

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 23-79

Resolution to Create Yellowstone County Rural Special Improvement District No. 897M To Maintain Dry Hydrant in Pryor Creek 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 Jones of Three Waters Family Investments, LLC to create a rural special improvement district to maintain the dry hydrant installed in Pryor Creek 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. Three Waters Family Investments, LLC owns all properties within the proposed district and has consented to the creation of the district. Because it has 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. 897M
District Location:	Pryor Creek Subdivision. See Exhibit A
District Parcels:	4 parcels – Pryor Creek Subdivision. See Exhibit B
District Activities:	Maintain Dry Hydrant in Subdivision
District Costs:	\$100.00 Estimated Cost per year, Subject to Change. See Exhibit C
District Assessment Method:	Per Parcel. See Exhibit D
District Assessment:	\$25.00 Annual Assessment Per Parcel Subject to Change
District Duration:	Indefinite
District Engineer:	Michael Black PE., Yellowstone County Public Works Department

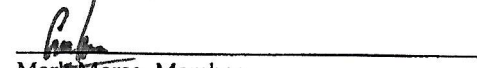
NOW THEREFORE, BE IT RESOLVED,

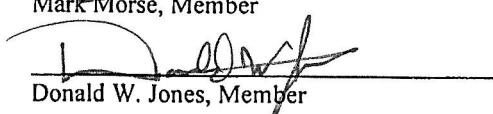
The Yellowstone County Board of County Commissioners creates Yellowstone County Rural Special Improvement District No. 897M to maintain the dry hydrant in Pryor Creek Subdivision. The specifics of the District are contained in the petition. The Board's assessment for the District will appear on the property owners 2023 tax statement.

Passed and Adopted on the 11th day of July 2023.

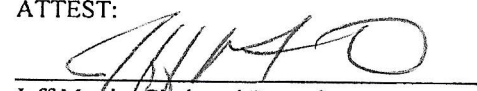
BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA


John Ostlund, Chair


Mark Morse, Member


Donald W. Jones, Member

ATTEST:


Jeff Martin, Clerk and Recorder

Resolution No. 23-79
Resolution to Create Yellowstone County Rural Special Improvement District No. 897M
To Maintain Dry Hydrant in Pryor Creek Subdivision

Petition to Create Special Improvement District for Pryor Creek Subdivision – Dry Hydrant

On June 23, 2023, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition to create a rural special improvement district to maintain a dry hydrant to be installed with the construction of Pryor Creek Subdivision. The petition appears legally sufficient.

The petition indicates what land will be included in the district (Pryor Creek Subdivision), what public infrastructure will be maintained (dry hydrant), what will be done to maintain the infrastructure (inspection), the cost to maintain the infrastructure (\$100), how the cost will be paid by the landowners in the district (per parcel 4 parcels \$25) and whether all the landowners consent to the creation of the district (all consent, only developer).

Because all the landowners consented to the creation, the County does not have to hold a hearing to create the district.

The map with the petition is inaccurate. It includes a parcel of land that is not part of the subdivision. The map should indicate the location of the dry hydrant.

Map has been updated for boundaries & dry hydrant location.

EXHIBIT C

ESTIMATED ANNUAL MAINTENANCE COST

FALL MAINTENANCE:

ACTIVITY	ESTIMATED COST
	\$
	\$

WINTER MAINTENANCE:

ACTIVITY	ESTIMATED COST
	\$
	\$

SPRING MAINTENANCE:

ACTIVITY	ESTIMATED COST
	\$
	\$

SUMMER MAINTENANCE:

ACTIVITY	ESTIMATED COST
	\$
	\$

Dry Hydrant

TOTAL ESTIMATED ANNUAL MAINTENANCE COST:

\$25/lot/year

4 lots Total \$100

EXHIBIT D

METHOD OF ASSESSMENT

CHOOSE A METHOD OF ASSESSMENT:

Square Footage

Equal Amount 4 Lots x \$25 per Lot per year = \$100 per year.

Front Footage

Other (Describe)

EXHIBIT E

PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT RECOMMENDATIONS FOR AD HOC COMMITTEE

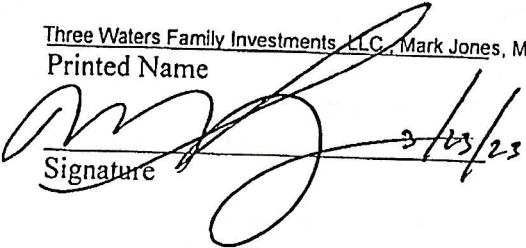
NAME	TELEPHONE NUMBER
1. <u>Three Waters Family Investments, LLC, Mark Jones, Manager</u> Printed Name  Signature	<u>400 348 2668</u> <u>406 850 2802</u>
2. _____ Printed Name _____ Signature	_____
3. _____ Printed Name _____ Signature	_____
4. _____ Printed Name _____ Signature	_____
5. _____ Printed Name _____ Signature	_____

EXHIBIT G
Guarantee



SG-08016762

File Number: B2330708T

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

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

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

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

Policy Issuer:
FMT OF BILLINGS, LLC FIRST MONTANA TITLE OF BILLING
2737 MONTANA AVENUE
BILLINGS, MT 59101-1924
PHONE: (406) 248-3000

Issued by:

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

Darla Mae Berumen

Authorized Signatory

By *C Monroe* President

Attest *David Wald* 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.

13. 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.

File No: B2330708T

Subdivision Guarantee

Issued by

Old Republic Title Insurance Company

Liability: \$1,000.00

Premium: \$200.00

Effective Date: February 1, 2023, at 05:00 PM

Guarantee No: SG08016762

1. Assured: **IMEG Corp.**

2. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**

3. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:
Three Waters Family Investment, LLC a Montana limited liability company

4. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

Countersigned
FMT of Billings LLC

By *Darla Mae Berumen*
Authorized Signatory

File No: B2330708T

EXHIBIT "A"

That part of the NW1/4, of Section 7 and the SW1/4 of Section 6, Township 1 North, Range28 East, of the Principal Montana Meridian, Yellowstone County, Montana, described as Tract 2, of Certificate of Survey No. 3826, on file in the office of the Clerk and Recorder of said County, under Document No. 4029671.

SCHEDULE B - PART 1

Defects, liens encumbrances or other matters affecting title:

1. **General and special taxes, and assessments for the year 2023, which are a lien, but not yet computed or payable. Tax Code No. D06692A.**

Including any future or pending SID assessments that may be assessed by the city or county tax authorities.

NOTE: General and special taxes and assessments for the year 2022 which are paid in full in the amount of \$327.72.

2. **Conditions, exceptions or reservations contained in Patent granted by the United States of America to James Robinson and recorded March 22, 1912, in Book 41 of Deeds, Page 381, under Document No. 33920.**
3. **Conditions, exceptions or reservations contained in Patent granted by the United States of America to Ellen Rutherford, formerly Ellen Robinson and recorded July 12, 1917, in Book 61 of Deeds, Page 545, under Document No. 95589.**
4. **All easements for utilities, services, ditches, roads or trails, or any limitation to access, across the subject property, depicted and referenced in plats or surveys of said property, or apparent from physical examination and inspection of the premises.**
5. **Easement for Road Right of Way dated December 1, 1967 executed by Vesta J. Link to Yellowstone County, Montana, recorded December 1, 1967 in Book 870 Deeds, under Document No. 810516.**

End of Schedule B

After recording, return to:
Mark and Michaela Jones
969 Pryor Creek Rd.
Huntley, MT 59037

WD

4034465

11/10/2022 03:21 PM Pages: 1 of 3 Fees: 24.00
Jeff Harlin Clerk & Recorder, Yellowstone MT

CORRECTION WARRANTY DEED

This is a correction deed given in substitution for and to correct the legal description in that certain Warranty Deed dated June 24, 2022 and recorded on June 30, 2022, on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 4021596, and this correction deed shall be effective as of and retroactive to June 24, 2022.

For value received, Mark S. Jones and Michaela R. Jones, of 969 Pryor Creek Rd., Huntley, MT 59037, (collectively, the "Grantors"), do hereby grant, bargain, sell, convey and confirm unto Three Waters Family Investment LLC, a Montana limited liability company, of 969 Pryor Creek Rd., Huntley, MT 59037 (the "Grantee"), the following described premises in Yellowstone County, Montana, to wit (the "Property"):

See Attached Exhibit A

TOGETHER WITH:

- a) All and singular the real property above described, together with all beneficial easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.
- b) All water rights, geothermal rights, and rights in ditches, canals and laterals, and rights of way thereto appurtenant to said premises or used in connection therewith, which water rights are subject to adjudication, re-adjudication, or determination in accordance with Montana law.
- c) All mineral, gas, oil and other hydrocarbon rights not reserved or conveyed by Grantor's predecessors in title.

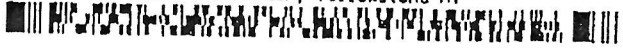
SUBJECT TO:

- a. All reservations, exceptions, covenants, conditions and restrictions of record and in patent from the United States or the State of Montana;
- b. All existing easements, rights of way, covenants, conditions, rights and restrictions apparent or of record;
- c. Taxes and assessments for the current year and subsequent years;
- d. All prior conveyances, leases or transfers of any interest in minerals, including oil, gas and other hydrocarbons;

WD

4034465

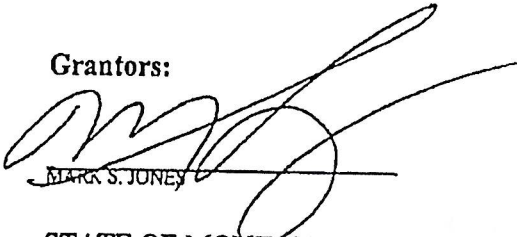
11/10/2022 03:21 PM Pages: 2 of 3 Fees: 24.00
Jeff Martin Clerk & Recorder, Yellowstone MT



TO HAVE AND TO HOLD the said premises, with its tenements, hereditaments, and appurtenances unto the said Grantee and its successors and assigns FOREVER.

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

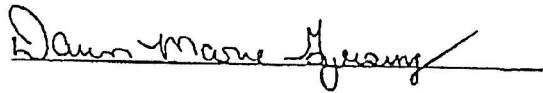
Grantors:

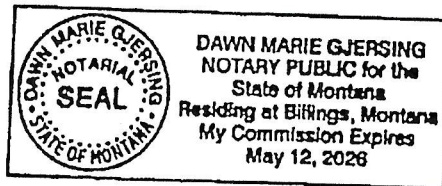

MARK S. JONES


MICHAELA R. JONES

STATE OF MONTANA
COUNTY OF YELLOWSTONE

This instrument was acknowledged before me on the 8 day of November, 2022 by Mark S. Jones and Michaela R. Jones.





WD

4034465

11/10/2022 03:21 PM Pages: 3 of 3 Fees: 24.00
Jeff Martin Clerk & Recorder, Yellowstone MT



EXHIBIT A TO WARRANTY DEED

That certain real property in Yellowstone County, Montana, legally described as follows:

Township 1 North, Range 28 East, of the Principal Montana Meridian, in Yellowstone County, Montana

Section 6:

Lot 7

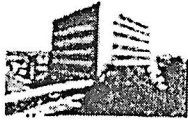
Excepting the following nine parcels of land:

- (1) Pryor Creek Estates First Filing
- (2) Pryor Creek Estates Second Filing
- (3) Pryor Creek Estates Third Filing
- (4) Pryor Creek Estates Fourth Filing
- (5) Pryor Creek Estates Fifth Filing
- (6) Pryor Creek Estates Sixth Filing
- (7) Pryor Hills Sub First Filing
- (8) Pryor Hills Sub Second Filing
- (9) Certificate of Survey No 2204

Section 7: Lots 1 and 2

Excepting the following two parcels of land:

- (1) Certificate of Survey No. 1929
- (2) Certificate of Survey No 2205



Yellowstone County, Montana

Disclaimer: Not all fields are currently maintained. The accuracy of the data is not guaranteed. Please notify the Appraisal/Assessment Office of any inaccuracies.

[Back to Search Form](#)

[Full Orion Detail](#)

Owner Information

**Please Note:* Owner information is supplied by the Montana Department of Revenue. To request updates to addresses or other ownership information, please contact the DOR office at 896-4000. Records for the current year will not be updated after tax bills have been sent out, so changes requested after you receive your bill will appear only on next year's records.

Tax Code: D06692A

Primary Party

Primary Owner Name: THREE WATERS FAMILY INVESTMENT LLC

[Ownership History](#)

2023 Mailing Address: THREE WATERS FAMILY INVESTMENT LLC
969 PRYOR CREEK RD
HUNTLEY, MT 59037-9304

Property Address: 1039 PRYOR CREEK RD

Township: 01 N Range: 28 E Section: 07

Certificate of Survey: 3826 Parcel: 2

Full Legal: S07, T01 N, R28 E, C.O.S. 3826, PARCEL 2, (23)

GeoCode: 03-1035-07-2-01-01-0000

[Show on Map](#) (May not work for some newer properties.)

Property Assessment Information

Levy District: 24 HUNTLEY/WORDEN/BALLANTINE (552.22 Mills)

2022 Assessed Value Summary

Assessed Land Value = \$ 3,923.00

Assessed Building(s) Value = \$ 0.00

Total Assessed Value = \$ 3,923.00

Assessed Value Detail Tax Year: 2022

Class Code	Amount
1701 - Non-Qualified Ag Land 20-160 Acres (15.12% Tax Rate)	\$ 3,923.00
Total	\$ 3,923.00

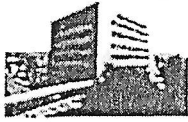
The values shown for the given tax year are for taxation purposes only. They are supplied by the Department of Revenue. For questions about these values, please contact the Montana Department of Revenue, Appraisal/Assessment Office at [406-896-4000](tel:406-896-4000).

Rural SID Payoff Information

NONE

Property Tax Billing History

Year	1st Half	2nd Half	Total
<u>2000</u>	17.47 P	17.47 P	34.94
<u>2001</u>	18.53 P	18.52 P	37.05
<u>2002</u>	20.44 P	20.44 P	40.88
<u>2003</u>	22.09 P	22.08 P	44.17
<u>2004</u>	22.00 P	21.99 P	43.99



Yellowstone County, Montana

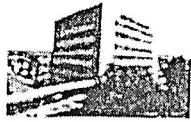
Detail Property Tax Information

Disclaimer: The tax information was updated on 2/9/2023. Please notify the Treasurer's Office of any inaccuracies. Online Tax Billing History is available from Tax Year 2000 forward. If you wish information for prior tax years contact the Treasurer's Office. [Pay Taxes Online](#)

Tax ID: D06692A Tax Year: 2022
HUNTLEY/WORDEN/BALLANTINE

Code	District	1st Half	2nd Half	Total
	HUNTLEY/WORDEN/BALLANTINE (Levy District)	163.74 P	163.73 P	327.47
	SOIL SOIL SOIL CONSERVATION	0.13 P	0.12 P	0.25
	Totals	163.87	163.85	327.72
	Date Paid	11/12/2022	11/12/2022	

Close Window



Yellowstone County, Montana

Orion Detail

Disclaimer: Not all fields are currently maintained. The accuracy of the data is not guaranteed. Please notify the Appraisal/Assessment Office (406-896-4000) of any inaccuracies.

10/10/2023 10:00:00 AM

Primary Owner: THREE WATERS FAMILY INVESTMENT LLC Ownership History
Tax Code: D06692A
Geo Code: 03-1035-07-2-01-01-0000
Property Address: 1039 PRYOR CREEK RD HUNTLEY 59037
Legal Description: S07, T01 N, R28 E, C.O.S. 3826, PARCEL 2, (23)
Property Type : VAC_R - Vacant Land - Rural

Clerk &
Recorder
Documents

Site Data

Levy District:	03-0982-24	Location:	
Neighborhood Code:	203.002	Fronting	%
Parking type:		Parking Prox	%
Utilities:		Access:	
Lot Size:	63.88 Acres	Topography:	
Ag Land Data			
Cont Crop AC:	0	Fallow AC:	0
Grazing AC:	0	Wild AC:	0
Farmsite AC:	0	NonQual AC:	63.88
		Irrigated AC:	0
		Timber AC:	0
		Total AC:	63.88

Any comments or questions regarding the web site may be directed to the Web Developer.

Yellowstone County, Montana

25920
UNITED STATES

TO

P A T E N T.

JAMES ROBINSON

21762.
101926-11. T.O.

THE UNITED STATES OF AMERICA,

VS.

To all to whom these presents shall come, Greeting:

WHEREAS, an order of the Secretary of the Interior has been deposited in the General Land Office, directing that a fee simple patent issue to the claimant JAMES ROBINSON, HEIR OF ALLEN ROBINSON, AN INDIAN, for the North half of the Northeast quarter, the Northeast quarter of the Northwest quarter, and the Lot one of Section seven in Township one North of Range twenty-eight East of the Montana Meridian, Montana, containing one hundred sixty-three and seventy-one hundredths acres.

NOW KNOW YE, that the UNITED STATES OF AMERICA, in consideration of the premises, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said claimant, and to the heirs of the said claimant the land above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging unto the said claimant and to the heirs and assigns of the said claimant forever; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, William H. Taft President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed. GIVEN under my hand at the City of Washington, the twenty-third day of February, in the year of our Lord one thousand nine hundred and twelve and of the Independence of the United States the one hundred and thirty-sixth.

By the President: Wm. H. Taft

By M. F. Lefroy, Secretary.

H. W. Sanford

Recorder of the General Land Office.

RECORDED; Patent Number 249156.

Filed for record on the 22nd day of March, A.D. 1912, at 9:20 o'clock A. M.

By F. M. Williams

Deputy.

A. B. Renwick

County Recorder.

2nd, 2nd

UNITED STATES

TO

PATENT

Fee Patent recommended by
County Commission

ELLEN RUTHERFORD
638003.
78364-16. I.O.
349.

THE UNITED STATES OF AMERICA.

To all to whom these presents shall come, Greeting:

WHEREAS, an Order of the Secretary of the Interior has been deposited in the General Land Office, directing that a fee simple patent issue to the claimant Ellen Rutherford, formerly Ellen Robinson, a Crow Indian, for the south half of the northeast quarter, the southeast quarter of the northwest quarter and the Lot two of Section seven in Township one north of Range twenty-eight east of the Montana Meridian, Montana, containing one hundred sixty-three and ninety-two-hundredths acres;

NOW KNOW YE, That the United States of America, in consideration of the premises, has given and granted, and by these presents does give and grant, unto the said claimant and to the heirs of the said claimant the Land above described; To Have and to Hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, therunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed. Given under my hand, at the City of Washington, the ninth day of August in the year of our Lord one thousand nine hundred and sixteen and of the Independence of the United States the one hundred and forty-first.

By the President: Woodrow Wilson.

By M. P. LeRoy, Secretary.



L. Q. C. Lamar, Recorder of the General Land Office.

RECORDED: Patent Number 341600

Filed for record the 18th day of July, A.D. 1917 at 9:32 o'clock, A.M.

By Verne Johnson, Deputy.

J. H. Williams, County Recorder.

Know All Men by These Presents, That Vesta J. Link

of the County of Yellowstone, State of Montana,
in consideration of the sum of ... DOLLARS
... \$100 ...
... organized and existing under the laws of the
State of Montana, receipt of which is hereby acknowledged, do hereby grant and convey unto said
Yellowstone County, Montana, its successors and assigns, the right, privilege and authority to construct, operate, maintain and establish a public highway or road not more than eighty (80) feet
wide, over, across and upon the following described real estate now owned by (me or us) and located
in the County of Yellowstone, State of Montana, to-wit:

A strip of land in the SW-1/4 of Section 6, Township 1 North, Range 28 East, being
30 feet in width, 40 feet on each side of the following described center-line:
Beginning at a point on the north line of said SW-1/4 of Section 6, said point
being South 79° 42' East a distance of 1165.3 feet, plus or minus, from the south-
west corner of said SW-1/4 of Section 6; thence from said point of beginning
North 09° 41' West a distance of 638.05 feet, plus or minus, to the P.C. of a curve
to the left, said curve having a radius of 497.5 feet and an interior angle of
26° 39'; thence along said curve a distance of 222.78 feet to a point; thence North
5° 20' West a distance of 641.84 feet, plus or minus, to the North line of said
SW-1/4 of Section 6, containing 2.76 acres.

ALSO: A strip of land 30 feet in width, being 40 feet on either side of the following
described center-line, located in the NW-1/4 of Section 7, Township 1 North, Range 28
East, being more particularly described as follows: Beginning at a point on the North
line of said NW-1/4 of Section 7, said point being South 89° 42' East a distance of
1165.3 feet, plus or minus, from the northwest corner of said NW-1/4 of Section 7; thence
from said point of beginning South 04° 41' East a distance of 513.8 feet to the P.C.
of a curve to the right, said curve having a radius of 764.0 feet and an interior
angle of 21° 00'; thence along said curve a distance of 280.0 feet to a point; thence
South 11° 19' West a distance of 74.4 feet, plus or minus, to the P.C. of a curve to
the left, said curve having a radius of 300.0 feet and an interior angle of 26° 30';
thence along said curve a distance of 20.0 feet to a point; thence South 15° 20'
West a distance of 810.5 feet, plus or minus, to a point on the South line of said
NW-1/4 of Section 7, containing 4.93 acres.

Said easement shall be yielded to Yellowstone County for the purpose of building
a new roadway with the understanding that if at any time in the future the Inter-
state Highway system rebuilds said section of roadway and reimburses Yellowstone
County for said strip of land described in this easement, the purchase price will
automatically be reverted to the estate of the undersigned owner, or heirs or
assigns.

Upon completion of the building of the roadway on the above described property,
the abandoned existing Right-of-way in the same section now held by Yellowstone
County on previous easements are hereby released to Vesta J. Link, or heirs or
assigns.

TO HAVE AND TO HOLD, the same unto the said County of Yellowstone, State of Montana,
as its own perpetually, with the right, privilege and authority to trim or cut down any trees which
may interfere with the construction, maintenance and operation of such highway, and do also grant
unto said County of Yellowstone, its successors and assigns, the right to enter upon the above de-
scribed premises at any and all times for the purpose of maintaining and establishing such highway.

IN WITNESS WHEREOF, I have hereunto signed this instrument this 1st
day of ... A. D. 1941.

Witness:
Vesta J. Link

STATE OF MONTANA

County of Yellowstone,

On this _____ day of _____, 19____, before me, _____
Notary Public for the State of Montana, personally appeared _____
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Official Seal the day and year in this certificate above written.

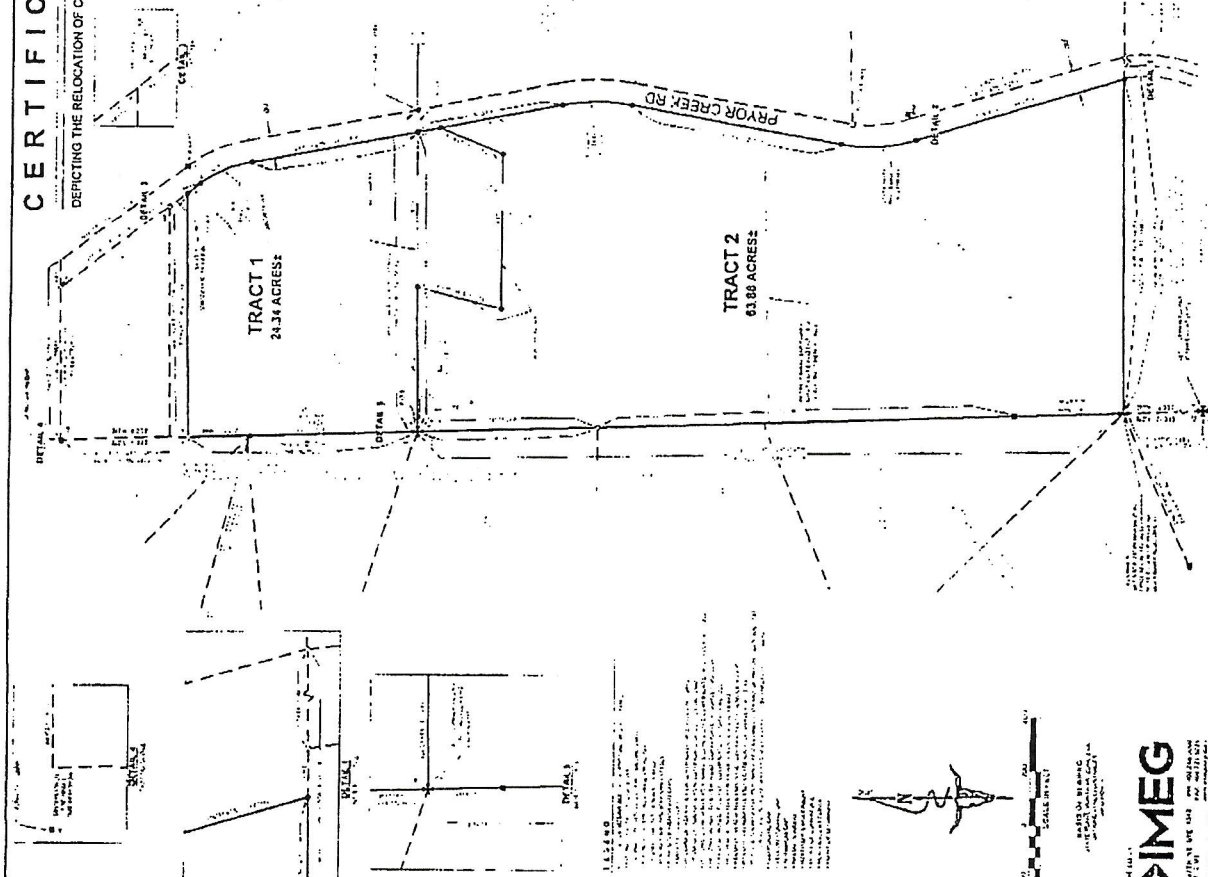
Notary Public for State of Montana.

Residing at _____ NOTARY PUBLIC for the State of Montana
Building at _____
My commission expires _____ My Commission Expires July 18, 1968

[Handwritten signatures and stamps, including a circular notary seal, are present in the lower half of the page.]

CERTIFICATE OF SURVEY 3826

DEPICTING THE RELOCATION OF COMMON BOUNDARIES IN THE NW1/4 OF SECTION 7 AND THE SW1/4 OF SECTION 6, T.1N. R.28E. P.1M. YELLOWSTONE COUNTY, MONTANA



I, the undersigned, a duly Licensed Professional Surveyor in the State of Montana, do hereby certify that the above described survey was made by me or under my direct supervision and that the same is a true and correct copy of the original survey as shown to me by the owner of the land surveyed.

August 13, 2013
 [Signature]
 [Signature]
 [Signature]



CS No. 4029671
 MONTANA SURVEYORS ASSOCIATION

SHEET 1 OF 1
 CERTIFICATE OF SURVEY NO. 3826
 YELLOWSTONE COUNTY, MONTANA

FILE NO.	3826
DATE	8/13/13
BY	[Signature]
CHECKED BY	[Signature]

