

After Recording, Return To:
Rocky Mountain Title Guaranty, LLC
400 North Park Ave.
Helena, MT 59601

Bx 27080

190201 Fee: \$ 32.00 Bk 227 Pg 280
BROADWATER COUNTY Recorded 7/15/2021 at 03:37 PM
Douglas D. Ellis, Clerk and Recorder By Annr Deputy
Return to: Rocky Mountain Title Co
400 N Park Ave Suite 200, Helena, Montana 59624

WARRANTY DEED

FOR VALUE RECEIVED, **CLOVERCREST LAND & CATTLE CO., LLC, a Montana limited liability company**, the Grantor, with mailing address of 24 Dockside Lane, #382, Key Largo, FL 33037, does hereby grant, bargain, sell, convey and confirm unto **DEBORAH F. BENYO and BRIAN P. BENYO, Trustees of THE DEBORAH F. BENYO REVOCABLE TRUST**, the Grantee, with mailing address of 14020 Berlin Station Road, Berlin Center, OH 44401, the following described real property, situated in the County of Broadwater, State of Montana, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

TOGETHER WITH:

- (a) all and singular the premises above described hereto, together with all fixtures, tenements, hereditaments, and appurtenances thereunto belonging or in any way 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 (however evidenced) not reserved by Grantor's predecessors in interest, which water rights are subject to adjudication, re-adjudication, or determination in accordance with Montana Water law; no warranty is made as to such water and ditch rights; and
- (c) all mineral, oil, gas, and other hydrocarbon rights appurtenant to the hereinbefore described real property owned by the Grantor and not reserved or conveyed by Grantor's predecessors in title; no warranty is made as to the status or extent of such mineral rights.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

- (a) Real property taxes and assessments for the year 2021, and for all subsequent

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years thereafter;

(b) Federal or State patent reservations and exceptions, if any;

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

(d) Federal, state, and local laws and regulations, including zoning, building, and land use regulations affecting the premises, if any;

(e) County road rights-of-way not recorded or indexed as a conveyance in the office of the Clerk and Recorder of Broadwater County, Montana, pursuant to Title 70, Chapter 21, M.C.A.;

(f) All deed restrictions and protective or restrictive covenants of record; all easements, reservations, and rights of way of record or apparent from physical examination and inspection of the premises;

(g) All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by recorded plat of said subdivision, recorded as Certificate of Survey recorded in Book 1 of Plats, page 909, records of Broadwater County, Montana; and

(h) All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by recorded plat of said subdivision, recorded as Certificate of Survey recorded in Book 1 of Plats, page 911, records of Broadwater County, Montana.

TO HAVE AND TO HOLD, all and singular, the above-described premises unto the Grantee, its successors and assigns, FOREVER.

And the Grantor does hereby covenant that EXCEPT with reference to the items referred to in paragraphs (a) – (h) inclusive, that the Grantor covenants with the Grantee that the Grantor is now seized in fee simple of the property granted; that the Grantee shall enjoy the property without any lawful disturbance; that the property is free from all encumbrances; that the Grantor and all persons acquiring any interest in the property through or for the Grantor will, on demand, execute and deliver to the Grantee, at the expense of the Grantee, any further assurance of the property that may reasonably be required and that the Grantor will warrant to the Grantee all the property against every person lawfully claiming the property.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this 12th day of July, 2021.

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CLOVERCREST LAND & CATTLE CO., LLC,
a Montana limited liability company

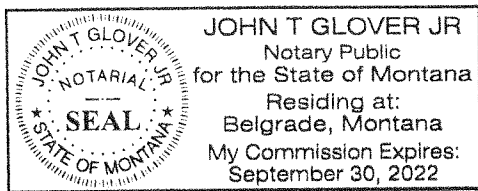
By: 

William J. Nutt


Its: Member

STATE OF MONTANA)
)
County of Gallatin) : ss.

On this 12th day of July, 2021, before me personally appeared WILLIAM J. NUTT, whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same as the duly authorized Member of, and for and on behalf of, CloverCrest Land & Cattle Co., LLC, a Montana limited liability company.



[SEAL]


(Print Name: John T. Glover, Jr.)
Notary Public for the State of Montana
Residing at: Belgrade, MT
My Commission Expires: Sept 30, 2022

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EXHIBIT "A"

Tract 1 of Certificate of Survey No. 147418, recorded in Book 1 of Plats, page 911, located in Section 12, Township 7 North, Range 3 East, P.M.M., Broadwater County, Montana.

and

Township 7 North, Range 4 East, P.M.M., Broadwater County, Montana:

Section 6: Lot 1; SE $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$

Section 7: Lots 1 and 2; E $\frac{1}{2}$ NW $\frac{1}{4}$

Section 7: Lots 3 and 4; NE $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; and that portion of the SE $\frac{1}{4}$ lying Northwest of the North Fork County Road. This includes the Mortgage Tract as described on Certificate of Survey recorded in Book 1 of Plats, page 909.

Section 18: That portion of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ lying Northwest of the North Fork County Road; Lots 1 and 2; E $\frac{1}{2}$ NW $\frac{1}{4}$ and beginning at the northwest corner of the SW $\frac{1}{4}$ of Section 18, thence S. 204 feet, thence E. 1200 feet, thence N.51°30'E., 336 feet, thence W., 1464 feet to the place of beginning.

Excepting therefrom the following:

Beginning at a point 1464 feet East of the Southwest corner of the NW $\frac{1}{4}$ of Section 18, thence East 800 feet; thence N.21°E., 653 feet; thence North 610 feet; thence S. 44°W., 1661 feet to the place of beginning.

Deed Reference: Book 25 of Micro, page 962