

All Nations

Return To:  
2100 Stephens Ave  
Suite 105  
Missoula, MT  
59801

1054414-m

**WARRANTY DEED**

FOR VALUE RECEIVED, Partners Hope Foundation, a Montana nonprofit corporation, of 3641 Union Pacific St., Missoula, Montana 59808 ("GRANTOR"), hereby grants, bargains, sells and conveys unto:

All Nations Health Center, Inc.  
2100 Stephens Avenue  
Suite 105  
Missoula, Montana 59801

("GRANTEE"), the following described premises in Missoula County, State of Montana:

Lot 1 of Payne Subdivision, a platted subdivision in the city of Missoula, Missoula County, Montana, according to the official recorded plat thereof; and

Lot 2A of the Amended Plat of Payne Subdivision, Lots 2 and 3, a platted subdivision in the city of Missoula, Missoula County, Montana, according to the official recorded plat thereof.

(the "Real Property")

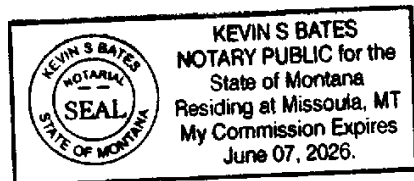
TO HAVE AND TO HOLD the Real Property, with its appurtenances and easements apparent or of record, unto the GRANTEE, its heirs and assigns, forever.

SUBJECT TO:

- (A) All reservations, exceptions, covenants, conditions and restrictions of record and in patents from the United States or the State of Montana;
- (B) All existing easements, rights of way and restrictions apparent or of record;
- (C) Taxes and assessments for the current year and subsequent years;
- (D) All prior conveyances, leases or transfers of any interest in minerals, including oil, gas and other hydrocarbons;
- (E) Building, use, zoning, sanitary, and environmental restrictions;
- (F) The Covenants, Conditions and Restrictions being recorded immediately following the recording of this Warranty Deed; and
- (G) The Permitted Exceptions, which are attached hereto as Exhibit I, which is incorporated herein by this reference.

GRANTOR covenants with GRANTEE that GRANTOR is now seized in fee simple absolute of the Real Property; that GRANTOR has full power to convey same; that the same is free from all encumbrances excepting those set forth above; that GRANTEE shall enjoy the same without any lawful disturbance; that GRANTOR will, on demand, execute and deliver to GRANTEE, at the expense of GRANTOR, any further assurance of the same that may be reasonably required; and, with the exceptions set forth above, that GRANTOR warrants to GRANTEE and will defend for it all the Real Property against every person lawfully claiming all or any interest in same.

DATED this 7<sup>th</sup> day of June, 2023.



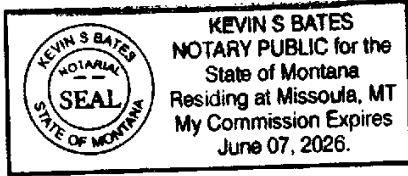
STATE OF MONTANA )  
County of Missoula )

PARTNERS HOPE FOUNDATION.

Anne Marie Murphy  
By: Anne Marie Murphy  
Its: Board President  
Partners Hope Foundation

On this 7<sup>th</sup> day of June, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Anne Murphy as Board President (title or capacity) of or for Partners Hope Foundation, a Montana nonprofit corporation, and acknowledged to me that he/she executed the same on behalf of such entity.

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



*Kevin S Bates*

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**EXHIBIT 1 TO WARRANTY DEED**

**Between Partners Hope Foundation (Grantor) & All Nations Health Center, Inc. (Grantee)**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch or ditch rights, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.
8. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Missoula to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Missoula County.
10. 2023 taxes and special assessments are an accruing lien, amounts are determined and/or payable.

The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	First Half / Status	Second Half / Status	Parcel Number	Covers
2022	\$133.68 Paid	\$133.67 Paid	5955004	Lot 1
	\$132.40 Paid	\$132.40 Paid	4208081	Lot 2A & Other Property

(Missoula County tax records indicate portions of the property may be EXEMPT. Please contact the Missoula County Assessor's Office at (406)329-1400 for more information)

11. Easement recorded in Book 45 of Micro Records at Page 232.

12. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Certificate of Survey(s) No. 4676 & 5499, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 USC 3604 (c).
13. Easement recorded in Book 499 of Micro Records at Page 1787.  
  
Resolution #97-018, a resolution to accept real property as described in the easement noted above, recorded March 19, 1997 in Book 500 of Micro Records at Page 672.
14. Access Easement Agreement upon the terms, conditions and provisions contained therein:  
Parties: Gateway Limited Partnership and Carmike Cinemas  
Recorded: September 26, 1997, Book 517 of Micro Records at Page 1472
15. Easement recorded in Book 600 of Micro Records at Page 1571.
16. Grant of Reciprocal Sign Easements and Use and Maintenance Agreement upon the terms, conditions and provisions contained therein:  
Parties: Home Depot U.S.A., Inc. and Linda M. Burgan, Ronald J. Berg, Donald M. Berg & Gloria Jacobson  
Recorded: November 3, 1999, Book 600 of Micro Records at Page 1601  
  
Assignment of Grant of Reciprocal Sign Easements and Use and Maintenance Agreement recorded December 14, 2001 in Book 673 of Micro Records at Page 379.
17. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed on the recorded plat of Payne Subdivision, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
18. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed on the recorded plat of PAYNE SUBDIVISION, LOT 2 & 3, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
19. Development Agreement upon the terms, conditions and provisions contained therein:  
Parties: City of Missoula and Terry W. Payne  
Recorded: February 22, 2007, Book 792 of Micro Records at Page 508
20. Notice of Exemption filed by the Montana Department of Revenue on March 4, 2022 in Book 1072 of Micro Records at Page 608.
21. Covenants, Conditions and Restrictions recorded in Book 1079 of Micro Records, page 901, but omitting any covenant, condition, or restriction based on race, color, religion, sex, handicap, familial status, national origin to the extent that such covenants, conditions, or restrictions, violate 42 USC 3604(c).