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March 31, 2023

Berkshire Hathaway Homeservices Montana Properties
1020 South Avenue West
Missoula, MT 59801

Attention: Gary Bryan

RE: Ownership and Encumbrance Report - 2100 Flynn Lane
Our File No. TSI-54402

Dear Gary,

OWNERSHIP AND ENCUMBRANCE REPORT

LEGAL DESCRIPTION: Tract 1 of Certificate of Survey No. 5023, located in the Northwest one-quarter of Section 18, Township 13 North, Range 19 West, P.M.M., Missoula County, Montana.

AND

Tract 4 of Certificate of Survey No. 6817, located in the Northwest one-quarter of Section 18, Township 13 North, Range 19 West, P.M.M., Missoula County, Montana.

SUBJECT TO Rural Special Improvement District No. 474

SUBJECT TO Easements, Covenants, Conditions and Restrictions of record or apparent

RECORD OWNERS: MULLAN LAND HOLDING, LLC, A MONTANA LIMITED LIABILITY COMPANY

SUBJECT TO:

1. GENERAL COUNTY TAXES FOR THE YEAR 2022
 - 1ST HALF : \$1,606.59 (paid)
 - 2ND HALF : \$1,606.59 due by May 31, 2023
 - SUID NO. : 421187002

2. GENERAL COUNTY TAXES FOR THE YEAR 2022
 - 1ST HALF : \$748.42 (paid)
 - 2ND HALF : \$731.09 due by May 31, 2023
 - SUID NO. : 652303

3. GENERAL COUNTY TAXES FOR THE YEAR 2023 ARE A LIEN, THE AMOUNT OF WHICH HAS NOT YET BEEN DETERMINED AND IS NOT YET DUE OR PAYABLE.
4. RURAL SPECIAL IMPROVEMENT DISTRICT NO. 474
(INCLUDED IN THE GENERAL COUNTY TAXES)
PURPOSE : Sewer
MATURES : 2023
5. THE FOLLOWING EASEMENT(S) AS SHOWN ON CERTIFICATE OF SURVEY NOS. 5023 AND 6817:
- A 60' Public Road shown as "Flynn Lane"
- A 5' Public Access and Utility Easement
- The "Hellgate Irrigation Ditch" of unspecified dimensions
6. EASEMENT AS RESERVED IN WARRANTY DEED
PURPOSE : Right of Way for ditch
RECORDED : April 17, 1962
BOOK/PAGE : Book 224 Deed Records, Page 130
7. EASEMENT
GRANTED TO : THE MONTANA POWER COMPANY
PURPOSE : Gas pipe line
RECORDED : June 4, 1963
BOOK/PAGE : Book 229 Deed Records, Page 36
TOGETHER WITH APPURTENANT ACCESS AND CLEARING RIGHTS
8. EASEMENT
GRANTED TO : MISSOULA ELECTRIC COOPERATIVE, INC.
PURPOSE : Power line or system
RECORDED : November 6, 1979
BOOK/PAGE : Book 147 Micro Records, Page 1449
TOGETHER WITH APPURTENANT ACCESS AND CLEARING RIGHTS
9. **INTENTIONALLY DELETED.**
10. **INTENTIONALLY DELETED.**
11. **INTENTIONALLY DELETED.**
12. EASEMENT
GRANTED TO : CITY OF MISSOULA
PURPOSE : Sewer
RECORDED : February 21, 2003
BOOK/PAGE : Book 699 Micro Records, Page 1435
TOGETHER WITH APPURTENANT ACCESS AND CLEARING RIGHTS
13. EASEMENT
GRANTED TO : NORTHWESTERN CORPORATION D/B/A NORTHWESTERN
ENERGY
PURPOSE : Utilities
RECORDED : April 25, 2022
BOOK/PAGE : Book 1074 Micro Records, Page 983
TOGETHER WITH APPURTENANT ACCESS AND CLEARING RIGHTS

14. EASEMENT
GRANTED TO : CHARTER COMMUNICATIONS
PURPOSE : Utilities
RECORDED : May 27, 2022
BOOK/PAGE : Book 1076 Micro Records, Page 328
TOGETHER WITH APPURTENANT ACCESS AND CLEARING RIGHTS
15. NOTICE OF AIRPORT INFLUENCE AREA BOUNDARIES
RECORDED : April 12, 2005
BOOK/PAGE : Book 750 Micro Records, Page 919
16. CERTIFICATE OF SUBDIVISION PLAT APPROVAL
RECORDED : January 28, 2000
BOOK/PAGE : Book 607 Micro Records, Page 908
17. COVENANTS, CONDITIONS, OR RESTRICTIONS CONTAINED IN DEVELOPMENT AGREEMENT
RECORDED : December 3, 2019
BOOK/PAGE : Book 1022 Micro Records, Page 758
18. **INTENTIONALLY DELETED.**
19. **INTENTIONALLY DELETED.**
20. NOTICE OF SPECIAL DEVELOPMENT FEES
RECORDED : May 4, 2022
BOOK/PAGE : Book 1075 Micro Records, Page 363
21. Deed of Trust from MULLAN LAND HOLDING, LLC, as Grantor(s) to TITLE SERVICES INC., as Trustee for STOCKMAN BANK OF MONTANA, as lender dated August 25, 2022, filed for record on September 1, 2022 at 09:53 AM in Book Number 1080, Page Number 1342, Instrument Number 202215984, in the principal sum of \$1,255,901.00
22. UNRECORDED LEASEHOLDS, IF ANY, RIGHTS OF PARTIES AND POSSESSION OTHER THAN THE VESTEES HEREIN; RIGHTS OF SECURED PARTIES, VENDORS AND VENDEES UNDER CONDITIONAL SALES CONTRACTS OF PERSONAL PROPERTY INSTALLED ON THE PREMISES HEREIN; AND RIGHTS OF TENANTS TO REMOVE TRADE FIXTURES, IF ANY.
23. UNDERWRITER APPROVAL.
24. NOTE(S)
The following matters will not be listed as Special Exceptions in Schedule B of the policy to be issued pursuant to this Commitment. Notwithstanding the absence of a Special Exception in Schedule B of the policy to be issued, there will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted from coverage under the General Exceptions section of Schedule B, excluded from coverage under the Exclusions from Coverage or are not matters for which coverage is afforded under the insuring clauses of the policy.
25. NOTE: ACCORDING TO THE MISSOULA COUNTY ASSESSOR'S OFFICE, THE PROPERTY ADDRESS IS 2100 FLYNN LANE, MISSOULA, MT 59808.

26. NOTE: If you should need copies, further description of exceptions shown or further explanation of coverages contemplated under this commitment for title insurance, please contact our office. We would be happy to meet with you and/or your clients prior to closing to discuss any questions or concerns that you may have.
27. NOTE: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.
28. NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Effective date: March 24, 2023 at 05:00 PM

This report is not a commitment to insure, nor is any liability assumed hereunder by Title Services, Inc.

Thank you.

Sincerely,
Title Services, Inc.

Brady Potts