

RESOLUTION NO. 18-21
RESOLUTION CREATING RURAL SPECIAL
IMPROVEMENT MAINTENANCE DISTRICT TO BE KNOWN AS R.S.I.D. #838M
(ANGLER'S WAY BUFFALO PARK- ROAD)

WHEREAS, the Board of County Commissioners of Yellowstone County, Montana, have been presented with a valid petition to create a Rural Special Improvement Maintenance District which shall be known as RSID #838M for Angler's Way Buffalo Park, described in Exhibit B as Block 1 of Angler's Way Subdivision, Lots 1-5, inclusive, and Block 1 of Buffalo Park Subdivision, Lots 1-5 inclusive and more particularly shown in Exhibit A (maps) in Yellowstone County, Montana; and,

WHEREAS, under MCA 7-12-2102(2), a petition was presented to create a rural special improvement district that contains the consent of all (100%) of the owners of property to be included in the district (Exhibit F); and,

WHEREAS, all of the costs of the district shall be assessed equally on a per lot method for existing and future lots (Exhibit D); and,

WHEREAS, the cost estimate as shown in Exhibit C is only an estimate of annual costs and is subject to cost fluctuations due to maintenance utilization levels and changes in material and labor costs of performing necessary maintenance; and

WHEREAS, the property assessment amount is subject to adjustment and will be established annually by the Board of County Commissioners; and,

WHEREAS, the district shall be considered to exist perpetually unless included within another district providing the same services or assumed by a municipality.

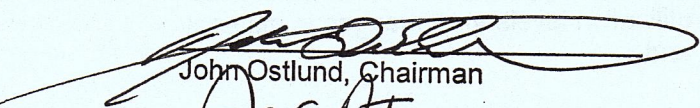
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Yellowstone County, Montana, deeming the public interest or convenience require the creation of the rural special improvement maintenance district, intends to create the following described Rural Special Improvement Maintenance District:

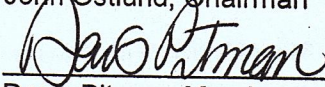
1. **NUMBER OF DISTRICT.** The Rural Special Improvement Maintenance District shall be designated as District No. 838M.
2. **DESCRIPTION OF DISTRICT.** The exterior boundaries of the District are shown in Exhibit A and described in Exhibit B.
3. **DESCRIPTION OF IMPROVEMENTS, DESCRIPTION OF MAINTENANCE, METHOD OF ASSESSMENT AND ESTIMATED COSTS.** Assessments collected on behalf of this district shall be used for the maintenance of roads located within the district as estimated in Exhibit C. All of the costs of the district shall be assessed equally on a per lot method for existing and future lots (Exhibit D).
4. **DURATION.** The district shall be deemed to be perpetual in nature unless absorbed and replaced by another district or municipality.

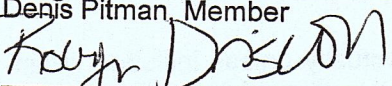
5. The Commissioners desire that an Ad Hoc Committee be appointed to make recommendations to the Commissioners with regard to the need for assessments to be made for maintenance, the amount of assessments, and how the assessments should be spent. The Commissioners request a list of some individuals who are willing to serve on the Ad Hoc Committee (Exhibit E).

PASSED AND ADOPTED by the Board of County Commissioners of Yellowstone County, Montana, this 16th day of February 2018.

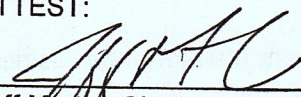
BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA


John Ostlund, Chairman


Denis Pitman, Member

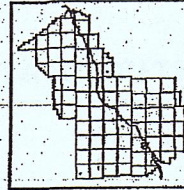

Robyn Driscoll, Member

(SEAL)
ATTEST:

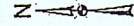

Jeff Martin, Clerk & Recorder
Yellowstone County, Montana

This document is intended for informational purposes only and is not guaranteed to be accurate nor current.

EXHIBIT A



6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	

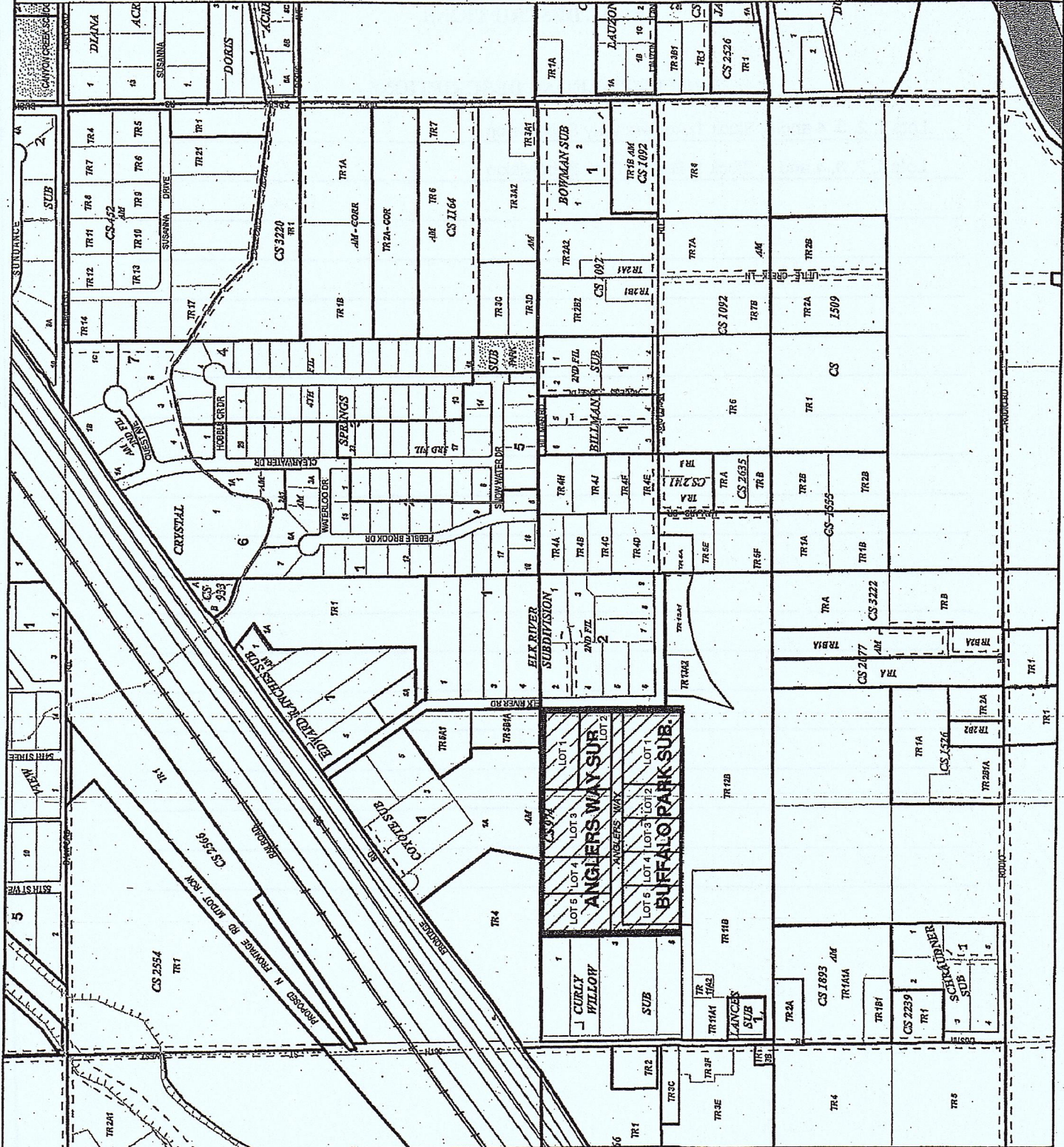


YELLOWSTONE COUNTY GIS
BILLINGS, MONTANA

1 inch = 727 feet
1 inch = 221 meters

SEC 33, T15R25E

Date: 5/30/2017



PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT

EXHIBIT C

ESTIMATED ANNUAL MAINTENANCE COST

STREET/WASTEWATER/STORMWATER DRAINAGE FACILITIES:

	MAINTENANCE ACTIVITY	ESTIMATED ANNUAL COST
1	ROADSIDE WEED CONTROL	\$300.00
2	SNOW PLOWING (3 PLOWS/YEAR)	\$450.00
3	CHIP SEAL (EVERY 7 YEARS) *	\$2,500.00
4	MAINTAIN DRAINAGE DITCHES AND CULVERTS	\$300.00
5		

SUBTOTAL = \$3,550.00

*Yellowstone County Public Works recommends an annual assessment of \$0.04661/ft² of pavement for future chip seal. Estimate based on approximately 2230 LF of road or approximately 53,520 ft² of pavement which equals an annual assessment of approximately \$2,500.00.

FIRE PROTECTION FACILITIES:

	MAINTENANCE ACTIVITY	ESTIMATED ANNUAL COST

SUBTOTAL = \$0.00

TOTAL ESTIMATED ANNUAL MAINTENANCE COST =	\$3,550.00
TOTAL NUMBER OF ASSESSMENT UNITS (# OF LOTS) =	10
ESTIMATED ANNUAL MAINTENANCE COST PER LOT =	\$355.00
ESTIMATED MONTHLY MAINTENANCE COST PER LOT =	\$29.58

NOTE:

ESTIMATED ANNUAL MAINTENANCE COSTS HAVE BEEN PROVIDED FOR THE PURPOSE OF ESTABLISHING A MAINTENANCE AND OPERATION BUDGET FOR THE PUBLIC SUBDIVISION FACILITIES. ANNUAL ASSESSMENTS MAY NEED TO BE ADJUSTED UP OR DOWN BY THE RSID-M AD-HOC COMMITTEE IN THE FUTURE, BASED ON ACTUAL COSTS INCURRED TO MAINTAIN AND OPERATE SUBDIVISION FACILITIES.

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

EXHIBIT D

METHOD OF ASSESSMENT

CHOOSE A METHOD OF ASSESSMENT:

Square Footage

Equal Amount

Front Footage

Other (Describe)

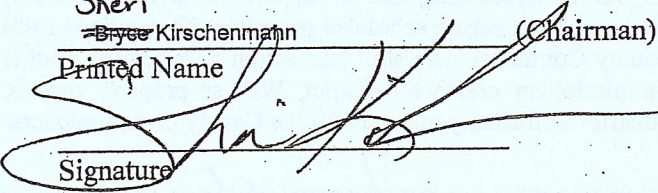
PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

EXHIBIT E

PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT
RECOMMENDATIONS FOR AD HOC COMMITTEE

NAME

TELEPHONE NUMBER

1. Sheri
~~Byron~~ Kirschenmann (Chairman)
Printed Name

Signature

406-252-7264
406-855-8004

2. _____
Printed Name

Signature

3. _____
Printed Name

Signature

4. _____
Printed Name

Signature

5. _____
Printed Name

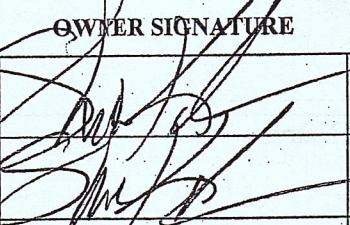
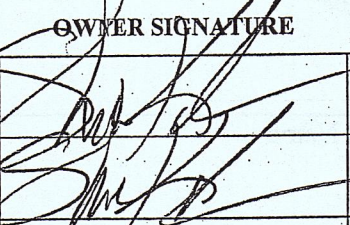
Signature

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

EXHIBIT F

**CONSENT OF PROPERTY OWNERS IN
PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT**

WE, THE UNDERSIGNED property owners, hereby provide the following information for consideration in the possible creation of an RSID. It is our understanding that if support exists for the RSID, information will be provided to the County and a public hearing scheduled regarding the creation of this district. Following the public hearing, the County Commissioners shall take action on whether or not to create the district. Should the County Commissioners create the district, WE, as property owners, understand that we shall bear the costs of the district as formally approved by the County Commissioners.

PROPERTY LEGAL DESCRIPTION	OWNER (PRINTED NAME)	OWNER SIGNATURE	IN FAVOR	OPPOSED
Lots 1, 2, 3, 4 & 5, Block 1 Angler Acres Subdivision Anglers Way Subdivision	Interstate Storage, LLC Manager		✓	
Lots 1, 2, 3, 4 & 5, Block 1, Buffalo Park Subdivision	Interstate Storage, LLC Manager		✓	
		TITLE:		

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

EXHIBIT G

OWNERSHIP REPORT (ATTACHED)

Guarantee



SG 8007690

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company,
GUARANTEES

the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount of stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued by:

American Title & Escrow
1001 South 24th Street West, Suite 200
Billings, Montana 59102

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Authorized Signatory

ORT Form 3796
(CLTA Guarantee (Rev. 12/94))

By

President

Attest

Secretary

reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within 90 days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

7. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time



Subdivision Guarantee

Order No. 3-128090-TB-ORT

Liability: \$5,000.00

Fee: \$150.00

Guarantee NO. SG 8007690

1. Name of Assured: Yellowstone County, Montana
2. Date of Guarantee: August 29, 2017 at 7:30 a.m.

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

That part of West 1/2 of Section 33, Township 1 South, Range 25 East, of the Principal Montana Meridian, in City of Billings, Yellowstone County, Montana, described as Tract 8, of Certificate of Survey No. 974 Amended, on file in the office of the Clerk and Recorder of said County, under Document #948982.

- A. Name of Proposed Subdivision Plat or Condominium Map: **Plat of Anglers Way Subdivision**
- B. The public records purport that only the hereafter named parties appear to have an interest affecting the land necessitating their execution of the named proposed plat or map:

Interstate Storage, LLC, a Montana limited liability company

- C. According to the public records, the following documents purport to affect the described land:
 1. General Taxes for the year 2017, which are a lien but not yet payable. Tax Codes: D01076.
 2. ~~Unrecorded leaseholds; rights of parties in possession, 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.~~
 3. Right-of-way granted to Billings Land and Irrigation Company, recorded March 23, 1904, in Book D, Page 291.
 4. Notice of an easement for telegraph and telephone lines and matters incidental thereto, contained in Assignment of Right-of-Way; recorded April 2, 1922, in Book/Roll 81, Page 147, under Document #159049. Various instruments appear of record affecting the interests of the parties to said easement, but this Policy does not cover an examination of or insurance as to the effect thereof, or the present ownership, encumbrances on, or condition of said easement.
 5. Easement for electric transmission and distribution lines and matters incidental thereto granted to Yellowstone Valley Electrification Association, recorded March 11, 1939, in Book/Roll 210, Page 230, under Document #336269.

6. Easement for electric transmission and distribution lines and matters incidental thereto granted to Yellowstone Valley Electrification Association, recorded March 14, 1939, in Book/Roll 210, Page 239, under Document #336356.
7. Relinquishment of right of access to state highway and of light, view and air under terms of deed to the State of Montana, recorded August 4, 1958, in Book 641 of Deeds, Page 316, under Document #605119.
8. Relinquishment of right of access to state highway and of light, view and air under terms of deed to the State of Montana, recorded October 8, 1959, in Book 681 of Deeds, Page 421, under Document #629455.
9. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of Certificate of Survey No. 974, filed November 28, 1973, as Document #948982, 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 or restrictions violate 42 USC 3604©.
10. Notice of an underground natural gas pipeline and matters incidental thereto, contained in Notice, recorded January 20, 1987, under Document #1426410.
11. Easement for ingress and egress to their respective tracts and matters incidental thereto granted to All Owners of Record, recorded April 3, 2002, under Document #3171243.
12. Easement for ingress and egress to their respective tracts and matters incidental thereto granted to All Owners of Record, recorded April 3, 2002, under Document #3171244.
13. Easement granted to North Western Corporation, a Delaware corporation, a division of MDU Resources Group, Inc.; Billings Tele-Communication, Inc. dba AT&T Broadband and Qwest Corporation, recorded May 30, 2003, under Document #3232807.
14. A Deed of Trust to secure an original indebtedness of \$719,668.50, and any other amounts and/or obligations secured thereby.

Dated:	November 7, 2016
Recorded:	November 15, 2016, under Document #3796160.
Grantor:	Interstate Storage, LLC
Trustee:	American Title And Escrow
Beneficiary:	Stockman Bank of Montana

Coverage: Said instrument covers the land and other property.

15. Terms and conditions contained in Perpetual Reciprocal Access and Utility Easement and matters incidental thereto executed by Edward Raches, Inc, a Montana Corporation, recorded December 5, 2016, under Document #3798028.
16. A Deed of Trust to secure an indebtedness of \$702,600.50, and any other amounts and/or obligations secured thereby.

Dated:	February 13, 2017
Recorded:	February 21, 2017, under Document #3806062.
Grantor:	Interstate Storage LLC
Trustee:	American Title & Escrow
Beneficiary:	Stockman Bank of Montana

Coverage: Said instrument covers the land and other property.

17. A Deed of Trust to secure an indebtedness of \$75,303.00, and any other amounts and/or obligations secured thereby.

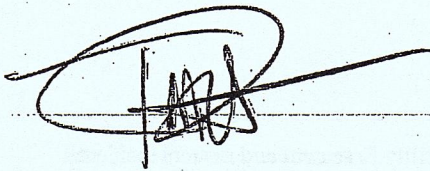
Dated: June 20, 2017
Recorded: June 29, 2017, under Document #3818362.
Grantor: Interstate Storage LLC
Trustee: American Title And Escrow
Beneficiary: Stockman Bank of Montana

Coverage: Said instrument covers the land and other property.

NOTE 1: The Tax Statement in the Yellowstone County, Montana, Treasurer's office is marked "Paid" covering the General Taxes for the year 2016, in the sum of \$151.01. Tax Code: D01076.

No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Countersigned:

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a series of loops and a long horizontal stroke extending to the right.

Authorized Officer or Agent

ORT Form 3797m Subdivision
Guarantee