

**RESOLUTION NO. 18-120**  
**RESOLUTION CREATING RURAL SPECIAL**  
**IMPROVEMENT MAINTENANCE DISTRICT TO BE KNOWN AS R.S.I.D. #849M**  
**(VAN ARSDALE SUBDIVISION- 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 #848M for Van Arsdale Subdivision - Road, described in Exhibit B as Lots 1-8 of Van Arsdale Sub (Lewis Ave only) and more particularly shown in Exhibit A (map) 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:

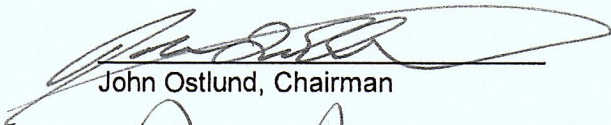
1. **NUMBER OF DISTRICT.** The Rural Special Improvement Maintenance District shall be designated as District No. 849M.
2. **DESCRIPTION OF DISTRICT.** The exterior boundaries of the District are shown in Exhibit A and described in Exhibit B.
3. **DESCRIPTION OF IMPROVEMENTS, DESCRIPTION OF MAINTENANCE, 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.



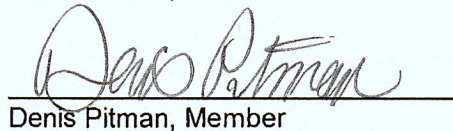
5. The Commissioners desire that an Ad Hoc Committee be appointed to make recommendations to the Commissioners with regard to the need for assessments to be made for maintenance, the amount of assessments, and how the assessments should be spent. The Commissioners request a list of some individuals who 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 11<sup>th</sup> day of December 2018.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA



John Ostlund, Chairman

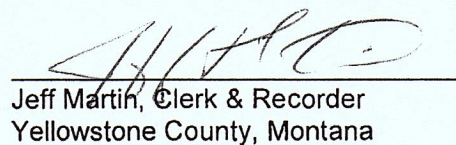


Denis Pitman, Member



Robyn Driscoll, Member

(SEAL)  
ATTEST:



Jeff Martin, Clerk & Recorder  
Yellowstone County, Montana



**Jennifer Jones**

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**From:** Jeff Martin  
**Sent:** Thursday, December 06, 2018 1:08 PM  
**To:** Jennifer Jones  
**Subject:** FW: Re: RSID for Van Arsdale Subdivision

Jennifer,

Please see Mark's updated comments for the Van Arsdale RSID.

**Jeff Martin**  
**Yellowstone County**  
**Clerk and Recorder**  
**(406) 256-2787**

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**From:** Mark English  
**Sent:** Thursday, December 06, 2018 11:52 AM  
**To:** Jeff Martin  
**Subject:** Re: RSID for Van Arsdale Subdivision

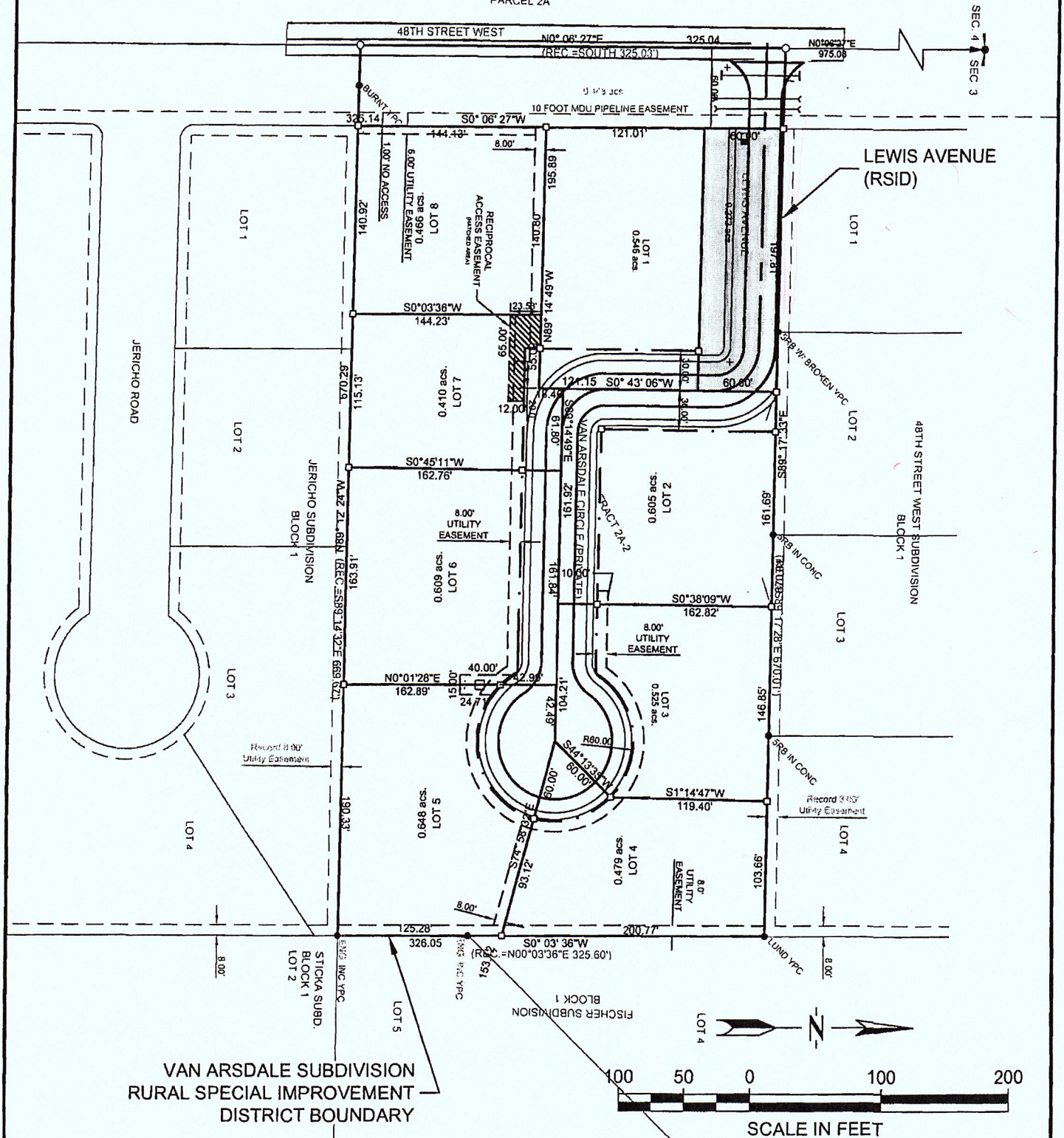
On December 6, 2018, Mark English, a Deputy Yellowstone County Attorney, met with the Yellowstone County Public Works Department and the Yellowstone County Clerk and Recorder and discussed the petition to create a rural special improvement district to maintain the roads in Van Arsdale Subdivision. There was a concern about the parcels to the north being benefited parcels. The parcels to the north do not intend on using the road. If the parcels do decide to use the road, they will have to receive an approach permit from the County and would then have to join the district. It is too bad something could not have been worked out with the property owners to avoid what will be two parallel roads. The developer will own all the property in the district. There is no need for a hearing on the creation of the district. All the property owners in the district have agreed to the district.



# EXHIBIT A PLAT OF VAN ARSDALE SUBDIVISION

BEING TRACT 2A-2 OF CERTIFICATE OF SURVEY 1701, TRACT 2A AMENDED IN GOVERNMENT LOT 4, SECTION 3, T.1S., R.25E., P.M.M.  
YELLOWSTONE COUNTY, MONTANA

C.O.S 2990  
PARCEL 2A



**Morrison  
Maierle**  
engineers - surveyors - planners - scientists

1 Engineering Place  
Helena, MT 59602  
406.442.3050  
www.m-m.net

DRAWN BY: KDK  
DSGN. BY: KES  
APPR. BY: TAG  
DATE: 10/2018

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V:\5894\1001\ACAD\Exhibits\EXHIBIT A-RSID.dwg Plotted by keni kuehn on Oct/28/2018

VAN ARSDALE SUBDIVISION  
BILLINGS MONTANA  
RURAL SPECIAL IMPROVEMENT DISTRICT BOUNDARY  
LOTS 1-8 (LEWIS AVENUE ONLY)

PROJECT NO.  
5894.001  
FIGURE NUMBER  
A



D12438

D12431

48TH ST W

LEWIS AVE

A25518

4721

A25519

4729

A25520

4718

A25521

4739

D00344



## EXHIBIT B

### LEGAL DESCRIPTIONS

#### PROPERTY LEGAL DESCRIPTIONS

Lots 1-8 of Van Arsdale Subdivision

RSID is for Lewis Avenue only.



## EXHIBIT C

### ESTIMATED ANNUAL MAINTENANCE COST

#### FALL MAINTENANCE:

ACTIVITY	ESTIMATED COST
	\$
	\$

#### WINTER MAINTENANCE:

ACTIVITY	ESTIMATED COST
	\$
	\$

#### SPRING MAINTENANCE:

ACTIVITY	ESTIMATED COST
	\$
	\$

#### SUMMER MAINTENANCE:

— LEWIS AVENUE ONLY —

ACTIVITY	ESTIMATED COST
Chip Seal Pavement	\$ 240.00
Sidewalk Maintenance/Replacement	\$ 148.00

TOTAL ESTIMATED ANNUAL MAINTENANCE COST:

\$ 388.00



## EXHIBIT D

### METHOD OF ASSESSMENT

CHOOSE A METHOD OF ASSESSMENT:

☐

Square Footage



Equal Amount

☐

Front Footage

☐

Other (Describe)

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## EXHIBIT E

### PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT RECOMMENDATIONS FOR AD HOC COMMITTEE

NAME

TELEPHONE NUMBER

1. Duane Van Arsdale (Chairman)  
Printed Name

406.698.5907

Signature

406 698 5907

2.

Printed Name

Signature

3.

Printed Name

Signature

4.

Printed Name

Signature

5.

Printed Name

Signature



## 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.

[illegible]

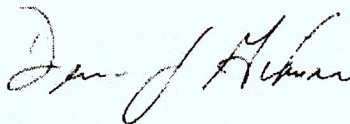


# EXHIBIT G

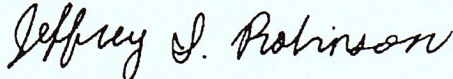
 <b>First American Title™</b>	<b>Guarantee Face Page</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Guarantee</b>	GUARANTEE NUMBER <b>5010500-0011869e</b>



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**First American Title Insurance Company**

Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

American Title & Escrow Co  
1001 S. 24th Street West, Suite 200  
Billings, MT 59102  
Phone (406) 248-7877  
Fax (406) 248-7875

A Policy-Issuing Agent of First American Title Insurance Company

COUNTERSIGNED.  
AMERICAN TITLE & ESCROW

BY: Heidi M. Gabel

This Jacket was created electronically and constitutes an original document



## SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
  - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
  - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
  - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
  - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
  - (c) The identity of any party shown or referred to in Schedule A.
  - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **DEFINITION OF TERMS.**

The following terms when used in the Guarantee mean:

  - (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date.
2. **NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.**

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
3. **NO DUTY TO DEFEND OR PROSECUTE.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. **COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion 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, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this



## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly 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, an Assured shall secure to the Company the right to so prosecute or provide for the 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.

### 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 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 ninety (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.

### 6. 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 said 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 4, 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 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 4.

### 7. 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



## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

herein described, and subject to the Exclusions From Coverage of This Guarantee.

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 or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

### 8. LIMITATION OF LIABILITY.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

### 9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

### 10. PAYMENT OF LOSS.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

### 11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall

transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

### 12. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

### 13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.



**PRELIMINARY GUARANTEE**

SUBDIVISION OR PROPOSED SUBDIVISION: No Proposed Plat Provided

Order No.: 3-130933-HG-FAT

Fee: \$150.00

Policy No.: 5010500-0011869e

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, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY, GUARANTEES:

**Yellowstone County, Montana**

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH **Yellowstone** COUNTY SUBDIVISION REGULATIONS,

In a sum not exceeding \$5,000.00.

THAT according to those public records which, under the recording laws of the State of Montana, impart constructive notice of matters affecting the title to the lands described on the attached legal description

**That part of Government Lot 4 of Section 3, Township 1 South, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 2A-2, of Certificate of Survey No. 1701, Tract 2A on file in the office of the Clerk and Recorder of said County, under Document #1069626.**

(1) Parties having record title interest in said lands whose signatures are necessary under the requirements of **Yellowstone** County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

**Van Arsdale Development, LLC**

(2) Parties holding liens or encumbrances on the title to said lands are:

A. General Taxes for the year 2018, which are a lien but not yet payable. Tax Code: D00344.

NOTE: The Tax Statement in the Yellowstone County, Montana, Treasurer's office is marked "Paid" covering the General Taxes for the year 2017, in the sum of \$3,095.41. Tax Code: D00344.

(3) Easements, claims of easements and restriction agreements of record are:

A. 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 Yellowstone 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 Yellowstone County.



- B. 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. 1701, Tract 2A Amended, filed November 7, 1977, as Document #1069626, 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©.
- C. Terms, Conditions and Restrictions in Abstract and Notice of Contract for Deed to Allen J. Fischer and Ruth A. Fischer, recorded November 7, 1977, under Document #1069627; but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
- D. Terms, Conditions and Restrictions in Abstract and Notice of Contract for Deed to Robert G. Brace and Deborah A. Brace, recorded November 7, 1977, under Document #1069628; but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
- E. Easement for roadway and ditches and matters incidental thereto, reserved by Henry Maier and Lydia Maier in Abstract and Notice of Contract for Deed, recorded November 7, 1977, in Book/Roll 1177, Page 131, under Document #1069627.
- F. Easement for roadway and ditches and matters incidental thereto, reserved by Allen C. Fischer and Ruth A. Fischer in Abstract and Notice of Contract for Deed, recorded November 7, 1977, in Book/Roll 1177, Page 134, under Document #1069628.
- G. Right-of-way granted to Montana-Dakota Utilities, recorded December 3, 1984, in Book/Roll 1269, Page 3633, under Document #1332104.
- H. Right-of-way granted to Montana-Dakota Utilities, recorded December 3, 1984, in Book/Roll 1269, Page 3639, under Document #1332107.
- I. Right-of-way granted to Montana-Dakota Utilities, recorded December 3, 1984, in Book/Roll 1269, Page 3641, under Document #1332108.
- J. License Agreement upon the terms, conditions and provisions contained therein:  
Parties: Deborah Ann Brace, Alan B. Christensen, and Cheryl P. Christensen  
Recorded: May 9, 2011, under Document #3586694

End of Subdivision Guarantee.

Dated: **July 23, 2018 @ 7:30AM**

First American Title Insurance Company

By: Heidi M. Gabel

Authorized Signatory



# Certificate of Survey No. 1701

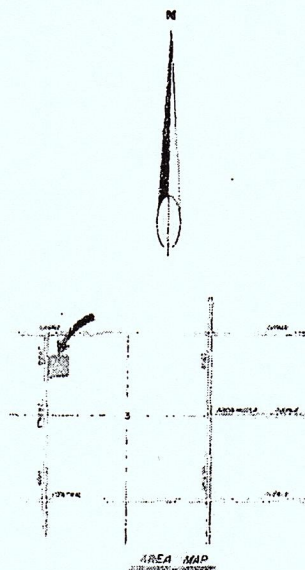
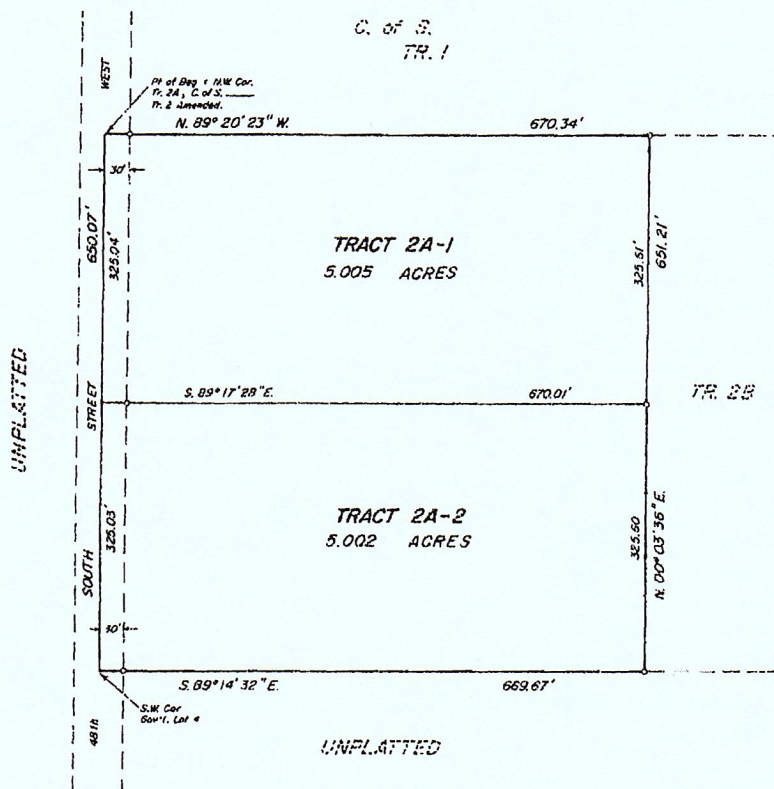
## Tract 2A Amended

in Gov't. Lot 4, Sec. 3, T.1S, R.25E, P.M.M.  
Yellowstone County, Montana

for: Dr. Robert G. Brace  
by: Harlan M. Lund, 1827 S

SCALE: 1"=100'

September, 1977



### OCCASIONAL SALE STATEMENT

This survey is made under the provisions of Chapter 28, Section 11-406 (6)(i), relating to a single division of a parcel of land when the transaction is an occasional sale. Tract 2A-1 is to be sold and Tract 2A-2 is to be retained under present ownership.

### OWNERS/BANITARY RESTRICTIONS:

Filed on 22 day of Nov

at 11:00 A.M.

Document No. 1969825

Dr. Robert G. Brace  
Dr. Robert G. Brace

Deborah S. Brace  
Deborah S. Brace

STATE OF MONTANA ) ss.  
County of Yellowstone )

I HEREBY CERTIFY that the annexed plat was filed for record in my office on the 22 day of Nov, 1977, at 11:00 o'clock.

Harlan M. Lund  
County Clerk & Recorder

### CERTIFICATE OF SURVEY

STATE OF MONTANA ) ss.  
County of Yellowstone )

THIS IS TO CERTIFY that a survey has been conducted under my supervision of a tract of land located in Government Lot 4, Section 3, Township 1 South, Range 25 East, P.M.M., known as Certificate of Survey No. 1701, Tract 2A Amended, and being more particularly described as follows: Beginning at the northwest corner of said Tract 2A, thence due South a distance of 650.07 feet; thence South 89° 14' 32" East a distance of 669.67 feet; thence North 09° 09' 35" East a distance of 651.21 feet; thence North 79° 20' 23" West a distance of 670.34 feet to point of beginning, containing 10.007 acres.

I FURTHER CERTIFY that the location, dimensions and boundaries of said tract are as shown on the annexed plat and are in accordance with the lines and dimensions as determined by actual survey, and that the plat and survey were made in September, 1977, at the request of Dr. Robert G. Brace.

Harlan M. Lund  
Harlan M. Lund, Montana Registered Land Surveyor #18796

Subscribed and sworn to before me, DESTER L. MULLIKEN, a Notary Public for the State of Montana, this 22 day of Oct, 1977.

Dester L. Mulliken  
Notary Public for the State of Montana  
Building at Billings, Montana  
My commission expires 2-15-79