

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 22-55

**Resolution to Create Yellowstone County Rural Special Improvement District No. 876M
To Maintain Dry Hydrant in Russell Ridge Subdivision**

WHEREAS, pursuant to Sections 7-12-2101 through 7-12-2113 of the Montana Code Annotated, a board of county commissioners has the authority to create a rural special improvement district to construct and maintain a public improvement. When all the owners of the land in the proposed district do not consent to the creation of the district, a board should pass a resolution of intent, set a public hearing, provide notice of the public hearing, receive protests, hold a public hearing, consider protests and pass a resolution that either creates or does not create the district. When all the owners of the land in the proposed district consent to the creation of a district, the board does not have to hold a public hearing or pass a resolution of intent. The board can create the district with a resolution without a hearing.

WHEREAS, the Yellowstone County Board of County Commissioners received a petition from Mark L. Russell and Jill M. Russell Revocable Living Trust to create a rural special improvement district to maintain the dry hydrant installed in Russell Ridge Subdivision. See Exhibits A-G attached. As a condition of subdivision approval, the Board required it to install a dry hydrant and create a district to maintain the dry hydrant. The Russell Revocable Trust owns all properties within the proposed district and has consented to the creation of the district. Because they have consented to the creation of the district, the Board does not have to hold a hearing to create the district. The Board only has to pass a resolution to create the District.

District Summary

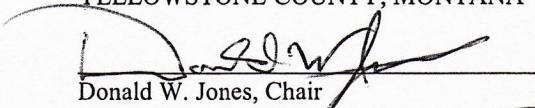
| | |
|-----------------------------|--|
| District Name: | Yellowstone County Rural Special Improvement District No. 876M |
| District Location: | Russell Ridge Subdivision. See Exhibit A |
| District Parcels: | 5 parcels – Russell Ridge Subdivision Lots 1-4, and Tract 11-B-2 of Amended Tract 11-B of Cert. of Survey 1390 (See Exhibit B) |
| District Activities: | Maintain Dry Hydrant in Subdivision |
| District Costs: | \$125 Estimated Cost per year, Subject to Change. See Exhibit C |
| District Assessment Method: | Per Parcel. See Exhibit D |
| District Assessment: | \$25 Annual Assessment Per Parcel Subject to Change |
| District Duration: | Indefinite |
| District Engineer: | Michael Black, Yellowstone County Public Works Department |

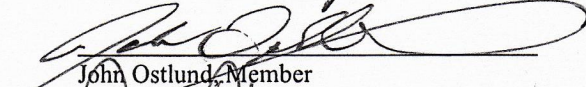
NOW THEREFORE, BE IT RESOLVED,


The Yellowstone County Board of County Commissioners creates Yellowstone County Rural Special Improvement District No. 876M to maintain the dry hydrant in Russell Ridge Subdivision. The specifics of the District are contained in the petition. The Board’s assessment for the District will appear on the property owners 2023 tax statement.

Passed and Adopted on the 9th day of August 2022.

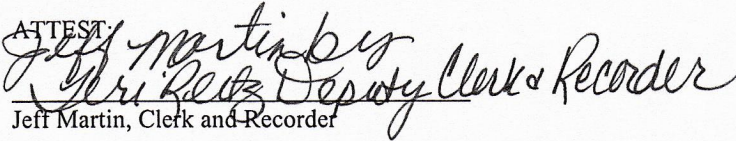
BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA


Donald W. Jones, Chair


John Ostlund, Member


Denis Pitman, Member

ATTEST:


Jeff Martin, Clerk and Recorder

Dry Hydrant

On August 1, 2022, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition from the Russell Trust for Yellowstone County to create a rural special improvement district to maintain a dry hydrant the Trust will install with the construction of Russell Ridge Minor Subdivision. The petition indicates what land will be included in the district, all the lots in Russell Ridge Minor Subdivision, what public improvement the district will maintain, the dry hydrant in Russell Ridge Minor Subdivision, what maintenance the district will perform, maintenance of the dry hydrant, the cost of the maintenance, \$125.00 per year, how the cost will be paid by the parcels in the district, per parcel, and all the entities with an interest in the parcels in the district have consented to the creation of the district, the Trust. Because all the landowners have consented to the creation of the district, the County does not have to hold a public hearing on the creation of the district. The creation of the district was a condition of subdivision approval.

WHEREAS, the Yellowstone County Board of Commissioners has jurisdiction over the creation of special improvement districts and the creation of a dry hydrant district is within the scope of the Board's authority; and

WHEREAS, the Yellowstone County Board of Commissioners has jurisdiction over the creation of special improvement districts and the creation of a dry hydrant district is within the scope of the Board's authority; and


WHEREAS, the Yellowstone County Board of Commissioners has jurisdiction over the creation of special improvement districts and the creation of a dry hydrant district is within the scope of the Board's authority; and

NOW THEREFORE BE IT RESOLVED,

The Yellowstone County Board of Commissioners hereby approves the creation of a dry hydrant district to maintain the dry hydrant in Russell Ridge Minor Subdivision. The Board's approval for the Board will appear on the proposed subdivision plat.

Done at the County Seat of Yellowstone County, Montana, this 1st day of August 2022.

**BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA**



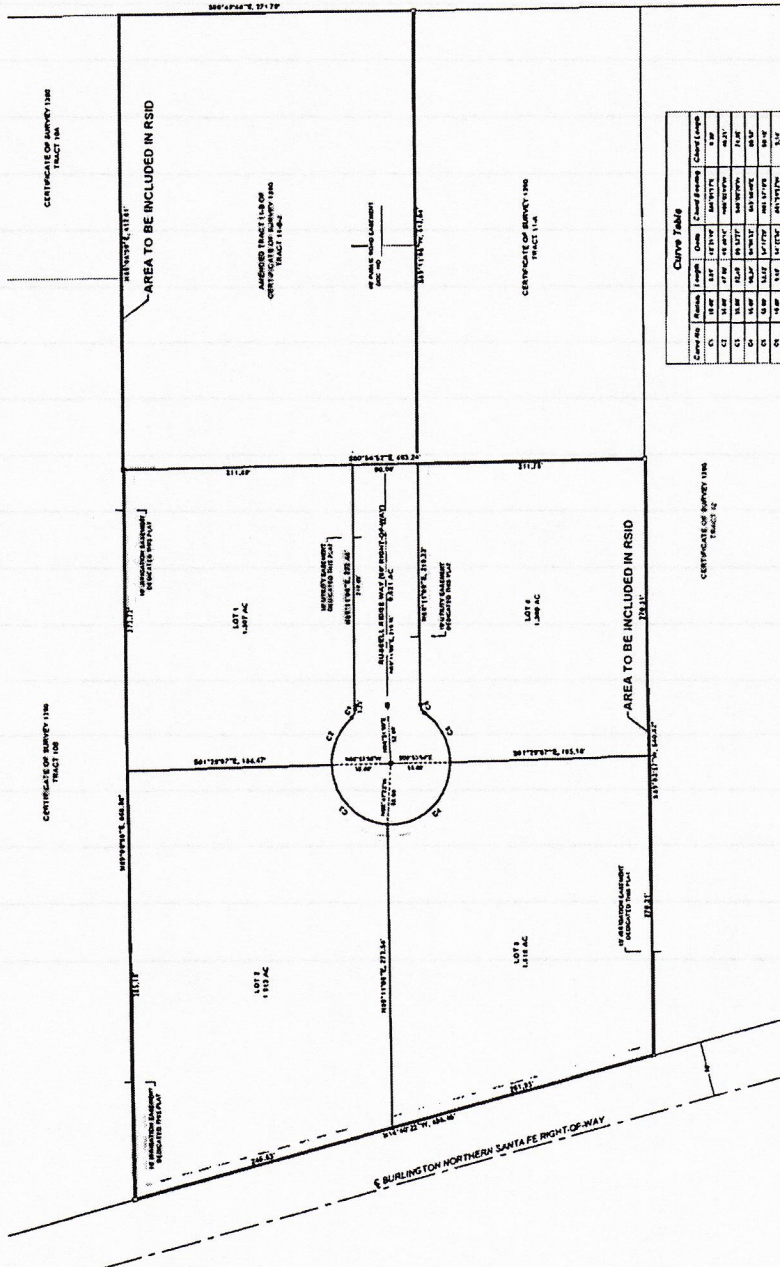
Chair



Deputy County Attorney

EXHIBIT A

RUSSELL RIDGE MINOR SUBDIVISION BEING TRACT 11-B-1 OF AMENDED TRACT 11-B OF CERTIFICATE OF SURVEY 1390 LOCATED IN THE SW 1/4 OF SECTION 6, T.01S., R.25E., P.M.M. YELLOWSTONE COUNTY, MONTANA



Curve Table

| Curve No. | Radius (Feet) | Chord (Feet) | Central Angle (Degrees) | Chord Length (Feet) |
|-----------|---------------|--------------|-------------------------|---------------------|
| C1 | 10.00 | 19.70 | 32.91 | 19.70 |
| C2 | 15.00 | 29.53 | 24.44 | 29.53 |
| C3 | 20.00 | 39.17 | 18.43 | 39.17 |
| C4 | 25.00 | 48.61 | 14.04 | 48.61 |
| C5 | 30.00 | 57.86 | 11.15 | 57.86 |
| C6 | 35.00 | 66.93 | 9.46 | 66.93 |
| C7 | 40.00 | 75.83 | 8.29 | 75.83 |
| C8 | 45.00 | 84.57 | 7.50 | 84.57 |
| C9 | 50.00 | 93.15 | 6.94 | 93.15 |
| C10 | 55.00 | 101.58 | 6.53 | 101.58 |

CERTIFICATE OF APPROVAL
I, _____, County Clerk of Yellowstone County, Montana, do hereby certify that the above described plat is a true and correct copy of the original as filed in my office on this _____ day of _____, 2011.

CERTIFICATE OF SURVEYOR
I, _____, a duly licensed Professional Surveyor in the State of Montana, do hereby certify that the above described plat is a true and correct copy of the original as filed in my office on this _____ day of _____, 2011.

CERTIFICATE OF COUNTY ATTORNEY
I, _____, County Attorney for Yellowstone County, Montana, do hereby certify that the above described plat is a true and correct copy of the original as filed in my office on this _____ day of _____, 2011.

CERTIFICATE OF COUNTY TREASURER
I, _____, County Treasurer for Yellowstone County, Montana, do hereby certify that the above described plat is a true and correct copy of the original as filed in my office on this _____ day of _____, 2011.

NOTICE OF APPROVAL
I, _____, County Clerk of Yellowstone County, Montana, do hereby certify that the above described plat is a true and correct copy of the original as filed in my office on this _____ day of _____, 2011.

SECTION 6
T.01S. R.25E. P.M.M.

RUSSELL RIDGE MINOR SUBDIVISION

WVC ENGINEERING
1000 N. 10TH ST. SPOKANE, ID 83402
PHONE: 208.325.1111
WWW.WVCENGINEERING.COM

LANDOWNER'S CERTIFICATION
I, _____, owner of the above described land, do hereby certify that the above described plat is a true and correct copy of the original as filed in my office on this _____ day of _____, 2011.

ACKNOWLEDGEMENT
I, _____, County Clerk of Yellowstone County, Montana, do hereby certify that the above described plat is a true and correct copy of the original as filed in my office on this _____ day of _____, 2011.

CERTIFICATE OF APPROVAL
I, _____, County Clerk of Yellowstone County, Montana, do hereby certify that the above described plat is a true and correct copy of the original as filed in my office on this _____ day of _____, 2011.

CERTIFICATE OF SURVEYOR
I, _____, a duly licensed Professional Surveyor in the State of Montana, do hereby certify that the above described plat is a true and correct copy of the original as filed in my office on this _____ day of _____, 2011.

NOTICE OF APPROVAL
I, _____, County Clerk of Yellowstone County, Montana, do hereby certify that the above described plat is a true and correct copy of the original as filed in my office on this _____ day of _____, 2011.

SECTION 6
T.01S. R.25E. P.M.M.

RUSSELL RIDGE MINOR SUBDIVISION

WVC ENGINEERING
1000 N. 10TH ST. SPOKANE, ID 83402
PHONE: 208.325.1111
WWW.WVCENGINEERING.COM

EXHIBIT C

ESTIMATED ANNUAL MAINTENANCE COST

FALL MAINTENANCE:

| ACTIVITY | ESTIMATED COST |
|----------|----------------|
| | \$ |
| | \$ |

WINTER MAINTENANCE:

| ACTIVITY | ESTIMATED COST |
|----------|----------------|
| | \$ |
| | \$ |

SPRING MAINTENANCE:

| ACTIVITY | ESTIMATED COST |
|--|----------------|
| Dry Hydrant Inspection and Maintenance | \$ 125 |
| | \$ |

SUMMER MAINTENANCE:

| ACTIVITY | ESTIMATED COST |
|----------|----------------|
| | \$ |
| | \$ |

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: \$125

EXHIBIT D

METHOD OF ASSESSMENT

CHOOSE A METHOD OF ASSESSMENT:

Square Footage

Equal Amount

Front Footage

Other (Describe)

| ESTIMATED COST | ACTIVITY |
|----------------|--|
| \$ | Day Hygiene Inspection and Maintenance |
| \$ | |

| ESTIMATED COST | ACTIVITY |
|----------------|----------|
| \$ | |
| \$ | |

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: \$

EXHIBIT E

PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT RECOMMENDATIONS FOR AD HOC COMMITTEE

| NAME | TELEPHONE NUMBER |
|--|---------------------|
| 1. <u>Mark L. Russell</u> (Chairman) Printed Name <u><i>Mark L. Russell</i></u> Signature | <u>817.368.5770</u> |
| 2. <u>Jill M. Russell</u> Printed Name <u><i>Jill M. Russell</i></u> 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.

| PROPERTY LEGAL DESCRIPTION | OWNER (PRINTED NAME) | OWNER SIGNATURE | IN FAVOR | OPPOSED |
|--|----------------------|------------------------|-------------|---------|
| Lots 1,2,3, and 4 of Russell Ridge Minor Subdivision | MARK L. RUSSELL | <i>Mark L. Russell</i> | ✓ | |
| Tract 11-B-2, Amended Tract 11-B of Certificate of Survey 1390 | MARK L. RUSSELL | <i>Mark L. Russell</i> | ✓ | |
| | | | | |
| Lots 1,2,3, and 4 of Russell Ridge Minor Subdivision | JILL M. RUSSELL | <i>Jill M. Russell</i> | - | |
| Tract 11-B-2, Amended Tract 11-B of Certificate of Survey 1390 | JILL M. RUSSELL | <i>Jill M. Russell</i> | ✓ | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

EXHIBIT G



First American Title Company
1001 South 24th Street West Ste 200
Billings, MT 59102
Phone: (406)248-7877 / Fax: (406)248-7875

PR: AFFGRP

Ofc: 84 (14079)

Final Invoice

To: Jill M. Russell and Mark L. Russell as Trustees of the Mark L. Russell and Jill M. Russell Revocable Living Trust dated November 11, 2005, and amended and restated.
340 69th St W
Billings, MT 59106

Invoice No.: 14079 - 841004193
Date: 04/05/2022

Our File No.: 1036566
Title Officer: Title Team

Escrow Officer:

Customer ID:

Liability Amounts

Attention:

Your Ref.:

RE: Property:
340 69th St W, Billings, MT 59106

Buyers: Mark L. Russell and Jill M. Russell Revocable Living Trust

Sellers:

| Description of Charge | Invoice Amount |
|---------------------------------|----------------|
| Guarantee-Subdivision Guarantee | \$200.00 |

INVOICE TOTAL \$200.00

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:

Attention: Accounts Receivable Department

*NOTE NEW REMITTANCE ADDRESS, LB# 1083, First American Title Company, PO Box 35146
Seattle, WA 98124-5146*



Guarantee

SG 08008093

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 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 through the Office of:

First American Title Company

Authorized Signature

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

By: President

Attest: Secretary

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. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) 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.
- (b) (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 by (1), (2) or (3) are shown by the public records.
- (c) Assurances to 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, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) 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 assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any 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 such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. 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.

5. 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 4 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 5(a) the Company shall have the rights 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, 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, 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 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 the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the 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.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. 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 30 days thereafter.

12. 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 insured claimant 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.

13. 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.

14. 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.

15. 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: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.



Subdivision Guarantee
SCHEDULE A

Order No.: **1036566**
Fee: **\$200.00**

Liability: **\$1,000.00**
Guarantee No.: **SG 08008093**
Reference No.:

1. Name of Assured: Yellowstone County
2. Date of Guarantee: March 17, 2022 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 SW $\frac{1}{4}$ of Section 6, Township 1 South, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 11-B-2, of Amended Tract 11-B of Certificate of Survey No. 1390 on file in the office of the Clerk and Recorder of said County, under Document #3925493.

- A. Name of Proposed Subdivision Plat or Condominium Map:
Unknown
- B. The Public records purport that only the hereafter names parties appear to have an interest affecting the land necessitating their execution of the names proposed plat or map:
Jill M. Russell and Mark L. Russell as Trustees of the Mark L. Russell and Jill M. Russell Revocable Living Trust dated November 11, 2005, and amended and restated.
- C. According to the public records, the following documents purport to affect the described land:
 1. 2022 taxes and special assessments are an accruing lien, amounts not yet determined 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.

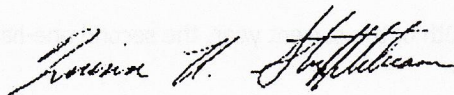
General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

| Year | First Half / Status | Second Half / Status | Parcel Number | Covers |
|------|---------------------|----------------------|---------------|--------------|
| 2021 | \$932.55 Paid | \$932.33 Payable | D00423A | Subject Land |

2. Easement for railway granted to Billings and Northern Railroad Company, recorded February 18, 1907 in Book Y, Page 328, under Document #6013.

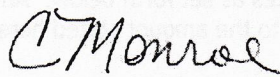
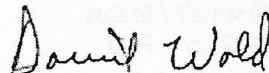
3. Notice of an easement for a ditch and matters incidental thereto, contained in Quit-Claim Deed; recorded October 26, 1918, in Book 67, Page 133, under Document #113159.
4. Covenants, Conditions and Restrictions recorded August 12, 1977 in Book 1163, Page 437, under Document #1060419, but omitting 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).
5. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded October 25, 1982, under Document #1244110, 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).
6. Provisions contained in that Certificate, executed by the State of Montana, Department of Health and Environmental Services, recorded October 25, 1982, under Document #1244110.
7. Covenants, Conditions and Restrictions recorded August 27, 2004 under Document #3302553, 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).
8. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded June 26, 2020, under Document #3925493, 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).
9. Declaration of Easement Private Access and Utilities Easement, recorded June 26, 2020 under Document #3925495.
10. A Deed of Trust, to secure an original indebtedness of \$206,500.00, dated February 18, 2022 and any other amounts and/or obligations secured thereby
 Recorded: February 18, 2022, under Document #4008546
 Grantor: Jill M. Russell and Mark L. Russell as Trustees of the Mark L. Russell and Jill M. Russell Revocable Trust dated November 11, 2005, and amended and restated
 Trustee: Alliance Title & Escrow Corporation
 Beneficiary: JPMorgan Chase Bank, N.A.

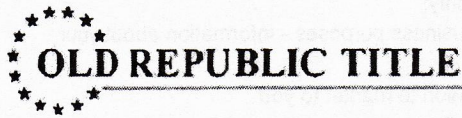
No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.



Authorized Officer or Agent

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

By:  President
 Attest:  Secretary



| FACTS | WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION? |
|-------|---|
| Why? | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. |
| What? | The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are no longer our customer, we continue to share your information as described in this notice. |
| How? | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information | Does Old Republic Title Share? | Can you limit this sharing? |
|---|--------------------------------|-----------------------------|
| For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| For our marketing purposes – to offer our products and services to you | No | We don't share |
| For joint marketing with other financial companies | No | We don't share |
| For our affiliates' everyday business purposes – information about your transactions and experiences | Yes | No |
| For our affiliates' everyday business purposes – information about your creditworthiness | No | We don't share |
| For our affiliates to market to you | No | We don't share |
| For non-affiliates to market to you | No | We don't share |

| | |
|-----------|---|
| Questions | Go to www.oldrepublictitle.com (Contact Us) |
|-----------|---|

| Who we are | |
|--|---|
| Who is providing this notice? | Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates. |
| What we do | |
| How does Old Republic Title protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy . |
| How does Old Republic Title collect my personal information? | We collect your personal information, for example, when you: <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. |

| | |
|--|---|
| <p>Why can't I limit all sharing?</p> | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p> |
|--|---|

| | |
|-------------------------------|--|
| <p>Definitions</p> | |
| <p>Affiliates</p> | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i> |
| <p>Non-affiliates</p> | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i> |
| <p>Joint marketing</p> | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i> |

Affiliates Who May Be Delivering This Notice

| | | | | |
|---|---|--|--|--|
| <p>American First Abstract, LLC</p> | <p>American First Title & Trust Company</p> | <p>American Guaranty Title Insurance Company</p> | <p>Attorneys' Title Fund Services, LLC</p> | <p>Compass Abstract, Inc.</p> |
| <p>eRecording Partners Network, LLC</p> | <p>Genesis Abstract, LLC</p> | <p>Kansas City Management Group, LLC</p> | <p>L.T. Service Corp.</p> | <p>Lenders Inspection Company</p> |
| <p>Lex Terrae National Title Services, Inc.</p> | <p>Lex Terrae, Ltd.</p> | <p>Mara Escrow Company</p> | <p>Mississippi Valley Title Services Company</p> | <p>National Title Agent's Services Company</p> |
| <p>Old Republic Branch Information Services, Inc.</p> | <p>Old Republic Diversified Services, Inc.</p> | <p>Old Republic Exchange Company</p> | <p>Old Republic National Title Insurance Company</p> | <p>Old Republic Title and Escrow of Hawaii, Ltd.</p> |
| <p>Old Republic Title Co.</p> | <p>Old Republic Title Company of Conroe</p> | <p>Old Republic Title Company of Indiana</p> | <p>Old Republic Title Company of Nevada</p> | <p>Old Republic Title Company of Oklahoma</p> |
| <p>Old Republic Title Company of Oregon</p> | <p>Old Republic Title Company of St. Louis</p> | <p>Old Republic Title Company of Tennessee</p> | <p>Old Republic Title Information Concepts</p> | <p>Old Republic Title Insurance Agency, Inc.</p> |
| <p>Old Republic Title, Ltd.</p> | <p>Republic Abstract & Settlement, LLC</p> | <p>Sentry Abstract Company</p> | <p>The Title Company of North Carolina</p> | <p>Title Services, LLC</p> |
| <p>Trident Land Transfer Company, LLC</p> | | | | |

4008545 WD

02/18/2022 03:34 PM Page 1 of 2 Fees: \$16.00

eRecorded For Yellowstone County, MT

Jeff Martin, Clerk & Recorder

AND WHEN RECORDED MAIL TO:

Jill M. and Mark L. Russell

2080 Saddleback Drive

Laurel, MT 59044



Filed for Record at Request of:

Space Above This Line for Recorder's Use Only

First American Title Company

Order No.: 1025821

Parcel No.: D00423A

WARRANTY DEED

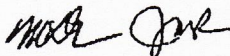
FOR VALUE RECEIVED,

Thomas E. Marker and Barbara A. Marker, husband and wife as joint tenants

hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto

Jill M. Russell and Mark L. Russell as Trustees of the Mark L. Russell and Jill M. Russell Revocable Living Trust dated November 11, 2005, and amended and restated.

whose address is: **2080 Saddleback Drive, Laurel, MT 59044**



Hereinafter called the Grantee, the following described premises situated in **Yellowstone County, Montana**, to-wit:

That part of SW $\frac{1}{4}$ of Section 6, Township 1 South, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 11-B-2, of Amended Tract 11-B of Certificate of Survey No. 1390 on file in the office of the Clerk and Recorder of said County, under Document #3925493.

SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: February 18, 2022

Thomas E. Marker
Thomas E. Marker

Barbara A. Marker
Barbara A. Marker

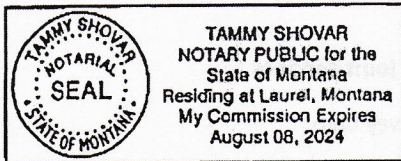
STATE OF Montana)
ss.

COUNTY OF Yellowstone)

This instrument was acknowledged before me on February 18, 2022, by Thomas E. Marker and Barbara A. Marker.

Tammy Shovar

Tammy Shovar
Notary Public for the State of Montana
Residing at: Laurel, MT
My Commission Expires: August 8, 2024





Guarantee

SG 08008030

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 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 through the Office of:

First American Title Company

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371 1111

By:

President

Attest:

Secretary

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. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) 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.
- (b) (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 by (1), (2) or (3) are shown by the public records.
- (c) Assurances to 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, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) 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 assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any 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 such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. 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.

5. 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 4 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 5(a) the Company shall have the rights 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, 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, 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 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 the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the 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.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. 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 30 days thereafter.

12. 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 insured claimant 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.

13. 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.

14. 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.

15. 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: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.



Subdivision Guarantee
SCHEDULE A

Order No.: **1014689**
Fee: **\$200.00**

Liability: **\$5,000.00**
Guarantee No.: **SG 08008030**
Reference No.:

1. Name of Assured: Mark L. Russell and Jill M. Russell as Trustees of the Mark L. Russell and Jill M. Russell Revocable Living Trust and WWC Engineering
2. Date of Guarantee: June 07, 2022 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 SW $\frac{1}{4}$ of Section 6, Township 1 South, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 11-B-1, of Amended Tract 11-B of Certificate of Survey No. 1390 on file in the office of the Clerk and Recorder of said County, under Document #3925493.

- A. Name of Proposed Subdivision Plat or Condominium Map:
None Stated
- B. The Public records purport that only the hereafter names parties appear to have an interest affecting the land necessitating their execution of the names proposed plat or map:
Mark L. Russell and Jill M. Russell Revocable Living Trust
- C. According to the public records, the following documents purport to affect the described land:

1. Second one-half 2021 taxes and special assessments.

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 |
|------|---------------------|----------------------|---------------|--------------|
| 2021 | \$335.34 Paid | \$355.32 Paid | D00423B | Subject Land |

2. Easement for railway granted to Billings and Northern Railroad Company, recorded February 18, 1907 in Book Y, Page 328, under Document #6013.

3. Notice of an easement for a ditch and matters incidental thereto, contained in Quit-Claim Deed; recorded October 26, 1918, in Book 67, Page 133, under Document #113159.
4. Covenants, Conditions and Restrictions recorded August 12, 1977 in Book 1163, Page 437, under Document #1060419, 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).
5. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded October 25, 1982, under Document #1244110, 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).
6. Provisions contained in that Certificate, executed by the State of Montana, Department of Health and Environmental Services, recorded October 25, 1982, under Document #1244110.
7. Covenants, Conditions and Restrictions recorded August 27, 2004 under Document #3302553, 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).
8. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded June 26, 2020, under Document #3925493, 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).
9. Declaration of Easement Private Access and Utilities Easement, recorded June 26, 2020 under Document #3925495.
10. Deed of Trust, to secure an original indebtedness of \$206,500.00, dated February 18, 2022 and any other amounts and/or obligations secured thereby
Recorded: February 18, 2022, under Document #4008546
Grantor: Jill M. Russell and Mark L. Russell as Trustee's of the Mark L. Russell and Jill M. Russell Revocable Living Trust dated November 11, 2005
Trustee: Alliance Title & Escrow Corporation
Beneficiary: JPMorgan Chase Bank N.A

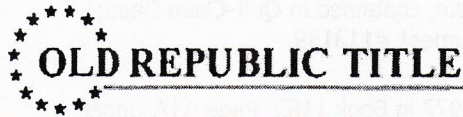
No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Authorized Officer or Agent

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

By: President

Attest: Secretary



| FACTS | WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION? |
|-------|---|
| Why? | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. |
| What? | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |
| How? | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information | Does Old Republic Title Share? | Can you limit this sharing? |
|---|--------------------------------|-----------------------------|
| For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| For our marketing purposes – to offer our products and services to you | No | We don't share |
| For joint marketing with other financial companies | No | We don't share |
| For our affiliates' everyday business purposes – information about your transactions and experiences | Yes | No |
| For our affiliates' everyday business purposes – information about your creditworthiness | No | We don't share |
| For our affiliates to market to you | No | We don't share |
| For non-affiliates to market to you | No | We don't share |

| | |
|------------------|---|
| Questions | Go to www.oldrepublictitle.com (Contact Us) |
|------------------|---|

| Who we are | |
|---|---|
| Who is providing this notice? | Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates. |
| What we do | |
| How does Old Republic Title protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy . |
| How does Old Republic Title collect my personal information? | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p> |

| | | | | |
|---|---|---|---|---|
| Why can't I limit all sharing? | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p> | | | |
| Definitions | | | | |
| Affiliates | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i> | | | |
| Non-affiliates | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i> | | | |
| Joint marketing | <p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i> | | | |
| Affiliates Who May Be Delivering This Notice | | | | |
| American First Abstract, LLC | American First Title & Trust Company | American Guaranty Title Insurance Company | Attorneys' Title Fund Services, LLC | Compass Abstract, Inc. |
| eRecording Partners Network, LLC | Genesis Abstract, LLC | Kansas City Management Group, LLC | L.T. Service Corp. | Lenders Inspection Company |
| Lex Terrae National Title Services, Inc. | Lex Terrae, Ltd. | Mara Escrow Company | Mississippi Valley Title Services Company | National Title Agent's Services Company |
| Old Republic Branch Information Services, Inc. | Old Republic Diversified Services, Inc. | Old Republic Exchange Company | Old Republic National Title Insurance Company | Old Republic Title and Escrow of Hawaii, Ltd. |
| Old Republic Title Co. | Old Republic Title Company of Conroe | Old Republic Title Company of Indiana | Old Republic Title Company of Nevada | Old Republic Title Company of Oklahoma |
| Old Republic Title Company of Oregon | Old Republic Title Company of St. Louis | Old Republic Title Company of Tennessee | Old Republic Title Information Concepts | Old Republic Title Insurance Agency, Inc. |
| Old Republic Title, Ltd. | Republic Abstract & Settlement, LLC | Sentry Abstract Company | The Title Company of North Carolina | Title Services, LLC |
| Trident Land Transfer Company, LLC | | | | |