inspiration Divide Area as within the “Madison, Henrys Lake, and Gallatin Mountains Geographic Area” (pp. 165-166). It describes this area as the following:

“The setting is composed of alpine ridges, mountain peaks, cirques, moraines, tundra plateaus, coniferous forests, meadows, and foothill shrublands and grasslands. Montana Natural Heritage Program cites 188 vegetation types around the mountainous areas (Yellowstone Highland Ecological Setting). The alpine areas alone contain over 400 plant species.

“...The land is the headwaters of the Missouri River. Forest streams drain into the Madison, Gallatin, and Yellowstone Rivers; major Missouri River tributaries. Many streams contain native Yellowstone or westslope cutthroat or arctic grayling; some with particularly important conservation populations.

“Much of the geographic area is wilderness, wilderness study area, or inventoried roadless area. When unroaded lands of the Custer Gallatin are coupled with nearby Yellowstone National Park and wilderness on the Beaverhead-Deerlodge National Forest, it results in a large expanse of largely undeveloped wildlife habitat. All of the native animals still roam free..., including grizzly bears, gray wolves. The area is also home to wolverines, bald eagles, bison, and bighorn sheep.”

It also notes that the area is proximate to growing towns and outdoor recreational opportunities, including ski areas such as Big Sky (p. 166). Under the section regarding the vision for this area, it notes that, “[t]he land is part of the Greater Yellowstone Ecosystem, where grizzly bears, wolves, and bison roam. High elevations provide wilderness and non-wilderness type opportunities. Lower elevations are actively managed and provide a wide range of both summer and winter motorized and nonmotorized recreation opportunities, especially near the communities of Bozeman, Big Sky, and West Yellowstone” (p. 167).

How the Exchange Meets the Desired Conditions, Goals and Strategies of the 2020 Forest Plan

The proposed exchange, trail realignment, and locating trail segments on NFS lands conform to the 2020 Forest Plan (both Forest-wide and the respective geographic areas) and contribute to meeting the following desired conditions, goals, and strategies in the 2020 Forest Plan:

- Acquisition of the Non-Federal Parcels will implement the desired condition of improving and maintaining recreational opportunities, provide clear legal access along the East Crazy Mountains, and enhance public recreational opportunities by concentrating ski area expansion at existing facilities in the Inspiration Divide Area;
- Conveying the Federal Parcels will meet the goal of addressing the existence of isolated and intermingled lands);
- Consolidating the Federal lands in the East Crazy Mountains area would enhance roadless area management and enhance wildlife connectivity and management);
- Replacing disputed trails in the East Crazy Mountains area with a new trail primarily on NFS lands and locating the trail in the Inspiration Divide Area on NFS lands would address trespass issues regarding public use and access of these trails, resolve disputed trails and provide public access

Intended Future Use of the Federal and Non-Federal Parcels

a. East Crazy Mountains Area

The intended use of the Federal Parcels 1 – 7 is agriculture (livestock grazing) and dispersed recreation. The Parcels will be consolidated into adjacent ranches.

The intended use of Non-Federal Parcels A – I could be inclusion (where appropriate) into the surrounding Crazy Mountain Roadless Area and managed accordingly for such wildlife and recreational use management. In addition, eliminating the checkerboard land ownership pattern in this area would allow for resolution of disputed trails with no easements and the construction of a public access trail to be located entirely on NFS land (except at two locations where crossing private lands may be required due to creek crossings), and thus eliminate access disputes in this area of the Forest.

b. Inspiration Divide Area

The intended use of Federal Parcels 8-10 is for expanded ski area recreational opportunities connected with the existing ski area that is proximate to these Parcels. Providing this additional skiing opportunity connected to an existing area would potentially avoid the need to consider future requests to seek ski area permits or expanded permits here or on other NFS lands in this area of Forest, and thus concentrate such developed recreation adjacent to an existing developed area.

The intended use of Non-Federal Parcel J would likely include incorporation into the adjacent Madison Roadless Area. It would also result in approximately two miles of the existing Inspirational Divide Trail, NFST No. 8, that currently crosses private lands to be located entirely on NFS land, and thereby enhance and consolidate wildlife and public land management, improve public access to adjacent public lands, and avoid potential conflicts.

Resources/Programs Affected by Exchange

Inventoried Roadless Areas

In the East Crazy Mountains Area, portions of three Federal Parcels, and all of one Federal Parcel, are within the boundary of the Crazy Mountain Roadless Area. In the Inspiration Divide Area, all three Federal Parcels are within the Madison Roadless Area. These Roadless Area are designated by the 2001 Roadless Area Conservation Rule (“Rule”) (36 CFR 294, Subpart B), which restricts the building of roads and cutting of timber, unless under limited exceptions. The Rule is silent on land exchanges so that proposed exchanges can be considered on a case-by-case basis. In addition, nine of the Non-Federal Parcels in the East Crazy Mountains Area are either entirely or partially surrounded by the Crazy Mountain Roadless Area, and portions of the Non-Federal Parcel in the Inspiration Divide Area are surrounded by the Madison Roadless Area. These parcels are summarized below, and maps showing the Roadless Areas in relation to the Parcels are provided in Exhibit 5.

**Table 1: Federal Parcels within Boundary of
Crazy Mountain Roadless Area**

Parcel	Parcel Acreage	Approx. Acres of Parcel Within Roadless Area Boundary
1	640	135
2	640	275
4	150	63
5	640	640
Total	2,070	1,113

**Table 2: Federal Parcels within Boundary of
Madison Roadless Area**

Parcel	Parcel Acreage	Approx. Acres of Parcel Within Roadless Area Boundary
8	320	320
9	20	20
10	160	160
Total	500	500

**Table 3: Non-Federal Parcels Surrounded by
Crazy Mountain Roadless Areas**

Parcel	Acreage	Portions Surrounded by Roadless Area
A	639.52	All, except SE1/4
B	410.28	All, except entire eastern boundary
C	640	All, except far NE corner
D	640	All
E	640	All
F	640	All
G	320	All, except entire eastern boundary
H	640	All, except entire southern boundary
I	635	All
Total	5,204.80	

**Table 4: Non- Federal Parcels Surrounded by
Madison Roadless Areas**

Parcel	Acreage	Portions Surrounded by Roadless Area
J	558.60	All, except eastern and southern boundary of Section 4, and eastern boundary of Section 9

The proposed exchange will require a modification of the boundary for the Crazy Mountain Roadless Area and the Madison Roadless Area to remove the portions of Federal Parcels 1, 2, 4, 5, 8, 9, and 10 from the existing Roadless Areas' boundaries and to potentially add all of the Non-Federal Parcels to the respective Roadless Areas.

The Proposal will provide a net benefit to Roadless Area protection in Montana. Not only will it result in a net increase in Roadless Areas of approximately 4,150 acres, it also will provide protection from roaded development on substantial privately-owned inholdings within two designated Roadless Areas. If these inholdings were developed, it would potentially impact the Roadless characteristics of these areas due to the creation of driveways/roads to access these inholdings. The Federal lands that would be removed from the Roadless Area boundary and conveyed to non-Federal ownership in the exchange are located on the periphery of the respective Roadless Areas.

In addition, the resulting land use of Federal Parcels 8, 9, and 10 in the Inspiration Divide Area would be for outdoor recreation (skiing). The Non-Federal Party has offered to voluntarily place a conservation easement on the acquired Federal Parcel to ensure that the lands are only used for skiing and other appropriate outdoor recreational uses, and preclude residential and further development. This easement would be held the Montana Land Reliance. And, as noted above, Non-Federal Parcel J is subject to a conservation easement held by the Montana Land Reliance. As such, the current roadless character of this Parcel makes it eligible for designation into the Madison Roadless Area, and thereby replaces and increases overall roadless acres resulting from this land exchange.

The Rule does not contain provisions regarding the modification of inventoried roadless area boundaries; however, the Rule's Final Environmental Impact Statement notes that inholdings may exist within inventoried roadless areas and that it may be desirable to make landownership adjustments to enhance and preserve roadless area characteristics and management. As a result, the modifications to roadless of this Proposal will need to be reviewed under NEPA (as required) to analyze the potential impacts and solicit public comments.

Threatened and Endangered Species

Species listed under the Endangered Species Act as Threatened, Endangered, or Candidate/Proposed, as well as designated critical habitat for listed species, will be addressed in a Biological Assessment for the exchange. The U.S. Fish and Wildlife Service's Information for Planning and Consultation (IPaC) website (<https://ecos.fws.gov/ipac/location/index>) was consulted and indicates the following species are potentially affected by activities on the Federal and Non-Federal Parcels for each area (reports generated from the IPaC website for the exchange parcels in each area are located in Exhibit 6):

a. East Crazy Mountains Area

Canada lynx/ *Lynx Canadensis* (Threatened); and Whitebark Pine/ *Pinus albicaulis* (Candidate). There is no designated critical habitat on the Federal or Non-Federal parcels for the these two species.

Given the relative size, location, and quality of habitat found on the Federal and Non-Federal Parcels, it is anticipated the proposed land exchange will result in a “may, affect, but is not likely to adversely affect” determination for the Canada lynx, and Whitebark Pine.

b. Inspiration Divide / Eglise Area

Canada lynx/ *Lynx Canadensis* (Threatened); Grizzly Bear/ *Ursus arctos horribilis* (Threatened); and Whitebark Pine/ *Pinus albicaulis* (Candidate). There is no designated critical habitat on the Federal or Non-Federal parcels for these two species. Bald Eagle/ *Haliaeetus leucocephalus* (Non-BCC Vulnerable); Black Rosy-finch/ *Leucosticte atrata* (BCC Rangewide (CON)); Cassin’s Finch/ *Carpodacus cassinii* (BCC Rangewide (CON)).

Given the relative size, location, and quality of habitat found on the Federal and Non-Federal Parcels, it is anticipated the proposed land exchange will result in a “may, affect, but is not likely to adversely affect” determination for the Canada lynx, and Whitebark Pine, and the migratory bird species Bald Eagle, Black Rosy-finch, and Cassin’s Finch.

USFS Region 1 Sensitive Species and Custer Gallatin Species of Conservation Concern

A Biological Evaluation will be completed as part of the NEPA process to address the effects to Forest Service Sensitive Species for Region 1 that potentially occur on the Federal and Non-Federal parcels. Given the relative size, location, and existing habitat found on the Federal and Non-Federal Parcels, it is anticipated there will be no loss of habitat or viability for any Forest Service Sensitive Species due to the proposed exchange and trail realignment.

Species of Conservation Concern for the Custer Gallatin National Forest with presence, habitat, or potential habitat in the exchange analysis area are provided in the Final EIS for the 2020 Forest Plan at Appendix C. Given the relative size, location, and existing habitat found on the Federal and Non-Federal Parcels, it is anticipated there will be a net increase in habitat for Species of Conservation Concern from the proposed exchange and trail realignment.

Cultural and Historic Resources, Tribal Consultation

No significant cultural or historic resources are known to exist on the Federal Parcels. As part of the NEPA analysis, a cultural resource inventory/report will be completed for the Federal Parcels. The Forest Service will need to conduct appropriate Tribal consultation prior to signing the Agreement to Initiate.

As noted elsewhere in this Proposal, Switchback Ranch, LLC has offered to provide legal access to the Crow Nation to Crazy Peak. The details of this arrangement will be described in an agreement between the Crow Nation and Switchback Ranch, LLC.

Wetlands and Floodplains

According to the U.S. Fish and Wildlife Service’s National Wetlands Inventory (“NWI”) website’s “Wetlands Mapper” (<https://www.fws.gov/wetlands/data/Mapper.html>), the Federal Parcels may contain up to 116 acres of riverine wetlands, and approximately 10 acres of other

non-riverine wetlands associated with various segments of creeks that cross these Parcels and other features.

The Wetlands Mapper indicates that the Non-Federal Parcels may contain approximately 51 acres of riverine wetlands, and approximately 1.2 acres of other non-riverine wetlands associated with various segments of creeks that cross these Parcels and other features.

FEMA's flood hazard data does not include the Crazy Mountains area or the Inspiration Divide Area.

An assessment of wetlands and floodplains within the exchange parcels will need to be conducted as part of the NEPA process to comply with Executive Orders 11990 and 11988, which require Federal agencies to minimize adverse impacts from occupying, destroying, or modifying wetlands and floodplains.

Mineral Development

There are no active unpatented mining claims or oil and gas leases on the Federal Parcels according to BLM records. There is no on-the-ground evidence to indicate that mining activities have occurred on the Federal Parcels in the past.

There is no evidence that mining activity has occurred on the Non-Federal Parcels. The U.S. Geological Survey produced a report in 2005 (U.S. Geological Survey Professional Paper 1654, which is available online at <http://www.usgs.gov/>) assessing the mineral and energy resource potential of the Custer Gallatin National Forest, including the lands identified in this Proposal. That report concluded that there is low mineral potential in the areas associated with this Proposal.

A mineral potential report will need to be completed as part of the exchange process and submitted to BLM for its concurrence on the report's findings and recommendations.

Prime Farmlands, Rangeland, and Timberland

The parcels in the proposed exchange do not include any prime farmlands, rangeland, or timberland.

Caves

There are no caves on the parcels in the proposed exchange.

Grazing Permittees

Some of the Federal Parcels and Non-Federal Parcels in the Proposal are associated with five Forest Service grazing allotments in the Crazy Mountains Area: Sunlight, Sweetgrass, Basin, Otter Creek, and Big Timber. Combined, these allotments consist of approximately 35,469 acres (17,911 acres of NFS lands and 17,558 acres of private lands). All permits have been issued to graze cattle on these allotments. By law, the permit holders may reserve grazing privileges on NFS lands for two years from the date the Forest Service provides written notice of a land exchange being considered that affects the holders' allotments, or they may elect to waive the

right to reserve (36 CFR 222.4(a)(1)). While the exchange may remove certain lands from grazing allotments, the exchange would not eliminate any of all allotments.

There are no grazing allotments associated with the Federal Parcels or Non-Federal Parcels in the Inspiration Divide Area.

The following table displays the Federal Parcels with grazing allotments and other information.

Table No. 5: Grazing Allotments

Federal Parcel	Grazing Allotment Name	Allotment Info	Portion of Parcel Allotment Covers
1	Sunlight	Allotment #: 7103 Total National Forest Acres: 10,930 Animal: Cattle	All
2	Sweetgrass	Allotment #: 7105 Total National Forest Acres: 638 Animal: Cattle	All
3	Basin	Allotment #: 7351 Total National Forest Acres: 458 Animal: Cattle	NW, and NE corner
5	Otter Creek	Allotment #: 7101 Total National Forest Acres: 847 Animal: Cattle	Southern ½
6	Otter Creek	Allotment #: 7101 Total National Forest Acres: 847 Animal: Cattle	All
7	Big Timber	Allotment #: 7525 Total National Forest Acres: 5,038 Animal: Cattle, horses	All

Special-Use Permittees

A review of the files in the appropriate District Ranger offices will be needed to determine if there are existing/active Special Use Permits in effect associated with the Federal exchange parcels.

Recreation

There are no developed recreation sites within the Federal and non-Federal exchange parcels.

Recreational Trails

Under the Proposal, the Non-Federal Party has offered to fund and coordinate the design and construction of a new 22-mile long single-track trail built to USFS standards and specifications to be located entirely on NFS lands that will replace disputed trails. Such a trail will greatly enhance public access in this area for hiking, equestrian and hunting opportunities, while also greatly reducing disputes regarding public access in this area of the Forest. This new trail will also connect with existing NFSTs to the north in Park County sections of Sweet Grass canyon

and south (NFST No. 119), thus creating an approximately 40 mile loop trail, which will enhance public access to and through these areas of the Forest.

The proposed exchange would result in segments of the Inspiration Divide Trail, NFST No. 8, totaling approximately two miles that currently cross private lands to be located upon NFS lands. Consolidating landownership along this trail will allow the Forest Service to more efficiently manage public uses along this trail corridor including hunting as well as improve wildlife management. The Trail's classification and uses would be unaffected.

The Eglise Rock Overlook Trail (NFST No. 468), is a 0.75-mile long spur trail off Inspiration Divide Trail (NFST No. 8) to an overlook located on Federal Parcel 8. This spur trail is open seasonally to ATV and motorcycle use only. The United States will reserve a public access easement for the portion of this trail on Parcel 8 when conveyance out of Federal ownership occurs.

Skiing Opportunities

Skiing opportunities would be expanded onto the Federal Parcels to be acquired in the Inspiration Divide Area (Eglise Rock/Peak area). The Non-Federal Party has offered to voluntarily place a conservation easement on the acquired Federal Parcels to ensure that the lands are only used for skiing and other appropriate outdoor recreational uses, and preclude residential and further development. The Montana Land Reliance will hold this easement.

Hunting and Wildlife

The Proposal would provide new hunting and fishing opportunities due to enhanced public access to areas of the Forest associated with the affected recreational trails (NFST No. 136 and NFST No. 8). This, along with the consolidation of NFS lands, would also enhance watchable wildlife opportunities.

Hazardous Materials

The Resources Conservation and Recovery Act of 1976 and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 contain implications for land transfers including federal land exchanges.

The Non-Federal Party is not aware of any hazardous material issues on the Federal Parcels and Non-Federal Parcels. Phase I Environmental Site Assessments will be completed during the exchange process on the exchange parcels.

Management Efficiency

In addition to the management efficiencies from consolidating the checkerboard land pattern and the trail location enhancements, the Proposal will also increase management efficiencies for the Forest Service by reducing the length of the public-private boundary, and reducing the number of corners to be maintained. The Forest Surveyor will need to complete a cost analysis form for the exchange.

Disposition of Structural Improvements

There are no structural improvements on the Federal Parcels and Non-Federal Parcels.

IV. TITLE EVIDENCE

Each member of the Non-Federal Party owns or is otherwise in a position to convey their respective Non-Federal Parcels the United States. Table 6 provides the list of individual owners of the respective Parcels along with their most recent vesting deeds. Copies of the vesting deeds are provided in Exhibit 7.

Table 6: Ownership off the Non-Federal Parcels

Parcel	Owner of Record	Vesting Deed
A	Ward & Parker Ranch, LLC	Warranty Deed: recorded December 18, 2012; Book 88D, Page 367 (Sweet Grass County)
B	Carroccia Ranch Limited Partnership	Grant Deed: recorded December 24, 1992; Book 69D, Page 527 (Sweet Grass County)
C	Carroccia Family Limited Partnership	Quitclaim Deed: recorded June 14, 2004; Book 81D, Page 623 (Sweet Grass County)
D	Ward & Parker Ranch, LLC	Warranty Deed: recorded December 18, 2012; Book 88D, Page 367 (Sweet Grass County)
E	Hailstone Ranch Company	Warranty Deed: recorded January 11, 1990; Book 66D, Page 819 (Sweet Grass County)
F	Hailstone Ranch Company	Warranty Deed: recorded January 11, 1990; Book 66D, Page 819 (Sweet Grass County)
G	Hailstone Ranch Company	Warranty Deed: recorded January 11, 1990; Book 66D, Page 819 (Sweet Grass County)
H	Switchback Ranch, LLC	Warranty Deed: recorded September 18, 2012; Book 88D, Page 174 (Sweet Grass County)
I	Switchback Ranch, LLC	Warranty Deed: recorded September 18, 2012; Book R322, #372876 (Park County)
J	Yellowstone Mountain Club, LLC and Yellowstone Development, LLC	Sections 4 and 15: Bargain and Sale Deed: recorded February 1, 2000; Book 437, Page 807 (Madison County) Section 9: Bargain and Sale Deed: recorded February 1, 2000; Book 437, Page 813 (Madison County)

The Non-Federal Party will obtain title commitments for each of the Non-Federal Parcels, and provide them to the Forest Service for review. The title commitments and their final title policies will be issued on ALTA U.S. Policy 9/28/91 (Revised 12/3/12). Each of the title commitments will include the referenced documents in Schedule B-2 of the commitments (see Exhibit 8).

A mineral title report was produced by Sweet Grass Title Company for Non-Federal Parcels A-H in the East Crazy Mountains Area. The report (providing recorded documents through May 7, 2020) shows that portions of the mineral estate under Parcels A, B, E, F, G and H have been

severed from the surface estate. A copy of the mineral title report for these Non-Federal Parcels is provided in Exhibit 9.

V. BOUNDARY MANAGEMENT REVIEW

Land Description Verification forms for the Federal Parcels and Non-Federal Parcels will be completed by the Forest Surveyor. A cadastral survey may be required for Federal Parcels 3, 4, 5, 7, 8, 9, and 10 in order to create a legal tract suitable for conveyance out of the public domain.

VI. FEDERAL LAND STATUS REPORT

A Preliminary Federal Land Status Report for the Federal Parcels will need to be completed. The Federal Parcels consist of reserved public domain lands.

The Non-Federal Party has not identified any withdrawals that affect the Federal Parcels.

The patents for the Federal Parcels will contain appropriate reservations which at a minimum will include a reservation of a right-of-way thereon for ditches or canals constructed by the authority of the United States Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945) as well as a public trail access easement for the Eglise Rock Overlook Trail (NFST No. 468) on Non-Federal Parcel J. During the exchange process the need for additional patent reservations may be identified.

There is an easement granted for a ditch in Federal Parcel 6 (5 feet, involving 0.2 acres). Other than this easement, no other encumbrances have been identified involving the Federal Parcels.

VII. OTHER

Fences, Roads, Irrigation Ditches, and Other Improvements

Fences, low standard roads, trails, irrigation ditches and other improvements are known to exist on the Non-Federal and Federal parcels. The Forest Service and Non-Federal Party will agree to accept title to the lands knowing fences, trails, irrigation ditches and other improvements may exist.

VIII. WATER RIGHTS ANALYSIS

Under the exchange as proposed, water rights associated with the Federal lands would be conveyed to the Non-Federal Party to the extent permitted by law, and the water rights associated with the Non-Federal parcels would be conveyed to the United States. The water rights that may be conveyed as part of the exchange are listed in the table below.

The Montana Department of Natural Resources & Conservation, Water Resources Division, Water Rights Query System shows the following water rights associated with this Proposal.

Table No. 7: Water Rights Associated with the Proposal in the East Crazy Mountains Area

Parcel	Owner	Water Right No.	Type and Location	Water Right
Federal Parcel 2	USDA Forest Service	43BV 60160-00	Surface; Sweet Grass Creek	30 gallons per day per animal unit month (AUM)) for stock watering
Federal Parcel 3	USDA Forest Service	43BV 60158-00	Surface; Basin Creek	30 gallons per day per animal unit month (AUM)) for stock watering
Federal Parcel 3	Billy Creek Ranch Trust	43BV 30143592	Surface; unnamed tributary of Basin Creek	30 gallons per day per animal unit month (AUM)), and direct drinking, for stock watering
Federal Parcel 3	Billy Creek Ranch Trust	43BV 30143593	Surface; Basin Creek	30 gallons per day per animal unit month (AUM)), and direct drinking, for stock watering
Federal Parcel 3	Billy Creek Ranch Trust	43BV 30143594	Surface; unnamed tributary of Basin Creek	30 gallons per day per animal unit month (AUM)), and direct drinking, for stock watering
Federal Parcel 7	Switchback Ranch LLC	43B 17155-00	Groundwater; unnamed tributary of Big Timber Creek	24.26 acre-feet (30.00 gallons per minute flow rate)
Federal Parcel 7	Switchback Ranch LLC	43B 17156-00	Groundwater; unnamed tributary of Big Timber Creek	19.29 acre-feet (90.00 gallons per minute flow rate)
Non-Federal Parcel B	Carroccia Family Limited Partnership	43BV 30137749	Surface; Sweet Grass Creek	30 gallons per day per animal unit month (AUM)), and direct drinking, for stock watering
Non-Federal Parcel D	Ward and Parker LLC	43BV 30143518	Surface; Bruin Creek	30 gallons per day per animal unit month (AUM)), and direct drinking, for stock watering
Non-Federal Parcel D	Ward and Parker LLC	43BV 30143519	Surface; unnamed tributary of Bruin Creek	30 gallons per day per animal unit month (AUM)), and direct drinking, for stock watering
Non-Federal Parcel I	Switchback Ranch LLC	43BV 30146156	Surface; Sweet Grass Creek	7.00 acre-feet for livestock drinking direct from source
Non-Federal Parcel I	Switchback Ranch LLC	43BV 30146157	Surface; Comanche Creek	7.00 acre-feet for livestock drinking direct from source
Non-Federal Parcel I	Switchback Ranch LLC	43BV 30146158	Surface; Milly Creek	7.00 acre-feet for livestock drinking direct from source

Table No. 8: Water Rights Associated with this Proposal in the Inspiration Divide Area

Parcel	Owner	Water Right No.	Type and Location	Water Right
Non-Federal Parcel J (Sections 4, 9)	Montana Dept of Fish, Wildlife and Parks	41H 30008927	Surface; South and West Fork, Gallatin River	3,619.59 acre-feet (5.00 cfs) instream water reservation for fishery

Exhibit 10 includes the Montana Water Rights reports for the water rights listed in Tables No. 7 and No. 8. As part of the exchange process the Forest Hydrologist will need to complete an analysis of these water rights.

IX. VALUATION CONSULTATION

The Non-Federal Party has completed some preliminary valuation work that it is willing to share with the Forest upon request if properly protected under a confidentiality agreement. The Non-Federal Party has proposed an equal value land exchange based upon this work.

In the event the appraised value of the Non-Federal Parcels exceeds the appraised value of the Federal Parcels, the Forest Service will make a cash equalization payment within the allowable limits to the extent such funds are available. In the event cash equalization funds are unavailable to the Forest Service to equalize values, the Non-Federal Party will donate a portion of one or more non-Federal parcels to the United States by separate deed.

In the event the appraised value of the Federal Parcels exceeds the appraised value of the Non-Federal Parcels, the Non-Federal Party will equalize values by either making a cash equalization payment to the Forest Service, or reducing the size of one or more of the Federal parcels.

X. AGREEMENT TO INITIATE

The Non-Federal Party will work with the Forest Service to prepare an Agreement to Initiate (ATI) once the Forest Service has completed its internal Feasibility Analysis concerning this exchange proposal. The ATI will address the Non-Federal Party's financial responsibility for paying for a majority of the costs associated with the exchange and establish a land exchange implementation schedule. This Proposal is a multi-party land exchange that must be considered in its entirety. The Non-Federal Party does not consent to partial or piecemeal implementation of the proposed exchanges.

XI. POTENTIAL ISSUES AND SUPPORT

The Non-Federal Party has worked with local conservation groups to conduct significant public outreach in conjunction with developing this Proposal. Outreach has included meetings with Forest user, wildlife conservation, sportsman, and public access advocacy groups, and four widely advertised public meetings that were held in Big Timber, Livingston, Bozeman, and Big Sky. A website describing the proposal was developed and interested parties were contacted to promote website access and use. The following is based on comments and letters received in response to this public outreach initiative.

This exchange may generate some public interest and comment due to the following issues:

- The disputes regarding public access in the Crazy Mountains generally, and especially along the disputed East Trunk Trail No. 136.
- Although the exchange does not change the status quo regarding permissive access over Rein Lane to Sweet Grass Canyon and the Forest, the exchange does not provide the public with permanent legal access over Rein Lane.
- The loss (despite an overall gain) of existing inventoried roadless acreage.

- The importance of the Crazy Mountains to the Crow Tribe.
- The proposed ski area expansion in the Eglise Peak Area.

However, the proposal would address these concerns by:

- The Non-Federal Party providing the necessary funds to design and construct a relocated trail in the East Crazy Mountains area that would provide clear legal access into Sweet Grass Canyon and the Forest for public use and recreation.
- Providing replacement acreage (increased acreage) for the loss of inventoried roadless areas at both the East Crazy Mountains and Inspiration Divide Areas.
- Concentrating developed ski area recreation expansion at an existing ski area.
- In conjunction with the exchange, providing the Crow Tribe with legal access to Crazy Peak.
- In conjunction with the exchange, providing a conservation easement protecting Crazy Peak from motorized uses and residential development.
- In conjunction with the exchange, potentially providing a conservation easement to protect the natural resource values, including wildlife habitat, on the federal lands that would become private along Sweet Grass Creek depending on agreement of those landowners and MLR.

No other issues concerning this exchange are known at this time.

Summary of Anticipated Public Benefits

Anticipated public benefits of completing the exchange are listed below.

- Creating a large block of clearly identifiable consolidated NFS lands in the Crazy Mountains for public access, use and benefit;
- Design and construction of a new trail in the East Crazy Mountains area that will be located on the consolidated NFS lands connecting Big Timber Creek at the south end to Sweet Grass Creek on the north, providing clarity and certainty of access to public land users;
- The new trail will connect with existing Big Timber Creek Trail (NFST No. 119) and Sweet Grass Trails in the upper drainages of Sweet Grass Canyon to create an approximately 40 mile loop trail around and through the Crazy Mountains;
- The new trail will provide hikers, horsemen, and hunters with undisputed legal and practical access to high quality fisheries as well as elk, mule deer, and mountain goat habitat;
- Establishing a southern trailhead for the new trail in Big Timber Creek Canyon near the existing Half Moon Campground;
- Increasing federal ownership within the existing Crazy Mountains Roadless Area and facilitating more effective land management to preserve the roadless character and associated benefits to wildlife, wildlife habitat, and public recreational opportunities;
- Consolidation of NFS lands, resulting in management efficiencies including reduction of boundary line maintenance, signage, trespass issues, and other authorizations;
- Conserving wildlife habitat by reducing the potential for development of private lands interior to and comingled with NSF lands in the East Crazy Mountains area;
- Making public the land under existing segments of the Inspiration Divide Trail

(NFST No. 8) that currently traverses over private lands near the Lee Metcalf Wilderness Area;

- Consolidating Forest Service ownership and management in the Inspiration Divide Area;
- Consolidating wildlife habitat, wildlife management, and an important wildlife migration corridor in the Inspiration Divide Area;.
- Enhancing hunting and wildlife observation opportunities in the Inspiration Divide Area;
- Providing new hunting opportunities due to enhanced public access that will be available from the proposed new trail alignment in the Crazy Mountains and the location of trail segments along Inspiration Divide Trail, NFST No. 8, on NSF lands, especially access to deer, elk, mountain goat and fishing habitat in the East Crazy Mountains.
- Providing additional skiing and recreational opportunities associated with existing skiing infrastructure in the Eglise Peak area, and thereby avoiding the need to locate such facilities on undeveloped public and/or private lands.

Based on the above factors and other considerations, completion of the proposed land exchange will result in considerable benefits for the public and the Forest Service.

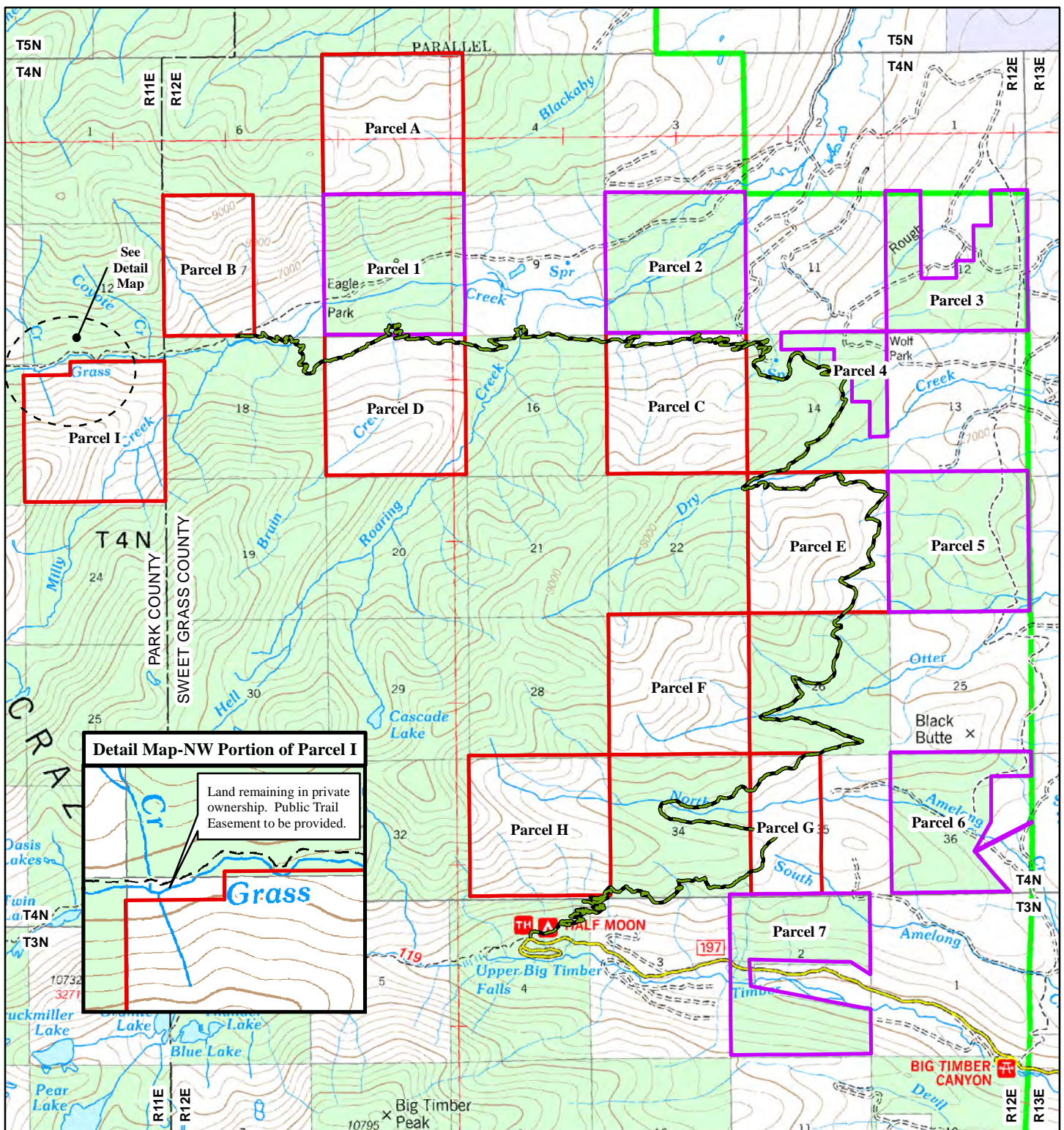
LIST OF EXHIBITS
East Crazy Mtns and Inspiration Divide Area Land Exchange Proposal

Exhibit 1	Vicinity Maps of Exchange Parcels
Exhibit 2	Narrative of Proposed East Side Crazy Mountain Trail
Exhibit 3	Third-Party Facilitator Letter
Exhibit 4	Draft Third Amendment and Assignment of Conservation Easement (subject to further review, further amendment, and final approval by the parties)
	Conservation Easement and Subsequent Amendments Regarding Non-Federal Parcel J (Inspiration Divide Area)
Exhibit 5	Roadless Area Maps
Exhibit 6a	East Crazy Mountain Area: Endangered species reports for Federal and Non-Federal parcels from U.S. Fish and Wildlife Service's Information for Planning and Consultation (IPaC) website
Exhibit 6b	Inspiration Divide Area: Endangered species reports for Federal and Non-Federal parcels from U.S. Fish and Wildlife Service's Information for Planning and Consultation (IPaC) website
Exhibit 7	Vesting Deeds of Non-Federal Parcels
Exhibit 8	Title Commitments for the Non-Federal Parcels (forthcoming)
Exhibit 9	Mineral Title Report of the Non-Federal Parcels (Mineral Title Report for Parcel I is forthcoming)
Exhibit 10	Montana Water Rights Reports

**LAND EXCHANGE PROPOSAL
The East Crazy Mountains and
Inspiration Divide Public Access Improvement Land Exchange
Custer Gallatin National Forest
Sweet Grass, Park, and Madison Counties, Montana**

Exhibit 1

Vicinity Maps of Exchange Parcels



**The East Crazy Mountains and Inspiration Divide
Public Access Improvement Land Exchange
Map 1: East Crazy Mountains**

Townships 3 & 4 North, Range 12 East
Custer Gallatin National Forest
Park & Sweet Grass Counties, Montana

0 0.5 1 2
Miles

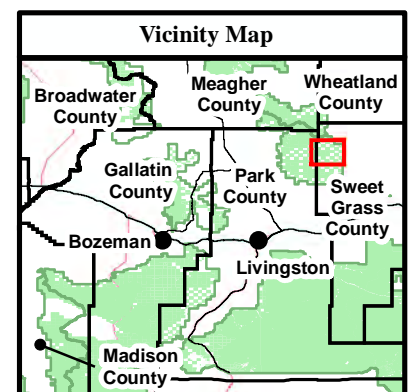
1:63,360

Map Source: Gallatin National Forest
North Visitor Map, 2012
Map Date: November 4, 2020



Legend

- Federal Parcels 1-7
- Non-Federal Parcels A-
- Gallatin National Forest Land
- National Forest Boundary
- Big Timber Creek to Sweet Grass Creek Trail
- Forest/Public Access



LAND EXCHANGE PROPOSAL
The East Crazy Mountains and
Inspiration Divide Public Access Improvement Land Exchange
Sweet Grass, Park, and Madison Counties, Montana

Exhibit 2

Narrative of Proposed East Side Crazy Mountain Trail



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PO Box 1043 Whitefish, MT 59937

TRAILS & PARKS | ARTISAN LANDSCAPES | RESTORATION & REVEGETATION | FOREST MANAGEMENT

Narrative of Proposed East Side Crazy Mountain Trail between Halfmoon Campground (Big Timber Creek) and Sweet Grass Creek

January 3, 2020

Trail Overview:

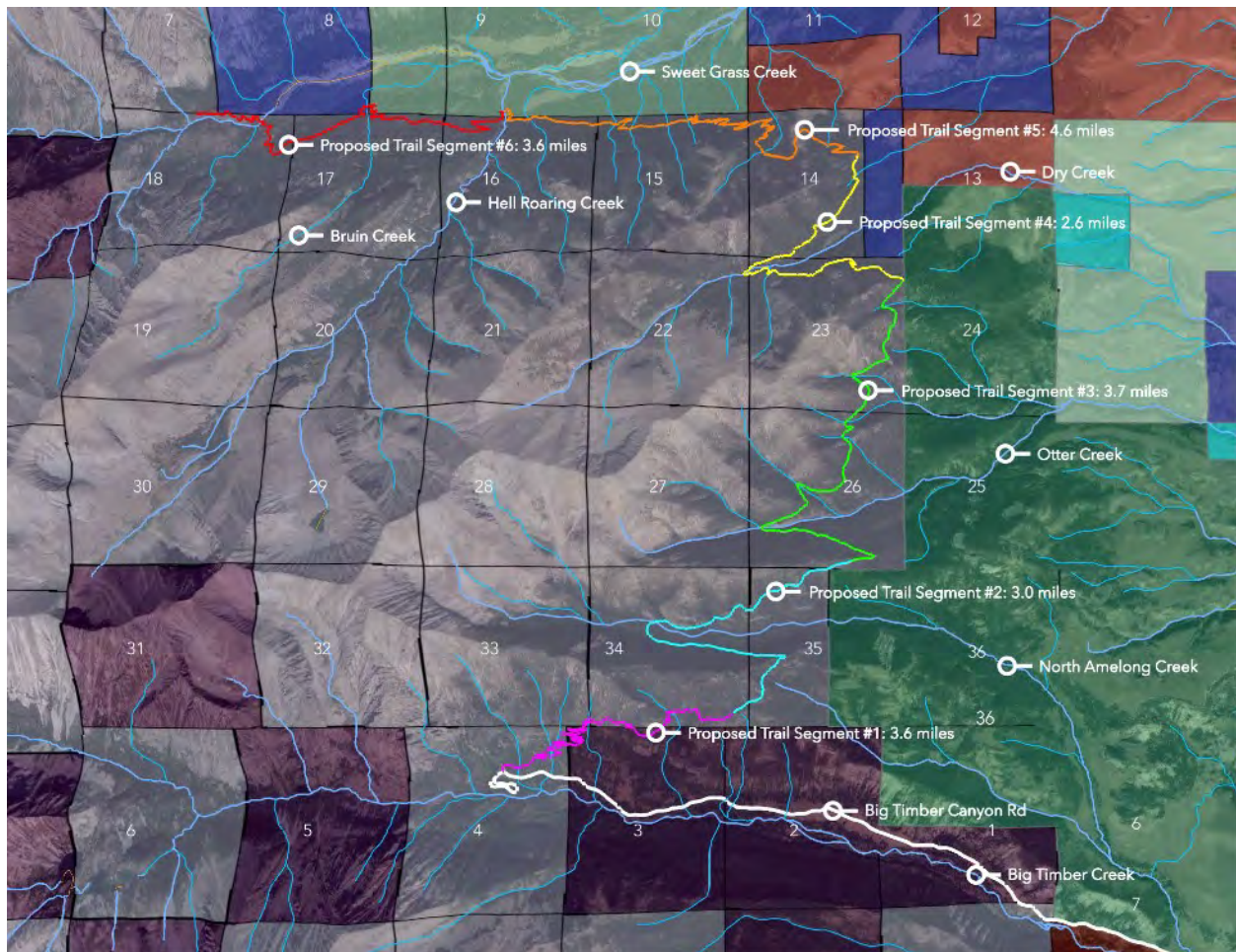
The new trail route will connect the existing trailhead at Halfmoon Campground, next to Big Timber Creek, to the existing trail along Sweet Grass Creek. The entire route will include over 21 miles of new trail. The new trail will be located almost entirely on federal lands consolidated as a result of a proposed federal land exchange. The elevations of the trail vary from 6,500' at both ends to a high point of 7,715' on the ridge between Otter and Dry Creeks. The average grade of the trail will be less than 10%. Along the twenty-one mile route, multiple perennial streams are crossed, including North Amelong Creek, Otter Creek, Dry Creek, Hell Roaring Creek, Bruin Creek, and Sweet Grass Creek. All of the costs of designing and constructing the new trail and improved trailhead will be paid for by the land exchange proponents.

Design Criteria:

- The proposed trail alignment will follow USFS guidelines for Hiker/Pedestrian and Pack and Saddle trail design parameters. Bicycles are not a designed use.
- Within the Hiker/Pedestrian and Pack and Saddle design parameters, the Crazy Mountain trail is laid out to meet USFS Trail Class 3 guidelines for grades (target 3%-12%), tread width (36"-48" max), curve radius (5'-8'), etc.
- Stream crossings have been located at fordable locations, as opposed to bridge locations.
- Access to water for pack and saddle users - perennial water sources are available at Big Timber, Otter, Dry, Hell Roaring, Bruin, and Sweet Grass creeks. North Amelong does not always flow at the ford location, but perennial water can be found a short distance downstream.

Trail Segments:

The new trail will provide access to multiple drainages between Big Timber Creek and Sweet Grass Creek. Each drainage has unique characteristics that will create myriad opportunities for solitude, enjoyment of nature, and access to outstanding wildlife habitat. Describing the route according to drainage allows a greater understanding of the topography. For the purposes of this summary the trail is described from south to north.

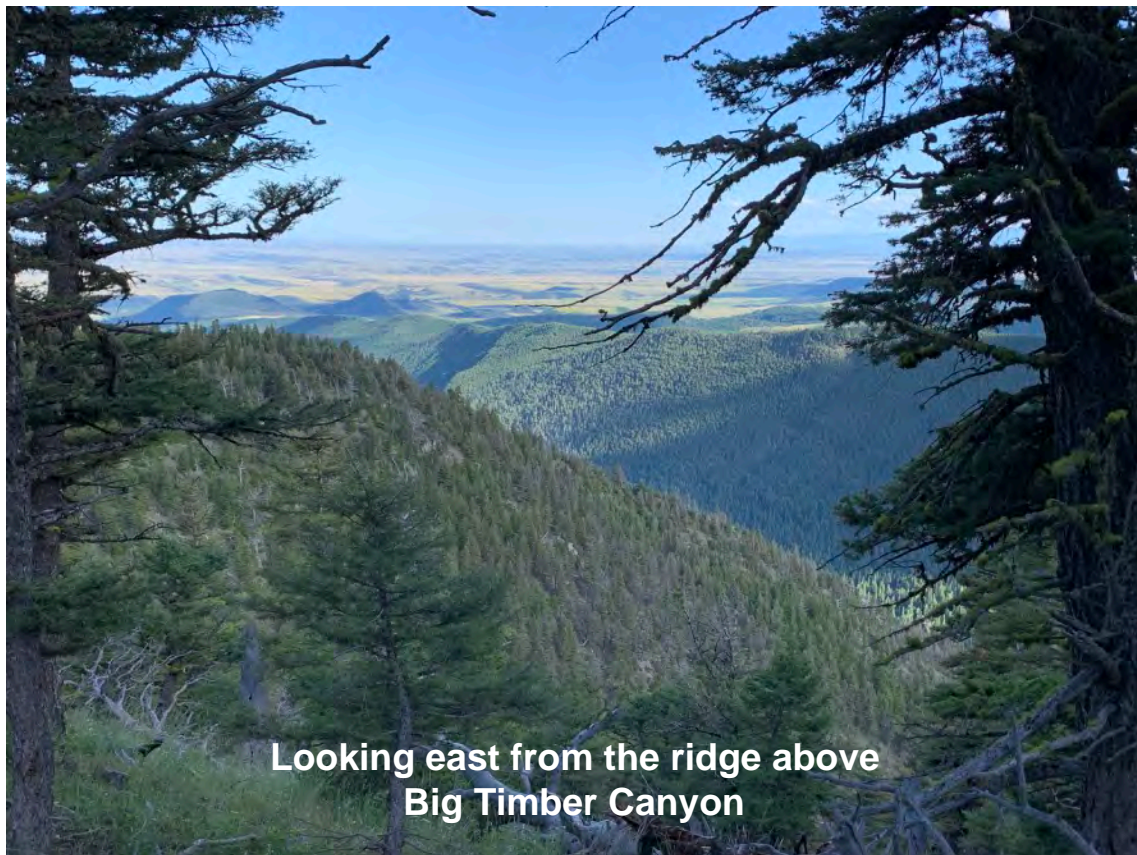


Segment 1 - Big Timber Creek (3.5 miles) *magenta trail*:

The trail begins at Halfmoon Campground, located at the end of Big Timber Canyon Road. The trailhead provides access to water, trailer parking, campsites, and a vault toilet. This first section of trail gains 1,000' in elevation as it ascends the ridge that separates Big Timber Creek from Amelung Creek. Segment 1 includes the most

technical terrain, as the trail must ascend through steep terrain to reach gentler slopes above. The south-facing slopes of Segment 1 are dominated by Douglas-fir, including many old-growth trees. As the trail gains elevation, incredible views of Big Timber Canyon, Big Timber Peak, and Crazy Peak are obtained.





Segment 2 - Amelong Creek (3.0 miles) *blue trail*:

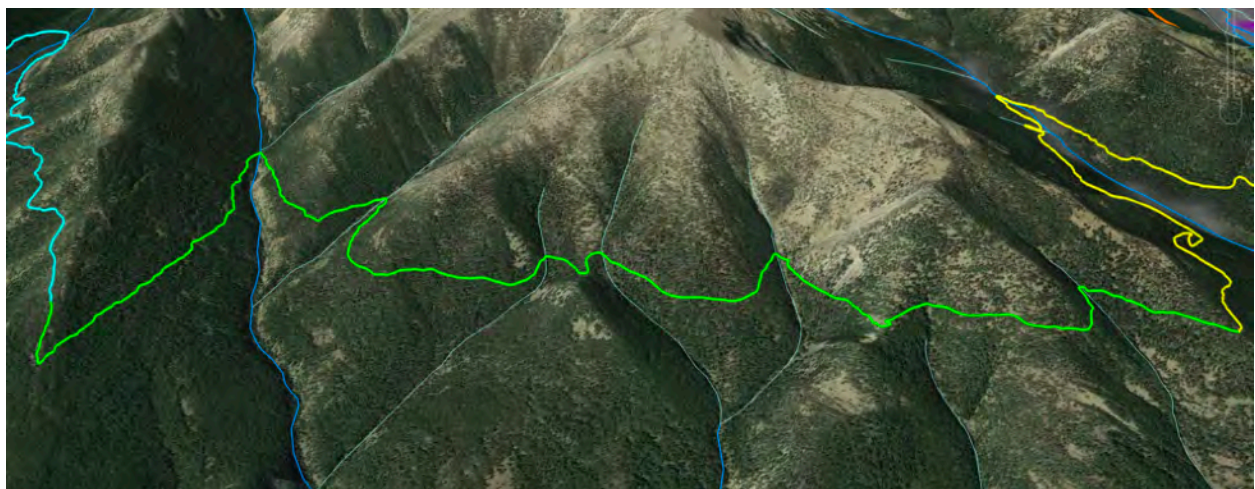
The Amelong Creek drainage includes gentle, open terrain above South Amelong Creek; steep, lodgepole pine dominated forest on the north-facing slopes south of the creek; and open, rocky terrain on the south-facing slopes north of the creek. This segment of trail avoids any switchbacks, and follows the contours of the land as it fluctuates between 7,450' and 7,650' in elevation. The understory is dominated by low-lying forbs, bunchgrasses, and wildflowers.





Segment 3 - Otter Creek (3.7 miles) *green trail*:

Otter Creek contains the gentlest terrain of the trail route. Similar to Amelong, the north-facing slope south of the creek is steeper but heavily forested with mature lodgepole pine. North of the creek, the trail passes through rocky, broken, south-facing slopes. As the trail bends northward, however, the terrain becomes gentler, with rolling contours and open forest. There are multiple small drainages through this area that make their way down to Otter Creek. The elevation of the trail generally follows contours as it fluctuates between 7,325' at the lowest elevation to 7,715' at the highest point.





Segment 4 - Dry Creek (2.6 miles) *yellow trail*:

Dry Creek is a narrow, incised drainage that flows east out of the Crazies. Both the north-facing and south-facing slopes are heavily timbered. Contrary to its' name, Dry Creek has flowing water even in late August. Elevations of the trail vary from 7,350' to 7,700' at the highest point. Elk sign was extremely prevalent in the Dry Creek drainage.





Dry Creek



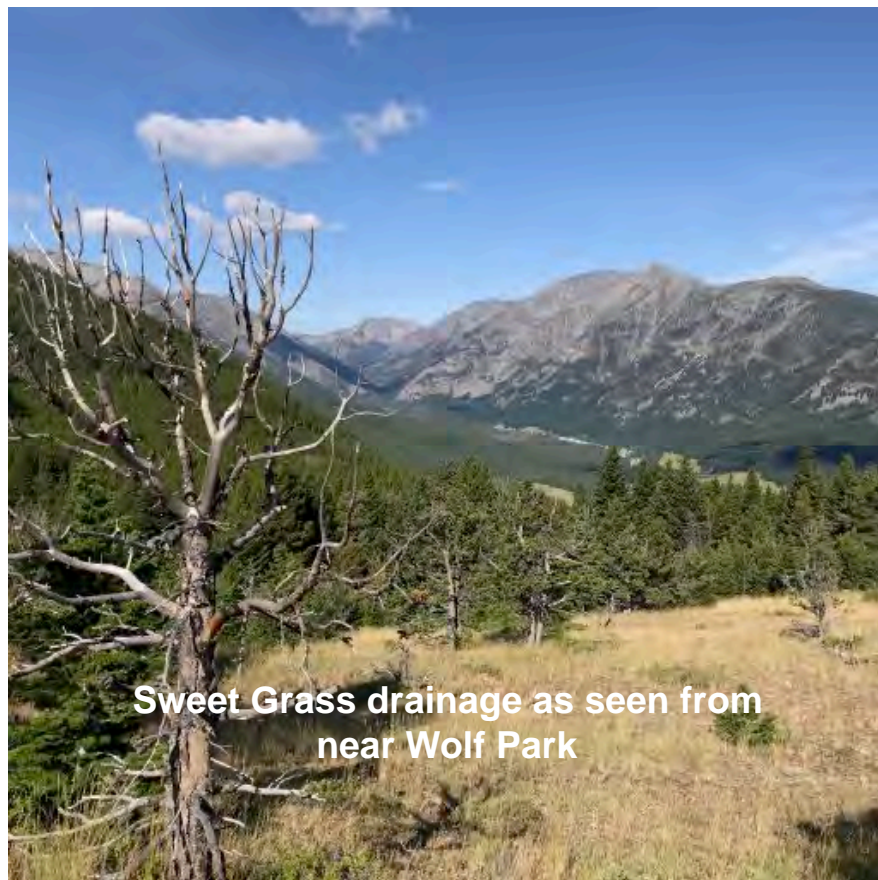
Bear Claw Marks



Mule deer in thick timber

Segment 5 - Sweet Grass - Wolf Park to Hell Roaring Creek (4.5 miles) *orange trail*:

Trail segment 5 descends through scenic meadows, wrapping through north-facing lodgepole-pine forests on its' route to Hell Roaring Creek. With a high-point of 7,400', this section of trail descends to 6,150', losing approximately 1,250' of elevation from east to west. Although there are steep slopes through this area, the north-facing slopes are heavily timbered, and there are multiple drainages that bisect the route. The thick timber provides protection from wind and reduces snowpack depth.





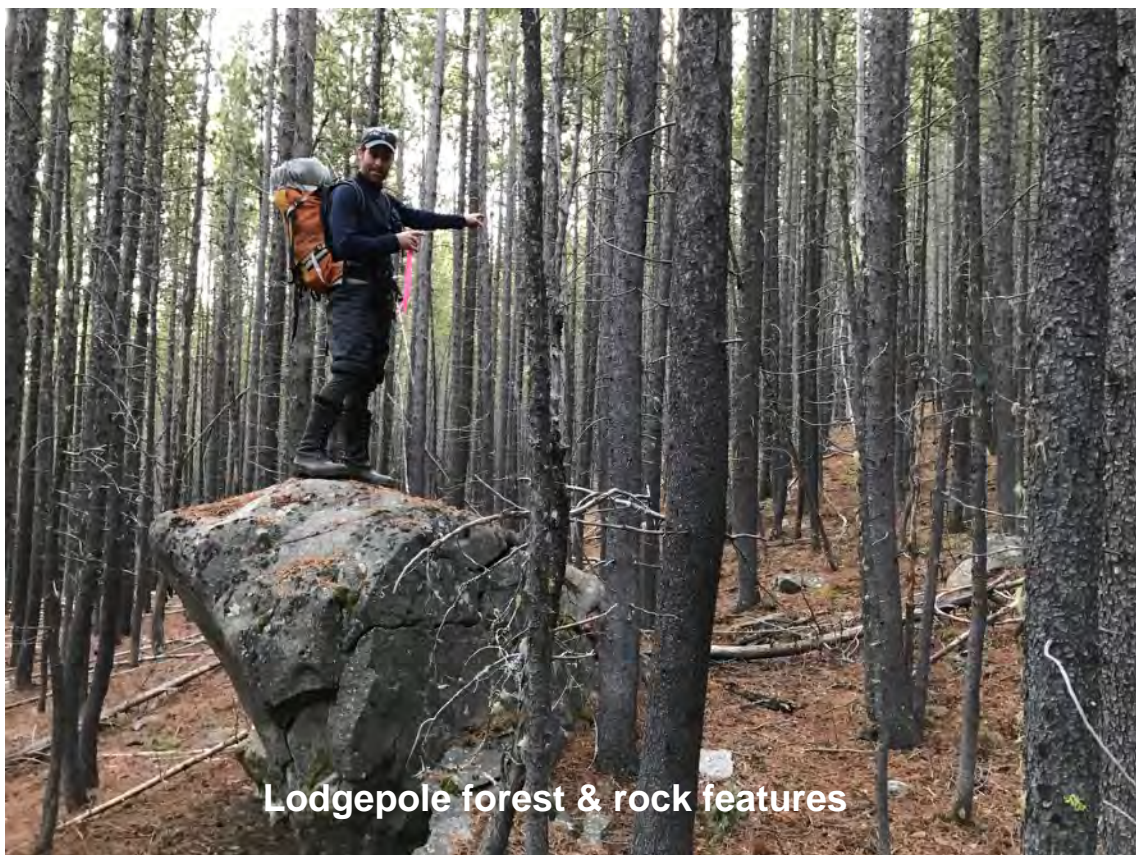
Spring-fed meadow in the Sweet Grass drainage



Small Cliffs in Trail Segment 5



Looking down onto Sweet Grass Creek

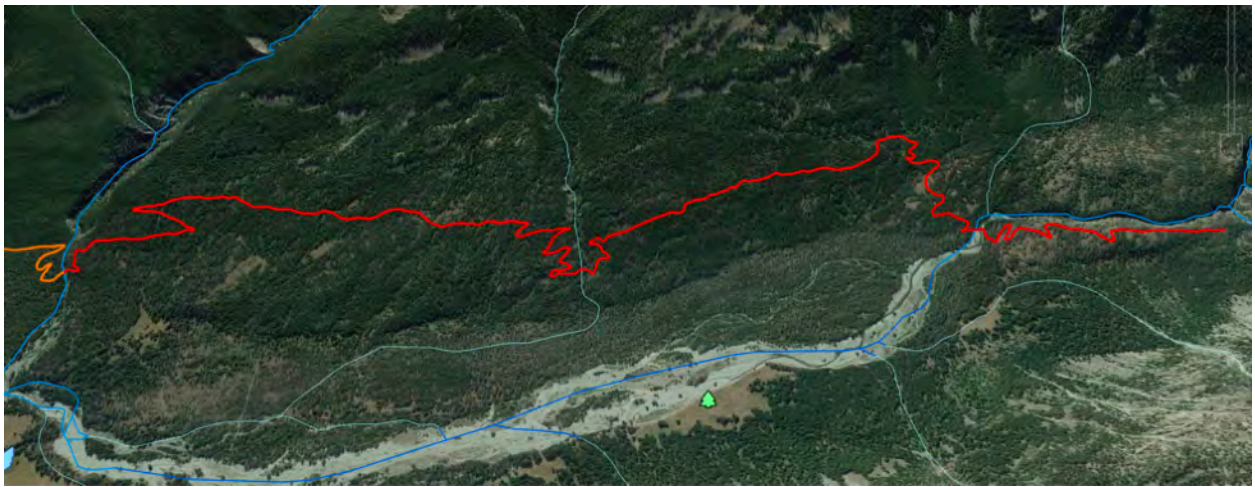


Lodgepole forest & rock features

Segment 6 - Sweet Grass - Hell Roaring Creek to Sweet Grass Creek

(3.6 miles) red trail:

Trail Segment 6 navigates low-angle slopes from Hell Roaring Creek to the north side of Sweet Grass Creek. Elevations vary from 6,175' to 6,475' over the course of this 3.6 miles long trail segment. Midway along this route the trail fords Bruin Creek, a perennial stream similar in character to Hell Roaring Creek. As the trail approaches Sweet Grass Creek, the route navigates riparian areas including ponds and wetlands. The trail will ford Sweet Grass Creek at a wide, shallow location just downstream of where Sweet Grass emerges from a narrow box canyon. The timber through this section of trail is dominated by lodgepole pine, with smaller amounts of Douglas-fir and spruce.



Mature lodgepole between Hell Roaring & Bruin Creeks

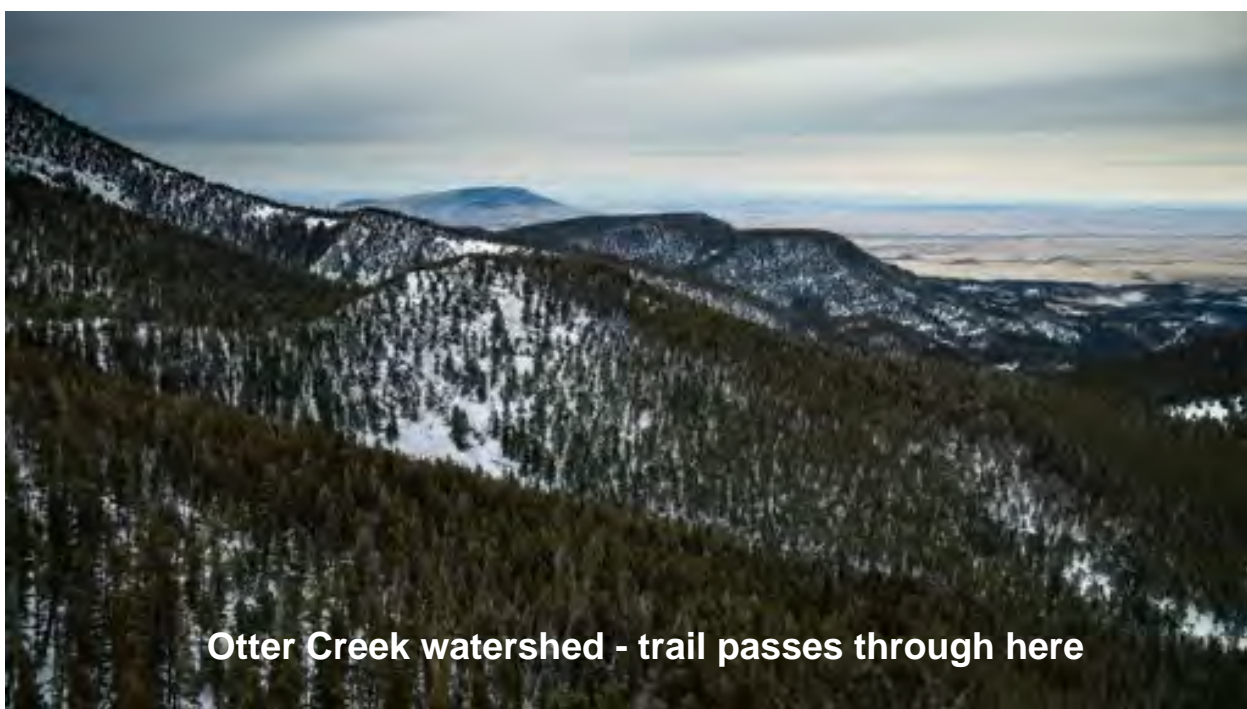


Sweet Grass Creek near ford location



Additional Photos:





Looking east in the Big Timber Creek watershed



**Bear scat & old-growth
Douglas fir**





Elk on ridge in Amelong drainage



Flagging trail on a south-facing slope in the Big
Timber Creek watershed





**LAND EXCHANGE PROPOSAL
The East Crazy Mountains and
Inspiration Divide Public Access Improvement Land Exchange
Sweet Grass, Park, and Madison Counties, Montana**

Exhibit 3

**Third-Party Facilitator Letter for
The East Crazy Mountains and
Inspiration Divide Public Access Improvement Land Exchange**



YELLOWSTONE CLUB

July 1, 2020

Ms. Mary Erickson
Forest Supervisor, Custer Gallatin National Forest
P.O. Box 130
10 E. Babcock Ave.
Bozeman, MT 59771

RE: Third Party Facilitator, Western Land Group, Inc.

Dear Supervisor Erickson:

The purpose of this letter is to inform you that Yellowstone Development, LLC ("YDLLC") and the other Non-Federal Party members have entered into an agreement to collaborate on The East Crazy Mountains and Inspiration Divide Public Access Improvement Land Exchange. One of the provisions of that agreement authorizes Yellowstone Development, LLC to execute agreements as needed on behalf of the Non-Federal Party to advance the land exchange.

Under that authority, and in accordance with FSH 5409.13, Chapter 30, YDLLC provides this notification to you that Western Land Group has been selected to serve as our third-party facilitator. Tom Glass, Western Land Group, Inc. will serve as our primary point of contact with your office and other Forest Service personnel working on this exchange, offering services such as NEPA documentation, obtaining appraisals and surveys, and completing other necessary components to consummate the land exchange.

Please call me if you have any questions or require any clarification of the above.

Sincerely,

Mike DuCuennois
Yellowstone Development, LLC

cc: Tom Glass, Western Land Group

LAND EXCHANGE PROPOSAL
The East Crazy Mountains and
Inspiration Divide Public Access Improvement Land Exchange
Sweet Grass, Park, and Madison Counties, Montana

Exhibit 4

Draft Third Amendment and
Assignment of Conservation Easement
(subject to further review, further
amendment, and final approval by the
parties)

Conservation Easement and Subsequent
Amendments Regarding
Non-Federal Parcel J
(Inspiration Divide Area)

After recording return to:

**THIRD AMENDMENT TO CONSERVATION EASEMENT AND ASSIGNMENT OF
CONSERVATION EASEMENT ON PROPERTY WITHIN LAND EXCHANGE**

This Third Amendment to Conservation Easement and Assignment of Conservation Easement on Property within Land Exchange (the “**Third Amendment and Assignment**”) is made and entered into effective this day of _____, 202__ by and between the following parties:

Grantors:

As to PARCEL I as shown on Exhibit A, attached hereto and incorporated herein by this reference:

1. YELLOWSTONE MOUNTAIN CLUB, LLC, a Montana limited liability company, with its principal office at One Yellowstone Club Trail, Big Sky, Montana 59716;
2. YELLOWSTONE DEVELOPMENT, LLC, a Montana limited liability company, with its principal office at One Yellowstone Club Trail, Big Sky, Montana 59716; and

As to PARCEL II as shown on Exhibit A:

3. BOYNE USA, INC., a Michigan corporation, with its principal office at 19 Boyne Mountain Road, Boyne Falls, Michigan 49713.

collectively referred to herein as the “**Grantors**”.

Assignor:

THE MONTANA LAND RELIANCE, a Montana non-profit corporation, with a principal office at 324 Fuller Avenue, P.O. Box 355, Helena, Montana 59624 (the “**Reliance**”).

Assignee:

THE UNITED STATES OF AMERICA, acting by and through the United States Department of Agriculture and the Custer Gallatin National Forest, whose post office address is Washington, DC 20013 (the **“United States”**).

Grantors, the Reliance, and the United States are each referred to herein as a **“Party”** and are collectively referred to herein as the **“Parties.”**

Recitals

A. Blixseth Group, Inc., an Oregon corporation, and C.E. Holliman & Associates, Inc., an Oregon corporation, as grantors (collectively, the **“Original Grantor”**); and Bighorn Institute, a California non-profit corporation (**“Bighorn”**) entered into that certain Conservation Easement (the **“Original Easement”**), executed December 28, 1999, and recorded February 1, 2000 in the records of the Clerk and Recorder of Madison County, Montana, at Book 437, Page 793. The Grantors defined on page 1 of this Partial Assignment and Third Amendment are the successors in title to the Original Grantor.

B. The Original Easement was amended by that certain Amendment to Conservation Easement (the **“First Amendment”**), dated as of October 30, 2007, and recorded on November 5, 2007, in the records of the Clerk and Recorder of Madison County, Montana, at Document No. 122855.

C. The Original Easement was further amended and assigned to the Montana Land Reliance by the Assignment of and Second Amendment to Conservation Easement (the **“Assignment and Second Amendment”**), dated as of February 27, 2018 and recorded on April 6, 2018, in the records of the Clerk and Recorder of Madison County, Montana, at Document No. 177283. The Original Easement; First Amendment; and the Assignment and Second Amendment are hereafter collectively referred to as the **“Easement.”**

D. The Original Easement defined the **“Property”** encumbered by the Easement as the parcels of land described on Exhibit A to the Original Easement. The Assignment and Second Amendment made a minor amendment to the legal description of the parcels encumbered by the Easement, and created a new definition of the **“Easement Property”** which is the parcels described on Exhibit A (Corrected) attached to the Assignment and Second Amendment.

Grantors and the United States, along with other parties, intend to complete a land exchange (the **“Land Exchange”**) which includes, among other transfers, a conveyance of fee simple title from Grantors to the United States of certain portions of the Easement Property described in Exhibit B (attached hereto) (the **“Land Exchange-CE Property”**). The Parties intend for this Third Amendment and Assignment to be recorded simultaneously with the warranty deed conveying the Land Exchange-CE Property to the United States.

E. In conjunction with the Land Exchange, the Reliance intends to fully assign to the United States all of its rights and obligations under the Easement associated with the Land Exchange-CE Property; and the Reliance intends to retain all of its rights and obligations under the Easement associated with all of the Easement Property except for the Land Exchange-CE Property. Where expressly indicated, this Third Amendment and Assignment affects all of the Easement Property

described in Recital D above. Otherwise, this Third Amendment and Assignment affects only the Land Exchange-CE Property.

F. Grantors, the Reliance, and the United States desire that the Reliance's rights and obligations under the Easement as to the Land Exchange-CE Property be assigned and transferred to the United States, and assumed by the United States as permitted by Section 5 of the Original Easement.

G. The United States is a "qualified organization" within the meaning of IRS Section 170(h)(3).

H. Montana's Open Space Land and Voluntary Conservation Easement Act specifically authorizes assignments of conservation easements at Montana Code Annotated (MCA) Section 76-6-205.

THIRD AMENDMENT AND ASSIGNMENT OF CONSERVATION EASEMENT ON PROPERTY WITHIN LAND EXCHANGE

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Grantors, the Reliance, and the United States hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated into this Third Amendment and Assignment in full.
2. **Assignment of Easement on Land Exchange-CE Property to the United States.** For and in consideration of the sum of \$10.00 and other good and valuable consideration, the Reliance hereby transfers, sets over, assigns, and conveys unto the United States, without limitation, all of the Reliance's rights, title, interests, claims, and obligations in and to the Easement as to the Land Exchange-CE Property described in Exhibit B hereto, pursuant to Section 5 of the Original Easement and in accordance with Section 76-6-205, MCA. The United States hereby accepts such assignment and transfer of the Easement as to the Land Exchange-CE Property and assumes such rights, title, interest, claims, and obligations from the Reliance. As to the Land Exchange-CE Property, the United States agrees to enforce the terms and conditions of the Easement in perpetuity, as set forth in Item 6. below, which meets the meaning of the Montana Open Space Land and Voluntary Conservation Easement Act, Section 76-6-101 et seq., MCA. The Reliance does not assign or transfer to the United States any interest in the Easement as to any portion of the Easement Property except for the Land Exchange-CE Property.
3. **Delivery of records.** The Reliance acknowledges that upon the complete execution of this Third Amendment and Assignment, Grantors shall have no obligation of any kind to the Reliance with respect to the Land Exchange-CE Property, and the Reliance shall have no rights or obligation with respect to the Land Exchange-CE Property. The Reliance shall transfer and deliver to the United States all original documentary evidence or, at the Reliance's discretion, photocopies or electronic images of such documentary evidence, of the condition of the Land Exchange-CE Property during the Reliance's time of ownership of the Easement, including, but not limited to, all baseline documentation reports, all monitoring

reports, and all restoration and easement monitoring plans (if any), and all correspondence in its possession of any kind relating to inspection and monitoring of the Land Exchange-CE Property.

4. **Payment of stewardship fee.** Grantors' agreement to make stewardship contributions to the Reliance, as described in Paragraph 5 of the Assignment and Second Amendment, shall remain the responsibility of Yellowstone Mountain Club LLC and Yellowstone Development LLC. The United States shall not be responsible for making any stewardship contributions to the Reliance. In addition, Grantors shall not have any obligation to fund the United States' costs and expenses incurred in fulfilling the United States' obligations under the Easement with respect to the Land Exchange-CE Property.
5. **Consent of lessee to Assignment of Easement on the Land Exchange-CE Property.** Grantor Boyne USA, Inc., in its capacity as lessee of a portion of the Easement Property owned by Yellowstone Mountain Club, LLC and Yellowstone Development, LLC and located in the SE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, Township 6 South, Range 2 East, P.M.M, Madison County, Montana, pursuant to that certain Ground Lease, effectively dated November 1, 2005, hereby expressly acknowledges and agrees to the assignment of the Easement on the Land Exchange-CE Property to the United States and the United States' assumption of rights to enforce the Easement as to the Land Exchange-CE Property. An Abstract and Memorandum of Ground Lease was recorded on December 6, 2007, as Doc. No. 123420, records of Madison County, Montana.
6. **Additional Amendments to Easement.** By this Third Amendment and Assignment, the following amendments are also made to the Easement:
 - a. Paragraph 1.1 on page 2 of the Original Easement is hereby deleted in its entirety and is replaced by the following new Paragraph 1.1:

1.1 **Purpose.** The purpose of this Conservation Easement is to assure that the Conservation Values will be maintained in perpetuity and to prevent any use of or activity on the Easement Property that will significantly impair the Conservation Values. Grantors intend that this Easement will limit the use of the Easement Property to such activities as are consistent with that purpose. At any time when any portion of the Land Exchange-CE Property is owned in fee simple title by the United States, management of such portion of the Land Exchange-CE Property by the United States Forest Service in accordance with the Forest Service's land management authorities, including applicable statutes, regulations, and planning decisions, whether in place now or in the future, (the "**Forest Service Land Management Authorities**") shall be deemed consistent with maintaining the Conservation Values and preventing any use of or activity on the Land Exchange-CE Property that will significantly impair the Conservation Values. These conservation purposes are pursuant to IRS Code Section 170(h).
 - b. Paragraph 2.1 on page 3 of the Original Easement is hereby deleted in its entirety and is replaced by the following new Paragraph 2.1:

2.1 Identification and Protection. Grantees shall identify, preserve and protect in perpetuity the Conservation Values, subject, however, to Grantors' reserved rights herein and subject to all third party rights of record in the Easement Property, if any, existing at the time of conveyance of this Easement and not subordinated to this Easement. During any time when any portion of the Land Exchange-CE Property is owned in fee simple title by the United States and the United States holds any of the rights granted to Grantee in the Easement, the United States shall have satisfied its obligations provided in this Section 2.1 by managing the land in accordance with the Forest Service Land Management Authorities.

- c. Paragraph 2.3 on page 3 of the Original Easement is hereby deleted in its entirety and is replaced by the following new Paragraph 2.3:

2.3 Enforcement. Grantees shall enforce this Easement as provided in Section 6. During any time when any portion of the Land Exchange-CE Property is owned in fee simple title by the United States and the United States holds any of the rights granted to Grantee in the Easement, the United States shall have satisfied its enforcement obligations as to the Land Exchange-CE Property pursuant to this Section 2.3 by managing the land in accordance with Forest Service Land Management Authorities.

During any time when the Land Exchange-CE Property is owned in fee simple title by a party other than the United States and the United States holds any of the rights granted to Grantee in the Easement, the United States will be responsible for enforcing this Easement.

- d. Paragraph 2.4 on page 3 of the Original Easement is hereby deleted in its entirety and is replaced by the following new Paragraph 2.4:

2.4 Monitoring. Grantee shall have the responsibility to monitor on site Grantor's compliance with this Easement and shall inspect the Easement Property subject to the Easement at minimum once each year, in accordance with the monitoring plan (Exhibit C to the Original Easement). Grantee shall document the results of the monitoring and provide copies of the annual monitoring reports to Grantor and to the Forest Supervisor, Gallatin National Forest. During any time when any portion of the Land Exchange-CE Property is owned in fee simple title by the United States and the United States holds any of the rights granted to Grantee in the Easement, the United States shall have satisfied its monitoring obligations as to the Land Exchange-CE Property pursuant to this Section 2.3 by remaining in compliance with the Forest Service Land Management Authorities. In that instance Grantors have no obligation to reimburse any expenses to the United States.

During any time when the Land Exchange-CE Property is owned in fee simple title by a party other than the United States and the United States holds any of the rights granted to Grantee in the Easement, the United States will be responsible for monitoring the landowner's compliance with the Easement.

- e. Paragraph 3 on page 4 of the Original Easement is hereby deleted in its entirety and is replaced by the following new Paragraph 3:

3. Prohibited Uses and Practices. There shall not be constructed on the Easement Property any permanent residential, industrial, or commercial development, except for ski runs, lifts, snow fences, signs, and related equipment and infrastructure servicing skiers and other winter alpine recreation users, each of which shall be allowed. Subject to the foregoing, Grantors relinquish the right to substantially alter the character of the Easement Property. Prior to any construction on the Easement Property, the Grantors and Grantee shall mutually agree upon the design and development plans for ski runs, lifts, and related facilities. Subject to the foregoing prohibition on any permanent residential, industrial, or commercial development, during any time when any portion of the Land Exchange-CE Property is owned in fee simple title by the United States, and the United States holds any of the rights granted to Grantee in the Easement, the United States shall be deemed to be in compliance with this Section 3 by managing the Land Exchange-CE Property in accordance with Forest Service Land Management Authorities.

- f. Paragraph 4 on page 4 of the Original Easement is hereby deleted in its entirety and is replaced by the following new Paragraph 4:

4. Permitted Uses and Reserved Right of Grantors. Grantors reserve to themselves and to their successors and assigns all rights of property ownership and possession not expressly prohibited by this Easement. Grantors expressly reserve the right to construct directional signs, emergency shelters, and hiking trails on the Easement Property, provided that the emergency shelters shall only be utilized for winter ski operations and shall be stocked with bear-proof supplies. On the Lone Peak Parcel [Parcel II described on Exhibit A attached hereto], Grantors expressly reserve the right to construct one small shelter, not to exceed one story in height and 100 square feet of internal space, for the use of ski patrol, to provide emergency shelter for winter recreational users, and to house communication facilities. Overnight lodging for hikers and other users shall not be allowed on the Easement Property. During any time when any portion of the Land Exchange-CE Property is owned in fee simple title by the United States, the United States shall be deemed to be in compliance with this Section 4 by managing the Land Exchange-CE Property in accordance with Forest Service Land Management Authorities.

- g. Paragraph 8.2 on page 6 of the Original Easement is hereby deleted in its entirety and is replaced by the following new Paragraph 4:

8.2. Indemnities. Grantors shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively “Indemnified Parties”) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation,

reasonable attorneys' fees, arising from or in any way connected with (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent of the adjudicated proportionate fault of any of the Indemnified Parties; (ii) the obligations specified in Section 6; and (iii) the obligations arising from past, present or future presence of any hazardous substance on the Easement Property, and any obligation associated with the cleanup of any such hazardous substance or the containment of its impact.

For purposes of this Easement, the term "hazardous substance" means (i) any chemical, compound, material, nature or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to any federal, state or local law, regulation or ordinance as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "EP toxicity" and (ii) any petroleum, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources.

Except to the extent of the adjudicated proportionate fault of Grantors or their agents or employees, Grantee shall hold harmless and indemnify Grantors and their agents, employees, personal representatives, successors and assigns from and against all liabilities, claims, penalties, costs, demands or judgments, including reasonable attorneys' fees, arising from or in any way connected with injury to employees, agents, officers, or directors of Grantee while on the Easement Property in the course of carrying out the duties and obligations of Grantee under the terms of this Easement.

During any time when any portion of the Land Exchange-CE Property is owned in fee simple title by the United States, and/or the United States holds any of the rights granted to Grantee in the Easement, The United States will be liable under the provisions of Paragraph 8.2 only to the extent allowed under the Federal Tort Claims Act (28 U.S.C. Section 2671, et seq.).

7. **Ratification of Easement and Integration of Documents.** Except as the Easement is expressly amended by this Third Amendment and Assignment, all of the terms and conditions of the Easement are hereby restated and reaffirmed without change by Grantors and the United States, and shall remain in full force and effect as to the Easement Property. Grantors and the United States intend that the Easement and this Third Amendment and Assignment will be fully integrated with and shall be interpreted, construed, and enforced as one document only.

8. **Counterparts.** This Instrument may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Third Amendment and Assignment is effective upon recording in the Office of the Clerk and Recorder of Madison County, Montana.

[Signature pages follow.]

GRANTORS:

YELLOWSTONE MOUNTAIN CLUB, LLC,
a Montana limited liability company

[signature block]

YELLOWSTONE DEVELOPMENT, LLC,
a Montana limited liability company

[signature block]

BOYNE USA, INC.

[signature block]

THE RELIANCE:

THE MONTANA LAND RELIANCE, a Montana non-profit corporation

By: _____
[Printed Name]
Its _____

ACKNOWLEDGMENT

STATE OF MONTANA)
 : ss.
County of Lewis and Clark)

On this _____ day of _____, 202__, before me, the undersigned a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the _____ of the Montana Land Reliance, a Montana non-profit corporation therein named, and acknowledged to me that such corporation executed the same.

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

Notary Signature: _____
Notary Public for the State of Montana

(NOTARIAL SEAL)

United States Department of Agriculture,
Forest Service

ACKNOWLEDGMENT

On this _____ day of _____, 202__, before me, the undersigned, a Notary Public for the State of Montana personally appeared _____, as _____, Forest Service, Department of Agriculture, the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that he/she is the _____, and that said instrument was executed on behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he/she did further acknowledge that he/she executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

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

Notary Signature: _____
Notary Public for the State of Montana

(NOTARIAL SEAL)

Exhibit A

Easement Property

PARCEL I:

Township 7 South, Range 2 East, P.M.M., Madison County. Montana

Section 3: NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 4: SE $\frac{1}{4}$
Section 9: W $\frac{1}{2}$
Section 15: W $\frac{1}{2}$ SW $\frac{1}{4}$
Section 23: All

Township 6 South, Range 2 East, P.M.M., Madison County. Montana

Section 34: SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL II (Lone Peak Parcel):

Township 6 South, Range 2 East, P.M.M., Madison County. Montana

Section 26: Lot 4, as shown on Bureau of Land Management Plat for Montana Group Number 919, Township 6 South, Range 2 East, Section 26, P.M.M., Madison County, Montana, filed in Montana State BLM Office, August 23, 2004. (Deed Reference in Book 523, Page 638, under Document No. 103573, records of Madison County, Montana)

[End of Exhibit A]

Exhibit B

Land Exchange-CE Property

Township 7 South, Range 2 East, P.M.M., Madison County. Montana

Section 4: SE $\frac{1}{4}$

Section 9: All lands in the W $\frac{1}{2}$ lying west of Trail No. 8's current alignment as measured from 30 feet east of the Trail's centerline

Section 15: All lands in the W $\frac{1}{2}$ SW $\frac{1}{4}$ lying west of Trail No. 8's current alignment as measured from 30 feet east of the Trail's centerline

[End of Exhibit B]

Indexed 11/21
Platted 11/21

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BOOK 437 P. 793

(4)

After recording return to:
Michael W. Doyle
Doyle, Gartland, Nelson, McCleery & Wade, P.C.
44 Club Road, Suite 200
Eugene, OR 97401

CONSERVATION EASEMENT

DATE:

June 2, 1999

PARTIES:

BLIXSETH GROUP, INC., an Oregon corporation
and C.E. HOLLIMAN & ASSOCIATES, INC.,
an Oregon corporation ("Grantors")

and

BIGHORN INSTITUTE,
a California non-profit corporation ("Grantee")

GRANTORS' LANDS: The Grantors are the owners in fee simple of certain real property located in Madison County, Montana, more particularly described on Exhibit A, and on Exhibit B (map) which are both attached hereto and incorporated herein (the "Property").

RECITALS:

A. The parties desire to preserve insofar as reasonably possible the natural habitat of the Property for conservation purposes and to prevent any unsightly developments that will tend to mar or detract from such natural beauty or to degrade the character of the Property.

PAGE 1 - CONSERVATION EASEMENT

GSA
JLN
DS

B. The Property has significant natural habitat, scenic and open space values as recognized in the Montana Open Space Land and Voluntary Conservation Easement Act, Montana Code Annotated (MCA) Section 76-6-101, et seq.

C. The Property constitutes a valuable element of the natural habitat of the Buck Ridge/Pioneer Mountain area and its scenic, open space, and ecological values, including flora, fauna, soils, water resources, and habitat for various species of wildlife ("Conservation Values"), which are of great importance to Grantors and to the people of the State of Montana, and are worthy of preservation.

D. The State of Montana has recognized the importance of private efforts toward voluntary conservation of private lands in the State by the enactment of MCA Sections 76-6-101, et seq., and 76-6-201, et seq.

E. Grantee is a qualified organization under MCA Sections 76-6-104(5) and 76-6-204, organized to conserve land for natural habitat, scenic, and open space purposes, and is an organization described in Section 170(h)(3) of the Internal Revenue Code of 1997 (hereinafter the "Code") qualified to receive and hold conservation easements.

AGREEMENTS:

1. **Grant of Easement.** In consideration of the mutual benefits and requirements of the Option Agreement for the Acquisition of Big Sky Lumber Co. Lands and the Exchange Agreement dated January 29, 1999 entered into by the parties pursuant to the Gallatin Land Consolidation Act of 1998 (Public Law 105-267) and MCA Section 76-6-201, et seq., and in consideration of the covenants hereinafter contained, Grantors hereby transfer, grant, and convey to the Grantee in perpetuity an easement and right in perpetuity to any and all portions of the Property on the terms and conditions specified herein.

1.1. **Purpose.** The purpose of this Easement is to assure that the Conservation Values will be maintained forever and to prevent any use of or activity on the Property that will significantly impair those Values. Grantors intend that this Easement will limit the use of the Property to such activities as are consistent with that purpose. These conservation purposes are pursuant to IRS Code Section 170(h).

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1.2 Perpetual Restrictions. This Easement shall run with and burden title to the Property in perpetuity, and shall bind Grantors and all future owners and tenants.

1.3 Dedication. The Property is hereby declared to be open space and natural land, and may not, except as specifically provided herein, be converted from open space and natural land.

2. Rights of the Grantee.

2.1 Identification and Protection. Grantee shall identify, preserve and protect in perpetuity the Conservation Values, subject, however, to Grantors' reserved rights herein and subject to all third party rights of record in the Property, if any, existing at the time of conveyance of this Easement and not subordinated to this Easement.

2.2 Access. Upon prior written reasonable notice to Grantors, Grantee shall have the right to enter upon the Property and inspect the same in order to monitor compliance with this Easement, provided Grantee does not unreasonably interfere with the use of the Property by Grantors. Nothing herein confers any rights to third parties or the public to enter upon the Property, or confers any right on Grantee to allow public access to the Property.

2.3 Enforcement. Grantees shall enforce this Easement as provided in Section 6.

2.4 Monitoring. Grantee shall have the responsibility to monitor on site Grantor's compliance with this Easement and shall inspect the Property subject to the Easement at minimum once each year, in accordance with the monitoring plan (Exhibit C). Grantee shall document the results of the monitoring and provide copies of the annual monitoring reports to Grantor and to the Forest Supervisor, Gallatin National Forest. Any out of pocket expenses incurred in fulfilling Grantee's obligation under this paragraph shall be reimbursed by Grantors promptly upon presentation of an itemization of such expenditures.

2.5 Contact Point. Grantors agree that, except for the notices of breach set forth in paragraph 6, all correspondence and notices from Grantee to Grantors shall be sent to Grantor Blixseth Group, Inc., at 71-534 Sahara Road, Rancho Mirage, CA 92270, who shall provide copies of such correspondence to Grantor Holliman.

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3. **Prohibited Uses and Practices.** There shall not be constructed on the Property any permanent residential, industrial or commercial development, except for ski runs and lifts, which shall be allowed. Grantors relinquish the right to substantially alter the character of the Property. Prior to any construction on the property, the Grantors and Grantee shall mutually agree upon the design and development plans for ski runs, lifts and related facilities.

4. **Permitted Uses and Reserved Right of Grantors.** Grantors reserve to themselves and their successors and assigns all rights of Property ownership and possession not expressly prohibited by this Easement. Grantors expressly reserve the right to construct directional signs, emergency shelters, and hiking trails on the Property, provided that the emergency shelters shall only be utilized for winter ski operations and shall be stocked with bear-proof supplies. Overnight lodging for hikers and other users shall not be allowed.

5. **Assignment.**

5.1 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties. Grantee may not assign its rights under this Conservation Easement without written consent of Grantors or their successors in interest, which consent shall not be unreasonably withheld. Any assignment by Grantee must be to a "Qualified Organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code. Any such Qualified Organization shall agree to enforce in perpetuity the conservation purpose of this Easement.

5.2 **Transfer.** At Grantors' election with agreement from Grantee, Grantee shall transfer Grantee's rights and obligations in this Easement to another IRS Section 501(c)(3) organization designated by Grantors, provided that the transferee is a "qualified organization" within the meaning of IRS Section 170(h)(3).

5.3 **Approval.** Any transfer or assignment of this Conservation Easement is subject to approval in writing by the Forest Supervisor, Gallatin National Forest, which approval shall not be unreasonably withheld.

6. **Breach, Restoration and Remedies.**

6.1 **Grantee's Remedies.** If Grantee determines that Grantors or a third party acting with Grantors' knowledge or consent is in violation of the terms of this Easement, Grantee shall give written notice to Grantors of such violation. In said notice of violation, Grantee shall demand corrective action sufficient to cure the violation and, where the violation

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involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, Grantee shall demand corrective action to restore the portion of the Property so injured. If deemed necessary by Grantee, Grantee may seek assistance and cooperation in enforcement from any interested third party.

6.2 Grantee's Address. Said notice shall be sent by registered or certified mail, return receipt requested, and shall be addressed to Grantee as follows:

Bighorn Institute
P.O. Box 262
Palm Desert, CA 92261

or to such other address as Grantors from time to time may be informed of in writing by Grantee.

6.3 Grantors' Addresses. Grantee's response to Grantors' notice shall be sent by registered or certified mail to each of the Grantors as follows:

Blixseth Group, Inc.
71-534 Sahara Road
Rancho Mirage, CA 92270

C.E. Holliman & Associates, Inc.
4575 NW Tam O'Shanter Way
Portland, OR 97229

or to such other address as Grantee from time-to-time may be informed of in writing by Grantors.

7. Baseline Inventory. Grantors have made available to Grantee prior to the execution of this Easement information sufficient to document the condition of the natural resources of the Property at the time of the grant of this Easement. The parties acknowledge that this information shall be compiled and developed into a final baseline inventory report as soon as is practically feasible after the grant of this Easement, in accordance with Treasury Regulation 1.170A-14(g)(5)(I). The final resource documentation report shall be on file with the Grantee. The baseline inventory shall be completed within nine months of the recording of this Easement.

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8. Miscellaneous Provisions..

8.1 Taxes and Costs. Grantors shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including responsibility for the control of noxious weeds in accordance with Montana law. Grantors shall pay any and all taxes, assessments, fees and charges levied by competent authority on the Property. Any lawful tax or assessment on this Easement shall be paid by Grantor. Commencing the month after this Easement is recorded, Grantor shall make 10 consecutive monthly contributions to Grantee of \$4,000 each contribution for a total of \$40,000.

8.2. Indemnities. Grantors shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with (I) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent of the adjudicated proportionate fault of any of the Indemnified Parties; (ii) the obligations specified in Section 6; and (iii) the obligations arising from past, present or future presence of any hazardous substance on the Property, and any obligation associated with the cleanup of any such hazardous substance of the containment of its impact.

For purposes of this Easement, the term "hazardous substance" means (I) any chemical, compound, material, nature or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to any federal, state or local law, regulation or ordinance as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "EP toxicity" and (ii) any petroleum, natural gas, natural gas liquid, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources.

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Except to the extent of the adjudicated proportionate fault of Grantors or their agents or employees, Grantee shall hold harmless and indemnify Grantors and their agents, employees, personal representatives, successors and assigns from and against all liabilities, claims, penalties, costs, demands or judgments, including reasonable attorneys' fees, arising from or in any way connected with injury to employees, agents, officers, or directors of Grantee while on the Property in the course of carrying out the duties and obligations of Grantee under the terms of this Easement.

8.3 Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantors and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement under any applicable laws, including Section MCA 76-6-101, et seq., and the Internal Revenue Code. Any amendment must be consistent with the conservation purpose of this Easement, may not affect its perpetual duration, and either must enhance, or must have effect on, the Conservation Values which are promoted by this Easement. Any amendment must be in writing, signed by both parties, approved by the Forest Supervisor, Gallatin National Forest, and recorded in the official records of Madison County, Montana.

8.4 Partial Invalidity. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

8.5 Governing Law. In the event any dispute arises over the interpretation or enforcement of the terms and conditions of this Easement, the laws of the State of Montana shall govern resolution of such dispute.

8.6 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of MCA Section 76-6-101, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

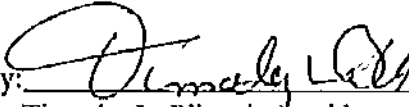
8.7 Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.

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8.8. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

GRANTORS:

BLIXSETH GROUP, INC.

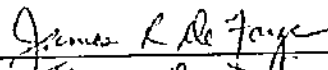
By: 
Timothy L. Blixeth, President

C.E. HOLLIMAN & ASSOCIATES, INC.

By: 
Charles E. Holliman, President

GRANTEE:

BIGHORN INSTITUTE

By: 
Name: JAMES R. DeFORGE
Title: EXECUTIVE DIRECTOR

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STATE OF Montana)
) ss.
 County of Madison)

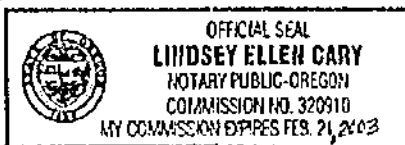
The foregoing instrument was acknowledged before me on December 28, 1999, 1999 by TIMOTHY L. BLIXSETH, as President of BLIXSETH GROUP, INC.



Catherine Thompson
 Notary Public for the State of Montana
 My Commission Expires: Nov. 1, 2003

STATE OF OREGON)
) ss.
 County of Multnomah)
Washington

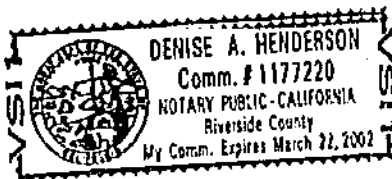
The foregoing instrument was acknowledged before me on December 23, 1999 by CHARLES E. HOLLIMAN, as President of C.E. HOLLIMAN & ASSOCIATES, INC.



Lindsey Ellen Cary
 Notary Public for Oregon
 My Commission Expires: 2-21-03

STATE OF California)
) ss.
 County of Riverside)

The foregoing instrument was acknowledged before me on December 21, 1999 by JAMES R DE FORGE, as EXECUTIVE DIRECTOR of BIGHORN INSTITUTE.



Denise A. Henderson
 Notary Public for State of California
 My Commission Expires: March 22, 2002

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APPROVED BY:

UNITED STATES DEPARTMENT OF
AGRICULTURE, FOREST SERVICE

By: David P. Garber
Name: David P. Garber 12.21.99
Title: Forest Supervisor, Gallatin National Forest

EXHIBIT A

BOOK 437 PAGE 803

Township 7 South, Range 2 East, P.M.M., Madison County

Section 3:	NW $\frac{1}{4}$ of the NW $\frac{1}{4}$	(40 acres)
Section 4:	SE $\frac{1}{4}$	(160 acres)
Section 9:	W $\frac{1}{2}$	(320 acres)
Section 15:	W $\frac{1}{2}$ of the SW $\frac{1}{4}$	(80 acres)
Section 23:	All	(640 acres)

Township 6 South, Range 2 East, P.M.M., Madison County

Section 26:	SW $\frac{1}{4}$ of the SW $\frac{1}{4}$	(20 acres \pm)
Section 34:	SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$	(200 acres)

Approximate Total	1,460 Acres
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EXHIBIT C

MONITORING PLAN

Bighorn Institute is the Grantee of a Conservation Easement over approximately 1,460 acres of wilderness area in Big Sky, Montana. The Conservation Easement is dated June 2, 1999. A legal description of the property is attached as Exhibit A. In order to meet its monitoring obligations under the Easement, Bighorn Institute will:

1. **Initial Inspection.** Within 30 days of the recordation of the Conservation Easement, Bighorn Institute will physically inspect all of the sections of real property subject to the Conservation Easement. The Institute, or its designee, will take an inventory of the flora, fauna, water resources and habitat for various species of wildlife specified as "conservation values" in the Easement. The initial inspection shall also confirm that no permanent residential, industrial or commercial development, except for ski runs and ski lifts, have been or are being constructed on the property subject to the Conservation Easement. Pictures will also be taken of the current state of the property subject to the Easement.

2. **Periodic Inspections.** When there is access to the property, during the time that the Yellowstone Club facilities are still being constructed, Bighorn Institute shall physically inspect the property every other month to be sure that the conservation values are still intact and that the restrictions on development contained within the Easement are being honored. After the Yellowstone Club facilities have been completed, monitoring shall continue with Bighorn Institute inspecting and monitoring the easement and lands on site at a minimum once each year. Bighorn Institute shall document the results of monitoring, and provide annual monitoring reports to Blixseth Group, Inc., C.E. Holliman & Associates, Inc., their successors and assigns and to the Forest Supervisor, Gallatin National Forest.

3. **Notification.** Bighorn Institute shall notify the Yellowstone Mountain Club Property Owners Association, c/o William T. Wagner, Garlington, Lohn & Robinson, PLLP, 199 West Pine, P.O. Box 7909, Missoula, MT 59807-7909, of its monitoring function and will request that Association contact the Institute if it, or any of its members, detects any violations of the Conservation Easement.

4. **Cost Reimbursement.** Bighorn Institute shall keep track of all of its out of pocket expenses in complying with its monitoring obligations under the Conservation Easement. An invoice will be presented to Blixseth Group, Inc. for the reimbursement of such expenses which shall be paid within 30 days of presentation. Expenses to be reimbursed shall include air travel to and from Bozeman, Montana, car rental, meals, lodging, telephone charges, and all other incidental expenses related to the monitoring activities.

5. **Enforcement.** If a violation of the Conservation Easement is detected, Bighorn Institute will give written notice of the violation to Blixseth Group, Inc. and shall demand corrective action under paragraph 7 of the Conservation Easement. If the violation of the Conservation Easement is not corrected within 30 days of the written demand, Bighorn Institute shall consult legal counsel.

Dated: DECEMBER 27, 1999...

BIGHORN INSTITUTE

By: James R. DeForge
 Name: JAMES R. DEFORGE
 Title: EXECUTIVE DIRECTOR

Filed for record on the 1st day of FEBRUARY A.D. 2000
 at 11:05 o'clock A. M. and recorded in Book 437 RETURNED or
 Page 793-806 Records of Madison County, Montana.
 By Peggy Kaatz By _____
PEGGY KAATZ, County Recorder Deputy
 Fee \$ 84.00 Return to MADISON COUNTY TITLE CO.

After recording return to:

J. Craig Williams, Esq.

WLF | The Williams Law Firm, PC

100 Bayview Circle, South Tower, Suite 330

Newport Beach, CA 92660-2984

122855 RECORDS Pages: 2

STATE OF MONTANA MADISON COUNTY

RECORDED: 11/05/2007 9:45 KOI: EA

Peggy Kaatz CLERK AND RECORDER

FEE: \$22.00

BY: 

TO: WILLIAMS LAW FIRM 100 BAYVIEW CIR, SO TOWER, STE 330,

AMENDMENT TO CONSERVATION EASEMENT

Blixseth Group, Inc., an Oregon corporation, and C.E. Holliman & Associates, Inc., an Oregon corporation, as Grantors, and Bighorn Institute, a California non-profit corporation, of P.O. Box 262, Palm Desert, CA 92661, as Grantee, entered into that certain conservation easement recorded February 1, 2000, in Book 437, Pages 793-806, records of Madison County, Montana ("Conservation Easement"). The real property described in the Conservation Easement has subsequently been conveyed to Yellowstone Mountain Club, LLC and Yellowstone Development, LLC, both Montana limited liability companies, (collectively, "Yellowstone"). After this conveyance, Bighorn Institute has continued to hold that Conservation Easement and fulfill the terms of the Monitoring Plan as provided by that Conservation Easement with periodic reporting to the United States Department of Agriculture, U.S. Forest Service.

For valuable consideration, the receipt of which is acknowledged, Yellowstone and Bighorn Institute agree to amend the Conservation Easement as follows:

1. Yellowstone agrees to pay to Bighorn Institute \$25,000.00, starting July 30, 2006, for the 2006 calendar year, on an annual basis thereafter, due July 30 of each year for the calendar year's services, to hold the Conservation Easement and fulfill the terms of the Monitoring Plan, due within 30 days of submission. Yellowstone agrees to reimburse Bighorn Institute for travel and lodging expenses required to fulfill the terms of the Monitoring Plan. Yellowstone agrees to reimburse Bighorn Institute's travel and lodging expenses within 30 days of its submission of each expense invoice to Yellowstone; and,
2. All other terms and conditions of the Conservation Easement and Monitoring Plan shall remain in full force and effect.

BIGHORN INSTITUTE

Dated: Oct 30, 2007

By: James R. DeForge
James R. DeForge, its Executive Director

**YELLOWSTONE MOUNTAIN CLUB, LLC AND
YELLOWSTONE DEVELOPMENT, LLC**

Dated: Oct 26, 2007

By: Timothy L. Blixseth
Its: President & Manager Blixseth Group, Inc.
by Michael W. DeG, attorney in fact

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

On 10/30, 2007, before me, Jill Robholm Notary Public, personally appeared James R. DeForge, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



A handwritten signature of Jill Robholm in black ink, written over a horizontal line.

WASHINGTON
STATE OF MONTANA)
) ss.
County of KING)

On this 21st day of October, 2007, before me, a Notary Public in and for said State, personally appeared Michael Doyle of Yellowstone Mountain Club, LLC and Yellowstone Development, LLC, and acknowledged to me that he executed the same pursuant to the power and authority vested in him.

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



A handwritten signature of Janelle Manns in black ink, written over a horizontal line.
Notary Public
Residing at: SEATTLE, WA
My Commission Expires: JULY 1, 2008

After recording, return to
The Montana Land Reliance
P.O. Box 355
Helena, MT 59624



Doc #: 177283 Pages: 12 Book: Page:

STATE OF MONTANA MADISON COUNTY

Recorded 4/6/2018 3:10 PM KOI: ASSIGN

Kathleen Humme, CLERK & RECORDER

Fee: \$ 84.00

BY:

To: MONTANA LAND RELIANCE, PO BOX 355, HELENA MT 59624

AR

Dula McKenzie, Deputy

ASSIGNMENT OF
AND
SECOND AMENDMENT TO CONSERVATION EASEMENT

This Assignment of and Second Amendment to Conservation Easement ("Assignment and Second Amendment") is made and entered into effective this 27th day of February, 2018, by and between the following parties:

Grantors:

As to PARCEL I of **Exhibit A (Corrected)**, attached hereto and incorporated herein by this reference:

1. YELLOWSTONE MOUNTAIN CLUB, LLC, a Montana limited liability company, with its principal office at One Yellowstone Club Trail, Big Sky, Montana 59716;
2. YELLOWSTONE DEVELOPMENT, LLC, a Montana limited liability company, with its principal office at One Yellowstone Club Trail, Big Sky, Montana 59716; and

As to PARCEL II of **Exhibit A (Corrected)**:

3. BOYNE USA, INC., a Michigan corporation, with its principal office at 19 Boyne Mountain Road, Boyne Falls, Michigan 49713.

collectively referred to herein as "Grantors".

Assignor:

BIGHORN INSTITUTE, a California non-profit corporation, with a principal office located at 51000 State Highway 74, P.O. Box 262, Palm Desert, California 92261 ("Bighorn").

Assignee:

THE MONTANA LAND RELIANCE, a Montana non-profit corporation, with a principal office at 324 Fuller Avenue, P.O. Box 355, Helena, Montana 59624 ("the Reliance").

Recitals

A. Blixseth Group, Inc., an Oregon corporation, and C.E. Holliman & Associates, Inc., an Oregon corporation, as grantors (collectively, "Original Grantor"), and Bighorn entered into that certain Conservation Easement ("Original Easement"), dated as of June 2, 1999, and recorded in the records of the Clerk and Recorder of Madison County, Montana, at Book 437, Page 793, as amended by that certain Amendment to Conservation Easement ("First Amendment"), dated as of October 30, 2007, and recorded on November 5, 2007, in the records of the Clerk and Recorder of Madison County, Montana, at Document No. 122855 (as amended, hereafter collectively referred to as the "Easement").

B. The Easement described the encumbered real property located in Madison County, Montana, on Exhibit A attached to the Easement. However, neither Original Grantor, nor its successors and assigns, ultimately acquired the entire SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26 as described in said Exhibit A. Instead, the United States Bureau of Land Management completed a survey and the United States issued a patent to the Original Grantor to the following described real property ("Lone Peak Parcel"):

Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Section 26, Lot 4, as shown on Bureau of Land Management Plat for Montana Group Number 919, Township 6 South, Range 2 East, Section 26, P.M.M., Madison County, Montana, filed in Montana State BLM Office, August 23, 2004. (Deed Reference in Book 523, Page 638, under Document No. 103573, records of Madison County, Montana).

C. As a result of the Easement encumbering only Lot 4 in Section 26, instead of the entire SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26, the parties desire to amend the legal description in Exhibit A to the Easement as reflected in **Exhibit A (Corrected)**, attached hereto and incorporated herein by this reference ("Easement Property"). The real property in **Exhibit A (Corrected)**, and herein referred to as the Easement Property, shall now define the term "Property" in the Easement, as defined in Recital A above, and in this Assignment and Second Amendment. **Exhibit A (Corrected)** describes Lone Peak Parcel as Parcel II. D. The Original Grantor conveyed the balance of the Easement Property (*i.e.* all parts of the Easement Property except the Lone Peak Parcel) to Yellowstone Mountain Club, LLC, and Yellowstone Development, LLC. Boyne USA, Inc., ultimately acquired title to and currently owns the Lone Peak Parcel.

F. Grantors, Bighorn, and the Reliance desire that Bighorn's rights and obligations under the Easement be assigned to the Reliance.

G. The United States of America, acting by and through the United States Department of Agriculture (USDA) and the Custer Gallatin National Forest, has an interest in the Easement and, by the terms of the Easement, must approve transfers and assignments.

H. Montana's Open Space Land and Voluntary Conservation Easement Act

specifically authorizes assignments of conservation easements at Montana Code Annotated (MCA) Section 76-6-205.

SECOND AMENDMENT AND ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Grantors, Bighorn, and the Reliance hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated into this Assignment and Second Amendment in full.
2. Amendment of legal description. Exhibit A to the Easement, including the First Amendment thereto, is hereby deleted in its entirety and replaced with the legal description of the Easement Property set forth in **Exhibit A (Corrected)** to this Assignment and Second Amendment.
3. Assignment of Easement to the Reliance. For and in consideration of the sum of \$10.00 and other good and valuable consideration, Bighorn hereby transfers, sets over, assigns, and conveys unto the Reliance, without limitation, all of Bighorn's rights, title, interests, claims, and obligations in and to the Easement Property described in **Exhibit A (Corrected)** hereof, pursuant to Section 5 of the Easement and in accordance with Section 76-6-205, MCA. The Reliance hereby accepts such assignment and assumes such rights, title, interest, claims, and obligations from Bighorn. The Reliance agrees to enforce the terms and conditions of the Easement in perpetuity, within the meaning of the Montana Open Space Land and Voluntary Conservation Easement Act, Section 76-6-101 et seq., MCA.
4. Delivery of records. Bighorn acknowledges that upon the complete execution of this Assignment and Second Amendment, Grantors shall have no obligation of any kind to Bighorn. Bighorn shall transfer and deliver to the Reliance all original documentary evidence of the condition of the Easement Property during its time of ownership of the Easement, including, but not limited to, all baseline documentation reports, all monitoring reports, and all restoration and easement monitoring plans (if any), and all correspondence in its possession of any kind relating to inspection and monitoring of the Easement.
5. Payment of stewardship fee. On behalf of themselves and their successors and assigns, Yellowstone Mountain Club, LLC, and Grantor Yellowstone Development, LLC, hereby expressly agree that they shall make an Easement stewardship fee contribution to the Reliance totaling \$200,000.00, payable in ten (10) annual installments of \$20,000.00 per year, beginning on or before the date this Assignment and Second Amendment is recorded and on each anniversary date of this Assignment and Second Amendment, through the year 2026. The purpose of these payments is to enable the Reliance to fund in perpetuity the Reliance's costs and expenses incurred in fulfilling the Reliance's obligations under the Easement. Yellowstone Mountain Club, LLC, and Yellowstone Development, LLC, expressly acknowledge and agree that their liability to the Reliance

for payment of the stewardship fee described in this paragraph 5 shall be joint and several, and that the Reliance is accepting assignment of this Assignment and Second Amendment in express reliance on Yellowstone Mountain Club, LLC's and Yellowstone Development, LLC's agreement to pay this stewardship fee. Boyne USA, Inc., shall have no obligation to pay or contribute any amount in stewardship fees, or any other fees, to the Reliance pursuant to this paragraph 5.

6. Termination of annual payment provision. Grantors' reimbursement obligations set out in Section 2.4 of the Easement and in Paragraph 1 of the First Amendment are hereby deleted in their entirety, and Grantors shall accordingly have no ongoing obligation to fund the Reliance's costs and expenses incurred in fulfilling the Reliance's obligations under the Easement, including the obligation specifically noted in the First Amendment to pay the Reliance, as successor Grantee, \$25,000 annually to hold the Easement.
7. Consent of lessee to assignment. Boyne USA, Inc., in its capacity as lessee of a portion of the Easement Property owned by Yellowstone Mountain Club, LLC and Yellowstone Development, LLC and located in the SE¼ and SE¼NE¼ of Section 34, T6S, R2E, P.M.M, Madison County, Montana, pursuant to that certain Ground Lease, effectively dated November 1, 2005, hereby expressly acknowledges and agrees to the assignment of the Easement to the Reliance and the Reliance's assumption of rights to enforce the Easement. An Abstract and Memorandum of Ground Lease was recorded on December 6, 2007, as Doc. No. 123420, records of Madison County, Montana.
8. Additional Amendments to Easement. By this Assignment and Second Amendment, the following amendments are also made to the Easement:
 - a. **Paragraph 3 on page 4 of the Original Easement is hereby deleted in its entirety and is replaced by the following new Paragraph 3:**

“3. Prohibited Uses and Practices. There shall not be constructed on the Property any permanent residential, industrial, or commercial development, except for ski runs, lifts, snow fences, signs, and related equipment and infrastructure servicing skiers and other winter alpine recreation users, each of which shall be allowed. Subject to the foregoing, Grantors relinquish the right to substantially alter the character of the Property. Prior to any construction on the property, the Grantors and Grantee shall mutually agree upon the design and development plans for ski runs, lifts, and related facilities.”
 - b. **Paragraph 4 on page 4 of the Original Easement is hereby deleted in its entirety and is replaced by the following new Paragraph 4:**

4. Permitted Uses and Reserved Right of Grantors. Grantors reserve to themselves and to their successors and assigns all rights of property ownership and possession not expressly prohibited by this Easement. Grantors expressly reserve the right to construct directional signs,

emergency shelters, and hiking trails on the Property, provided that the emergency shelters shall only be utilized for winter ski operations and shall be stocked with bear-proof supplies. On the Lone Peak Parcel, Grantors expressly reserve the right to construct one small shelter, not to exceed one story in height and 100 square feet of internal space, for the use of ski patrol, to provide emergency shelter for winter recreational users, and to house communication facilities. Overnight lodging for hikers and other users shall not be allowed on the Property.

9. Ratification of Easement and Integration of Documents. Except as the Easement is expressly amended in Paragraphs 2, 5, 6, and 8, all of the terms and conditions of the Easement are hereby restated and reaffirmed without change by Grantors and the Reliance and shall remain in full force and effect as to the Easement Property, described in **Exhibit A (Corrected)**. Grantors and the Reliance intend that the Easement and this Assignment and Second Amendment will be fully integrated with and shall be interpreted, construed, and enforced as one document only.
10. Counterparts. This Instrument may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

YELLOWSTONE DEVELOPMENT, LLC,
a Montana limited liability company

By: YC HOLDINGS LLC,
a Delaware limited liability company,
its sole member

By: CH YC MANAGER LLC,
a Delaware limited liability company, its sole
manager

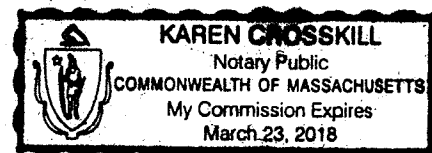
By: Patrick O'Sullivan
Name: Patrick O'Sullivan
Title: Chief Financial Officer

Commonwealth of Massachusetts)
County of Suffolk) ss:

On this 7th day of February, 2018, before me appeared Patrick O'Sullivan, to me personally known or proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached instrument, who, being by me duly sworn (or affirmed), did say that he signed said instrument voluntarily for its stated purpose as the Chief Financial Officer of CH YC Manager LLC, a Delaware limited liability company, in its capacity as the sole manager of YC Holdings LLC, a Delaware limited liability company, in its capacity as the sole member of Yellowstone Development, LLC, a Montana limited liability company.

Karen Crosskill
(official signature and seal of notary)
Notary Public
My commission expires: 3/23/18

{signatures continue on the following pages}



GRANTOR:

BOYNE USA, INC.

By: Roland Andreasson

Its: Chief Financial Officer

STATE OF Maine)
County of Cumberland) :ss.

This instrument was acknowledged before me on February 2,
20 18, by Roland Andreasson, as Chief Financial Officer of Boyne USA, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first
above written

[Signature]
Notary's signature / Maine Attorney (SEAL)

Affix seal/stamp as close to signatures as possible.

{signatures and notarization continues on the following pages}

ASSIGNOR:

BIGHORN INSTITUTE

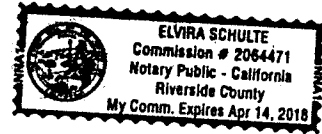
By: James R De Forge
JAMES R DEFORGE, Executive Director

STATE OF California)
:SS.
County of Riverside)

This instrument was acknowledged before me on January 18th,
20 18, by James R. DeForge, as Executive Director of Bighorn Institute. L

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first
above written.

Elvira Schulte
Notary's signature



(S E A L)

Affix seal/stamp as close to signatures as possible.

{signatures and notarization continues on the following pages}

ASSIGNEE:

THE MONTANA LAND RELIANCE

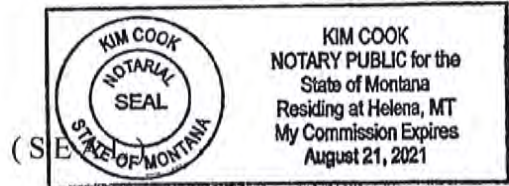
By: George S. Olsen
Name: George S. Olsen
Title: President

STATE OF Montana)
:ss.
County of Lewis & Clark)

This instrument was acknowledged before me on March 9,
20 18, by George S. Olsen, as President of The Montana Land
Reliance.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first
above written.

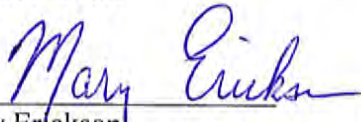
Kim Cook
Notary's signature



Affix seal/stamp as close to signatures as possible.

This Assignment and Second Amendment of that certain Conservation Easement, dated June 2, 1999, and recorded as Number 075152, Book 437, Pages 793-805, Clerk and Records Office, Madison County, Montana, as amended by that certain Amendment to Conservation Easement dated as of October 30, 2007, and recorded on November 5, 2007, in the records of the Clerk and Recorder of Madison County, Montana, at Document No. 122855, is hereby approved as per item 5.3 of the Assignments Section:

**United States Department of Agriculture,
Forest Service**



Mary Erickson
Forest Supervisor, Custer-Gallatin National Forest

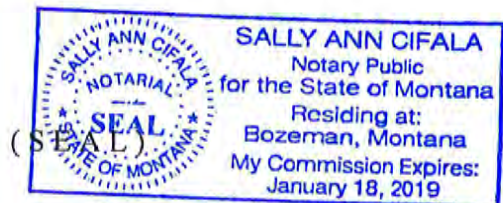
STATE OF MONTANA)
:SS.
County of GALLATIN)

This instrument was acknowledged before me on February 27,
20 18, by MARY ERICKSON, as Forest Supervisor, Custer-Gallatin National
Forest, of the United States Department of Agriculture, Forest Service.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first
above written.



Notary's signature



Affix seal/stamp as close to signature as possible.

EXHIBIT A (CORRECTED)

PARCEL I:

Township 7 South, Range 2 East, P.M.M., Madison County, Montana

Section 3: NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 4: SE $\frac{1}{4}$
Section 9: W $\frac{1}{2}$
Section 15: W $\frac{1}{2}$ SW $\frac{1}{4}$
Section 23: All

Township 6 South, Range 2 East, P.M.M., Madison County, Montana

Section 34: SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL II (Lone Peak Parcel):

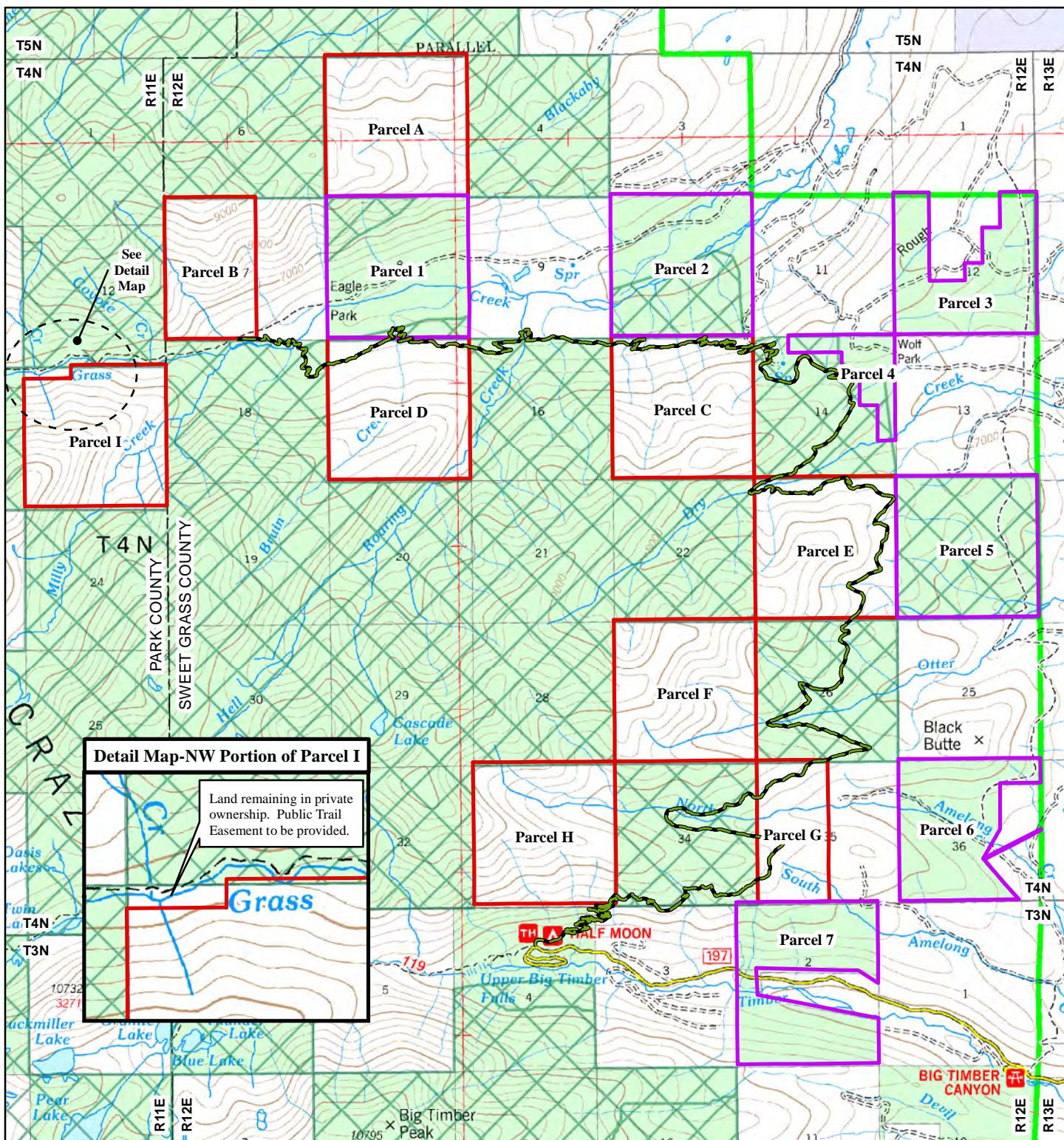
Township 6 South Range 2 East, P.M.M. Madison County, Montana

Section 26, Lot 4, as shown on Bureau of Land Management Plat for Montana Group Number 919, Township 6 South, Range 2 East, Section 26, P.M.M., Madison County, Montana, filed in Montana State BLM Office, August 23, 2004. (Deed Reference in Book 523, Page 638, under Document No. 103573, records of Madison County, Montana)

LAND EXCHANGE PROPOSAL
The East Crazy Mountains and
Inspiration Divide Public Access Improvement Land Exchange
Sweet Grass, Park, and Madison Counties, Montana

Exhibit 5

Roadless Area Maps



Detail Map-NW Portion of Parcel I

Land remaining in private ownership. Public Trail Easement to be provided.

The East Crazy Mountains and Inspiration Divide Public Access Improvement Land Exchange Map 3: East Crazy Mountains - Roadless Areas

Townships 3 & 4 North, Range 12 East
Custer Gallatin National Forest
Park & Sweet Grass Counties, Montana

0 0.5 1 2 Miles

1:63,360

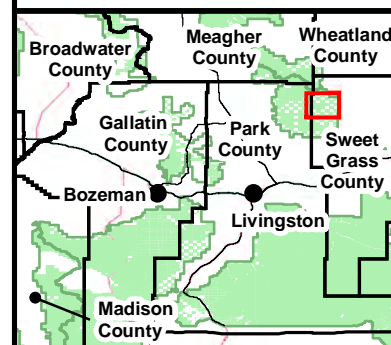
Map Source: Gallatin National Forest
North Visitor Map, 2012
Map Date: November 4, 2020

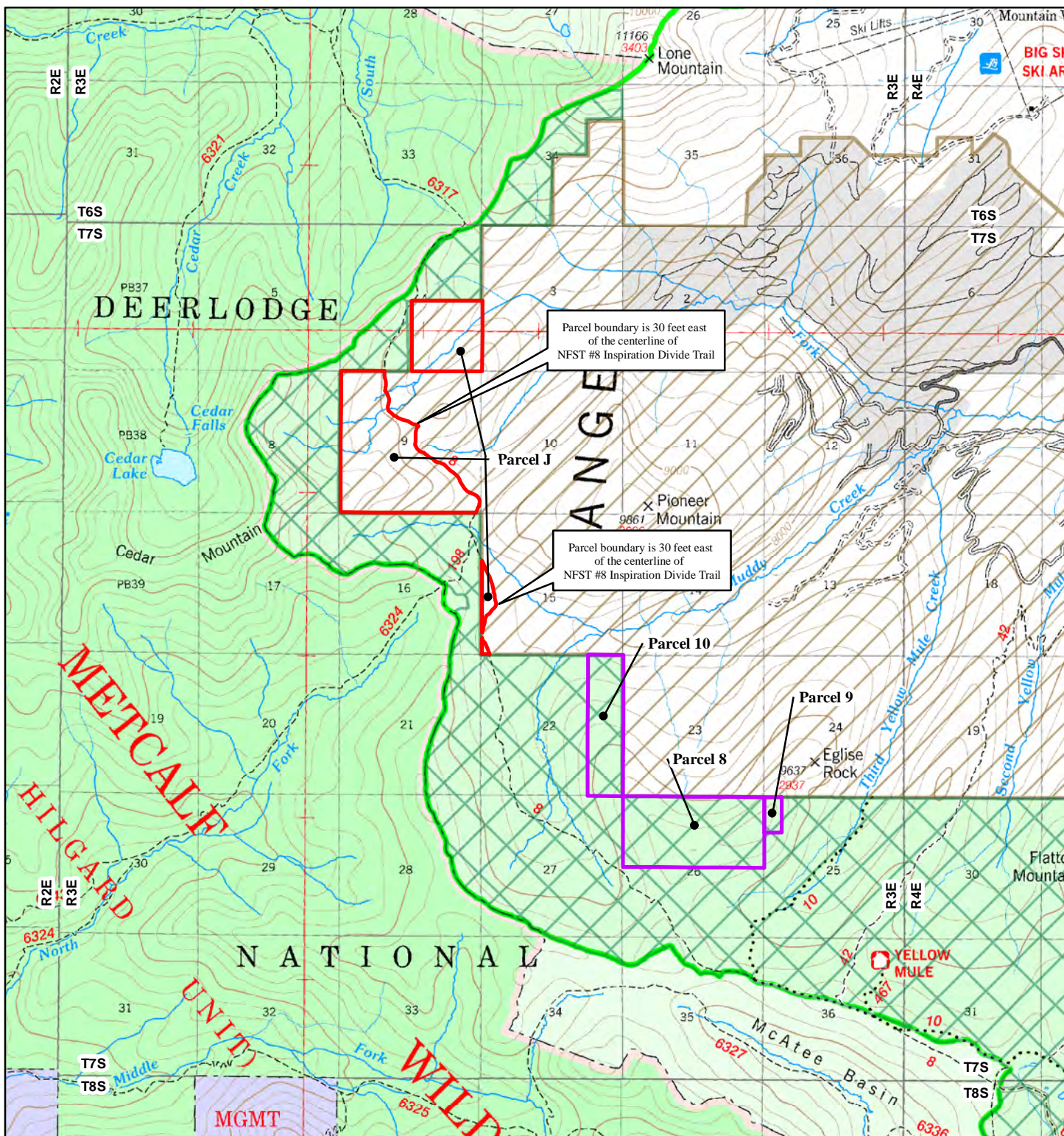


Legend

- Federal Parcels 1-7
- Non-Federal Parcels A-I
- Gallatin National Forest Land
- National Forest Boundary
- Big Timber Creek to Sweet Grass Creek Trail
- Crazy Mtn. Roadless Area - 2001 Roadless Rule

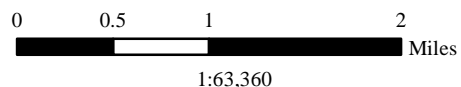
Vicinity Map





**The East Crazy Mountains and Inspiration Divide
Public Access Improvement Land Exchange
Map 4: Inspiration Divide - Roadless Areas**

Township 7 South, Range 3 East
Custer Gallatin National Forest
Madison County, Montana



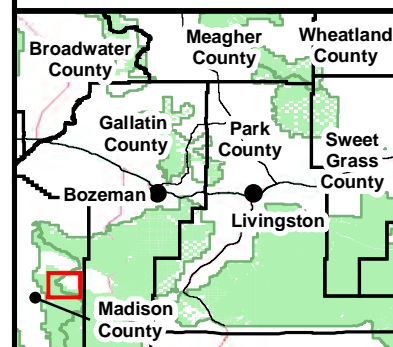
Map Source: Gallatin National Forest
West Visitor Map, 2012
Map Date: November 4, 2020



Legend

- Federal Parcels 8, 9 and 10
- Non-Federal Parcel J
- Gallatin National Forest Land
- National Forest Boundary
- Yellowstone Club
- Madison Roadless Area - 2001 Roadless Rule

Vicinity Map



LAND EXCHANGE PROPOSAL
The East Crazy Mountains and
Inspiration Divide Public Access Improvement Land Exchange
Sweet Grass, Park, and Madison Counties, Montana

Exhibit 6a

East Crazy Mountain Area: Endangered species reports for Federal and
Non-Federal parcels from U.S. Fish and Wildlife Service's Information
for Planning and Consultation (IPaC) website

IPaC Information for Planning and Consultation

U.S. Fish & Wildlife Service

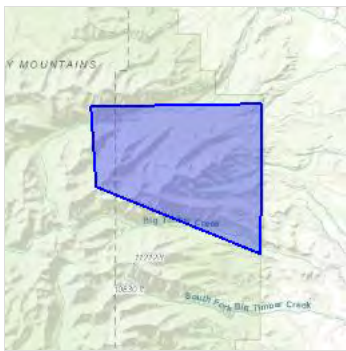
IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Park and Sweet Grass counties, Montana



Local office

Montana Ecological Services Field Office

☎ (406) 449-5225

📠 (406) 449-5339

585 Shephard Way, Suite 1
Helena, MT 59601-6287

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).

4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information.
2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Canada Lynx <i>Lynx canadensis</i> There is final critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/3652	Threatened
North American Wolverine <i>Gulo gulo luscus</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/5123	Proposed Threatened

Conifers and Cycads

NAME	STATUS
Whitebark Pine <i>Pinus albicaulis</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1748	Candidate

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Measures for avoiding and minimizing impacts to birds <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Nationwide conservation measures for birds <http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf>

THERE ARE NO MIGRATORY BIRDS OF CONSERVATION CONCERN EXPECTED TO OCCUR AT THIS LOCATION.

Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) and/or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [AKN Phenology Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project

footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the “no data” indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ “Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds” at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

WETLAND INFORMATION IS NOT AVAILABLE AT THIS TIME

This can happen when the National Wetlands Inventory (NWI) map service is unavailable, or for very large projects that intersect many wetland areas. Try again, or visit the [NWI map](#) to view wetlands at this location.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect

such activities.

LAND EXCHANGE PROPOSAL
The East Crazy Mountains and
Inspiration Divide Public Access Improvement Land Exchange
Sweet Grass, Park, and Madison Counties, Montana

Exhibit 6b

Inspiration Divide Area: Endangered species reports for Federal and
Non-Federal parcels from U.S. Fish and Wildlife Service's Information for
Planning and Consultation (IPaC) website

IPaC Information for Planning and Consultation

U.S. Fish & Wildlife Service

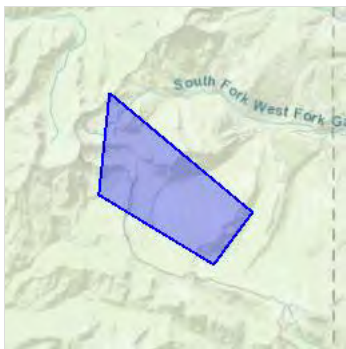
IPaC resource list

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Location

Madison County, Montana



Local office

Montana Ecological Services Field Office

☎ (406) 449-5225

📠 (406) 449-5339

585 Shephard Way, Suite 1
Helena, MT 59601-6287

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

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For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).

4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species¹ and their critical habitats are managed by the [Ecological Services Program](#) of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries²).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact [NOAA Fisheries](#) for [species under their jurisdiction](#).

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information.
2. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Canada Lynx <i>Lynx canadensis</i> There is final critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/3652	Threatened
Grizzly Bear <i>Ursus arctos horribilis</i> There is proposed critical habitat for this species. The location of the critical habitat is not available. https://ecos.fws.gov/ecp/species/7642	Threatened
North American Wolverine <i>Gulo gulo luscus</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/5123	Proposed Threatened

Conifers and Cycads

NAME	STATUS
Whitebark Pine <i>Pinus albicaulis</i> No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/1748	Candidate

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described [below](#).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>

- Measures for avoiding and minimizing impacts to birds
<http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Nationwide conservation measures for birds
<http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf>

The birds listed below are birds of particular concern either because they occur on the [USFWS Birds of Conservation Concern](#) (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ [below](#). This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the [E-bird data mapping tool](#) (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found [below](#).

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)
Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Jan 1 to Aug 31
Black Rosy-finch <i>Leucosticte atrata</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9460	Breeds Jun 15 to Aug 31
Cassin's Finch <i>Carpodacus cassinii</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9462	Breeds May 15 to Jul 15

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

- The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
- To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is $0.25/0.25 = 1$; at week 20 it is $0.05/0.25 = 0.2$.
- The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (🟡)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

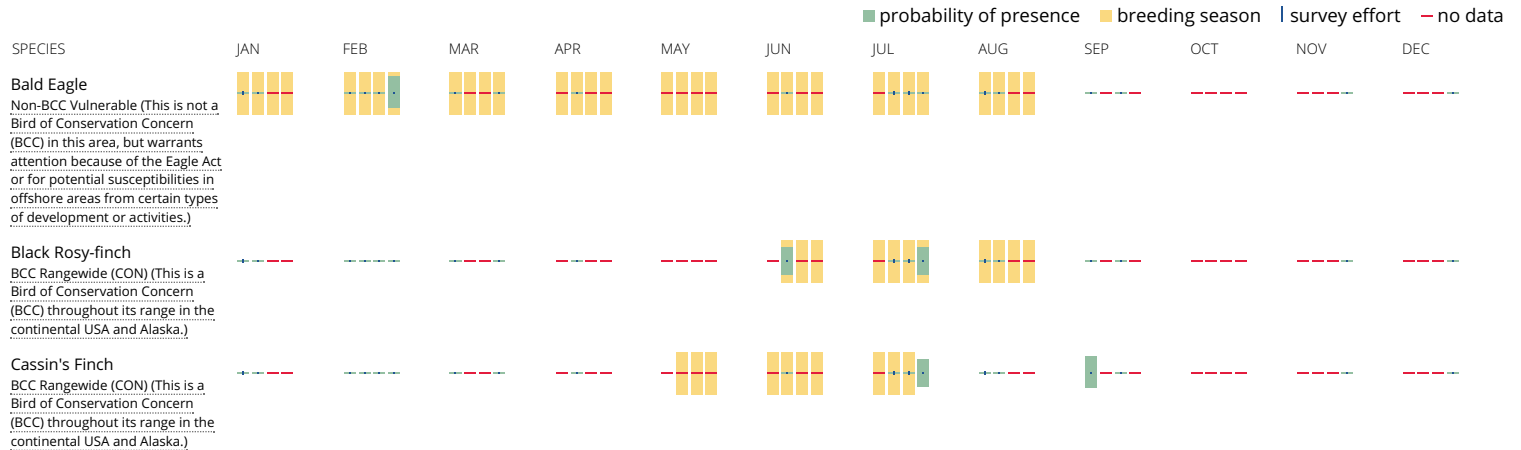
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

[Nationwide Conservation Measures](#) describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. [Additional measures](#) and/or [permits](#) may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS [Birds of Conservation Concern \(BCC\)](#) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the [Avian Knowledge Network \(AKN\)](#). The AKN data is based on a growing collection of [survey, banding, and citizen science datasets](#) and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle ([Eagle Act](#) requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the [AKN Phenology Tool](#).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the [Avian Knowledge Network \(AKN\)](#). This data is derived from a growing collection of [survey, banding, and citizen science datasets](#).

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: [The Cornell Lab of Ornithology All About Birds Bird Guide](#), or (if you are unsuccessful in locating the bird of interest there), the [Cornell Lab of Ornithology Neotropical Birds guide](#). If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are [Birds of Conservation Concern](#) (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the [Eagle Act](#) requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the [NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#) project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the [Diving Bird Study](#) and the [nanotag studies](#) or contact [Caleb Spiegel](#) or [Pam Loring](#).

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to [obtain a permit](#) to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

RIVERINE

[R5UBH](#)

[R4SBC](#)

A full description for each wetland code can be found at the [National Wetlands Inventory website](#)

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

LAND EXCHANGE PROPOSAL
The East Crazy Mountains and
Inspiration Divide Public Access Improvement Land Exchange
Sweet Grass, Park, and Madison Counties, Montana

Exhibit 7

Vesting Deeds of Non-Federal Parcels

Vesting Parcels A
D

After recording return to:
Dringman Law Firm
PO Box 1370
Big Timber, MT 59011

150803 Fee: \$ 14.00 Pages:2 Book:88D Page:367
SWEET GRASS COUNTY Recorded 12/18/2012 At 11:12 AM
Sherry Bjorndal, Clk & Rcdr By *[Signature]*
Return to: DRINGMAN LAW FIRM PO BOX 1370
BIG TIMBER, MT 59011

WARRANTY DEED

THIS INDENTURE, made the 14th day of December, 2012, between RALPH E. COSGRIFF and BARBARA J. COSGRIFF of 1029 Otter Creek Road, Big Timber, MT 59011 ("Grantors") and WARD & PARKER RANCH, LLC of 1029 Otter Creek Road, Big Timber, MT 59011, ("Grantee");

WITNESSETH: That the Grantors do by these presents grant, bargain, sell, convey, warrant and confirm unto the Grantee, his heirs, successors, and assigns of the survivor, forever, that certain real property in Sweet Grass County, Montana, described as follows:

TOWNSHIP 4 NORTH, RANGE 12 EAST, MPM

Section 3: Lots 1, 2, 3 & 4, S $\frac{1}{2}$ N $\frac{1}{2}$ ✓
Section 5: All ✓
Section 9: All less 20 ac. less 760 - 548
Section 17: All ✓

TOWNSHIP 5 NORTH, RANGE 12 EAST, MPM

Section 35: Tract in S $\frac{1}{2}$

TOGETHER WITH:

(a) All and singular the premises above described hereto, together with all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including water and ditch rights.

(b) All mineral, gas, oil, and other mineral rights not reserved or conveyed by Grantor's predecessors in title.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

(a) Real Property taxes and assessments for the year 2013, and real property taxes and assessments for all subsequent years;

(b) All patent reservations and exceptions contained in record chain of title, and all easements, including easements for utility, telephone, ditches, streams or canals and roads or

highways as they may be located over, along and across the subject property, now of record or apparent from physical examination and inspection of the premises;

(c) All outstanding interests and reservations pertaining to oil, gas, coal and other minerals reserved or conveyed by Grantors' predecessors in title, if any;

(d) Questions of boundary or fence lines dependent upon actual survey for determination;

(e) Unpatented mining claims, if any;

TO HAVE AND TO HOLD, all and singular, the above-described premises unto the Grantees, the survivor thereof and the survivor's heirs and assigns FOREVER.

Except with respect to the items enumerated above, subject to which title is to be conveyed, this deed is given with the usual covenants expressed in Montana Code Annotated §30-11-110.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year set forth in the following acknowledgment.

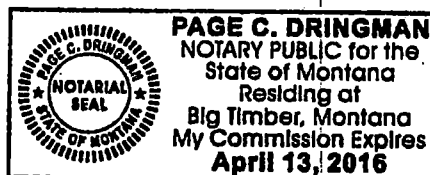
By: Ralph E. Cosgriff
Ralph E. Cosgriff

By: Barbara J. Cosgriff
Barbara J. Cosgriff

STATE OF MONTANA)
 : ss.
County of SWEET GRASS)

This instrument was acknowledged before me this 14th day of December, 2012 by Ralph E. Cosgriff and Barbara J. Cosgriff.

Page C Dringman
Notary Public for the State of Montana
Printed Name: _____
Residing at _____, Montana
My commission expires: _____



Vesting Parcel B

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned WILLIAM J. CARROCCIA and NICHELE V.C. CARROCCIA, of HC 87 Box 2161, Big Timber, Montana 59011 Grantors, do hereby grant and convey unto CARROCCIA RANCH LIMITED PARTNERSHIP, a Montana limited partnership, of HC 87 Box 2161, Big Timber, Montana 59011, the Grantee, all of Grantors' right, title and interest in and to the following described real property located in the County of Sweet Grass, State of Montana, to-wit:

Containing 1291.72 acres, more or less.

SUBJECT TO all assessments, patent reservations, exceptions and reservations contained in the record chain of title or apparent from a physical inspection of the property. Except with respect to these items, this deed is given with the usual covenants set forth in M.C.A. Section 70-20-304.

William J. Carroccia
WILLIAM J. CARROCCIA

Michael V.C. Carroccia
MICHAEL V.C. CARROCCIA

On this 23rd day of December, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **WILLIAM J. CARROCCIA and NICHELE V.C. CARROCCIA**, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me they executed the same.

Ernest S. Rouse
Notary Public for the State of Montana
Residing in Big Timber, Montana
My commission expires: June 22, 1994



No. 6.00 By Jameson & Emberton
 Received Jameson & Emberton
 REA 17

QUITCLAIM DEED

Book 81D Page 623

Vesting
Parcel C

DATED: 5/26/04

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned MICHELE V.C. CARROCCIA of 460 Rein Lane, Big Timber, MT 59011, Transferors, does hereby quitclaim and transfer to the CARROCCIA FAMILY LIMITED PARTNERSHIP of 460 Rein Lane, Big Timber, MT 59011, the Transferee, all of Transferee's right, title and interest in and to the real property located in the Counties of Park and Sweet Grass, State of Montana described as follows:

TOWNSHIP 4 NORTH, RANGE 11 EAST, MPM, PARK COUNTY,
MONTANA:

All of Sections 15, 17, 21, 27 and 29

TOWNSHIP 4 NORTH, RANGE 12 EAST, M.P.M., SWEET GRASS
COUNTY, MONTANA:

All of Section 15.

TOWNSHIP 4 NORTH, RANGE 13 EAST, M.P.M., SWEET GRASS COUNTY,
MONTANA:

Section 20: An undivided one-half (1/2) interest.

TOGETHER WITH all and singular the premises above described hereto, together with all water rights, mineral rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

- (a) Taxes for 2004 and all subsequent years;
- (b) Patent reservations, exceptions and reservations contained in the record chain of title or apparent from a physical inspection of the property.

This deed is intended to convey after-acquired title, if any, received by the Transferor together with all the tenements, hereditaments and appurtenances thereto belonging.

138429 Fee: \$ 12.00 2 Pages Book 81D Page 0623
SWEETGRASS COUNTY Recorded 06/14/2004 At 11:00 AM
Sherry Bjorndal, Ck & Redr By [Signature]
Return to: DRINGMAN & REDMON PO BOX 1370
BIG TIMBER, MT 59011

11733

36 310

STATE OF MONTANA.

County of Sweet Grass

Filed for record this 11th day of January 1970 at 4:57 clock P.M. and
 Recorded in Book 66 of Deeds on Page 219 of the Records of County of Sweet Grass,
 State of Montana. Alvin L. Scholten, Clerk and Recorder by Shirley Kay

FILE 5 - WARRANTY DEED - SWEET GRASS - 11733

FILED BY SHIRLEY KAY, CLERK, SWEET GRASS, MONT.

This Indenture, Made the 3rd day of September
 A. D. one thousand nine hundred and sixty-eight
 BETWEEN SAMUEL LANGHUS, also known as SAMUEL J. LANGHUS, and
DOROTHY M. LANGHUS, parties of the FIRST PART
 and HALLSTONE RANCH COMPANY, a Montana Corporation of
Big Timber, Montana

of the party of the SECOND PART;
 WITNESSETH, that the said parties of the FIRST PART, for and in consideration of the
 sum of Ten and no/100 and other valuable consideration Dollars (\$ 10.00)
 lawful money of the United States of America to cash in hand paid by said party of the
 SECOND PART, the receipt whereof is hereby acknowledged; do by these presents grant,
 bargain, sell, convey, warrant and confirm unto the said party of the SECOND PART, and to
 its successors and assigns forever, the hereinafter described real estate situated in the County of Sweet Grass
Montana, to-wit:

All lands as listed in "Schedule A" attached hereto and by
this reference made a part hereof.

TOGETHER with all and singular the hereinbefore described premises together with all tenements, heredita-
 ments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, re-
 mainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, right of
 dower and right of homestead, possession, claim and demand whatsoever, as well to law as in equity, of the said
 parties of the FIRST PART, of, in or to the said premises, and every part and parcel thereof, with the appur-
 tenances thereto belonging, TO HAVE AND TO HOLD, all and singular the above mentioned and described prem-
 ises unto the said party of the SECOND PART, and to its successors. And assigns forever.

And the said parties of the FIRST PART, and their heirs, do hereby covenant that
 they will forever WARRANT and DEFEND all right, title and interest in and to the said premises and the quiet
 and peaceable possession thereof, unto the said party of the SECOND PART its successors and assigns, against
 all acts and deeds of the said parties of the FIRST PART, and all and every person and persons whomse-
 ever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said parties of the FIRST PART have here-
 unto set their hands and seals the day and year first hereinbefore written.

Signed, Sealed and Delivered in
 the presence of

Samuel Langhus (SEAL)

Dorothy M. Langhus (SEAL)

(SEAL)

STATE OF MONTANA.

County of Sweet Grass

RECEIVED
 INDEXED
 CLERK

On this 3rd day of September in the year nineteen hundred and
sixty-eight before me D. J. Paulson, a Notary Public
 for the State of Montana, personally appeared SAMUEL LANGHUS, also known as,
SAMUEL J. LANGHUS, and DOROTHY LANGHUS, his wife,

known to me
 for personal acquaintance
 to be fully persons, whose names 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.

D. J. Paulson
 Notary Public for the State of Montana.

Residing at Big Timber, Montana My Commission expires May 12, 1971.

REALTY TRANSFER RECEIVED

cc: Samuel Langhus

REAL ESTATE.

Sweet Grass County, MontanaTownship 4 North, Range 12 East, M. P. M.

Section 13: S $\frac{1}{4}$
 Section 23: All
 Section 25: All
 Section 27: All
 Section 35: All
 Section 36: N.E. Survey 1129 described as follows:
 Beginning for description of Tract "A" at corner No. 1 identical with SE corner of said Sec. 36, thence S 89 degrees 51 minutes West 12.77 chains to corner No. 2; thence N 40 degrees 24 minutes W 29.98 chains to corner No. 3; thence N 63 degrees 14 minutes East 36.39 chains to corner No. 4; thence S 27 minutes W 39.17 chains to corner No. 1; the place of beginning. Beginning for description of Tract "B" at corner No. 5 from which corner No. 3 of said Tract "A" bears South 40 degrees 24 minutes E 52 links distant, thence N 30 degrees 33 minutes E 19.65 chains to corner No. 6; thence North 25.55 chains to corner No. 7; thence N 89 degrees 59 minutes E 22.91 chains to corner No. 8; thence S 7 minutes W 25.94 chains to corner No. 9; thence S 63 degrees 14 minutes W 36.77 chains to corner No. 5; place of beginning; containing in aggregate 156.35 acres, more or less, according to Government Survey thereof.

Township 4 North, Range 13 East, M.P.M.

Section 29: S $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$
 Section 30: All
 Section 31: All
 Section 32: N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$

Township 3 North, Range 12 East, M.P.M.

Section 1: Lots 1 through 15, inclusive

Township 3 North, Range 13 East, M.P.M.

Section 6: All except Lot 2
 Section 7: That part thereof lying north of that certain existing public road commonly referred to and designated as the "Big Timber Road".
 Section 8: That part thereof lying north of that certain existing public road commonly referred to and designated as the "Big Timber Road".

Together with all waters, water rights, ditches and ditch rights appurtenant to or commonly used in conjunction with the above-described lands including, but not limited to, the following:

<u>Inches</u>	<u>Date of Appropriation</u>	<u>Stream</u>
50	June 16, 1888	Amalong Cr
20	July 3, 1893	Amalong Cr
50	May 1, 1896	Amalong Cr
40	August 1, 1897	Amalong Cr

Vesting Parcel H

After recording return to:

Switchback Ranch, LLC
P. O. Box 2296
Cody, WY 82414

150482 Fee: \$ 21.00 Pages:3 Book:88D Page:174
SWEET GRASS COUNTY Recorded 9/18/2012 At 12:11 PM
Sherry Bjorndal, Clk & Rcdr By *Sherry Bjorndal*
Return to: SWEET GRASS TITLE CO. PO BOX 1067
BIG TIMBER, MT 59011

PA-SE-5265

WARRANTY DEED

EFFECTIVE UPON DELIVERY AND RECORDING.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **VAN CLEVE FAMILY LIMITED PARTNERSHIP**, of PO Box 1550, Big Timber, MT 59011, Grantor, does hereby grant and convey unto **SWITCHBACK RANCH, LLC**, a Wyoming limited liability company, of PO Box 2296, Cody, WY 82414, its successors and assigns, the following described real property located in the Counties of Sweet Grass and Park, State of Montana, to-wit:

Township 3 North, Range 12 East, PMM, Sweet Grass County, MT

Section 1: Government Lots 16, 17, 18, 19, 20, 21, SW $\frac{1}{4}$; LESS AND EXCEPT a tract in the W $\frac{1}{2}$ SW $\frac{1}{4}$ more particularly described in Certificate of Survey No. 119664, also known as H.E.S. No. 100

Sections 1 and 2: H.E.S. No. 100 located in the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 1 and the S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ of Section 2, more particularly described as Certificate of Survey No. 119664 filed 2-26-1992 in the records of the Clerk and Recorder of Sweet Grass County, MT.

Section 3: Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, S $\frac{1}{2}$ (All); LESS AND EXCEPT a tract of land located in Government Lots 2, 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ more particularly described in Certificate of Survey No. 119295

Section 5: Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, S $\frac{1}{2}$ (All)

Section 7: All

Section 17: All

Township 4 North, Range 12 East, PMM, Sweet Grass County, MT

Section 31: Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, E $\frac{1}{2}$ (All)

Section 33: All

Township 3 North, Range 11 East, PMM, Park County, MT

Section 1: All

Township 4 North, Range 11 East, PMM, Park County, MT

Section 11: All

Section 13: All

Warranty Deed

Page 1 of 3

Section 23: All
Section 33: All
Section 35: All

TOGETHER WITH:

- a) All and singular the premises above described hereto, together with all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.
- b) All water rights, geothermal rights, and rights in ditches, canals and laterals, and rights of way thereto appurtenant to said premises or used in connection therewith, which water rights are subject to adjudication, re-adjudication, or determination in accordance with Montana Law.
- c) All mineral, gas, oil, and other hydrocarbon rights not reserved or conveyed by Grantor's predecessors in title.

SUBJECT TO:

- a) Real Property taxes and assessments for the year 2012, and real property taxes and assessments for all subsequent years.
- b) All reservations and exceptions, including patent reservations and exceptions, contained in record chain of title, and all easements, including easements for utility, telephone, ditches, streams or canals and roads or highways as they may be located over, along and across the subject property, now of record or apparent from physical examination and inspection of the premises.
- c) All outstanding interests and reservations pertaining to oil, gas, coal and other minerals reserved or conveyed by Grantors' predecessors in title, if any.
- d) Questions of boundary or fence lines dependent upon actual survey for determination.
- e) Federal, state and local laws and regulations affecting this property, including zoning and land use regulations affecting the premises, if any.

Except with respect to these items, this deed is given with the usual covenants set forth in M.C.A. Section 30-11-110.

IN WITNESS WHEREOF, the Grantors have executed this instrument the day and year set forth in the acknowledgements hereto.

VAN CLEVE FAMILY LIMITED PARTNERSHIP

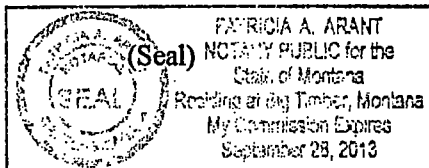
By: Barbara Page Van Cleve
Barbara Page Van Cleve, General Partner

By: Paul L. Van Cleve, IV
Paul L. Van Cleve, IV, General Partner

By: Carol V.C. Kirby
Carol V.C. Kirby, General Partner

STATE OF Montana)
County of Sweet Grass) : ss.

Signed before me on the 17 day of September, 2012, by Barbara Page Van Cleve, Paul L. Van Cleve, IV and Carol V.C. Kirby as General Partners of Van Cleve Family Limited Partnership.



Patricia A. Arant
Printed Name Patricia A. Arant
Notary Public for the State of Montana
Residing at Big Timber
My commission expires: Sept. 28, 2013

After recording return to:

Switchback Ranch, LLC
P. O. Box 2296
Cody, WY 82414

49-11590

Roll: R 322 #372876 Fee: \$21.00 Page(s): 3

Park County Recorded 9/18/2012 At 11:53 AM

Denise Nelson, Clk & Rcdr By JB Return To:

SWITCHBACK RANCH, LLC PO BOX 2296

CODY, WY 82414

WARRANTY DEED

EFFECTIVE UPON DELIVERY AND RECORDING.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **VAN CLEVE FAMILY LIMITED PARTNERSHIP**, of PO Box 1550, Big Timber, MT 59011, Grantor, does hereby grant and convey unto **SWITCHBACK RANCH, LLC**, a Wyoming limited liability company, of PO Box 2296, Cody, WY 82414, its successors and assigns, the following described real property located in the Counties of Sweet Grass and Park, State of Montana, to-wit:

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Sections 1 and 2: H.E.S. No. 100 located in the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 1 and the S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ of Section 2, more particularly described as Certificate of Survey No. 119664 filed 2-26-1992 in the records of the Clerk and Recorder of Sweet Grass County, MT.

Section 3: Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, S $\frac{1}{2}$ (All); LESS AND EXCEPT a tract of land located in Government Lots 2, 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ more particularly described in Certificate of Survey No. 119295

Section 5: Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, S $\frac{1}{2}$ (All)

Section 7: All

Section 17: All

Township 4 North, Range 12 East, PMM, Sweet Grass County, MT

Section 31: Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, E $\frac{1}{2}$ (All)

Section 33: All

Township 3 North, Range 11 East, PMM, Park County, MT

Section 1: All

Township 4 North, Range 11 East, PMM, Park County, MT

Section 11: All

Section 13: All

Warranty Deed

Page 1 of 3

Section 23: All
Section 33: All
Section 35: All

TOGETHER WITH:

- a) All and singular the premises above described hereto, together with all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.
- b) All water rights, geothermal rights, and rights in ditches, canals and laterals, and rights of way thereto appurtenant to said premises or used in connection therewith, which water rights are subject to adjudication, re-adjudication, or determination in accordance with Montana Law.
- c) All mineral, gas, oil, and other hydrocarbon rights not reserved or conveyed by Grantor's predecessors in title.

SUBJECT TO:

- a) Real Property taxes and assessments for the year 2012, and real property taxes and assessments for all subsequent years.
- b) All reservations and exceptions, including patent reservations and exceptions, contained in record chain of title, and all easements, including easements for utility, telephone, ditches, streams or canals and roads or highways as they may be located over, along and across the subject property, now of record or apparent from physical examination and inspection of the premises.
- c) All outstanding interests and reservations pertaining to oil, gas, coal and other minerals reserved or conveyed by Grantors' predecessors in title, if any.
- d) Questions of boundary or fence lines dependent upon actual survey for determination.
- e) Federal, state and local laws and regulations affecting this property, including zoning and land use regulations affecting the premises, if any.

Except with respect to these items, this deed is given with the usual covenants set forth in M.C.A. Section 30-11-110.

IN WITNESS WHEREOF, the Grantors have executed this instrument the day and year set forth in the acknowledgements hereto.

VAN CLEVE FAMILY LIMITED PARTNERSHIP

By: Barbara Page Van Cleve
Barbara Page Van Cleve, General Partner

By: Paul L. Van Cleve, IV
Paul L. Van Cleve, IV, General Partner

By: Carol V.C. Kirby
Carol V.C. Kirby, General Partner

STATE OF Montana)
County of Sweet Grass) : ss.

Signed before me on the 17 day of September, 2012, by Barbara Page Van Cleve, Paul L. Van Cleve, IV and Carol V.C. Kirby as General Partners of Van Cleve Family Limited Partnership.

(Seal)

Patricia A. Arant
Printed Name Patricia A. Arant
Notary Public for the State of Montana
Residing at Big Timber
My commission expires: Sept. 28, 2013

REALTY TRANSFER RECEIVED

LAND EXCHANGE PROPOSAL
The East Crazy Mountains and
Inspiration Divide Public Access Improvement Land Exchange
Sweet Grass, Park, and Madison Counties, Montana

Exhibit 8

Title Commitments for the Non-Federal Parcels
(to be completed and submitted by the Non-Federal Party)

LAND EXCHANGE PROPOSAL
The East Crazy Mountains and
Inspiration Divide Public Access Improvement Land Exchange
Sweet Grass, Park, and Madison Counties, Montana

Exhibit 9

Mineral Title Report of the Non-Federal Parcels

(Mineral Title Report for Parcel I is forthcoming)

SWEET GRASS TITLE COMPANY

(A/D/B/A MID-MONTANA TITLE OF HARLOWTON)

Title Insurance and Services
for Wheatland, Sweet Grass and
Golden Valley Counties

PO Box 1067
118 W. 1st Ave.
Big Timber, MT 59011

Ph.: 406-932-4888

Fax: 406-932-5378

MINERAL TITLE MEMO CRAZY MOUNTAIN ACCESS PROJECT

Doug Young
Western Land Group, Inc.
1760 High Street
Denver, CO 80218

FEE: \$2,300.00

Records Searched: From the earliest Patent for any property listed through May 7, 2020.

DESCRIPTION OF PARCEL A:

TOWNSHIP 4 NORTH, RANGE 12 EAST, PMM, SWEET GRASS COUNTY, MONTANA

Section 5: Government Lots 1, 2, 3, 4, S½N½, S½ (All)

RECORD SURFACE OWNER, DATE & HOW ACQUIRED:

Ward & Parker Ranch, LLC, by virtue of Warranty Deed recorded December 18, 2012, Book 88D, page 367 from Ralph E. Cosgriff and Barbara J. Cosgriff.

MINERAL DEEDS & RESERVATIONS:

NOTE: All US Patents were examined and if there was no mineral reservation by the USA, then the patents are not listed in this report.

1. Mineral Deed dated 7-1-2016 recorded 7-7-2016 in Book 91 of Deeds, Page 108 from Dorothy E. Benham Dahle, n/k/a Dorothy E. Dahle (Grantor) to Dorothy E. Dahle, Archibald Kelley Benham, Totiana Alana Pillsbury, Dorothy Kathleen Benham and Sean Scott Benham, in equal shares as joint tenants with right of survivorship all of Grantor's 3/8ths mineral ownerships or interests or royalty interest.... Reserving to Grantor a life estate in all mineral and royalty interests conveyed.

2. Termination of Life Estate of Minerals dated 1-10-2017, recorded 1-30-2017 in Book 91 of Deeds, Page 540, terminating the life estate of Dorothy E. Benham Dahle, n/k/a Dorothy E. Dahle referenced in #1 above.

NOTE: We find no prior conveyance or reservation of minerals to or for the benefit of Dorothy E. Benham Dahle, n/k/a Dorothy E. Dahle. In fact, we do not find her anywhere in the chain of title as an owner or transferee of any interest whatsoever.

**UNEXPIRED OR UNRELEASED
OIL AND GAS LEASES:** None.

DESCRIPTION OF PARCEL B:

TOWNSHIP 4 NORTH, RANGE 12 EAST, PMM, SWEET GRASS COUNTY, MONTANA
Section 7: W½

RECORD SURFACE OWNER, DATE & HOW ACQUIRED:

Carroccia Ranch Limited Partnership, by virtue of Grant Deed recorded December 24, 1992, Book 69D, page 527 from William J. Carroccia and Michele V.C. Carroccia.

MINERAL DEEDS & RESERVATIONS:

NOTE: All US Patents were examined and if there was no mineral reservation by the USA, then the patents are not listed in this report.

1. Decree of Distribution in the Estate of Richard C. Brannin dated June 8, 1967, recorded June 8, 1967 in Book 7 of O&D, Page 276 distributing “an undivided 1/4th interest in and to all oil, gas and other minerals in or under” to James B. Brannin, Trustee.
2. Reservation in Warranty Deed in Book 53 of Deeds, Page 435, dated 2-25-1958, recorded 2-2-1968 from Barney M. Brannin and his wife, Nella Brannin, and Richard C. Brannin (same person as R.C. Brannin), a single man, to Pat Wright and his wife, Zada E. Wright: “*And reserving, however, unto the parties of the first part, their heirs and assigns forever, fifty per cent (50%) of all oil, gas and other minerals in the above described premises.*”
3. Order Settling Fifth and Final Account of Trustee and Decreeing Final Distribution dated August 3, 1972, recorded August 3, 1972, in Book 08 of Orders and Decrees, Page 383, from Estate of Richard C. Brannin as follows: one-half to Sidney A. Brannin and one-half to James E. Brannin: “*an undivided ¼ interest in and to all oil, gas and other minerals in or under the following described property....*”
4. Deed of Distribution dated May 15, 1984, recorded June 21, 1984, in Book 62 of Deeds, Page 357, from Estate of Barney M. Brannin as follows to Carl R. Francis, Jr., Donald A. Morgan, Sr., DeWitt C. Francis, Martha Francis, Mary Lee Morgan, and Oly Stephens: “*does hereby assign, transfer and convey equally unto the following named persons an undivided one-half (1/2) of fifty percent (50%) of all oil, gas and other minerals located in, on or under the following described real property...Together with all of the Estate’s right, title and interest in and to any lease on said premises and payments due thereunder.*”
5. Deed of Distribution dated September 21, 1984, recorded September 21, 1984, in Book 62 of Deeds, page 556, from Estate of James E. Brannin to Ruth Brannin: “*hereby assigns, transfers and conveys...an undivided 1/8th interest in and to all oil, gas and other minerals in or under the following described property...*”

6. Quitclaim Deed dated April 27, 1995, recorded May 9, 1995, in Book 71 of Deeds, Page 990, from Ruth V. Brannin to Ruth V. Brannin, Trustee of The Ruth V. Brannin Trust dated April 27, 1995: *“does hereby grant warrant and confirm unto Grantee...an undivided 1/8th interest in and to all oil, gas and other minerals in or under the following described property...”*

7. Personal Representative’s Mineral Deed of Distribution dated October 22, 2019, recorded October 23, 2019 in Book 93 of Deeds, Page 954 from Estate of Martha Becker Francis distributed to Estate of Carl R. Francis, all of decedent’s *“right, title and interest”* in *“oil, gas and other Minerals.”*

8. Personal Representative’s Mineral Deed of Distribution dated October 22, 2019, recorded October 23, 2019 in Book 93 of Deeds, Page 955 from Estate of Carl R. Francis distributed to Sandi Emborg, Carl Ray Francis, III, Warren K. Francis and Molly Metzger as equal tenants in common, all of decedent’s *“right, title and interest”* in *“oil, gas and other Minerals”*

**UNEXPIRED OR UNRELEASED
OIL AND GAS LEASES:** None

DESCRIPTION OF PARCEL C:

TOWNSHIP 4 NORTH, RANGE 12 EAST, PMM, SWEET GRASS COUNTY, MONTANA
Section 15: All

RECORD SURFACE OWNER, DATE & HOW ACQUIRED:

Carroccia Family Limited Partnership, by virtue of Quitclaim Deed recorded June 14, 2004, Book 81D, page 623 from Michele V.C. Carroccia.

MINERAL DEEDS & RESERVATIONS: None

NOTE: All US Patents were examined and if there was no mineral reservation by the USA, then the patents are not listed in this report.

**UNEXPIRED OR UNRELEASED
OIL AND GAS LEASES:** None

DESCRIPTION OF PARCEL D:

TOWNSHIP 4 NORTH, RANGE 12 EAST, PMM, SWEET GRASS COUNTY, MONTANA

Section 17: All

RECORD SURFACE OWNER, DATE & HOW ACQUIRED:

Ward & Parker Ranch, LLC, by virtue of Warranty Deed recorded December 18, 2012, Book 88D, page 367 from Ralph E. Cosgriff and Barbara J. Cosgriff.

MINERAL DEEDS & RESERVATIONS: None

NOTE: All US Patents were examined and if there was no mineral reservation by the USA, then the patents are not listed in this report.

UNEXPIRED OR UNRELEASED

OIL AND GAS LEASES: None

DESCRIPTION OF PARCEL E:

TOWNSHIP 4 NORTH, RANGE 12 EAST, PMM, SWEET GRASS COUNTY, MONTANA

Section 23: All

RECORD SURFACE OWNER, DATE & HOW ACQUIRED:

Hailstone Ranch Company, a Montana corporation, by virtue of Warranty Deed recorded January 11, 1990, Book 66D, page 819 from Samuel Langhus, also known as Samuel J. Langhus, and Dorothy M. Langhus.

MINERAL DEEDS & RESERVATIONS:

NOTE: All US Patents were examined and if there was no mineral reservation by the USA, then the patents are not listed in this report.

1. Warranty Deed dated December 14, 1942, recorded October 27, 1944 in Book 38 of Deeds, Page 269 from A.M. Grosfield to Louis A. Grosfield and Lillian Grosfield Knutson. Does not reserve or sever minerals but provided for reference for following documents on starting ownership.

2. Reservation in Special Warranty Deed in Book 45 of Deeds, Page 341, dated January 1, 1946, recorded January 4, 1957, from Lillian Grosfield Knutson and Maurice Knutson, to Louis A. Grosfield: “...and also reserving to the vendors herein fifty per cent (50%) of all the minerals of every kind, nature and description in or under all of the above described lands, including coal, iron, oil and gas, and the right of ingress to and egress from the above described premises at all

times for the purpose of exploring for, mining and drilling for any of the minerals hereby reserved, and the right to the use of such of the surface of said lands as may be required in any mining and drilling operation and the preservation of any minerals of any kind produced on said premises and including the right to bring onto the premises any machinery or equipment requisite and necessary in connection with the mining and production of any of the minerals hereby reserved, including the right to lay and maintain pipe and other transmission lines...

3. Reservation in Warranty Deed in Book 45 of Deeds, Page 346, dated December 29, 1956, recorded January 4, 1957, from Louis A. Grosfield and Evelyn Grosfield, to L. G. Ranch Company, a Montana corporation: This deed grants L.G. Ranch Company an undivided one-fourth interest in the described real estate and contains two different reservations of minerals as follows:

And also reserving to the vendors herein fifty per cent (50%) of all the minerals of every kind, nature and description in or under all of the above described lands, including coal, iron, oil and gas, and the right of ingress to and egress from the above described premises at all times for the purpose of exploring for, mining and drilling for any of the minerals hereby reserved, and the right to the use of such of the surface of said lands as may be required in any mining and drilling operation and the preservation of any minerals of any kind produced on said premises and including the right to bring onto the premises any machinery or equipment requisite and necessary in connection with the mining and production of any of the minerals hereby reserved, including the right to lay and maintain pipe and other transmission lines. [and]

... and also reserving unto the grantors all minerals of every kind, nature and description in or under the above-described lands, and the right of ingress to and egress from said lands for the purpose of exploring for mining and drilling for any of the minerals hereby reserved, and the further right to the use of such of the surface of said lands as may be required in any mining and drilling operations."

4. Warranty Deed dated September 28, 1967, recorded May 18, 1971, in Book 55 of Deeds, Page 257, from L. G. Ranch Company, a Montana corporation, to Louis A. Grosfield: "All of Grantor's right, title, estate and interest in and to the following lands..." This deed contains no severance or reservation of minerals, but is provided for reference.

5. Mineral Deed dated September 23, 1981 recorded July 17, 1982, in Book 60 of Deeds, Page 866, from Lillian G. Knutson (same person as Lillian H. Knutson) and Maurice H. Knutson her husband, who joins in this conveyance solely for the purpose of relinquishing any claim that the property hereinafter described shall be included in the augmented estate of Lillian G. Knutson ... to each of the said Grantees as follows: 2/6ths to Maurice H. Knutson, 1/6th to Dorothy M. Whiting and 1/6th to Louise E. Haggerty: "*do hereby grant, bargain, sell, convey, transfer, and assign unto the Grantees hereinafter named an undivided four-sixths (4/6ths) of whatever interest was owned by Grantor on and prior to September 23, 1981, in and to all of the oil, gas, and other minerals in and under the following-described lands...*

This conveyance covers, in addition, the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas and other minerals, and removing and marketing the same therefrom and shall be deemed a release and waiver of Grantor's right of homestead with respect to the interest conveyed hereby.

Lillian G. Knutson, the Grantor herein, retains unto herself an undivided two-sixths

(2/6ths) of whatever interest was deemed owned by Grantor on and prior to September 23, 1981.

This conveyance is subject to any rights now existing to any lessees or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantees shall have, receive, and enjoy the herein granted undivided interests in and to all bonuses, rents, royalties, and other benefits which may accrue under the terms of said lease insofar as it covers the above-described land from and after the date hereof, precisely as if the Grantees herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantees the lessors therein."

6. Notice of Purchaser's Interest and Assignment dated January 11, 1988, recorded January 12, 1988 in Book 64 of Deeds, Page 974 referencing a buy-sell agreement from Louis A. Grosfield and Evelyn Grosfield (Seller) to Samuel Langhus (Buyer) dated 9-28-1967 and an assignment from Samuel Langhus and Dorothy M. Langhus to Hailstone Ranch Company dated 9-3-1968. There is no reservation of minerals referenced but providing this for reference for what follows.

7. Mineral Deed dated December 24, 1980, recorded June 24, 1988, in Book 65 of Deeds, Page 418, from Louis A. Grosfield and Evelyn Grosfield; 1/6th to Evelyn Grosfield, 1/6th to Lorents A. M. Grosfield, 1/6th to Elise G. Knudson, 1/6th to Ivanie G. Nelson and 1/6th to Allison G. Corcoran: *"do hereby grant, bargain, sell, convey, transfer, and assign unto the Grantees hereinafter named an undivided five-sixths (5/6ths) of whatever interest was owned by Grantor on and prior to December 24, 1980, in and to all of the oil, gas, and other minerals in and under the following-described lands...*

This conveyance covers, in addition, the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas and other minerals, and removing and marketing the same therefrom and shall be deemed a release and waiver of Grantors' right of homestead with respect to the interest conveyed hereby.

Louis A. Grosfield, one of the Grantors herein, retains unto himself an undivided one-sixth (1/6) of whatever interest was deemed owned by Grantor on and prior to December 24, 1980.

This conveyance is subject to any rights now existing to any Lessee or Assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantees shall have, receive, and enjoy the herein granted undivided interests in and to all bonuses, rents, royalties, and other benefits which may accrue under the terms of said lease in so far as it covers the above described land from and after the date hereof, precisely as if the Grantees herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantees the Lessors therein."

8. Reservation in Warranty Deed dated September 28, 1967, recorded January 11, 1990, in Book 66 of Deeds, Page 816, from Louis A. Grosfield and Evelyn Grosfield, to Samuel Langhus: *"RESERVING, however, unto the Grantors, their heirs and assigns, 50% of all minerals, including oil and gas, now owned by Grantors, lying in and under the above-described land, together with the right of ingress and egress for the purpose of exploring for, mining and extracting the same."*

9. Warranty Deed dated September 3, 1968, recorded January 11, 1990, in Book 66 of Deeds, Page 819, from Samuel Langhus, also known as Samuel H. Langhus, and Dorothy M. Langhus

to Hailstone Ranch Company. No mineral reservation, Provided for reference.

10. Quitclaim Deed dated April 6, 1990, recorded April 18, 1990, in Book 67 of Deeds, Page 63, from Louis A. Grosfield to Louis A. Grosfield, Trustee: *"All of Grantor's right, title, estate and interest in and to all royalties in oil and gas and other minerals produced and saved from lands lying in Sweet Grass County, Montana, together with all mineral interests of whatever kind and wherever situate lying in and under lands in Sweet Grass County, Montana."*

11. Quitclaim Deed dated April 6, 1990, recorded April 18, 1990, Book 67 of Deeds, Page 64, from Evelyn Grosfield to Evelyn Grosfield, Trustee: *"All of Grantor's right, title, estate and interest in and to all royalties in oil and gas and other minerals produced and saved from lands lying in Sweet Grass County, Montana, together with all mineral interests of whatever kind and wherever situate lying in and under lands in Sweet Grass County, Montana."*

12. Deed of Distribution dated March 9, 1998, recorded March 11, 1998, in Book 74 of Deeds, Page 728, from Estate of Dorothy Mae Whiting to Louise Haggerty, as Trustee of the Dorothy Mae Whiting Testamentary Trust, established in her Will dated August 19, 1985: *"all right, title and interest of the Estate of Dorothy Mae Whiting in and to the oil, gas and other minerals in and under the following described lands..."*

13. Mineral Deed dated January 29, 1999, recorded February 3, 1999, in Book 75 of Deeds, Page 684, from Maurice H. Knutson and Lillian H. Knutson to Maurice H. Knutson and Lillian H. Knutson, as Trustees of the Maurice H. and Lillian H. Knutson Joint Trust, dated January 29, 1999: *"All minerals reserved by Lillian Grosfield Knutson and Maurice Knutson, wife and husband, in that Special Warranty Deed, dated January 1, 1946, which is recorded in Book 45 of Deeds, commencing at Page 341, records of Sweetgrass County, State of Montana, a copy of which is attached hereto."*

14. Mineral Deed dated October 21, 2004, recorded October 26, 2004 in Book 81 of Deeds, Page 894 from Louise E. Haggerty, successor Trustee to the Maurice H. and Lillian H. Knutson Joint Trust conveying to Louise E. Haggerty, an undivided one-half, to Maureen L. Whiting, an undivided one-fourth and to Allan Whiting, an undivided one-fourth of *"All minerals reserved by Lillian Grosfield Knutson and Maurice Knutson, wife and husband, in that Special Warranty Deed, dated January 1, 1946, which is recorded in Book 45 of Deeds, commencing at Page 341.."*

15. Trustee's Mineral Deed dated June 9, 2008, recorded June 12, 2008 in Book 85 of Deeds, Page 361 from Lorents A.M. Grosfield, Trustee of the Louis A. Grosfield Trust and of the Evelyn Grosfield Trust quitclaims and distributes in equal shares all mineral rights of the trusts to Eline G. Knutson, Ivanie A. Nelson, Allison K. Grosfield and Lorents A.M. Grosfield.

16. Quitclaim Deed dated July 30, 2008, recorded August 20, 2008 in Book 85 of Deeds, Page 486 from Louise Haggerty as trustee under the Last Will and Testament of Dorothy M. Whiting dated August 19, 1985, Grantor, quitclaims as tenants in common to Allan Whiting and Maureen Whiting as Grantees, *"all right, title interest, claim and demand which the Grantor has..."*

17. Montana Mineral Deed dated June 30, 2009, recorded July 13, 2009 in Book 86 of Deeds, Page 140 from Louise E. Haggerty, Grantor, to Alvin W. Haggerty and Louise E. Haggerty, Trustees of the Haggerty Living Trust, dated March 26, 2009, *“the minerals and land owned by Grantor...”*

18. Mineral Deed of Distribution dated January 12, 2018, recorded January 18, 2018 in Book 92 of Deeds, Page 361 from Estate of Eline L. Knudson to Lorents A. M. Grosfield as Trustee of the Eline L. Knudson Living Trust dated September 29, 1998 as Restated on August 28, 2007: *“all of the estate’s oil, gas and other minerals...”*

19. Trustee’s Mineral Deed dated January 12, 2018, recorded January 18, 2018 in Book 92 of Deeds, Page 366 Lorents A. M. Grosfield as Trustee of the Eline L. Knudson Living Trust dated September 29, 1998 as Restated on August 28, 2007, Grantor, to Lorents A.M. Grosfield as Trustee of the Kristin L. Gaytan Trust dated May 31, 2013 as to an undivided 50% interest and Lorents A.M. Grosfield as Trustee of the Karla M. Wiegrefe Trust dated May 31, 2013 as to an undivided 50% interest: *“all of the Grantor’s right, title and interest (including any after acquired title) in and to all of the oil, gas and other minerals....”*

**UNEXPIRED OR UNRELEASED
OIL AND GAS LEASES:** None

DESCRIPTION OF PARCEL F:

TOWNSHIP 4 NORTH, RANGE 12 EAST, PMM, SWEET GRASS COUNTY, MONTANA
Section 27: All

RECORD SURFACE OWNER, DATE & HOW ACQUIRED:

Hailstone Ranch Company, a Montana corporation, by virtue of Warranty Deed recorded January 11, 1990, Book 66D, page 819 from Samuel Langhus, also known as Samuel J. Langhus, and Dorothy M. Langhus.

MINERAL DEEDS & RESERVATIONS:

NOTE: All US Patents were examined and if there was no mineral reservation by the USA, then the patents are not listed in this report.

1. Reservation in Special Warranty Deed in Book 45 of Deeds, Page 341, dated January 1, 1946, recorded January 4, 1957, from Lillian Grosfield Knutson and Maurice Knutson, to Louis A. Grosfield: *“...and also reserving to the vendors herein fifty per cent (50%) of all the minerals of every kind, nature and description in or under all of the above described lands, including coal, iron, oil and gas, and the right of ingress to and egress from the above described premises at all times for the purpose of exploring for, mining and drilling for any of the minerals hereby reserved, and the right to the use of such of the surface of said lands as may be required in any mining and drilling operation and the preservation of any minerals of any kind produced on said premises and including the right to bring onto the premises any machinery or equipment*

requisite and necessary in connection with the mining and production of any of the minerals hereby reserved, including the right to lay and maintain pipe and other transmission lines...

2. Reservation in Warranty Deed in Book 45 of Deeds, Page 346, dated December 29, 1956, recorded January 4, 1957, from Louis A. Grosfield and Evelyn Grosfield, to L. G. Ranch Company, a Montana corporation: granting *“an undivided one-fourth interest in and to the following described real estate...*

And also reserving to the vendors herein fifty per cent (50%) of all the minerals of every kind, nature and description in or under all of the above described lands, including coal, iron, oil and gas, and the right of ingress to and egress from the above described premises at all times for the purpose of exploring for, mining and drilling for any of the minerals hereby reserved, and the right to the use of such of the surface of said lands as may be required in any mining and drilling operation and the preservation of any minerals of any kind produced on said premises and including the right to bring onto the premises any machinery or equipment requisite and necessary in connection with the mining and production of any of the minerals hereby reserved, including the right to lay and maintain pipe and other transmission lines.

...Subject to all patent reservations, rights of way, and easements, and also reserving unto the grantors all minerals of every kind, nature and description in or under the above-described lands, and the right of ingress to and egress from said lands for the purpose of exploring for mining and drilling for any of the minerals hereby reserved, and the further right to the use of such of the surface of said lands as may be required in any mining and drilling operations.”

3. Warranty Deed dated September 28, 1967, recorded May 18, 1971, in Book 55 of Deeds, Page 257, from L. G. Ranch Company, a Montana corporation, to Louis A. Grosfield: *“All of Grantor’s right, title, estate and interest in and to the following lands...”*

4. Mineral Deed dated September 23, 1981, recorded July 17, 1982, in Book 60 of Deeds, Page 866, from Lillian G. Knutson (same person as Lillian H. Knutson) and Maurice H. Knutson her husband, who joins in this conveyance solely for the purpose of relinquishing any claim that the property hereinafter described shall be included in the augmented estate of Lillian G. Knutson ... to each of the said Grantees as follows: 2/6ths to Maurice H. Knutson, 1/6th to Dorothy M. Whiting and 1/6th to Louise E. Haggerty: *“do hereby grant, bargain, sell, convey, transfer, and assign unto the Grantees hereinafter named an undivided four-sixths (4/6ths) of whatever interest was owned by Grantor on and prior to September 23, 1981, in and to all of the oil, gas, and other minerals in and under the following-described lands...*

This conveyance covers, in addition, the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas and other minerals, and removing and marketing the same therefrom and shall be deemed a release and waiver of Grantor’s right of homestead with respect to the interest conveyed hereby.

Lillian G. Knutson, the Grantor herein, retains unto herself an undivided two-sixths (2/6ths) of whatever interest was deemed owned by Grantor on and prior to September 23, 1981.

This conveyance is subject to any rights now existing to any lessees or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantees shall have, receive, and enjoy the herein granted undivided interests in and to all bonuses, rents, royalties, and other benefits which may accrue under the terms of said lease insofar as it covers the above-described land from and after the date hereof, precisely

as if the Grantees herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantees the lessors therein.”

5. Mineral Deed dated December 24, 1980, recorded June 24, 1988, in Book 65 of Deeds, Page 418, from Louis A. Grosfield and Evelyn Grosfield; 1/6th to Evelyn Grosfield, 1/6th to Lorents A. M. Grosfield, 1/6th to Elise G. Knudson, 1/6th to Ivanie G. Nelson and 1/6th to Allison G. Corcoran: *“do hereby grant, bargain, sell, convey, transfer, and assign unto the Grantees hereinafter named an undivided five-sixths (5/6ths) of whatever interest was owned by Grantor on and prior to December 24, 1980, in and to all of the oil, gas, and other minerals in and under the following-described lands...*

This conveyance covers, in addition, the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas and other minerals, and removing and marketing the same therefrom and shall be deemed a release and waiver of Grantors’ right of homestead with respect to the interest conveyed hereby.

Louis A. Grosfield, one of the Grantors herein, retains unto himself an undivided one-sixth (1/6) of whatever interest was deemed owned by Grantor on and prior to December 24, 1980.

This conveyance is subject to any rights now existing to any Lessee or Assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantees shall have, receive, and enjoy the herein granted undivided interests in and to all bonuses, rents, royalties, and other benefits which may accrue under the terms of said lease in so far as it covers the above described land from and after the date hereof, precisely as if the Grantees herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantees the Lessors therein.”

6. Reservation in Warranty Deed dated September 28, 1967, recorded January 11, 1990, in Book 66 of Deeds, Page 816, from Louis A. Grosfield and Evelyn Grosfield, to Samuel Langhus: *“RESERVING, however, unto the Grantors, their heirs and assigns, 50% of all minerals, including oil and gas, now owned by Grantors, lying in and under the above-described land, together with the right of ingress and egress for the purpose of exploring for, mining and extracting the same.”*

7. Warranty Deed dated September 3, 1968, recorded January 11, 1990, in Book 66 of Deeds, Page 819, from Samuel Langhus, also known as Samuel H. Langhus, and Dorothy M. Langhus to Hailstone Ranch Company. No mineral reservation, Provided for reference.

8. Quitclaim Deed dated April 6, 1990, recorded April 18, 1990, in Book 67 of Deeds, Page 63, from Louis A. Grosfield to Louis A. Grosfield, Trustee: *“All of Grantor’s right, title, estate and interest in and to all royalties in oil and gas and other minerals produced and saved from lands lying in Sweet Grass County, Montana, together with all mineral interests of whatever kind and wherever situate lying in and under lands in Sweet Grass County, Montana.”*

9. Quitclaim Deed dated April 6, 1990, recorded April 18, 1990, in Book 67 of Deeds, Page 64, from Evelyn Grosfield to Evelyn Grosfield, Trustee: *“All of Grantor’s right, title, estate and interest in and to all royalties in oil and gas and other minerals produced and saved from lands lying in Sweet Grass County, Montana, together with all mineral interests of whatever kind and*

wherever situate lying in and under lands in Sweet Grass County, Montana.”

10. Deed of Distribution dated March 9, 1998, recorded March 11, 1998, in Book 74 of Deeds, Page 728, from Estate of Dorothy Mae Whiting to Louise Haggerty, as Trustee of the Dorothy Mae Whiting Testamentary Trust, established in her Will dated August 19, 1985: *“all right, title and interest of the Estate of Dorothy Mae Whiting in and to the oil, gas and other minerals in and under the following described lands...”*

11. Mineral Deed dated January 29, 1999, recorded February 3, 1999, in Book 75 of Deeds, Page 684, from Maurice H. Knutson and Lillian H. Knutson to Maurice H. Knutson and Lillian H. Knutson, as Trustees of the Maurice H. and Lillian H. Knutson Joint Trust, dated January 29, 1999: *“All minerals reserved by Lillian Grosfield Knutson and Maurice Knutson, wife and husband, in that Special Warranty Deed, dated January 1, 1946, which is recorded in Book 45 of Deeds, commencing at Page 341, records of Sweetgrass County, State of Montana, a copy of which is attached hereto.”*

**UNEXPIRED OR UNRELEASED
OIL AND GAS LEASES:**

DESCRIPTION OF PARCEL G:

TOWNSHIP 4 NORTH, RANGE 12 EAST, PMM, SWEET GRASS COUNTY, MONTANA
Section 35: W½

RECORD SURFACE OWNER, DATE & HOW ACQUIRED:

Hailstone Ranch Company, a Montana corporation, by virtue of Warranty Deed recorded January 11, 1990, Book 66D, page 819 from Samuel Langhus, also known as Samuel J. Langhus, and Dorothy M. Langhus.

MINERAL DEEDS & RESERVATIONS:

NOTE: All US Patents were examined and if there was no mineral reservation by the USA, then the patents are not listed in this report.

1. Reservation in Special Warranty Deed in Book 45 of Deeds, Page 341, dated January 1, 1946, recorded January 4, 1957, from Lillian Grosfield Knutson and Maurice Knutson, to Louis A. Grosfield: *“...and also reserving to the vendors herein fifty per cent (50%) of all the minerals of every kind, nature and description in or under all of the above described lands, including coal, iron, oil and gas, and the right of ingress to and egress from the above described premises at all times for the purpose of exploring for, mining and drilling for any of the minerals hereby reserved, and the right to the use of such of the surface of said lands as may be required in any mining and drilling operation and the preservation of any minerals of any kind produced on said premises and including the right to bring onto the premises any machinery or equipment requisite and necessary in connection with the mining and production of any of the minerals hereby reserved, including the right to lay and maintain pipe and other transmission lines...”*

2. Reservation in Warranty Deed in Book 45 of Deeds, Page 346, dated December 29, 1956, recorded January 4, 1957, from Louis A. Grosfield and Evelyn Grosfield, to L. G. Ranch Company, a Montana corporation: granting *“an undivided one-fourth interest in and to the following described real estate...*

And also reserving to the vendors herein fifty per cent (50%) of all the minerals of every kind, nature and description in or under all of the above described lands, including coal, iron, oil and gas, and the right of ingress to and egress from the above described premises at all times for the purpose of exploring for, mining and drilling for any of the minerals hereby reserved, and the right to the use of such of the surface of said lands as may be required in any mining and drilling operation and the preservation of any minerals of any kind produced on said premises and including the right to bring onto the premises any machinery or equipment requisite and necessary in connection with the mining and production of any of the minerals hereby reserved, including the right to lay and maintain pipe and other transmission lines.

...Subject to all patent reservations, rights of way, and easements, and also reserving unto the grantors all minerals of every kind, nature and description in or under the above-described lands, and the right of ingress to and egress from said lands for the purpose of exploring for mining and drilling for any of the minerals hereby reserved, and the further right to the use of such of the surface of said lands as may be required in any mining and drilling operations.”

3. Warranty Deed dated September 28, 1967, recorded May 18, 1971, in Book 55 of Deeds, Page 257, from L. G. Ranch Company, a Montana corporation, to Louis A. Grosfield: *“All of Grantor’s right, title, estate and interest in and to the following lands...”*

4. Mineral Deed dated September 23, 1981, recorded July 17, 1982, in Book 60 of Deeds, Page 866, from Lillian G. Knutson (same person as Lillian H. Knutson) and Maurice H. Knutson her husband, who joins in this conveyance solely for the purpose of relinquishing any claim that the property hereinafter described shall be included in the augmented estate of Lillian G. Knutson ... to each of the said Grantees as follows: 2/6ths to Maurice H. Knutson, 1/6th to Dorothy M. Whiting and 1/6th to Louise E. Haggerty: *“do hereby grant, bargain, sell, convey, transfer, and assign unto the Grantees hereinafter named an undivided four-sixths (4/6ths) of whatever interest was owned by Grantor on and prior to September 23, 1981, in and to all of the oil, gas, and other minerals in and under the following-described lands...*

This conveyance covers, in addition, the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas and other minerals, and removing and marketing the same therefrom and shall be deemed a release and waiver of Grantor’s right of homestead with respect to the interest conveyed hereby.

Lillian G. Knutson, the Grantor herein, retains unto herself an undivided two-sixths (2/6ths) of whatever interest was deemed owned by Grantor on and prior to September 23, 1981.

This conveyance is subject to any rights now existing to any lessees or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantees shall have, receive, and enjoy the herein granted undivided interests in and to all bonuses, rents, royalties, and other benefits which may accrue under the terms of said lease insofar as it covers the above-described land from and after the date hereof, precisely as if the Grantees herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantees the lessors therein.”

5. Mineral Deed dated December 24, 1980, recorded June 24, 1988, in Book 65 of Deeds, Page 418, from Louis A. Grosfield and Evelyn Grosfield; 1/6th to Evelyn Grosfield, 1/6th to Lorents A. M. Grosfield, 1/6th to Elise G. Knudson, 1/6th to Ivanie G. Nelson and 1/6th to Allison G. Corcoran: *“do hereby grant, bargain, sell, convey, transfer, and assign unto the Grantees hereinafter named an undivided five-sixths (5/6ths) of whatever interest was owned by Grantor on and prior to December 24, 1980, in and to all of the oil, gas, and other minerals in and under the following-described lands...*

This conveyance covers, in addition, the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas and other minerals, and removing and marketing the same therefrom and shall be deemed a release and waiver of Grantors' right of homestead with respect to the interest conveyed hereby.

Louis A. Grosfield, one of the Grantors herein, retains unto himself an undivided one-sixth (1/6) of whatever interest was deemed owned by Grantor on and prior to December 24, 1980.

This conveyance is subject to any rights now existing to any Lessee or Assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantees shall have, receive, and enjoy the herein granted undivided interests in and to all bonuses, rents, royalties, and other benefits which may accrue under the terms of said lease in so far as it covers the above described land from and after the date hereof, precisely as if the Grantees herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantees the Lessors therein.”

6. Reservation in Warranty Deed dated September 28, 1967, recorded January 11, 1990, in Book 66 of Deeds, page 816, from Louis A. Grosfield and Evelyn Grosfield, to Samuel Langhus: *“RESERVING, however, unto the Grantors, their heirs and assigns, 50% of all minerals, including oil and gas, now owned by Grantors, lying in and under the above-described land, together with the right of ingress and egress for the purpose of exploring for, mining and extracting the same.”*

7. Warranty Deed dated September 3, 1968, recorded January 11, 1990, Book 66 of Deeds, Page 819, from Samuel Langhus, also known as Samuel H. Langhus, and Dorothy M. Langhus to Hailstone Ranch Company. No mineral reservation, Provided for reference.

8. Quitclaim Deed dated April 6, 1990, recorded April 18, 1990, in Book 67 of Deeds, Page 63, from Louis A. Grosfield to Louis A. Grosfield, Trustee: *“All of Grantor's right, title, estate and interest in and to all royalties in oil and gas and other minerals produced and saved from lands lying in Sweet Grass County, Montana, together with all mineral interests of whatever kind and wherever situate lying in and under lands in Sweet Grass County, Montana.”*

9. Quitclaim Deed dated April 6, 1990, recorded April 18, 1990, in Book 67 of Deeds, Page 64, from Evelyn Grosfield to Evelyn Grosfield, Trustee: *“All of Grantor's right, title, estate and interest in and to all royalties in oil and gas and other minerals produced and saved from lands lying in Sweet Grass County, Montana, together with all mineral interests of whatever kind and wherever situate lying in and under lands in Sweet Grass County, Montana.”*

10. Deed of Distribution dated March 9, 1998, recorded March 11, 1998, in Book 74 of Deeds, Page 728, from Estate of Dorothy Mae Whiting to Louise Haggerty, as Trustee of the Dorothy Mae Whiting Testamentary Trust, established in her Will dated August 19, 1985: *"all right, title and interest of the Estate of Dorothy Mae Whiting in and to the oil, gas and other minerals in and under the following described lands..."*

11. Mineral Deed dated January 29, 1999, recorded February 3, 1999, in Book 75 of Deeds, Page 684, from Maurice H. Knutson and Lillian H. Knutson to Maurice H. Knutson and Lillian H. Knutson, as Trustees of the Maurice H. and Lillian H. Knutson Joint Trust, dated January 29, 1999: *"All minerals reserved by Lillian Grosfield Knutson and Maurice Knutson, wife and husband, in that Special Warranty Deed, dated January 1, 1946, which is recorded in Book 45 of Deeds, commencing at Page 341, records of Sweetgrass County, State of Montana, a copy of which is attached hereto."*

**UNEXPIRED OR UNRELEASED
OIL AND GAS LEASES:**

DESCRIPTION OF PARCEL H:

TOWNSHIP 4 NORTH, RANGE 12 EAST, PMM, SWEET GRASS COUNTY, MONTANA
Section 33: All

RECORD SURFACE OWNER, DATE & HOW ACQUIRED:

Switchback Ranch, LLC, a Wyoming limited liability company, by virtue of Warranty Deed recorded September 18, 2012, Book 88D, page 174 from Van Cleve Family Limited Partnership.

MINERAL DEEDS & RESERVATIONS:

NOTE: All US Patents were examined and if there was no mineral reservation by the USA, then the patents are not listed in this report.

1. Deed dated December 9, 1936, recorded December 12, 1936, in Book 35 of Deeds, Page 87, from Charles O. Lundquist to John O.T. Lundquist: *"does hereby Grant, Bargain, Quitclaim, and Convey unto the said party of the second part, his heirs and assigns, Forever, Twenty-five per cent (25%) of all the metals and minerals in, upon, or under the lands herein described, or any thereof, together with the right to enter upon said lands or any part thereof and explore for or mine and take and carry away any and all metals and minerals that may be found in, upon or under said lands or any part thereof and to use the surface ground in such manner as may be customary or necessary for mining operations, said tracts or parcels of land lying and being in the County of SWEETGRASS and State of MONTANA, described as follows..."*

2. Deed dated October 31, 1951, recorded August 15, 1952, in Book 39 of Deeds, Page 592A, from John O.T. Lundquist and M. Rosalie Lundquist, his wife, to Virginia T. Lundquist and Mary Jane Lundquist, as joint tenants and not as tenants in common: *"do hereby Grant, Bargain, Quitclaim, and Convey unto the said party of the second part, their heirs and assigns, Forever,*

Sixteen per cent (16%) of all the metals and minerals in, upon, or under the lands herein described, or any thereof, together with the right to enter upon said lands or any part thereof and explore for or mine and take and carry away any and all metals and minerals that may be found in, upon or under said lands or any part thereof and to use the surface ground in such manner as may be customary or necessary for mining operations, said tracts or parcels of land lying and being in the County of SWEETGRASS and State of MONTANA, described as follows..."

3. Reservation in Warranty Deed dated November 4, 1954, recorded December 28, 1954, in Book 44 of Deeds, Page 219, from B. Kesselheim and Lucile E. Kesselheim, husband and wife, to Paul L. Van Cleve Jr.: *"Excepting and reserving to the parties of the first part, their heirs and assigns, an undivided one-fourth of all oil, gas and other minerals on, in and under the lands described herein."*

4. Mineral Deed dated June 11, 1962, recorded August 31, 1962, in Book 50 of Deeds, Page 189, from John O. Lundquist, Rosalie Lundquist, Mary Jane Lundquist, and Virginia T. Lundquist, to Ethel M. Knapp, *"an undivided One-Fourth (1/4) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

5. Mineral Deed dated August 29, 1962, recorded September 11, 1962, in Book 50 of Deeds, Page 197, from Ethel M. Knapp, a married woman, to Viola J. Heath: *"an undivided One-Eighth (1/8th) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

6. Mineral Deed dated September 24, 1962, recorded September 26, 1962, in Book 50 of Deeds, Page 203, from Ethel M. Knapp to Leo V. Steffes, or Bette J. Steffes, either or the survivor: *"an undivided One Thirty Second (1/32nd) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

7. Mineral Deed dated September 25, 1962, recorded September 27, 1962, in Book 50 of Deeds, Page 205, from Ethel M. Knapp to G. Kirk Hills, or Wanida C. Hills, either or the survivor: *"an undivided One Thirty Second (1/32nd) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said*

lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."

8. Mineral Deed dated November 21, 1962, recorded November 23, 1962, in Book 50 of Deeds, Page 237, from Ethel M. Knapp to Robert J. O'Brien, and Gertrude J. O'Brien, as joint tenants, and not as tenants in common, their assigns, the survivor of said parties and the heirs and assigns of the survivor: *"an undivided One Thirty-Second (1/32) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

9. Mineral Deed dated March 2, 1965, recorded March 2, 1965, in Book 51 of Deeds, Page 261, from Ethel M. Knapp to Frank Lewton, and Pearl Lewton, his wife: *"an undivided One Thirty-Second (1/32nd) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands..."*

10. Mineral Deed dated March 8, 1965, recorded March 11, 1965, in Book 51 of Deeds, Page 265, from Ethel M. Knapp to Gerald G. Fager & Florence M. Fager, hus. & wife, as joint tenants and not as tenants in common, with the right of survivorship: *"an undivided One/One Hundred Twenty-Eighth (1/128th) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

11. Mineral Deed dated March 10, 1965, recorded March 12, 1965, in Book 51 of Deeds, Page 266, from Ethel M. Knapp to Helen B. Anderson: *"an undivided One/One Hundred Twenty-Eighth (1/128th) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

12. Mineral Deed dated March 2, 1965, recorded March 16, 1965, in Book 51 of Deeds, Page 267, from Leo V. Steffes and Bette J. Steffes to Ethel M. Knapp: *"an undivided One Thirty-Second (1/32nd) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

13. Mineral Deed dated March 16, 1965, recorded March 20, 1965, in Book 51 of Deeds, Page 270, from Ethel M. Knapp to Lyle D. Halvorson and Verola V. Halvorson, hus. & wife as joint tenants with right of survivorship: *"an undivided One/One Hundred Twenty-Eighth (1/128th)*

interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."

14. Mineral Deed dated March 24, 1965, recorded March 27, 1965, in Book 51 of Deeds, Page 273, from Ethel M. Knapp to Darrell J. Stromme and Joy A. Stromme, Hus. & wife as joint tenants with right of survivorship: *"an undivided One/One Hundred Twenty-Eighth (1/128th) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

15. Mineral Deed dated April 17, 1960, recorded October 27, 1965, in Book 51 of Deeds, Page 411, from B. Kesselheim and Lucile E. Kesselheim, husband and wife, to Kathryn E. (Kesselheim) Martin: *"an undivided one-fourth interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...together with the right of ingress and egress at all times for the purposes of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."*

16. Mineral Deed dated April 8, 1966, recorded April 25, 1966, in nBook 51 of Deeds, Page 539, from Kathryn E. (Kesselheim) Martin and Keith E. Martin to Archie Benham: *"It is the intent of this instrument, that the Grantors do hereby convey to the Grantee, the division of undivided mineral acres in and under all of all sections as hereinafter designated and entered to wit:*

230.38 undivided mineral acre conveyance in & under – Sec. 19 – T.4N-R.12 East

184.21 undivided mineral acre conveyance in & under – Section 31-T.4N-R.12 East

160 undivided mineral acre conveyance in & under – Section 33-T.4N-R.12 East

169.52 undivided mineral acre conveyance in & under – Section 5-T.3N-R.12 East

160 undivided mineral acre conveyance in & under – Section 7-T.3N-R.12 East

240 undivided mineral acre conveyance in & under – Section 9-T.3N-R.12 East

...together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."

17. Mineral Deed dated April 28, 1966, recorded May 6, 1966, in Book 51 of Deeds, Page 555, from Archie Benham to William B. Van Fleet: *"It is the intent of this instrument that the Grantor does hereby convey to the Grantee, Ten (10) undivided mineral acres in and under each of all of All Sections 19, 31 and 33 in Township 4 North, Range 12 East; and Sections 5 and 9, in Township 3 North, Range 12 East...together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and*

other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."

18. Mineral Deed dated April 28, 1966, recorded May 6, 1966, in Book 51 of Deeds, Page 557, from Archie Benham to William B. Van Fleet: *"It is the intent of this instrument that the Grantor does hereby convey to the Grantee, Five (5) undivided mineral acres in and under each of all of All Sections 19, 31 and 33 in Township 4 North, Range 12 East; and Section 9, in Township 3 North, Range 12 East...together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."*

19. Mineral Deed dated April 28, 1966, recorded May 6, 1966, in Book 51 of Deeds, Page 559, from Archie Benham to William B. Van Fleet: *"It is the intent of this instrument that the Grantor does hereby convey to the Grantee, Ten (10) undivided mineral acres in and under each of all of All Sections 19, 31 and 33 in Township 4 North, Range 12 East; and Sections 5 and 9, in Township 3 North, Range 12 East...together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."*

20. Mineral Deed dated June 14, 1966, recorded June 30, 1966, in Book 53 of Deeds, Page 3, from William B. Van Fleet to Lawrence David Graf and Robert Robinson: *"It is the intent of this instrument that the Grantor does hereby convey to the Grantee, Five (5) undivided mineral acres in and under each of all of all Sections 19, 31 and 33 in Township 4 North, Range 12 East; and Section 9, in Township 3 North, Range 12 East...together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."*

21. Mineral Deed dated June 25, 1966, recorded August 11, 1966, in Book 53 of Deeds, Page 35, from Archie Benham to Wm. B. Van Fleet: *"It is the intent of this instrument, that the Grantor does hereby convey to the Grantee, the division of undivided mineral acres in and under all of all sections as hereinafter designated and entered herein to wit:*

10 undivided mineral acres, as a conveyance in & under – Sec. 19 – T.4N-R.12 East

10 undivided mineral acres, as a conveyance in & under – Section 31-T.4N-R.12 East

10 undivided mineral acres, as a conveyance in & under – Section 33-T.4N-R.12 East

10 undivided mineral acres, as a conveyance in & under – Section 5-T.3N-R.12 East

10 undivided mineral acres, as a conveyance in & under – Section 7-T.3N-R.12 East

10 undivided mineral acres, as a conveyance in & under – Section 9-T.3N-R.12 East

...together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."

22. Mineral Deed dated June 24, 1966, recorded August 24, 1966, in Book 53 of Deeds, Page 41, from Archie Benham to Alvin W. Senst and Loma L. Senst, his wife: *"It is the intent of this instrument that the Grantor does hereby convey to the Grantee, Ten (10) undivided mineral acres in and under each of all of all sections 5 and 9 in Twp. 3 N-range 12 east and sections 19 and 33 in Twp. 4N-Range 12 east...together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."*

23. Mineral Deed dated June 7, 1967, recorded June 14, 1967, in Book 53 of Deeds, Page 211, from Darrell J. Stromme and Joy A. Stromme to A. G. Golden: *"an undivided One/One Hundred Twenty-Eighth (1/128th) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

24. Mineral Deed dated May 11, 1970, recorded May 22, 1970, in Book 54 of Deeds, Page 589, from Terrell E. Gibbins and Dorothy Gibbins to Roy G. Barton, Jr.: *"an undivided 150/16858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...It is the intention of the grantors to convey 150 net mineral acres...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

25. Mineral Deed dated April 27, 1970, recorded May 29, 1970, in Book 54 of Deeds, Page 600, from Viola J. Heath to R. E. Moore: *"an undivided One-Eighth (1/8th) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...(It is the intent of the Grantor herein to convey all of her interest.)...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

26. Mineral Deed dated May 11, 1970, recorded June 4, 1970, in Book 54 of Deeds, Page 611, from Terrell E. Gibbins and Dorothy Gibbins to Paul F. Zahn and wife, Vanda Joy Zahn: *"an undivided 200/16858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...It is the intention of the grantors to convey 200 net mineral acres...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

27. Mineral Deed dated May 7, 1970, recorded June 6, 1970, in Book 54 of Deeds, Page 613, from R. E. Moore and Mildred Moore to Terrell E. Gibbins and Dorothy Gibbins: *"an undivided*

One-eighth (1/8th) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...It is the intention of the grantors to convey 2107.37 net mineral acres, being all of their interest...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."

28. Mineral Deed dated May 11, 1970, recorded June 5, 1970, in Book 54 of Deeds, Page 615, from Terrell E. Gibbins and Dorothy Gibbins to Robert L. Summers: *"an undivided 100/16858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...It is the intention of the grantors to convey 100 net mineral acres...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

29. Mineral Deed dated May 11, 1970, recorded June 5, 1970, in Book 54 of Deeds, Page 617, from Terrell E. Gibbins and Dorothy Gibbins to C. D. Thomas: *"an undivided 100/16858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...It is the intention of the grantors to convey 100 net mineral acres...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

30. Mineral Deed dated May 11, 1970, recorded June 5, 1970, in Book 54 of Deeds, Page 619, from Terrell E. Gibbins and Dorothy Gibbins to William V. Oakes: *"an undivided 50/16858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands... It is the intention of the grantors to convey 50 net mineral acres...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

31. Mineral Deed dated May 11, 1970, recorded June 5, 1970, in Book 54 of Deeds, Page 621, from Terrell E. Gibbins and Dorothy Gibbins to W. R. Erickson: *"an undivided 50/16858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands... It is the intention of the grantors to convey 50 net mineral acres...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

32. Mineral Deed dated May 11, 1970, recorded June 12, 1970, in Book 55 of Deeds, Page 7, from Terrell E. Gibbins and Dorothy Gibbins to Dallas McCasland: *"an undivided*

100/16858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...It is the intention of the grantors to convey 100 net mineral acres...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."

33. Mineral Deed dated May 11, 1970, recorded June 15, 1970, in Book 55 of Deeds, Page 21, from Terrell E. Gibbins and Dorothy Gibbins to B. A. Henderson: *"an undivided 100/16858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...It is the intention of the grantors to convey 100 net mineral acres...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

34. Mineral Deed dated October 12, 1972, recorded November 5, 1973, in Book 56 of Deeds, Page 103, from Vanda Joy Zahn to Paul F. Zahn: *"all of her interest in an undivided 200/16858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

35. Mineral Deed dated November 3, 1973, recorded February 22, 1974, in Book 56 of Deeds, Page 203, from William B. Van Fleet to Lloyd J. Hostetler: *"It is the intent of this instrument, that the Grantor does hereby convey to the Grantee, the division of undivided mineral acres in and under all of all sections as hereinafter designated and entered herein to wit:
10 undivided mineral acres, as a conveyance in & under – Section 19-T.4N-R.12 East
10 undivided mineral acres, as a conveyance in & under – Section 31-T.4N-R.12 East
10 undivided mineral acres, as a conveyance in & under – Section 33-T.4N-R.12 East
10 undivided mineral acres, as a conveyance in & under – Section 5-T.3N-R.12 East
10 undivided mineral acres, as a conveyance in & under – Section 7-T.3N-R.12 East
10 undivided mineral acres, as a conveyance in & under – Section 9-T.3N-R.12 East
...together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."*

36. Mineral Deed dated November 3, 1973, recorded February 22, 1974, in Book 56 of Deeds, Page 205, from William B. Van Fleet to Lloyd J. Hostetler: *"It is the intent of this instrument that the Grantor does hereby convey to the Grantee, Ten (10) undivided mineral acres in and under each of all of All Sections 19, 31 and 33 in Township 4 North, Range 12 East; and Sections 5 and 9, in Township 3 North, Range 12 East...together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the*

same therefrom with the right to remove from said land all of Grantee's property and improvements."

37. Mineral Deed dated April 7, 1976, recorded July 16, 1979, in Book 59 of Deeds, Page 133, from William V. Oakes, joined pro forma by his wife, Ida Ellen Oakes, to First National Bank of Lea County, Trustee for William V. Oakes: *"an undivided 50/16858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...It is the intention of the grantors to convey 50 net mineral acres... together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."*

38. Mineral Deed dated July 15, 1971, recorded August 7, 1981, in Book 60 of Deeds, Page 328, from Terrell M. Gibbins and Dorothy Gibbins to Gloria West: *"an undivided 628.68/16,858.95 interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...It is the intention of the Grantors to convey 628.68 acres, more or less, of mineral rights... together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."*

39. Decree of Distribution, Order Approving Final Account of an Intestate Estate dated December 1, 1981, recorded December 7, 1981, in Book 9 of Orders and Decrees, Page 112, Estate of Archie Benham to: an undivided one-third to Dorothy E. (Benham) Dahle; an undivided one-ninth to Mrs. Totiana (Robert) Pillsbury, Jr.; an undivided one-ninth to Archibald Kelley Benham; an undivided one-ninth to Sean Scott Benham; an undivided one-ninth to Dorothy Kathleen Benham; an undivided one-ninth to Daryl Bryce Benham; and an undivided one-ninth to Gary Boyd Benham: *"...160 undivided mineral acres in Section Thirty-three (33), Township Four (4) North, Range Twelve (12) E.M.P.M...."*

40. Mineral Deed dated January 18, 1983, recorded March 11, 1983, in Book 61 of Deeds, Page 525, from Roy G. Barton, Jr. and Norma J. Barton, to Roy G. Barton, Jr.: *"an undivided 75/16,858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...It is the intent of this deed to convey 75 net mineral acres... together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."*

41. Mineral Deed dated December 19, 1984, recorded January 11, 1985, in Book 62 of Deeds, Page 722, from Gloria West and Charles D. West, Jr., to J. R. Canon and Betty Canon, his wife: *"an undivided 332.44/16,858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said*

lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."

42. Deed of Distribution dated December 17, 1984, recorded January 14, 1985, in Book 62 of Deeds, Page 727, from Estate of Pearl M. Lewton to Frank Lewton: *"An undivided one-half of 1/32nd interest in and to all of the oil, gas, and all other minerals in and under the following described real estate in SWEETGRASS COUNTY, MONTANA..."*

43. Mineral Deed dated August 20, 1985, recorded August 23, 1985, in Book 63 of Deeds, Page 144, from Gloria West and Charles D. West, Jr., to Gloria West, Trustee for Gloria West and Charles D. West, Jr.: *"all right, title and interest Grantor may possess in and to all of the oil, gas and other minerals in and under that may be produced, removed, or extracted from the following described land...628.68/16,858.95 int... together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."*

44. Mineral Deed dated February 10, 1986, recorded February 26, 1986, in Book 63 of Deeds, Page 436, from Robert J. O'Brien and Gertrude J. O'Brien to Nancy C. Zier: *"an undivided one-thirtysecond (1/32) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

45. Mineral Deed dated March 4, 1986, recorded April 11, 1986, in Book 63 of Deeds, Page 505, from Nancy C. Zier to Roy G. Barton, Jr., Trustee of the Roy G. Barton, Sr. & Opal Barton Revocable Trust: *"an undivided one-sixtyfourth (1/64) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee's property and improvements, including the release and waiver of the right of homestead."*

46. Deed of Distribution dated April 17, 1986, recorded April 29, 1986, in Book 63 of Deeds, Page 537, from Estate of Terrell Ernest Gibbins to Orvis E. Smith, as personal representative of the Estate of Dorothy Dean Gibbins: *"Undivided 1/8th interest in and to all of the oil, gas and other minerals in..."*

47. Deed of Conveyance dated May 30, 1986, recorded July 25, 1986, in Book 63 of Deeds, Page 708, from Estate of Dorothy Dean Gibbins to Mark Fliginger (33.3333%), Inland Oil & Gas Corporation (33.3333%) and M. J. Armstrong (33.3333%): *"hereby sells, assigns, transfers and conveys all the right, title and interest of said estate...in and to the property situated in Park and Sweetgrass County, Montana, and particularly described as follows: Mineral Interest [legal description]"*

48. Mineral Deed dated September 29, 1986, recorded November 21, 1986, in Book 64 of Deeds, Page 142, from Moncor Trust Co. d/b/a New Mexico Trust & Financial Services, Inc., Successor Trustee to First National Bank of Lea Co., Trustee for William V. Oakes, to United Bank of Lea County, Trustee for William V. Oakes: *“an undivided 50/16858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...It is the intention of the grantor to convey 50 net mineral acres... together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee’s property and improvements.”*

49. Mineral Deed dated March 4, 1986, recorded January 19, 1987, in Book 64 of Deeds, Page 236, from Nancy C. Zier to New Western Exploration & Development Co., Inc.: *“an undivided one-sixtyfourth (1/64th) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee’s property and improvements, including the release and waiver of the right of homestead.”*

50. Mineral Deed dated April 3, 1986, recorded January 19, 1987, in Book 64 of Deeds, Page 238, from New Western Exploration & Development Co., Inc. to Karbon Coal, LTD., a Montana corporation: *“an undivided one-sixtyfourth (1/64) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee’s property and improvements, including the release and waiver of the right of homestead.”*

51. Mineral Deed dated May 14, 1986, recorded January 19, 1987, in Book 64 of Deeds, Page 240, from Karbon Coal, LTD, a Montana corporation, to TMR Corporation: *“an undivided one-sixtyfourth (1/64) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...with the right of ingress and egress at all times for the purpose of operating and developing said lands for oil, gas, and other minerals, and marketing the same therefrom with the right to remove from said lands all of Grantee’s property and improvements, including the release and waiver of the right of homestead.”*

52. Quitclaim Mineral Deed dated August 12, 1986, recorded February 23, 1987, in Book 64 of Deeds, Page 299, from Charles D. West, Jr., Successor Trustee for Gloria West and Charles D. West, Jr., to J. R. Canon and Betty Canon, husband and wife: *“an undivided 296.24/16,858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described land... together with the rights of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee’s property and improvements.”*

53. Mineral Deed dated September 8, 1988, recorded September 9, 1988, in Book 65 of Deeds, Page 608, from Norwest Capital Management & Trust Co., Montana, Conservator for Viola J. Heath, to Norwest Capital Management & Trust Co., Montana, as Trustee: *“An undivided .125 interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described land...including all proportionate rentals under any and all leases of said land and premises for exploration or development for oil, gas or other minerals, if at any time said land and premises are leased for said purposes, and the right to ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said land for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the rights to remove from said land all of grantee’s property and improvements...”*

54. Mineral Deed dated December 6, 1988, recorded January 18, 1989, in Book 65 of Deeds, Page 969, from United Bank of Lea County, Trustee for William V. Oakes, to The Holmes Trust: *“an undivided 25/16858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...It is the intention of the grantor to convey 25 net mineral acres... together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee’s property and improvements.”*

55. Deed of Conveyance dated February 27, 1989, recorded March 9, 1989, in Book 66 of Deeds, Page 106, from M. J. Armstrong to H. L. Reichert, Jr.: *“the undersigned hereby sells, assigns, transfers and conveys Fifty Percent (50%) of Grantor’s interest of said property unto...”*

56. Deed of Conveyance dated February 27, 1989, recorded March 20, 1989, in Book 66 of Deeds, Page 129, from M. J. Armstrong to Patrick Resources, Inc. Employees Pension Trust: *“the undersigned hereby sells, assigns, transfers and conveys One Third (1/3) of Grantor’s interest of said property unto...”*

57. Deed of Distribution dated February 13, 1990, recorded March 22, 1990, in Book 66 of Deeds, Page 942, from the Estate of Frank G. Lewton, one-fifth to Gail L. Murner, one-fifth to Rev. Gene Lewton, one-fifth to Dean C. Lewton, one-fifty to Linda J. Olpin, one-seventh of one-fifth to Bruce A. Burke, one-seventh of one-fifth to Patrick H. Burke, one-seventh of one-fifth to Mark S. Burke, one-seventh of one-fifth to Thomas J. Burke, one-seventh of one-fifth to Donna M. Speidel, one-seventh of one-fifth to Wanda L. McKittrick, and one-seventh of one-fifth to Ruth A. Burke: *“One/Thirty-second (1/32nd) interest in and to all of the oil, gas and all other minerals in and under the following described real estate...”*

58. Mineral Deed dated December 7, 1993, recorded January 28, 1994, in Book 70 of Deeds, Page 696, from United New Mexico Trust Co., Successor Trustee to United New Mexico Bank at Lea County, f/k/a United Bank of Lea County, Trustee for William V. & Ida E. Oakes, to William V. Oakes and Ida E. Oakes, Joint Tenants with right of survivorship: *“an undivided ½ of 50/16858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...It is the intention of the grantor to convey*

25 net mineral acres... together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."

59. Mineral Deed dated May 23, 1995, recorded May 26, 1995, in Book 72 of Deeds, Page 31, from J. R. Canon and Betty Canon, to J.R. Canon and Betty L. Canon, Trustees, or their successors in trust, under the J.R. & B.L. Canon Living Trust dated May 8, 1995, and any amendments thereto: *"an undivided 296.24/16,858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands...together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."*

60. Mineral Deed dated May 23, 1995, recorded May 26, 1995, in Book 72 of Deed, Page 33, from J. R. Canon and Betty Canon to J.R. Canon and Betty L. Canon, Trustees, or their successors in trust, under the J.R. & B.L. Canon Living Trust dated May 8, 1995, and any amendments thereto: *"an undivided 332.44/16,858.95ths interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands... together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."*

61. Mineral Deed dated June 30, 1993, recorded September 5, 1995, in Book 72 of Deeds, Page 388, from Louise C. Summers, Individually and as Personal Representative of the Estate of Robert L. Summers, to L. Summers Oil Company: *"all of the undersigned's right, title and interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described land...together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."*

62. Mineral Deed dated June 25, 1997, recorded June 30, 1997, in Book 74 of Deeds, Page 154, from J. W. Neal, President of L. Summers Oil Company, to J. W. Neal, Wilma Lou Andre, and Roberta L. Summers, in equal shares, share and share alike: *"all of its right, title and interest in and to the oil, petroleum, gas, coal, asphalt and all other minerals of every kind or character in and under, that may be produced from certain lands...together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantees' property and improvements."*

63. Mineral Deed dated December 28, 1997, recorded February 3, 1998, in Book 74 of Deeds, Page 656, from M. J. Armstrong and Patrick Resources, Inc. Employees Pension Trust, to

Armstrong Children's Trust: *"all right, title and interest in and to all of the oil, gas, casinghead gas, casinghead gasoline, all liquid hydrocarbons, and other minerals, including, but not limited to, sulphur, coal, gravel, clay, uranium and other ores containing fissionable materials, in and under and that may be produced from the following described lands...together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, casinghead gas, casinghead gasoline, all liquid hydrocarbons and other minerals, including, but not limited to, sulphur, coal, gravel, clay, uranium and other ores containing fissionable materials, and the storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."*

64. Mineral Deed dated February 20, 1998, recorded April 17, 1998, in Book 74 of Deeds, Page 814, from Henry L. Reichert, Jr., a/k/a H. L. Reichert, Jr., to Thomas W. Reichert, Trustee of the Reichert Family Irrevocable Trust: *"all the oil, gas, coal and other minerals of any nature whatsoever, including gravel, clay and scoria owned by Henry L. Reichert, Jr., a/k/a H. L. Reichert, Jr., in and under and that may be produced from the following described lands... together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."*

65. Mineral Deed dated May, 28, 1998, recorded June 8, 1998, in Book 74 of Deeds, Page 923, from Stacy L. Kinney, Personal Representative of the Estate of Roberta L. Summers, to Stacy L. Kinney: *"all of Roberta L. Summer's right, title and interest in and to the oil, petroleum, gas, coal, asphalt and all other minerals of every kind or character in and under, that may be produced from certain lands... together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas, and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements."*

66. Quit Claim Mineral Deed dated October 11, 2005, recorded November 4, 2005, in Book 82 of Deeds, Page 981, from Roy W. Chandler, William C. Bell and The Trust Company of Oklahoma, as Co-Trustees of the Paul F. Zahn Trust, to PFZ, L.L.C.: *"all of Grantor's right, title, interest, and estate, both at law and in equity, in and to all the oil, gas, mineral and leasehold rights in the lands described on Exhibit "A"...including, without limitation, all of the oil, gas and other minerals of every kind and character in and under and that may be produced from the lands described."*

67. Affidavit of Identity and Survivorship dated March 9, 2006, recorded April 3, 2006, in Book 66 of Misc., Page 294A, confirming the death of joint tenant Gerald G. Fager, with Florence M. Grube, f/k/a Florence M. Fager, as the survivor joint tenant for described mineral rights.

68. Mineral Deed dated August 4, 2006, recorded August 11, 2006, in Book 83 of Deeds, Page 763, from Totiana A. Pillsbury, a/k/a Mrs. Totiana (Robert) Pillsbury, Jr., to Totiana A. Pillsbury and Robert K. Pillsbury, Jr., as Co-Trustees of the Totiana A. Pillsbury Revocable Trust U/A dated April 17, 2006, *"all of Grantor's mineral interest and/or royalty interest, including but not*

limited to coal, oil, and gas, owned or possessed by the GRANTOR in, under, or that may be produced from the following described lands..."

69. Personal Representative's Deed of Distribution dated March 9, 2006, recorded November 24, 2006, in Book 84 of Deeds, Page 80, from Carol Svir as Personal Representative of the Estate of Florence M. Grube fka Florence M. Fager, to Carol Svir and Kenneth Williams, Grantees, *"all of Grantor's mineral rights in Sweetgrass County, Montana described as follows..."*

70. Affidavit of Termination of Agency Agreement and Change of Address, dated June 10, 2008, recorded June 25, 2008, in Book 68 of Misc., Page 206, confirming that PFZ, L.L.C. had terminated the Investment Management Agency Agreement with The Trust Company of Oklahoma and changing the address of the Trust.

71. Assignment, Conveyance and Mineral Deed dated effective December 1, 2010, recorded January 3, 2011, in Book 87 of Deeds, Page 141, from A.G. Golden to Rose Royalty, LLC, an Arizona limited liability company, *"all of the mineral interests described in Exhibit "A"...together with all right, title and interest in and to the oil, gas and all other hydrocarbons..."*

72. Mineral Deed dated April 27, 2011, recorded May 3, 2011, in Book 87 of Deeds, Page 334, from the J.R. and B.L. Canon Living Trust dated May 8, 1995 to The Family Trust created under the J.R. and B.L. Canon Living Trust dated May 8, 1995, *"all of GRANTOR'S undivided interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands..."*

73. Statement of Fact of Change of Address dated September 22, 2011, recorded October 3, 2011, in Book 72 of Misc., Page 930, changing the address of PFZ, LLC.

74. Affidavit of Ownership dated April 12, 2013, recorded May 23, 2013, in Book 73 of Misc., Page 978, from Roy G. Barton, Jr. stating that *"the undersigned is the owner of undivided interests as set forth below in the mineral rights under the following described lands situated in the Counties of Park and Sweetgrass...the undersigned desires to preserve such interest as reflected in the office of County Recorder of said Counties and does not intend to abandon the same."*

75. Personal Representative's Mineral Deed of Distribution, dated June 5, 2013, recorded August 19, 2013, in Book 88 of Deeds, Page 843, from Kilyn Michelle Roth, as Personal Representative of the Estate of Gary Boyd Benham, to Kilyn Roth, Trustee or her successors in trust, under the K.M.R. Living Trust, dated November 19, 2012, and any amendments thereto, *"all of the right, title and interest of the decedent at the time of decedent's death, and all of the right, title, and interest that the decedent or decedent's estate may have subsequently acquired by operation of law, or otherwise, in and to the following real property in Sweetgrass County, Montana..."*

76. Trustee Mineral Deed effective September 4, 2013, recorded February 19, 2014, in Book 89 of Deeds, Page 168, from Charles D. West, III and Laura Jean Amman, as Successor Trustees of the Gloria West and Charles D. West Jr. Irrevocable Trust UTA dated August 9, 1985, Grantors, and Charles D. West, III and Laura Jean Amman, Grantees, as tenants in common, *“all of the Grantors’ undivided interest in and to all of the oil, gas, gravel, clay, casinghead gas, casinghead gasoline, gasoline condensate and related hydrocarbons, sulphur, coal, uranium and other ores containing fissionable materials, salt, potash, clay, ferrous and non-ferrous metals, and all other minerals of whatever kind, including all royalty interests associated therewith, in and under and that may be produced from the following real property...”*

77. Stipulation of Trustees dated June 12, 2014, effective September 1, 2015, recorded October 5, 2015, in Book 74 of Misc., Page 905, Stipulation by Samuel Haynes Canon, Patricia C. Canon, Jackie Canon Taylor, and James C. Taylor, as Co-Trustees verify that the Family Trust created under the J.R. and B.L. Canon Living Trust dated May 8, 1995 and the Mineral Interest Trust created under the J.R. and B.L. Canon Living Trust dated May 8, 1995 are one and the same trust with the same trustees.

78. Mineral Deed dated July 1, 2016, recorded July 7, 2016, in Book 91 of Deeds, Page 108, from Dorothy E. Benham Dahle, n/k/a Dorothy E. Dahle, Grantor, to Dorothy E. Dahle, Archibald Kelley Benham, Totiana Alana Pillsbury, Dorothy Kathleen Benham, and Sean Scott Benham, Grantees, in equal shares, as joint tenants with right of survivorship, *“all of GRANTOR’S three eighths (3/8ths) mineral ownerships or interest, or royalty interest, including but not limited to, oil, gas, coal, hydrocarbons, or uranium, in, or under, or that lie or that may be produced from the below described lands...One-fortieth (1/40), or an undivided 160 mineral acres, in or under...Section 33...Together with the right of ingress and egress, to explore, develop and produce any and all minerals located on the above lands. However, the GRANTOR, excepts from this Mineral and Royalty Deed and reserves unto herself, a Life Estate in all of said mineral interest or royalty, unto herself for her life, including all royalties from all existing mineral leases, and including all future leases, bonuses, rents, royalties and other mineral benefits which have or may accrue under the terms of any existing Mineral Lease or future Leases insofar as they cover the mineral interest of the GRANTOR and Life Estate of the GRANTOR in said minerals.”*

79. Termination of Life Estate of Minerals dated January 10, 2017, recorded January 30, 2017, in Book 91 of Deeds, Page 540, terminating the life estate reserved by Dorothy E. Benham, a/k/a Dorothy E. Dahle, due to her death on 7-23-2016 and vesting her interests in the remaindermen named in the document at Book of Deeds 91D, Page 108, namely, Archibald Kelley Benham, Totiana Alana Pillsbury, Dorothy Kathleen Benham and Sean Scott Benham.

79. Mineral Deed dated November 13, 2017, effective November 1, 2017, recorded December 8, 2017, in Book 92 of Deeds, Page 285, from Mark Fliginger, Grantor to Green Wing Royalty, LLC, Grantee, *“an undivided ALL (100%) interest in all of the oil, gas and other (illegible) from the following lands...It is the intention of the Grantor to convey all of the minerals he may now own to the Grantee.”*

80. Affidavit of Identity of Original Co-Trustees and of Trustee Successorship, dated February 19, 2018, recorded March 19, 2018, in Book 76 of Misc., Page 220, verifying that the current successor Co-Trustees of The Holmes Trust dated January 13, 1988 are Sheryl Oaks and Kathie Shepherd, affecting the mineral property transferred by the Mineral Deed to The Holmes Trust recorded at Book 65, Page 969.

81. Trustee's Deed dated February 19, 2018, recorded March 19, 2018, in Book 92 of Deeds, Page 537, from Sheryl Oaks and Kathie Shepherd, as Successor Co-Trustees of The Holmes Trust dated January 13, 1988 as GRANTOR, to Holmes OG Legacy, LLC, a Texas Limited Liability Company, an undivided 2/3rd interest, as tenant in common; SEO, LLC, a New Mexico Limited Liability Company, an undivided 1/6th interest, as tenant in common; and RSJD, LLC, a New Mexico Limited Liability Company, an undivided 1/6th interest, as tenant in common, as GRANTEES, *"all of Grantor's right, title and interest in and to all oil, gas and other minerals in and under and to and that may be produced from the following real property..."*

82. Acknowledgment of Termination of Joint Tenancy dated February 2, 2019, recorded March 18, 2019, in Book 93 of Deeds, Page 252, terminating the joint tenancy interest of Lyle D. Halvorson due to his death on February 11, 2016, and confirming ownership by the surviving joint tenant, Verola V. Halvorson, namely in *"an undivided One/One Hundred Twenty-Eighth (1/128th) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands..."*

83. Quitclaim Mineral Deed dated February 2, 2019, recorded March 18, 2019, in Book 93 of Deeds, Page 253, from Verola V. Halvorson, Grantor, to Verola V. Halvorson and Jenna Bailey, Trustees of the Verola V. Halvorson Survivor's Trust, Grantee, *"an undivided one/one-hundred twenty-eighth (1/128th) interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described lands..."*

UNEXPIRED OR UNRELEASED

OIL AND GAS LEASES: None

It is recommended that any party relying on this report obtain their own independent legal counsel to review this report on behalf of any party. Any comments, notes or opinions as to the type of interest reserved or conveyed are opinion only and should not be relied upon.

To the best of our knowledge, this report reflects information regarding the subject lands as determined from an examination of Sweet Grass Title Company tract indices. This report does not constitute a title insurance policy or guarantee in any way. Although diligence was exercised while examining the records and in the preparation of the report the undersigned assumes no liability whatsoever and by accepting this report, the recipient agrees that liability is limited to the amount paid.

Sweet Grass Title Company



By _____ President.
R. Mark Josephson

LAND EXCHANGE PROPOSAL
The East Crazy Mountains and
Inspiration Divide Public Access Improvement Land Exchange
Sweet Grass, Park, and Madison Counties, Montana

Exhibit 10

Montana Water Rights Reports

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43BV 60160-00 STATEMENT OF CLAIM

Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: USA (DEPT OF AGRICULTURE FOREST SERVICE)
WATER RIGHTS PROGRAM MANAGER, NORTHERN REGION
26 FORT MISSOULA RD
MISSOULA, MT 59804-7203

Priority Date: JUNE 17, 1917

Enforceable Priority Date: JUNE 17, 1917

Type of Historical Right: USE

Purpose (use): STOCK

Maximum Flow Rate:

Maximum Volume: THIS WATER RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCKWATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORICAL USE OF THE AREA SERVICED BY THIS WATER SOURCE.

Source Name: SWEET GRASS CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			10	4N	12E	SWEET GRASS

Period of Diversion: JUNE 1 TO SEPTEMBER 30

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

Period of Use: JUNE 1 to SEPTEMBER 30

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1				10	4N	12E	SWEET GRASS

Remarks:

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

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43BV 30143592 STATEMENT OF CLAIM
Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: BILLY CREEK RANCH TRUST
ANDERSON, NATHAN T TRUSTEE
515 MELVILLE RD
BIG TIMBER, MT 59011

Priority Date: JUNE 1, 1885

Enforceable Priority Date: JUNE 1, 1885

Type of Historical Right: USE

Purpose (use): STOCK

Maximum Flow Rate: A SPECIFIC FLOW RATE HAS NOT BEEN DECREED BECAUSE THIS USE CONSISTS OF STOCK DRINKING DIRECTLY FROM THE SOURCE, OR FROM A DITCH SYSTEM. THE FLOW RATE IS LIMITED TO THE MINIMUM AMOUNT HISTORICALLY NECESSARY TO SUSTAIN THIS PURPOSE.

Maximum Volume: THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCK WATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORICAL USE OF THE AREA SERVICED BY THIS WATER SOURCE.

Source Name: SPRING, UNNAMED TRIBUTARY OF BASIN CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	1	NENENE	12	4N	12E	SWEET GRASS

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		1	NENENE	12	4N	12E	SWEET GRASS

Geocodes/Valid: 40-1310-12-1-01-01-0000 - Y

Remarks:

THIS CLAIM NUMBER WAS NOT INCLUDED IN THE BASIN 43BV DECREE ISSUED 12/19/1984
THE OWNERSHIP OF THIS RIGHT MAY BE QUESTIONABLE. PART OR ALL OF THE PLACE OF USE
APPEARS TO BE ON FEDERAL LAND.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43BV 30143593 STATEMENT OF CLAIM
Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: BILLY CREEK RANCH TRUST
ANDERSON, NATHAN T TRUSTEE
515 MELVILLE RD
BIG TIMBER, MT 59011

Priority Date: JUNE 1, 1885

Enforceable Priority Date: JUNE 1, 1885

Type of Historical Right: USE

Purpose (use): STOCK

Maximum Flow Rate: A SPECIFIC FLOW RATE HAS NOT BEEN DECREED BECAUSE THIS USE CONSISTS OF STOCK DRINKING DIRECTLY FROM THE SOURCE, OR FROM A DITCH SYSTEM. THE FLOW RATE IS LIMITED TO THE MINIMUM AMOUNT HISTORICALLY NECESSARY TO SUSTAIN THIS PURPOSE.

Maximum Volume: THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCK WATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORICAL USE OF THE AREA SERVICED BY THIS WATER SOURCE.

Source Name: BASIN CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		S2	12	4N	12E	SWEET GRASS

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			S2	12	4N	12E	SWEET GRASS

Geocodes/Valid: 40-1310-12-1-01-01-0000 - Y

Remarks:

THIS CLAIM NUMBER WAS NOT INCLUDED IN THE BASIN 43BV DECREE ISSUED 12/19/1984
THE OWNERSHIP OF THIS RIGHT MAY BE QUESTIONABLE. PART OR ALL OF THE PLACE OF USE APPEARS TO BE ON FEDERAL LAND.
THIS CLAIM APPEARS TO BE CLAIMING TWO SEPARATE SOURCES OF WATER. MORE THAN ONE WATER RIGHT MAY BE INVOLVED.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43BV 30143594 STATEMENT OF CLAIM
Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: BILLY CREEK RANCH TRUST
ANDERSON, NATHAN T TRUSTEE
515 MELVILLE RD
BIG TIMBER, MT 59011

Priority Date: JUNE 1, 1885

Enforceable Priority Date: JUNE 1, 1885

Type of Historical Right: USE

Purpose (use): STOCK

Maximum Flow Rate: A SPECIFIC FLOW RATE HAS NOT BEEN DECREED BECAUSE THIS USE CONSISTS OF STOCK DRINKING DIRECTLY FROM THE SOURCE, OR FROM A DITCH SYSTEM. THE FLOW RATE IS LIMITED TO THE MINIMUM AMOUNT HISTORICALLY NECESSARY TO SUSTAIN THIS PURPOSE.

Maximum Volume: THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCK WATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORICAL USE OF THE AREA SERVICED BY THIS WATER SOURCE.

Source Name: SPRING, UNNAMED TRIBUTARY OF BASIN CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SESESWNE	12	4N	12E	SWEET GRASS

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SESESWNE	12	4N	12E	SWEET GRASS

Geocodes/Valid: 40-1310-12-1-01-01-0000 - Y

Remarks:

THIS CLAIM NUMBER WAS NOT INCLUDED IN THE BASIN 43BV DECREE ISSUED 12/19/1984
THE OWNERSHIP OF THIS RIGHT MAY BE QUESTIONABLE. PART OR ALL OF THE PLACE OF USE
APPEARS TO BE ON FEDERAL LAND.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43BV 60158-00 STATEMENT OF CLAIM

Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: USA (DEPT OF AGRICULTURE FOREST SERVICE)
WATER RIGHTS PROGRAM MANAGER, NORTHERN REGION
26 FORT MISSOULA RD
MISSOULA, MT 59804-7203

Priority Date: AUGUST 10, 1906

Enforceable Priority Date: AUGUST 10, 1906

Type of Historical Right: USE

Purpose (use): STOCK

Maximum Flow Rate:

Maximum Volume: THIS WATER RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCKWATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORICAL USE OF THE AREA SERVICED BY THIS WATER SOURCE.

Source Name: BASIN CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		S2	12	4N	12E	SWEET GRASS

Period of Diversion: JULY 1 TO OCTOBER 31

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

Period of Use: JULY 1 to OCTOBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			S2	12	4N	12E	SWEET GRASS

Remarks:

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

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43B 17155-00 STATEMENT OF CLAIM

Version: 2 -- REEXAMINED

Version Status: ACTIVE

Owners: SWITCHBACK RANCH LLC
C/O JEROME CHVILICEK
PO BOX 81490
BILLINGS, MT 59108-1490

Priority Date: DECEMBER 31, 1881

Enforceable Priority Date: DECEMBER 31, 1881

Type of Historical Right: USE

Purpose (use): COMMERCIAL

Maximum Flow Rate: 30.00 GPM

Maximum Volume: 24.26 AC-FT

Source Name: SPRING, UNNAMED TRIBUTARY OF BIG TIMBER CREEK

Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NWSWNW	2	3N	12E	SWEET GRASS

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: DEVELOPED SPRING

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NESENW	2	3N	12E	SWEET GRASS

Geocodes/Valid: 40-1218-02-3-01-02-0000 - Y

Remarks:

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

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 32835 RECEIVED 03/20/2006.

OWNERSHIP UPDATE TYPE DOR # 106427 RECEIVED 09/17/2012.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43B 17156-00 STATEMENT OF CLAIM

Version: 2 -- REEXAMINED

Version Status: ACTIVE

Owners: SWITCHBACK RANCH LLC
C/O JEROME CHVILICEK
PO BOX 81490
BILLINGS, MT 59108-1490

Priority Date: DECEMBER 31, 1922

Enforceable Priority Date: DECEMBER 31, 1922

Type of Historical Right: USE

Purpose (use): COMMERCIAL

Maximum Flow Rate: 90.00 GPM

Maximum Volume: 19.29 AC-FT

Source Name: SPRING, UNNAMED TRIBUTARY OF BIG TIMBER CREEK

Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NESENW	2	3N	12E	SWEET GRASS

Period of Diversion: JUNE 10 TO SEPTEMBER 10

Diversion Means: DEVELOPED SPRING

Period of Use: JUNE 10 to SEPTEMBER 10

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NESENW	2	3N	12E	SWEET GRASS

Geocodes/Valid: 40-1218-02-3-01-02-0000 - Y

Remarks:

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

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 32835 RECEIVED 03/20/2006.

OWNERSHIP UPDATE TYPE DOR # 106427 RECEIVED 09/17/2012.

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43BV 30137749 STATEMENT OF CLAIM
Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: CARROCCIA FAMILY LIMITED PARTNERSHIP
617 WHEELER CREEK RD
BIG TIMBER, MT 59011

Priority Date: DECEMBER 31, 1918

Enforceable Priority Date: DECEMBER 31, 1918

Type of Historical Right: USE

Purpose (use): STOCK

Maximum Flow Rate: A SPECIFIC FLOW RATE HAS NOT BEEN DECREED BECAUSE THIS USE CONSISTS OF STOCK DRINKING DIRECTLY FROM THE SOURCE, OR FROM A DITCH SYSTEM. THE FLOW RATE IS LIMITED TO THE MINIMUM AMOUNT HISTORICALLY NECESSARY TO SUSTAIN THIS PURPOSE.

Maximum Volume: THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCK WATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORICAL USE OF THE AREA SERVICED BY THIS WATER SOURCE.

Source Name: UNNAMED TRIBUTARY OF SWEET GRASS CREEK

Source Type: SURFACE WATER

Source Name: SWEET GRASS CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SESE	7	4N	12E	SWEET GRASS

Period of Diversion: JUNE 15 TO OCTOBER 15

Source Name: SWEET GRASS CREEK

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

2	4	SW	7	4N	12E	SWEET GRASS
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Period of Diversion: JUNE 15 TO OCTOBER 15

Source Name: UNNAMED TRIBUTARY OF SWEET GRASS CREEK

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

3	8	SW	7	4N	12E	SWEET GRASS
---	---	----	---	----	-----	-------------

Period of Diversion: JUNE 15 TO OCTOBER 15

Source Name: UNNAMED TRIBUTARY OF SWEET GRASS CREEK

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

4	9	SW	7	4N	12E	SWEET GRASS
---	---	----	---	----	-----	-------------

Period of Diversion: JUNE 15 TO OCTOBER 15

Source Name: UNNAMED TRIBUTARY OF SWEET GRASS CREEK

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

5	11	SW	7	4N	12E	SWEET GRASS
---	----	----	---	----	-----	-------------

Period of Diversion: JUNE 15 TO OCTOBER 15

Source Name: UNNAMED TRIBUTARY OF SWEET GRASS CREEK

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

6	12	SW	7	4N	12E	SWEET GRASS
---	----	----	---	----	-----	-------------

Period of Diversion: JUNE 15 TO OCTOBER 15

Source Name: UNNAMED TRIBUTARY OF SWEET GRASS CREEK

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

Period of Use: JUNE 15 to OCTOBER 15

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SE	7	4N	12E	SWEET GRASS
2		4	SW	7	4N	12E	SWEET GRASS
3		8	SW	7	4N	12E	SWEET GRASS
4		9	SW	7	4N	12E	SWEET GRASS
5		11	SW	7	4N	12E	SWEET GRASS
6		12	SW	7	4N	12E	SWEET GRASS

Geocodes/Valid: 40-1310-07-1-01-01-0000 - Y

Remarks:

THIS CLAIM NUMBER WAS NOT INCLUDED IN THE BASIN 43BV DECREE ISSUED 12/19/1984

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43BV 30143518 STATEMENT OF CLAIM
Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: WARD AND PARKER LLC
1029 OTTER CREEK RD
BIG TIMBER, MT 59011

Priority Date: DECEMBER 31, 1931

Enforceable Priority Date: DECEMBER 31, 1931

Type of Historical Right: USE

Purpose (use): STOCK

Maximum Flow Rate: A SPECIFIC FLOW RATE HAS NOT BEEN DECREED BECAUSE THIS USE CONSISTS OF STOCK DRINKING DIRECTLY FROM THE SOURCE, OR FROM A DITCH SYSTEM. THE FLOW RATE IS LIMITED TO THE MINIMUM AMOUNT HISTORICALLY NECESSARY TO SUSTAIN THIS PURPOSE.

Maximum Volume: THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCK WATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORICAL USE OF THE AREA SERVICED BY THIS WATER SOURCE.

Source Name: BRUIN CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NWNWNE	17	4N	12E	SWEET GRASS

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NWNWNE	17	4N	12E	SWEET GRASS

Geocodes/Valid: 40-1310-17-1-01-01-0000 - Y

Remarks:

THIS CLAIM NUMBER WAS NOT INCLUDED IN THE BASIN 43BV DECREE ISSUED 12/19/1984

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43BV 30143519 STATEMENT OF CLAIM
Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: WARD AND PARKER LLC
1029 OTTER CREEK RD
BIG TIMBER, MT 59011

Priority Date: DECEMBER 31, 1931

Enforceable Priority Date: DECEMBER 31, 1931

Type of Historical Right: USE

Purpose (use): STOCK

Maximum Flow Rate: A SPECIFIC FLOW RATE HAS NOT BEEN DECREED BECAUSE THIS USE CONSISTS OF STOCK DRINKING DIRECTLY FROM THE SOURCE, OR FROM A DITCH SYSTEM. THE FLOW RATE IS LIMITED TO THE MINIMUM AMOUNT HISTORICALLY NECESSARY TO SUSTAIN THIS PURPOSE.

Maximum Volume: THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCK WATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORICAL USE OF THE AREA SERVICED BY THIS WATER SOURCE.

Source Name: SPRING, UNNAMED TRIBUTARY OF BRUIN CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NENENW	17	4N	12E	SWEET GRASS

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NENENW	17	4N	12E	SWEET GRASS

Geocodes/Valid: 40-1310-17-1-01-01-0000 - Y

Remarks:

THIS CLAIM NUMBER WAS NOT INCLUDED IN THE BASIN 43BV DECREE ISSUED 12/19/1984

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43BV 30146156 STATEMENT OF CLAIM
Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: SWITCHBACK RANCH LLC
C/O JEROME CHVILICEK
PO BOX 81490
BILLINGS, MT 59108-1490

Priority Date: APRIL 4, 1880

Enforceable Priority Date: APRIL 4, 1880

Type of Historical Right: USE

Purpose (use): STOCK

Maximum Flow Rate:

Maximum Volume: 7.00 AC-FT

Source Name: SWEET GRASS CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		N2	13	4N	11E	PARK

Period of Diversion: APRIL 1 TO NOVEMBER 30

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

Period of Use: APRIL 1 to NOVEMBER 30

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			N2	13	4N	11E	PARK

Geocodes/Valid: 49-1309-13-1-01-01-0000 - Y

Remarks:

THIS CLAIM NUMBER WAS NOT INCLUDED IN THE BASIN 43BV DECREE ISSUED 12/19/1984

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43BV 30146157 STATEMENT OF CLAIM
Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: SWITCHBACK RANCH LLC
C/O JEROME CHVILICEK
PO BOX 81490
BILLINGS, MT 59108-1490

Priority Date: APRIL 1, 1880

Enforceable Priority Date: APRIL 1, 1880

Type of Historical Right: USE

Purpose (use): STOCK

Maximum Flow Rate:

Maximum Volume: 7.00 AC-FT

Source Name: COMANCHE CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		N2	11	4N	11E	PARK

Period of Diversion: APRIL 1 TO NOVEMBER 30

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

2		NESE	11	4N	11E	PARK
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Period of Diversion: APRIL 1 TO NOVEMBER 30

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

3		NWNWNW	13	4N	11E	PARK
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Period of Diversion: APRIL 1 TO NOVEMBER 30

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

Period of Use: APRIL 1 to NOVEMBER 30

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			N2	11	4N	11E	PARK
2			NESE	11	4N	11E	PARK
3			NWNWNW	13	4N	11E	PARK

Geocodes/Valid: -- NO VALID GEOCODES --

Remarks:

THIS CLAIM NUMBER WAS NOT INCLUDED IN THE BASIN 43BV DECREE ISSUED 12/19/1984

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 43BV 30146158 STATEMENT OF CLAIM
Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: SWITCHBACK RANCH LLC
C/O JEROME CHVILICEK
PO BOX 81490
BILLINGS, MT 59108-1490

Priority Date: APRIL 1, 1880

Enforceable Priority Date: APRIL 1, 1880

Purpose (use): STOCK

Maximum Flow Rate:

Maximum Volume: 7.00 AC-FT

Source Name: MILLY CREEK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SE	SE	SE	23	4N	11E PARK

Period of Diversion: APRIL 1 TO NOVEMBER 30

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

2		SE			13	4N	11E PARK
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Period of Diversion: APRIL 1 TO NOVEMBER 30

Diversion Means: LIVESTOCK DIRECT FROM SOURCE

Period of Use: APRIL 1 to NOVEMBER 30

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SE	SE	SE	23	4N	11E PARK
2			SE			13	4N	11E PARK

Geocodes/Valid: 49-1309-13-1-01-01-0000 - Y 49-1309-23-1-01-01-0000 - Y

Remarks:

THIS CLAIM NUMBER WAS NOT INCLUDED IN THE BASIN 43BV DECREE ISSUED 12/19/1984

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 41H 30008927 WATER RESERVATION

Version: 1 -- ORIGINAL RIGHT

Version Status: ACTIVE

Owners: MONTANA, STATE OF DEPT OF FISH WILDLIFE & PARKS
UPPER MISSOURI RESERVATION
PO BOX 200701
HELENA, MT 59620-0701

Priority Date: JULY 1, 1985 at 12:00 A.M.

Enforceable Priority Date: JULY 1, 1985 at 12:00 A.M.

Purpose (use): FISHERY

Maximum Flow Rate: 5.00 CFS

Maximum Volume: 3,619.59 AC-FT

Source Name: GALLATIN RIVER, SOUTH FORK WEST FORK

Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1				36	6S	3E	GALLATIN

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: INSTREAM

2				31	6S	4E	GALLATIN
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Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: INSTREAM

3				4	7S	2E	MADISON
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Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: INSTREAM

4				3	7S	2E	MADISON
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Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: INSTREAM

5				2	7S	2E	MADISON
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Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: INSTREAM

6				1	7S	2E	MADISON
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Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: INSTREAM

7				2	7S	3E	GALLATIN
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Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: INSTREAM

8				1	7S	3E	GALLATIN
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Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: INSTREAM

9				8	7S	2E	MADISON
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Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: INSTREAM

10				9	7S	2E	MADISON
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Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: INSTREAM

11				12	7S	2E	MADISON
----	--	--	--	----	----	----	---------

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: INSTREAM

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
12			7	7S	3E	MADISON

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: INSTREAM

13			8	7S	3E	MADISON
----	--	--	---	----	----	---------

Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: INSTREAM

14			9	7S	3E	GALLATIN
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Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: INSTREAM

15			10	7S	3E	GALLATIN
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Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: INSTREAM

16			11	7S	3E	GALLATIN
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Period of Diversion: JANUARY 1 TO DECEMBER 31

Diversion Means: INSTREAM

Purpose (Use): FISHERY

Volume:

Perfected Flow Rate:

Perfected Volume:

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1				36	6S	3E	GALLATIN
2				31	6S	4E	GALLATIN
3				1	7S	2E	MADISON
4				2	7S	2E	MADISON
5				3	7S	2E	MADISON
6				4	7S	2E	MADISON
7				8	7S	2E	MADISON
8				9	7S	2E	MADISON
9				12	7S	2E	MADISON
10				1	7S	3E	GALLATIN
11				2	7S	3E	GALLATIN
12				7	7S	3E	MADISON
13				8	7S	3E	MADISON
14				9	7S	3E	GALLATIN
15				10	7S	3E	GALLATIN
16				11	7S	3E	GALLATIN

INSTREAM FROM MOUTH TO HEADWATERS.