

This Indenture, Made the Second day of January

A. D. one thousand nine hundred and forty-two three
BETWEEN RAY D. MARTINELL and GRACE L. MARTINELL, husband and wife; and
LEE S. MARTINELL and ETHEL C. MARTINELL, husband and wife; and PAUL R. MARTINELL
and DOROTHEA MARTINELL, husband and wife of Dell, Montana parties of the FIRST PART
and STATE OF MONTANA, for the benefit and use of its State Highway Commission of
Helena, Montana the party of the SECOND PART;

WITNESSETH, that the said parties of the FIRST PART, for and in consideration of the
sum of EIGHT HUNDRED SIXTY-FIVE AND 08/100 Dollars (\$ 865.08)
lawful money of the United States of America to them in hand paid by said party of the
SECOND PART, the receipt whereof is hereby acknowledged; do we 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 city or town of

Beaverhead, County of BEAVERHEAD, and State of
Montana, to-wit: A tract of land in W^{1/2} Sec. 4, N² E^{1/4}, N² SE^{1/4} Sec. 5, T. 13 S.,
R. 9 W., M.P.M., Beaverhead County, Montana, more particularly described as follows:

Beginning at a point on the north right of way line of an existing County
Road, which said point is south 5270.7 feet, and east 110.7 feet, more or
less, from the northwest corner of said Sec. 4; thence from the said point
of beginning westerly, 461.1 feet along the said north right of way line
of said County Road; thence N. 20°45' W 2810.6 feet, more or less, to a
point on the north line of said N² SE^{1/4} Sec. 5; thence easterly 1275.6 feet
along the north line of said N² SE^{1/4} and E^{1/4} to a point 57.0 feet west of
the east line of said Sec. 5; thence southerly 1008.4 feet parallel to the
east line of said Sec. 5; thence S. 20°45' E. 1721.3 feet to a point on the
said north right of way line of a county Road; thence westerly 428.9 feet
along the said north right of way line of County Road to the said point of
beginning, and containing in all 57.67 acres, more or less.

TOGETHER with all and singular the hereinbefore described premises together with all tene-
ments, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion
and reversions, remainder 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
in 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 appurtenances thereto belonging, TO HAVE AND TO
HOLD, all and singular the above mentioned and described premises unto the said party of the SEC-
OND PART, and to its successors ~~and~~ and assigns forever.

And the said parties of the FIRST PART, and their heirs, do hereby cove-
nant 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 heirs and assigns, against all acts and deeds of the said parties of the
FIRST PART, and all and every person and persons whomsoever lawfully claiming or to claim the
same.

It is understood and agreed between the parties hereto that the State of
Montana will build all necessary fences at its sole expense.

IN WITNESS WHEREOF, the said parties of the FIRST PART have here

TOGETHER with all and singular the hereinbefore described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder 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 in 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 appurtenances thereto belonging, TO HAVE AND TO HOLD, all and singular the above mentioned and described premises unto the said party of the SECOND PART, and to its successors ~~and~~ 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 whomsoever lawfully claiming or to claim the same.

It is understood and agreed between the parties hereto that the State of Montana will build all necessary fences at its sole expense.

IN WITNESS WHEREOF, the said parties of the FIRST PART have hereunto set their hands and seal the day and year first hereinbefore written.

Signed, Sealed and Delivered in the presence of

(signed) RAY S. MARTINELL

(signed) GRACE L. MARTINELL

(signed) LEE S. MARTINELL (SEAL)

Lee S. Martinell (SEAL)

" ETHEL C. MARTINELL (SEAL)

Ethel C. Martinell (SEAL)

(signed) PAUL R. MARTINELL DOROTHY MARTINELL (SEAL)

Raul R. Martinell Dorothy Martinell

STATE OF MONTANA,

County of BEAVERHEAD

On this 2nd day of January in the year nineteen hundred and

forty-two three before me, H. K. BULGER, a Notary Public and Grace L. Martinell

for the State of Montana, personally appeared Ray D. Martinell, Husband and wife; Lee S. Martinell and Ethel C. Martinell, husband and wife; and Paul R. Martinell and

Dorothy Martinell, husband and wife

known to me.

(or proved to me on oath of)

to be the persons whose names are subscribed 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.

Beaverhead County

WARRANTY DEED
(S. F.)

Ray D. Martinelli et al

TO

State of Montana

Dated January 2, 1943

STATE OF MONTANA,

County of Beaverhead

Filed for Record this 9th day of
January, A. D. 1943

at 2:55 o'clock A. M., and
Recorded in Book 105 of Deeds
on Page 486-487 of the Records of

County of Beaverhead

State of Montana

County Clerk and Recorder.

Filed with Sec. of State:
January 27, 1943. Deputy.

Fees \$

Return to

STATE OF MONTANA
DEPARTMENT OF SECRETARY OF STATE
FILED IN RECORDS AND
JAN 26 1943 19
At 1/30 O'Clock P.M. AND
RECORDED IN VOLUME A-1
PAGE 277

~~SAM W. MURPHY
SECRETARY OF STATE
DEPUTY~~

Recorded by *[Signature]*

Approved by

MS

(Signed) H. K. BOLGER
Notary Public for the State of Montana.
Residing at Dillon, Montana
My Commission expires Feb. 11, 1945

Seal the day and year first above written.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial

that they executed the same.
to be the person whose name subscribed the within instrument and acknowledged to me
(or proved to me on oath of)

known to me.
Dorothy Martinelli, husband and wife
Martinelli and Ethel C. Martinelli, husband and wife; and Paul R. Martinelli and
for the State of Montana, personally appeared Ray D. Martinelli, husband and wife; Lee S.
E. K. BOLGER
and Grace L. Martinelli
a Notary Public

County
On this 2nd day of January in the year nineteen hundred and
forty-three before me

STATE HIGHWAY COMMISSION OF MONTANA

Right of Way Division

Project: FS 1-AFA-2

County: Beaverhead

HEIGHT LIMITATION COVENANT

The United States of America, having established a flight strip for the use of aircraft, all or a portion of which is located in the SW $\frac{1}{4}$ Sec. 4 and NE $\frac{1}{4}$ Sec. 5, T. 13 S., R. 9 W., N.P.M. Beaverhead County, Montana in the vicinity of the lands of the undersigned owners, this covenant is made for the benefit of an air flight strip and for the purpose of protecting the approach zones thereof.

In consideration of the sum of ONE HUNDRED AND NO/100 DOLLARS(\$1.00)... receipt of which is hereby acknowledged, Ray D. and Grace L. Martinelli, husband and wife, Lee S. and Ethel C. Martinelli, husband and wife, and Paul R. and Dorothy Martinelli, husband and wife, being the owners of that real property in the COUNTY OF BEAVERHEAD, STATE OF MONTANA, described as: SW $\frac{1}{4}$ Sec. 8 and NE $\frac{1}{4}$ and SE $\frac{1}{4}$ Sec. 9, T. 13 S., R. 9 W., N.P.M. Beaverhead County, Montana, hereby covenants and agrees for themselves, and their heirs and assigns, as a covenant binding the above described property and for the benefit of said flight strip and of the UNITED STATES OF AMERICA, AND ITS ASSIGNS, that no building, structure, or other obstruction of any kind shall ever be erected, placed or maintained on the above-described property that shall extend above an inclined plane which passes through (1) a horizontal line having a bearing of N. 70°15' E. and an elevation of four (4) feet vertically above the present ground at a point described as follows: a point 145 feet east of the northwest corner of Sec. 9, T. 13 S., R. 9 W., N.P.M. Beaverhead County, Montana and passes through (2) a point which has an elevation of 55 feet vertically above the present ground at a point described as follows: a point 1165 feet east from the westquarter corner of said Sec. 9, T. 13 S., R. 9 W., N.P.M. Beaverhead County, Montana.

The owner further covenants and agrees that THE UNITED STATES OF AMERICA, AND ITS ASSIGNS, shall have, and are hereby given the right through its servants, agents, or contractors to enter from time to time upon the property above described and to trim any trees or other natural growth which extend, or within a period of any one year could reasonably be anticipated to extend above said inclined plane.

These covenants shall run with the above-described flight strip and shall be binding upon the heirs, successors and assigns of the undersigned, and shall continue

in full force and effect so long as the said flight strip is maintained for aircraft purposes, provided that in the event the said flight strip is abandoned

by competent governmental action, this covenant shall cease and be of no further force or effect.

Dated: September 2 A. D. 1942.

S/ Ray D. Martinell
Ray D. Martinell

S/ Grace I. Martinell
Grace I. Martinell

S/ Lee S. Martinell
Lee S. Martinell

S/ Ethel C. Martinell
Ethel C. Martinell

S/ Paul E. Martinell
Paul E. Martinell

S/ Dorothy Martinell
Dorothy Martinell

STATE OF MONTANA)
) ss
County of Beaverhead)

On this 2 day of Sept. A.D. 1942, before me Earle G. Parsons, a Notary Public in and for the State of Montana personally appeared Ray D. and Grace I. Martinell, husband and wife, Lee S. and Ethel C. Martinell, husband and wife, and Paul E. and Dorothy Martinell, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledge to me that they executed the same.

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

S/ Earle G. Parsons

Notary Public for the State of Montana
Residing at Helena, Montana
My Commission expires Sept. 26, 1944

SEAL

XX

FS 1 AFA 2

BEAVERHEAD

HEIGHT LIMITATION COVENANT

RAY D. MARTINELL, et al

to

STATE OF MONTANA

RECORDED ON PAGE 484-5

VOLUME 91 RECORD OF DEEDS

Also, Beaverhead COUNTY

ON August 21, 1943

COMMISSIONER OF REVENUE

OF MONTANA ON September 2, 1943

Albert Baker, County Recorder

BETWEEN EARL CANTRELL and MAY V. CANTRELL, husband and wife

Dell, Montana parties of the FIRST PART and STATE OF MONTANA, for the benefit and use of its State Highway Commission Helena, Montana the party of the SECOND PART;

WITNESSETH, that the said parties of the FIRST PART, for and in consideration of the sum of NINE HUNDRED THIRTY FIVE AND 20/100 Dollars (\$925.20) lawful money of the United States of America to them 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 city or town of _____ County of Beaverhead, and State of

Montana, to-wit: A tract of land in E3/4 Sec. 5, T. 13. S., R. 9 E., N.P.M., Beaverhead County, Montana, more particularly described as follows: Beginning at the southwest corner of said E3/4; thence from the said point of beginning easterly, 862.4 feet along the south line of said E3/4; thence N. 20°45' W. to a point on the west line of said E3/4; thence southerly 2290.8 feet, more or less, along the said west line of E3/4 to the said point of beginning, and containing in all 22.73 acres, more or less.

Also: A tract of land in W1/4 Sec. 32, T. 12 S., R. 9 W., N.P.M., Beaverhead County Montana, more particularly described as follows: Beginning at the southquarter corner of said Sec. 32; thence from the said point of beginning easterly 1177.7 feet along the south line of said W1/4; thence N. 20°45' W. 2507.1 feet; thence S. 69°15' W. 303.9 feet more or less, to a point on the west line of said W1/4; thence southerly along the said west line of W1/4 to the point of beginning, and containing in all 38.95 acres, more or less.

TOGETHER with all and singular the hereinbefore described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder 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 in 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 appurtenances thereto belonging, TO HAVE AND TO HOLD, all and singular the above mentioned and described premises unto the said party of the SECOND PART, and to its successors heirs 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 heirs and assigns, against all acts and deeds of the said parties of the FIRST PART, and all and every person and persons whomsoever lawfully claiming or to claim the same.

It is understood and agreed between the parties hereto that the State of Montana will build all necessary fences at its sole expense.

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

Signed, Sealed and Delivered in the presence of

(signed) EARL CANTRELL (SEAL)
Earl Cantrell (SEAL)
" MAY V. CANTRELL (SEAL)
(SEAL)

66527

ES 1-A/2 (1)

Beaverhead County

WARRANTY DEED

(S. F.)

Earl Cantrell, et ux,

TO

State of Montana

Dated December 26, 1942

STATE OF MONTANA,

County of Beaverhead

Filed for Record this 9th day of

January, A. D. 19 43

at 9:55 o'clock A. M., and

Recorded in Book 105 of Deeds

on Page 487-488 of the Records of

County of Beaverhead

State of Montana

County Clerk and Recorder.

Filed with Sec. of State

January 27, 1943. Deputy

Fees \$

Return to

County of _____ }
On this 26th day of December in the year nineteen hundred and
forty-two before me H. K. BULGER, a Notary Public
for the State of Montana, personally appeared Earl Cantrell and May V. Cantrell, hus-
band and wife

known to me

(or proved to me on oath of _____)

to be the person whose name subscribed 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.

(signed) H. K. BULGER

Notary Public for the State of Montana.

Residing at Dillon, Montana

NS

My Commission expires Feb. 11, 1945

KNOW ALL MEN BY THESE PRESENTS that the Federal Farm Mortgage Corporation, a corporation duly established by the Act of Congress known as the Federal Farm Mortgage Corporation Act, approved January 31st, 1934, by its attorney-in-fact, The Federal Land Bank of Spokane, a corporation, hereby, for a valuable consideration, releases from the lien of that certain mortgage executed by Earl Cantrell and May V. Cantrell, husband and wife,

to the Land Bank Commissioner, dated April 1, 1938, and recorded in Book 100 of Mortgages on page 308 in the office of the County Clerk and Recorder of Beverhead County, State of Montana (which mortgage, together with the debt thereby secured, is owned and held by the Federal Farm Mortgage Corporation by virtue of the provisions of the Federal Farm Mortgage Corporation Act, as amended, and the Emergency Farm Mortgage Act of 1933, as amended), that part of the property covered by said mortgage described as follows, to-wit:

A tract of land in the East Half of the Northeast Quarter of Section 5, Township 13 South, Range 9 West of the Montana Principal Meridian, more particularly described as follows:

Beginning at the Southwest corner of said East Half of the Northeast Quarter, thence from the said point of beginning easterly 888.4 feet along the South line of said East Half of the Northeast Quarter; thence North 20°45' West to a point on the West line of said East Half of the Northeast Quarter; thence Southerly 2280.8 feet, more or less, along the said West line of said East Half of the Northeast Quarter to the said point of beginning.

Also a tract of land in the West Half of the Southeast Quarter of Section 32, Township 12 South, Range 9 West of the Montana Principal Meridian, more particularly described as follows:

Beginning at the South Quarter corner of said Section 32; thence from the said point of beginning Easterly 1177.7 feet along the South line of said West Half of the Southeast Quarter; thence North 20°45' West 2507.1 feet; thence South 69°15' West 303.9 feet, more or less, to a point on the West line of said West Half of the Southeast Quarter; thence Southerly along the said West line of the West Half of the Southeast Quarter to the point of beginning.

~~Beverhead County, Montana~~
It is expressly understood that this release shall not in any way affect or impair the rights of the undersigned to hold under said mortgage and as security for the sum remaining unpaid thereon the remainder of the premises therein described and not hereby released.

Dated this 28th day of December, 1942

FEDERAL FARM MORTGAGE CORPORATION
By THE FEDERAL LAND BANK OF SPOKANE
a corporation, its attorney-in-fact

Attest:

Frank J. Raff Assistant Secretary

By S. C. Fish Vice President

STATE OF WASHINGTON, }
County of Spokane. } ss.

On this 28th day of December, 1942, before me, a Notary Public,

personally appeared S. C. Fish known to me to be Vice President of The Federal Land Bank of Spokane, a corporation, the name of which is subscribed to the within instrument as the attorney-in-fact of the Federal Farm Mortgage Corporation, a corporation, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of The Federal Land Bank of Spokane, a corporation, and acknowledged to me that he subscribed thereto the name of the Federal Farm Mortgage Corporation, a corporation, as principal and the name of The Federal Land Bank of Spokane, a corporation, as attorney-in-fact, and further acknowledged that said The Federal Land Bank of Spokane, a corporation, as attorney-in-fact for the said Federal Farm Mortgage Corporation, a corporation, executed said instrument as the free and voluntary act and deed of said principal and attorney-in-fact for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal the day and year last above written.

Jack D. Erasmus
Notary Public for the State of Washington,
Residing at Spokane.

Approved as to Form

My commission expires 12-13-45

FS 1 AFA (8)

BEAVERHEAD

~~11559~~
11559

Document No. _____

FEDERAL FARM MFG. CORP.

Mortgagee

TO

STATE OF MONTANA (Earl Centrell)

Mortgagor

Partial Release of Real Estate Mortgage

66589

STATE OF Montana) ss
County of Beaverhead)

I hereby certify that the within instrument was filed in my office on the 9th day of January A.D. 1943 at 55 min. past 9:00 o'clock A.M. and recorded on page 148-9 of Book 104 of Mortgages.

Records of Beaverhead County, Montana, Attest my hand and seal.

Filed with the Sec. of State:
January 27, 1943

11559

~~STATE OF MONTANA
DEPARTMENT OF SECRETARIES OF STATE
FILED
JAN 29 1943
AL 1/30 O'CONNOR
SAM W. MITCHELL
SECRETARY OF STATE
BY *[Signature]*~~

FS-10c Rev. 3-30 11559

Approved as to Form

Notary Public for the State of Montana
Residing at Spokane.
My commission expires 12-31-43

Right of Way Division

Project No: FS 1-AFA-8

County: Beaverhead

HEIGHT LIMITATION COVENANT

The United States of America, having established a flight strip for the use of aircraft, all or a portion of which is located in the ~~W3/4~~ and ~~E1/4~~ Sec. 32, T. 12 S., R. 9 E., M.P.M. Beaverhead County, Montana, in the vicinity of the lands of the undersigned owners, this covenant is made for the benefit of such flight strip, and for the purpose of protecting the approach zones thereof.

In consideration of ONE AND NO/100 DOLLARS.....(\$1.00)..... receipt of which is hereby acknowledged, Earl and May V. Cottrell, husband and wife, being the owners of that real property in the COUNTY OF BEAVERHEAD, STATE OF MONTANA, described as: SECTION 32, T. 12 S., R. 9 E., M.P.M. Beaverhead County, Montana, hereby covenants and agrees for himself, and his heirs and assigns, as a covenant binding the above described property and for the benefit of said flight strip and of THE UNITED STATES OF AMERICA, AND ITS ASSIGNS, that no building, structure or other obstruction of any kind shall ever be erected, placed or maintained on the above-described property that shall extend above an inclined plane which passes through (1) a horizontal line having a bearing of N. 79°15' E and an elevation of four (4) feet vertically above the present ground at a point described as follows: A point which is north 2396.6 feet and west 84.6 feet from the southquarter corner of Sec. 32, T. 12 S., R. 9 E., M.P.M. Beaverhead County, Montana and passes through (2) a point which has an elevation of 60 feet vertically above the present ground at a point described as follows: The Northeast corner of SECTION 32, T. 12 S., R. 9 E., M.P.M. Beaverhead County, Montana.

The owner further covenants and agrees that THE UNITED STATES OF AMERICA, AND ITS ASSIGNS, shall have, and are hereby given the right through its servants, agents, or contractors to enter from time to time upon the property above described and to trim any trees or other natural growth which extend, or within a period of any one year could reasonably be anticipated to extend above said inclined plane.

These covenants shall run with the above-described flight strip and shall be binding upon the heirs, successors and assigns of the undersigned, and shall continue

in full force and effect so long as the said flight strip is maintained for aircraft purposes, provided that in the event the said flight strip is abandoned by competent governmental action, this covenant shall cease and be of no further force or effect.

Dated: September 2, A.D. 1942.

S/ Earl Cantrell
Earl Cantrell

S/ May V. Cantrell
May V. Cantrell

STATE OF MONTANA)
)SS
County of Beaverhead)

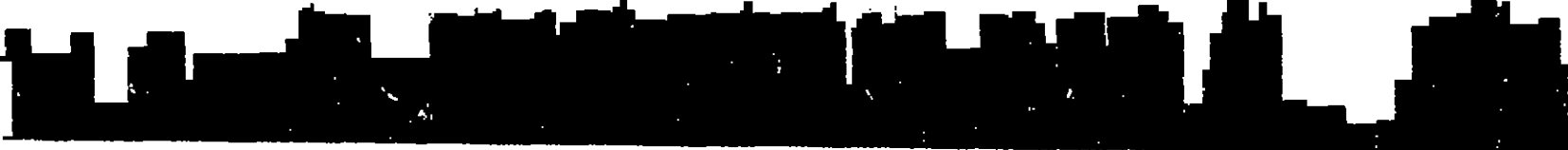
On this 2nd day of Sept. A.D. 1942, before me Earle O. Parsons
a Notary Public in and for the State of Montana, personally appeared Earl and May V. Cantrell, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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




S/ Earle O. Parsons
Notary Public for the State of Montana
Residing at Helena, Montana
My Commission expires Sept. 26, 1944

SEAL

XXX



BEGINNING OF PARCEL
REDUCED 20X



September 1, 1943

CERTIFICATE OF ACQUISITION OF RIGHT OF WAY

We hereby certify that the right of way herein described has been acquired in the name of the state of Montana;

- (1) NAME OF GRANOR: First National Bank of Helena.
- (2) ADDRESS OF GRANOR: Helena, Montana.
- (3) LINE OF MORTGAGE: None
- (4) DESCRIPTION OF RIGHT OF WAY ACQUIRED: 26.52 acres in Block Sec. 5 T. 15 N., R. 9 W., N.M. between stations 40+45.7 and 59+45.8 - Parcel 3 on attached map; and 8.35 acres in Block Sec. 28, T. 15 N., R. 9 W., N.M., between stations 77+45.8 and 83+00 - Parcel 5 on attached map.
- (5) CHARACTER OF TITLE: Warranty Deed.
- (6) DATE OF ACQUISITION: December 24, 1942.
- (7) RECORDING DATA ON DEED: Beaverhead county - Serial 68328 Filed for Record: January 2, 1943 Recorded in Book 185 of Deeds, Pages 438-9
- (8) EIGHT LIMITATION COVENANT RECEIVED, DATED September 3, 1942.
- (9) " " " RECORDING DATA: Beaverhead county - Serial 17740 Filed for Record August 21, 1943 Recorded in Book 91 of Miscel. pages 438-9
- (10) CONSIDERATION PAID BY CLAIM NO. 12,308 (1943):

3.50 acres irrigated alfalfa land at \$40.00--	\$140.00	--	\$120.00
43.85 " " tillable land at \$15.00--		--	\$657.75
Eight Limitation Covenant			REWARD

TOTAL AMOUNT PAID \$797.75

CERTIFIED CORRECT:

STATE HIGHWAY COMMISSION OF MONTANA

By **ORIG. SIGNED**
A. G. Swamy, Chief Right of Way Agent
and Secretary

APPROVED: **ORIG. SIGNED**
E. W. Helms
State Highway Engineer.

STATIONING: 5 - 77-05.2 to 80+00

AND APPRAISED

NAME OF OWNER: FIRST NATIONAL BANK OF DELCOE

ADDRESS OF OWNER: DELCOE, MISSOURI

STATIONED UNDER ORDER 15-44-42
SECTION LIGATION
COURTNEY ROAD, 9-2-42

OTHERS INTERESTED
IN PROPERTY:

COMPENSATION RECOMMENDED FOR EASEMENT:

Building.....	rods of	fence at	\$	
Building.....	"	"	\$	
Resetting.....	"	"	\$	
Resetting.....	"	"	\$	
Damage: (state character)			\$	
Right limitation easement			\$	nominal conv.
2.85	acres of irrigated alfalfa	land at \$ 40.00	\$	115.00
45.65	" " tillable	" " 15.00	\$	684.75
			\$	799.75

Claims and option taken.

|||||

SPECIAL CONSIDERATIONS: The state is to reconstruct any ditches that are interfered with so that the remaining portions of the field can be irrigated.

ENCUMBRANCES: None.

REMARKS: (If additional space is required use separate plain sheet.)

The extreme northwest corner of this right of way extends into an irrigated alfalfa field. This is the only present irrigated land that we take. The remaining portions are tillable lands which are irrigable. The above settlement is very reasonable considering the fact that we did not buy a continuous right of way to the north line of this property. By doing this we leave some irrigated land which will be difficult to cultivate and harvest. For this inconvenience the owner did not ask any damage.

July 22, 1942

(date)

(signed) E. G. PARSONS

Chief of War Assets
Department

(REPORT OF APPRAISAL)

July 29, 1942

(date)

"Compensation recommended" and "special considerations"
set forth above APPROVED

(signed) F. G. POORE

Appraiser of
Food Plans Engineer

(signed) J. D. BERRY

Chief of Reviewing Authority
Order No. Agent

OWNER:

1st National Bank of
Dillon

Parcel No.

3 and 5

Project:

RS-1-AVA-1

1. CHARACTER OF LAND; PURPOSE FOR WHICH USED:

Flat, level and tillable. Now used for winter pasturing and spring. At one time the land was irrigated and at present it has irrigating ditches on it. Part of the land taken is now irrigated alfalfa.

2. ASSESSED VALUE; RELATION TO REAL VALUE:

Assessed value \$1.00 to \$4.00 per acre as grazing, and \$50.00 an acre for irrigated alfalfa. Real value is approximately \$50.00 per acre as some of adjoining

3. PROPOSED CONSTRUCTION, IMPROVEMENTS, OR DEVELOPMENTS THAT MAY AFFECT VALUE OF ADJOINING LANDS NOT TAKEN:

The proposed construction cuts the now rectangular fields diagonally and thus leaves the adjoining fields harder to farm if the fields are ever cultivated.

4. BENEFITS AND DAMAGES:

Benefits none. Damages is that a small strip of land is left between the north end of flight strip and north property line of owner. This strip will be practically useless to the owner.

5. DAMAGE TO CROPS, TIMBER, OR MINERAL RESOURCES AND DEVELOPMENTS THAT WILL BE DESTROYED; EXTENT OF DAMAGE:

None

6. IMPROVEMENTS DAMAGED OR DESTROYED, OR THAT WILL HAVE TO BE REMOVED OR REPLACED. GIVE VALUE IF DESTROYED, OR APPROX. COST OF REMOVAL OR REPLACEMENT:

None

7. CONSTRUCTION FEATURES WHICH, IF INTRODUCED, WOULD REDUCE DAMAGES, AND FACILITATE MAKING OF AGREEMENT. (e. g. Ditches, entrances, fences, stockpases).

None

8. INFORMATION RELATING TO RECENT SALES IN THE VICINITY; PRICES:

Checked at Bank regarding values as well as other land owners in the valley.

9. SOURCES OF INFORMATION UPON WHICH THIS REPORT IS BASED:

Personal investigation, conference with owner and county records.

Right of Way Division

Project No. FS 1-424-4

County: Beaverhead

RIGHT OF WAY COVENANT

The United States of America, having established a flight strip for the use of aircraft, all or a portion of which is located in the E $\frac{1}{2}$ SE $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 22, T. 18 N., R. 9 W., N.P.M. Beaverhead County, Montana, in the vicinity of the lands of the undersigned banking corporation, this covenant is made for the benefit of such flight strip, and for the purpose of protecting the approach zones thereof.

In consideration of receipt of which is hereby acknowledged, First National Bank of Dillon, a banking corporation organized and existing under and by virtue of the National Banking Act of the United States being the owner of that real property in the COUNTY OF BEAVERHEAD, STATE OF MONTANA, described as: a tract of land in the E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 22, T. 18 N., R. 9 W., N.P.M. Beaverhead County, Montana, hereby covenants and agrees for ^{itself and its assigns} itself, and its/assigns and assigns, as a covenant binding the above described property and for the benefit of said flight strip and of the UNITED STATES OF AMERICA, AND ITS ASSIGNS, that no building, structure, or other obstruction of any kind shall ever be erected, placed or maintained on the above-described property that shall extend above an inclined plane which passes through (1) a horizontal line having a bearing of S. 75°15' E. and an elevation of four (4) feet vertically above the present ground at a point described as follows: A point which is north 2195.6 feet and west 84.6 feet from the southwest corner of Sec. 22, T. 18 N., R. 9 W., N.P.M., Beaverhead County, Montana and passes through (2) a point which has an elevation of twenty (20) feet vertically above the present ground at a point described as follows: A point west 280 feet from the Northwest corner of E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 22, T. 18 N., R. 9 W., N.P.M. Beaverhead County, Montana.

The owner further covenants and agrees that the UNITED STATES OF AMERICA, AND ITS ASSIGNS, shall have, and are hereby given the right through its servants, agents, or contractors to enter from time to time upon the property above described and to trim any trees or other natural growth which extend, or within a period of any one year could reasonably be anticipated to extend above said inclined plane.

These covenants shall run with the above-described flight strip and shall be binding upon its successors and assigns of the undersigned, and shall continue in full force and effect so long as the said flight strip is maintained for aircraft purposes, provided that in the event the said flight strip is abandoned by competent governmental action, this covenant shall cease and be of no further force or effect.

Dated: _____, the said First National Bank of Dillon has caused its corporate name to be subscribed and its corporate seal to be affixed, by its proper officers, therunto duly authorized.

FIRST NATIONAL BANK OF DILLON

Attest: _____, Secretary
By _____, W. H. Perkins, President

State of Montana:)
) ss
County of Beaverhead)

On this _____ day of _____ in the year of 1911, before me, _____, a Notary Public for the State of Montana, personally appeared W. H. Perkins, known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

SEAL

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

August 21, 1942

W6077
Earl Cantrell

Montana Highway Department
Helena, Montana

Attn: Mr. A. G. Sumner,
Chief Right of Way Agent

Gentlemen:

Replying to your letter of August 17, the property which you have optioned from Earl Cantrell of Dillon is covered by mortgage to the Land Bank Commissioner recorded in Book 100 of Mortgages at Page 309, Records of Beaverhead County. The mortgage is owned by the Federal Farm Mortgage Corporation.

The land you have optioned from the First National Bank of Dillon, as described in your letter of August 17 is not covered by any mortgage to the Federal Land Bank or the Land Bank Commissioner.

For your information we attach a description of the land covered by our said mortgage recorded in Book 100, Page 309.

Yours very truly,

Charles I. Sharp
Attorney

CIS:FF
cc-SE
Enc.

August 17, 1942

RIGHT OF WAY
ACQUISITION SECTION

BY REPLYING REFER TO: ES 1-APA(2)

Federal Land Bank of Spokane,
610 Main Ave.,
Spokane, Washington.

Gentlemen:

We have your letter of August 15 in reply to our communication of August 8. Since considerable amounts of money are involved in both cases, we desire to have our records perfectly clear before any payment is made. Will you please advise us explicitly regarding the following:

We have optioned the following property from Earl Centrell, Dillon:

39.10 acres in the W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 38, T. 12 N., R. 9 E.

22.75 acres in the E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 5, T. 15 S., R. 9 W.

Please advise if either or both of the above are mortgaged to the Federal Land Bank or to the Land Bank Commissioner.

We also have optioned the following described land from the First National Bank of Dillon:

8.35 acres in W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 38, T. 12 S., R. 9 W.

38.82 acres in W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 8, T. 13 S., R. 9 W.

Will you please plainly indicate whether either or both of the above mentioned parcels are mortgaged to you or the Land Bank Commissioner?

In sending your reply, we shall be much obliged if you will either send us a carbon copy of your letter, or make each the subject of a separate communication.

Yours very truly,

MONTEANA HIGHWAY DEPARTMENT

By

A. G. Sweeney
Chief Right of Way Agent

ACS:mt

August 8, 1942.

RIGHT OF WAY
ACQUISITION SECTION

IN REPLYING REFER TO: FSL AFA(2)

Federal Land Bank of Spokane,
Spokane, Washington.

Dear Sirs:

Referring to our letter of August 4 and to your reply of August 6, the land we desire to know whether or not it is mortgaged to either your organization or the Land Bank Commissioner is as follows:

~~W&M~~, Section 5, T. 13 S., and R 9 W., and also *-1st Nat.*
~~E&SW~~ Section 32, T. 12 S., R. 9 W., N.P.M. " "
Beaverhead County, Montana.

This land is owned by the First National Bank of
Dillon, Montana, Mr. W. W. Hawkins, President.

Yours very truly,

MONTANA HIGHWAY DEPARTMENT

By

L. O. Parsons
Right of Way Engineer

EOP:mt

8/17
Not mortgaged. See
Centrell file.
S

STATE HIGHWAY COMMISSION
RECEIVED

THE FEDERAL LAND BANK OF SPOKANE

UNIT OF
THE FARM CREDIT ADMINISTRATION
TWELFTH FARM CREDIT DISTRICT
IDAHO, MONTANA, OREGON, AND WASHINGTON
AND
AGENT OF THE LAND BANK COMMISSIONER AND THE
FEDERAL FARM MORTGAGE CORPORATION

SPOKANE, WASHINGTON

August 6, 1912

610 MAIN AVENUE
PHONE RIV 7141

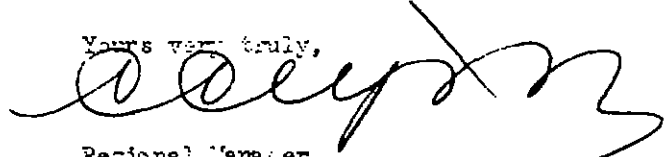
In re: 28077 - Earl Centrail
Your Nov 13 1911 (2)

Mr. A. G. Swaney
Chief Right of Way Agent
Montana State Highway Commission
Helena, Montana

Dear Sir:

Please be advised that the Land Bank Commissioner's mortgage covers the property described in your letter dated August 4, as well as other lands.

Yours very truly,



Regional Manager
Association Service Division

dbl

August 4, 1942.

RIGHT OF WAY
ACQUISITION SECTION

IN REPLYING REFER TO: FS 1 ABA(2)

Federal Land Bank Company,
Spokane, Washington.

Dear Sirs:

Recently, while dealing with Mr. W. W. Hawkins,
President of the First National Bank of Dillon, he advised
me that he did not know for sure whether your organization
had a mortgage on the following described land:

W^{1/2} Section 5, T. 13 S., R. 9 W., and
the E^{1/2} Section 3E, T. 13 S., R. 9 W.,
all in Beaverhead County.

Please advise us whether or not your organization
or the Land Bank Commissioner has a mortgage on this property.

Yours very truly,

ROBTARA HIGHWAY DEPARTMENT

By

A. G. Sweeney
Chief Right of Way Agent

ROP:ust

FIRST NATIONAL BANK OF DILLON

Dillon, Montana

1942

FS 1 AFA(2)

BEAVERHEAD

38.32 acres in WPA
Sec. 8, T. 13 S., R. 9 W., M.P.M., Beaverhead
County, Montana and also 8.53 acres in the
Sec. 22, T. 13 S., R. 9 W., M.P.M., Beaverhead
County, Montana.

3.20	irrigated alfalfa	40.00	128 00
45.65	tillable	15.00	684.75

782 75

FS 1 AFA(2)

782.75

Beaverhead

FIRST NATIONAL BANK OF DILLON

Dillon, Montana

1942

RS 1 APA(S)

BEAVERHEAD

38.32 acres in 1942
Sec. 5, T. 12 S., R. 9 W., N.P.M., Beaverhead
County, Montana and also 8.32 acres in the 1942
Sec. 32, T. 12 S., R. 9 W., N.P.M., Beaverhead
County, Montana.

3.20	irrigated alfalfa	40.00	136 00
43.65	tillable	15.00	654.70

782 70

RS 1 APA(2)

782.70

Beaverhead

First National Bank of Dillon, W. V. Rankins, President

STATIONING: 40+45.7 to 56+46.8 and 77+48.2 to 80+00

NAME OF OWNER: First National Bank of Dillon, Montana

ADDRESS OF OWNER: Dillon, Montana

OTHERS INTERESTED
IN PROPERTY:

COMPENSATION RECOMMENDED FOR EASEMENT:

Building.....	rods of.....	fence at.....	\$
Building.....	" ".....	" ".....	\$
Resetting.....	" ".....	" ".....	\$
Resetting.....	" ".....	" ".....	\$
Damage: (state character).....			\$
			\$
			\$
3.20 acres of.....	irrigated alfalfa	land at \$40.00	\$ 128.00
			\$
43.65 " ".....	tillable	" " \$15.00	\$ 654.75
			\$ 782.75

Claim and option taken.

~~None~~

SPECIAL CONSIDERATIONS: None

3.20
43.65
46.85

128.00
654.75
782.75

ENCUMBRANCES: ~~Mortgaged to the Federal Land Bank of Chicago~~

REMARKS: The extreme northwest corner of this right of way extends into a irrigated alfalfa field. This is the only present irrigated land that we take. The remaining portions are tillable lands which are irrigable. The above settlement is very reasonable considering the fact that we did not buy a continuous right of way to the north line of this property. By not doing this, we leave some irrigated land which will be difficult to cultivate and harvest. For this inconvenience the owner did not ask any damages. Mr. Hawkins, President of the bank advised me that he did not know whether these ~~tracts~~ tracts of lands were mortgaged to the Federal Land Bank or not, and requested that we immediately write the Federal Land Bank and secure from them a definite statement as to whether or not the land is mortgaged to them. If it is, he has assigned all of the money for this right of way to the Federal Land Bank.

The State is to reconstruct any ditches that are interfered with so that the remaining portions of the field can be irrigated.

F. G. Joad

S/ *E. C. Parsons*
Right of Way Engineer

APPROVED: *for 782.75*
(Date)

DISAPPROVED: _____
(Date)

JUL 30 1942

[Signature]
(Reviewing Authority)

PROJECT NO. _____ COUNTY OF Beaverhead

OPTION TO PURCHASE

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED _____

_____, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States to _____ in hand paid by the State of Montana, hereinafter referred to as the "State", and other good and valuable considerations, the receipt whereof is hereby acknowledged, do _____, by these presents, grant unto the State, for the period of one year from and after the date hereof, the sole and exclusive option of purchasing from the undersigned a perpetual easement for a right of way for State Highway purposes over and across the land described on the reverse side of this sheet and made a part hereof.

The purchase price of said easement for right of way to be the sum of \$ 9825 distributed as shown under the caption "Consideration for Easement" on the reverse side hereof.

As a further consideration the State, following its exercise of this option and the delivery to it of possession and the deed hereinafter mentioned, shall construct the necessary fencing.

Upon payment by the State within the time hereinabove specified of said purchase price, the undersigned shall deliver to the State possession of said property, and shall make, execute, acknowledge and deliver to the State a good and sufficient deed conveying to the State a perpetual easement for said right of way as hereinabove set forth. Payment of the unassigned portion of said purchase price may be made by warrant payable to the order of the undersigned drawn by the State Auditor of the State on the State Highway Fund of the State, and delivered to the undersigned or to the bank specified on the reverse side hereof.

The undersigned agrees that, upon the exercise of this option by the State and within a reasonable time after highway grading operations are completed, the undersigned shall build or reset legal fence on the lateral lines of said right of way to the extent specified on the reverse side hereof, and that if such fence is not built or reset within said time the undersigned shall refund to the State that portion of the purchase price distributed to the building or resetting of fence as above referred to, upon notice and demand.

The undersigned hereby declares that there are no mortgages, liens or judgments covering the property herein described, or any portion thereof, except as mentioned on the reverse side hereof.

IN WITNESS WHEREOF, the undersigned hereunto set his hands this 15 day of July, 1942.
Carl S. Larson
Notary Public

STATE OF _____ } ss.
County of _____ }

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

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

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

Notarial Seal.

Carl S. Larson
Notary Public for the State of Montana

Residing at _____
NOTARY PUBLIC FOR THE STATE OF MONTANA
My commission expires _____

OWNER: _____ (1) Married or single: _____

(2) Wife's name: _____

(3) Bank patronized: _____

ADDRESS: _____ (4) Bank's address: _____

(5) MORTGAGE: (If Items (5), (6), (7) and (8) are applicable, please complete):

Name of mortgagee: _____ Address: _____

Date of mortgage: _____ Amount: \$ _____

Date of filing for record: _____ Book: _____ Page: _____

What part of consideration is owner willing to assign mortgage: \$ _____

(6) CONTRACT FOR SALE: To _____ Address: _____

What part of consideration is purchaser willing to assign seller: \$ _____

(7) LEASE: to _____ Address: _____

(8) OTHER ENCUMBRANCES: _____

Consideration for Easement

6.55 acres of land at \$ 15.00 Per acre \$ 98.25

" " " " \$ " " \$

Damage (state character) \$

Resetting \$

Building \$

TOTAL CONSIDERATION \$ _____

PLEASE SIGN HERE

Wm. H. ...
Wm. H. ...
(Signature of ...)

DESCRIPTION OF LAND (which is a part of option on reverse side hereof). Written by _____
Checked by _____

A tract of land in SW+NE+ Sec 5 T13S. R9W. M.P.M. Beaverhead County, Montana, more particularly described as follows.
Beginning at a point on the south line of said SW+NE+, which said point bears westerly a distance of 24.0 ft from the S.E. Cor. of said SW+NE+; thence N.20°45'W. 850.0 ft; thence S.69°15'W. 367.1 ft; thence S20°45'E 707.0 ft more or less to a point on the south line of said SW+NE+; thence easterly along the said south line to the said point of beginning, and containing in all 6.55 acres, more or less

170 - this land ...

State Highway Commission of Montana

PROJECT NO. ES 1 AFA(2)

COUNTY OF Beaverhead

OPTION TO PURCHASE

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED

W. W. Hawkins, President First National Bank of Dillon

for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States to him in hand paid by the State of Montana, hereinafter referred to as the "State," and other good and valuable considerations, the receipt whereof is hereby acknowledged, do... by these presents, grant unto the State, for the period of 1 year from and after the date hereof, the sole and exclusive option of purchasing from the undersigned a perpetual easement for a right of way for State Highway purposes over and across the land described on the reverse side of this sheet and made a part hereof.

The purchase price of said easement for right of way to be the sum of \$ 782.75 distributed as shown under the caption "Consideration for Easement" on the reverse side hereof.

As a further consideration the State, following its exercise of this option and the delivery to it of possession and the deed hereinafter mentioned, shall construct all necessary fencing

Upon payment by the State within the time hereinabove specified of said purchase price, the undersigned shall deliver to the State possession of said property, and shall make, execute, acknowledge and deliver to the State a good and sufficient deed conveying to the State a perpetual easement for said right of way as hereinabove set forth. Payment of the unassigned portion of said purchase price may be made by warrant payable to the order of the undersigned drawn by the State Auditor of the State on the State Highway Fund of the State, and delivered to the undersigned or to the bank specified on the reverse side hereof.

The undersigned agrees that, upon the exercise of this option by the State and within a reasonable time after highway grading operations are completed, the undersigned shall build or reset legal fence on the lateral lines of said right of way to the extent specified on the reverse side hereof, and that if such fence is not built or reset within said time the undersigned shall refund to the State that portion of the purchase price distributed to the building or resetting of fence as above referred to, upon notice and demand.

The undersigned hereby declares that there are no mortgages, liens or judgments covering the property herein described, or any portion thereof, except as mentioned on the reverse side hereof.

IN WITNESS WHEREOF, the undersigned hereunto set their hand this 15 day of July 1942

[Handwritten signature of W. W. Hawkins]

STATE OF MONTANA }
County of Beaverhead } ss.

On this 15 day of July A. D. 19 42 before me Earle O. Parsons a Notary Public in and for the State of Montana personally appeared W. W. Hawkins, President First National Bank of Dillon

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

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

Notarial Seal.

[Handwritten signature of Earle O. Parsons]
Notary Public for the State of Montana
Residing at Helena
My Commission expires 9-26-44

OWNER: ? (1) Married or single: _____
 (2) Wife's name: _____
 (3) Bank patronized: _____
 ADDRESS: (4) Bank's address: _____

(5) MORTGAGE: (If items (5), (6), (7) and (8) are applicable, please complete):
 Name of mortgagee: _____ Address: _____
 Date of mortgage: _____ Amount: \$ _____
 Date of filing for record: _____ Book: _____ Page: _____
 What part of consideration is owner willing to assign mortgagee: \$ _____
 (6) CONTRACT FOR SALE: To _____ Address: _____
 What part of consideration is purchaser willing to assign seller: \$ _____
 (7) Lease: to _____ Address: _____
 (8) Other ENCUMBRANCES: _____

CONSIDERATION FOR EASEMENT

Building.....	rods of.....	fence at.....	\$.....
Building.....	" ".....	" ".....	\$.....
Resetting.....	" ".....	" ".....	\$.....
Resetting.....	" ".....	" ".....	\$.....
Damage: (State Character).....			\$.....
			\$.....
			\$.....
3.2 acres of	Brigate alfalfa	land at \$ 40 ⁰⁰	\$ 128 ⁰⁰
3.74	" "	" " \$ 15 ⁰⁰	\$ 56 ¹⁰ 654 ⁷⁵
43.65	" "		
TOTAL CONSIDERATION, \$			489 ⁰⁰ 783 ⁷⁵

PLEASE SIGN HERE

[Signature]
 (Signature of Land Owner)

DESCRIPTION OF LAND (which is a part of option on reverse side hereof.) Written by Dalton
 Checked by _____

40+45.7 to 36+45.8

A tract of land in W¹/₄NE¹/₄ Sec. 5, T. 13 S., R. 9 W., M.P.M., Beaverhead County, Montana, more particularly described as follows:

Beginning at the northeast corner of said W¹/₄NE¹/₄; thence from the said point of beginning westerly ~~32.25~~ feet, along the north line of said Sec. 5; thence S. 80°45' E. ~~157.7~~ feet; to a point on the east line of the said W¹/₄NE¹/₄; thence northerly 32.25 feet, more or less, along the said east line of the W¹/₄NE¹/₄ to the said point of beginning, and containing in all 32.25 acres, more or less.

32.25
43.65 Acres in E²/₄SW¹/₄ Sec 32
43.65 Acres total description in all attached below

Flance with 150 ft. along the south line to the S.E. Cor of said W¹/₄NE¹/₄

A tract of land in E¹/₄SW¹/₄ Sec. 32, T. 12 S., R. 9 W., M.P.M., Beaverhead County, Montana, more particularly described as follows:

All that land in the said E¹/₄SW¹/₄ lying east of a line parallel to and 450 feet westerly when measured at right angles from the following described centerline: Beginning at a point, which said point is north _____ feet, and west _____ feet, more or less, from the southeast corner of said Sec. 32; thence from the said point of beginning N. 80°45' W, 1597.7 feet to a point, which said point is north _____ feet and west _____ feet, more or less from the southeast corner of said Sec. 32, and containing in all 43.65 acres, more or less.

43.65

STATE HIGHWAY COMMISSION OF MONTANA

Right of Way Division

Project No. ES 1-12A-2

County: Beaverhead

REPORT LIBERTATION COVENANT

The United States of America, having established a flight strip for the use of aircraft, all or a portion of which is located in the ~~W/2SW~~ and ~~E/2SW~~ Sec. 22, T. 12 S., R. 9 W., M.P.M. Beaverhead County, Montana, in the vicinity of the lands of the undersigned banking corporation, this covenant is made for the benefit of such flight strip, and for the purpose of protecting the approach zones thereof.

In consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00)..... receipt of which is hereby acknowledged, First National Bank of Dillon, a banking corporation organized and existing under and by virtue of the National Banking Act of the United States being the owner of that real property in the COUNTY OF BEAVERHEAD, STATE OF MONTANA, described as: a tract of land in the ~~W/2SW~~ Sec. 22, T. 12 S., R. 9 W., M.P.M. Beaverhead County, Montana, hereby covenants and agrees for ~~successors~~ itself, and its/their and assigns, as a covenant binding the above described property and for the benefit of/said flight strip and of the UNITED STATES OF AMERICA, AND ITS ASSIGNS, that no building, structure, or other obstruction of any kind shall ever be erected, placed or maintained on the above-described property that shall extend above an inclined plane which passes through (1) a horizontal line having a bearing of S. 72°15' E. and an elevation of four (4) feet vertically above the present ground at a point described as follows: A point which is north 2126.6 feet and west 84.6 feet from the southquarter corner of Sec. 22, T. 12 S., R. 9 W., M.P.M., Beaverhead County, Montana and passes through (2) a point which has an elevation of twenty (20) feet vertically above the present ground at a point described as follows: A point west 200 feet from the Northeast corner of ~~W/2SW~~ Sec. 22, T. 12 S., R. 9 W., M.P.M. Beaverhead County, Montana.

The owner further covenants and agrees that the UNITED STATES OF AMERICA, AND ITS ASSIGNS, SHALL have, and are hereby given the right through its servants, agents or contractors to enter from time to time upon the property above described and to trim any trees or other natural growth which extend, or within a period of any one year could reasonably be anticipated to extend above said inclined plane.

These covenants shall run with the above-described flight strip and shall be binding upon its successors and assigns of the undersigned, and shall continue in full force and effect so long as the said flight strip is maintained for aircraft purposes, provided that in the event the said flight strip is abandoned by competent governmental action, this covenant shall cease and be of no further force or effect.

Dated: Sept 3-1942, the said First National Bank of Dillon has caused its corporate name to be subscribed and its corporate seal to be affixed, by its proper officers, therunto duly authorized.

Attest: [Signature]
Secretary

FIRST NATIONAL BANK OF DILLON
By [Signature]
W. W. Hawkins, President

State of Montana:)
 : ss
County of Broadwater)

On this 3rd day of Sept in the year of 1942, before me, [Signature], a Notary Public for the State of Montana, personally appeared W. W. Hawkins, known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

[Signature]
Notary Public for the State of Montana
Residing at Dillon, Mont
My Commission Expires Feb 11-1948

SEAL

PS 1 AFA 8

BEAVERHEAD COUNTY

HEIGHT LIMITATION COVENANT

FIRST NATIONAL BANK OF DILLON

TO

STATE OF MONTANA

COPY

RECORDED ON PAGE 482-3
VOLUME 91.....RECORD OF ~~HEIGHT~~

MISS., Beaverhead..... COUNTY
ON August 21, 1943

CHIEF CLERK TO THE CLERK
OF DEATH ON September 2, 1943

Albert Deber County Recorder

Know All Men by These Presents:

Dillon, Montana

That FIRST NATIONAL BANK OF DILLON, Dillon, Montana ^{Banking} ~~and by virtue~~
~~of the~~ ~~NATIONAL~~ ~~Banking~~ ~~Act~~ ~~of~~ ~~the~~ ~~United~~ ~~States~~ ~~in~~ ~~consideration~~
of the sum of SEVEN-HUNDRED EIGHTY-TWO AND 75/100
Dollars (\$ 782.75), the receipt whereof is hereby admitted,
does hereby grant, bargain, sell, convey, warrant and confirm unto STATE OF MONTANA, for the
benefit and use of its State Highway Commission of Helena, Montana

and to its SUCCESSORS and assigns, FOREVER, the
following described real property, situated in the city or town of

County of BEAVERHEAD, State of Montana, to-wit:

A tract of land in W&H Sec. 5, T. 13 S., R. 9 W., M.P.M., Beaverhead County
Montana, more particularly described as follows: Beginning at the northeast corner
of said W&H; thence from the said point of beginning southerly along the east line
of said W&H to the southeast corner of said W&H; thence westerly 417.6 feet along
the south line of said W&H; thence N. 20°45' W. 700.3 feet; thence N. 69°15' E. 374.0
feet; thence N. 20°45' W. 1992.4 feet, more or less, to a point on the north line of
said Sec. 5; thence easterly 1031.2 feet along the said north line of Sec. 5 to the
said point of beginning, and containing in all 38.52 acres, more or less.

Also a tract of land in E&S Sec. 32, T. 12 S., R. 9 W., M.P.M., Beaverhead County
Montana, more particularly described as follows: Beginning at a point on the east
line of said E&S, which said point bears northerly along said east line a distance
of 754.8 feet, more or less, from the south-quarter corner of said Sec. 32; thence
from the said point of beginning N. 20°45' W. 1578.9 feet; thence N. 69°15' E. 526.1
feet, more or less, to a point on the said east line of E&S; thence southerly along
the said east line of E&S to the said point of beginning, and containing in all
8.33 acres, more or less.

TOGETHER, with all and singular the tenements, hereditaments,
and appurtenances thereto belonging or in anywise appertaining.

And the said GRANTOR hereby covenants that it will forever WARRANT and DEFEND
all right, title, and interest in and to said premises, and the quiet and peaceable possession thereof,
unto the said GRANTEE its SUCCESSORS and assigns, against the
acts and deeds of said grantor, and all and every person and persons whomsoever lawfully claiming or to
claim the same.

It is understood and agreed between the parties hereto that the State of Montana
will build all necessary fences at its sole expense.

IN WITNESS WHEREOF, said GRANTOR has caused its corporate name to be subscribed
and its corporate seal to be affixed, by its proper officers, thereunto duly authorized, on this 24th
day of December, A. D. 1942.

FIRST NATIONAL BANK OF DILLON

ATTEST:

(Signature Illegible)

(Corp. Seal)

By W. W. HAWKINS

W. W. Hawkins

President.

SECRETARY
Cashier

On this _____ day of _____ in the year 1942, before me

H. K. BULGER, a Notary Public for the

State of Montana, personally appeared W. W. Perkins

(known to me ~~as president of the corporation~~)

to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

H. K. Bulger (signed)
Notary Public for the State of Montana.

Residing at Dillon, Montana My Commission expires Feb. 11, 1945

NOTE—Acknowledgment should be made by either president or secretary.

66588
FB 1 AFA(2) 3/5
BEAVERHEAD COUNTY

Warranty Deed --- Corporation

S. F.

FIRST NATIONAL BANK OF DILLON
TO
STATE OF MONTANA

Dated December 24, 1942

STATE OF MONTANA, }
County of Beaverhead }

filed for Record this 28th day of
January A. D. 1943

at 2:55 o'clock P. M., and
recorded in Book 105 of Deeds
page 488-489 of the Records of
Beaverhead County,
State of Montana

County Recorder.
Filed with Sec. of State
January 27, 1943.
Deputy

Fees, \$
Return to

STATE HIGHWAY COMMISSION OF MONTANA

Right of Way Division

Project No. PS 1-AFA-2

County: Beaverhead

HEIGHT LIMITATION COVENANT

The United States of America, having established a flight strip for the use of aircraft, all or a portion of which is located in the W 1/2 SE 1/4 and E 1/2 SW 1/4 Sec. 32, T. 12 S., R. 9 W., M.P.N. Beaverhead County, Montana, in the vicinity of the lands of the undersigned banking corporation, this covenant is made for the benefit of such flight strip, and for the purpose of protecting the approach zones thereof.

In consideration of the sum of ONE AND NO/100 DOLLARS.....(\$1.00)....., receipt of which is hereby acknowledged, First National Bank of Millen, a banking corporation organized and existing under and by virtue of the National Banking Act of the United States being the owner of that real property in the COUNTY OF BEAVERHEAD, STATE OF MONTANA, described: as a tract of land in the E 1/2 NE 1/4 SW 1/4 Sec. 32, T. 12 S., R. 9 W., M.P.N. Beaverhead County, Montana, hereby covenants and agrees for itself, and its successors and assigns, as a covenant binding the above described property and for the benefit of said flight strip and of the UNITED STATES OF AMERICA, AND ITS ASSIGNS, that no building, structure, or other obstruction of any kind shall ever be erected, placed or maintained on the above-described property that shall extend above an inclined plane which passes through (1) a horizontal line having a bearing of S. 79° 15' W. and an elevation of four (4) feet vertically above the present ground at a point described as follows:

A point which is north 2196.6 feet and west 84.6 feet from the south-quarter corner of Sec. 32, T. 12 S., R. 9 W. M.P.M., Beaverhead County, Montana and passes through (2) a point which has an elevation of twenty (20) feet vertically above the present ground at a point described as follows: A point west 360 feet from the Northeast corner of NE 1/4 SE 1/4 Sec. 32, T. 12 S., R. 9 W., M.P.M. Beaverhead County, Montana.

The owner further covenants and agrees that the UNITED STATES OF AMERICA, AND ITS ASSIGNS, SHALL have, and are hereby given the right through its servants, agents or contractors to enter from time to time upon the property above described and to trim any trees or other natural growth which extend, or within a period of any one year could reasonably be anticipated to extend above said inclined plane.

These covenants shall run with the above-described flight strip and shall be binding upon its successors and assigns of the undersigned, and shall continue in full force and effect as long as the said flight strip is maintained for aircraft purposes, provided that in the event the said flight strip is abandoned by competent governmental action, this covenant shall cease and be of no further force or effect.

Dated: SEPT. 3, 1942, the said First National Bank of Dillon has caused its corporate name to be subscribed and its corporate seal to be affixed, by its proper officers, thereto duly authorized.

Attest:
(c) signature illegible
Secretary

FIRST NATIONAL BANK OF DILLON

By (S) W. W. HANKINS

W. W. Hankins, President

State of Montana: }
County of Beaverhead } ss

On this 3rd day of SEPT. in the year of 1942, before me, E. L. BLAIR, a Notary Public for the State of Montana, personally appeared W. W. Watkins, known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

(2021)

(s) E. L. BLAIR
Notary Public for the State of
Montana
Residing at Billings, Montana
My Commission expires Feb. 11, 1945

State of Montana: }
County of Beaverhead } ss

On this 3rd day of SEPT. in the year of 1942, before me, H. E. NELSON, a Notary Public for the State of Montana, personally appeared W. E. Haskins, known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

(SSE)

(s) H. E. NELSON
Notary Public for the State of
Montana
Residing at Dillon, Montana
My Commission expires Feb. 11, 1945