

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 25- 114

Resolution to Create Yellowstone County Rural Special Improvement District No. 917M

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 maintain public improvements such as roads, dry hydrants and parks. Typically, to create a 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.

WHEREAS, pursuant to Sections 7-12-2102(2)(a), 7-12-2105(4) and 7-12-2113(2)(d) of the Montana Code Annotated, when all the landowners in a proposed district consent to the creation of a district, the board does not have to hold a public hearing. The board can create a district with the passage of a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners received a petition from James A. Bailey, the developer of Eastslope Meadows Subdivision in Yellowstone County to create a rural special improvement district to maintain the roads in Eastslope Meadows Subdivision. James A. Bailey owns all the land in the Subdivision. Attached as Exhibit 1 is the petition

Below is a summary of the specifics of the District:

District Summary

District Name:	Yellowstone County Rural Special Improvement District No. 917M
District Location:	Parcels in Eastslope Meadows Subdivision
District Parcels:	9 parcels
District Activities:	Maintain Roads in Clark Stone Commercial Subdivision
District Costs:	\$645.77 Estimated Cost per lot per year for 9 lots, Subject to Change
District Assessment Method:	Per Parcel/Lot
District Assessment:	\$5,812 Annual District Assessment, Subject to Change
District Duration:	Indefinite

Attached as Exhibit 1 is the petition for the district including the details of the District such as name, location, map, parcels, property owners, activities, costs, assessment method, assessment and engineer. The costs for the District and the assessment for the District will likely increase over time. The Board can annually adjust the assessment.


WHEREAS, the Yellowstone County Board of County Commissioners received a petition to create a rural special improvement district to maintain the roads in Eastslope Meadows Subdivision. The Board reviewed the petition. The petition appears legally sufficient. The Board believes it would be in the best interest of the public to create the District. All the landowners in the Subdivision consented to the creation of the District. Because all the landowners consent to the creation of the District, the Board does not have to hold a public hearing to create the District.

NOW THEREFORE, BE IT RESOLVED,


The Yellowstone County Board of County Commissioners creates Rural Special Improvement District No. 917M to maintain the roads in Eastslope Meadows Subdivision. The specifics of the District are contained in the petition attached to this Resolution.

Passed and Adopted on the 16th day of September 2025.

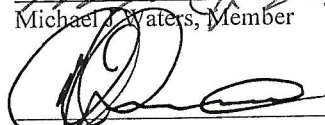
BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA



Mark Morse, Chair




Michael J. Waters, Member



Chris White, Member

ATTEST:



Jeff Martin, Clerk and Recorder

Exhibit 1

Petition to Create Special Improvement District for East Slope Subdivision – Roads

On September 3, 2025, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition to create a rural special improvement district to maintain the roads to be installed with the construction of the East Slope Subdivision. The petition appears legally sufficient.

The petition indicates what land will be included in the district (East Slope Subdivision), what public infrastructure will be maintained (roads), what will be done to maintain the infrastructure (lawn maintenance, snow removal and chip seal every 8 years), the cost to maintain the infrastructure (\$5,811.89), how the cost will be paid by the landowners in the district (per parcel) 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.

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

COVER SHEET


TO: YELLOWSTONE COUNTY BOARD OF COMMISSIONERS

This petition is respectfully submitted this _____ day of _____, 2025 .

Petitioner/Initiator (and/or) Contact Person:

NAME: James A. Bailey
ADDRESS: PO Box 2535
Billings, MT 59101
PHONE NO: 406-672-6010

I swear that all of the information presented in this petition is true and correct and the landowner's signatures (Section F) are the original true and consenting landowners.


Petitioner's Signature

8/27/25
Date

LIST ALL ADDITIONAL ATTACHMENTS: TOTAL SUBDIVISION RSID

- The Final Plat of the Eastslope Meadows Subdivision, to be recorded on property referenced within RSID petition to be used as a Section 'A' Map.
- Location map of the property mentioned within this RSID petition to be used as a Section 'A' Map.
- Commitment for Title Insurance, Tax Receipts, and Subdivision Guarantee to be used as Section 'G' ownership report.

Exhibit 1

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION A

MAPS OF RURAL SPECIAL IMPROVEMENT DISTRICT BOUNDARY (ATTACHED)

SECTION 'A'

FOR MDEQ USE
RECEIVED STAMP:

APPROVAL STAMP

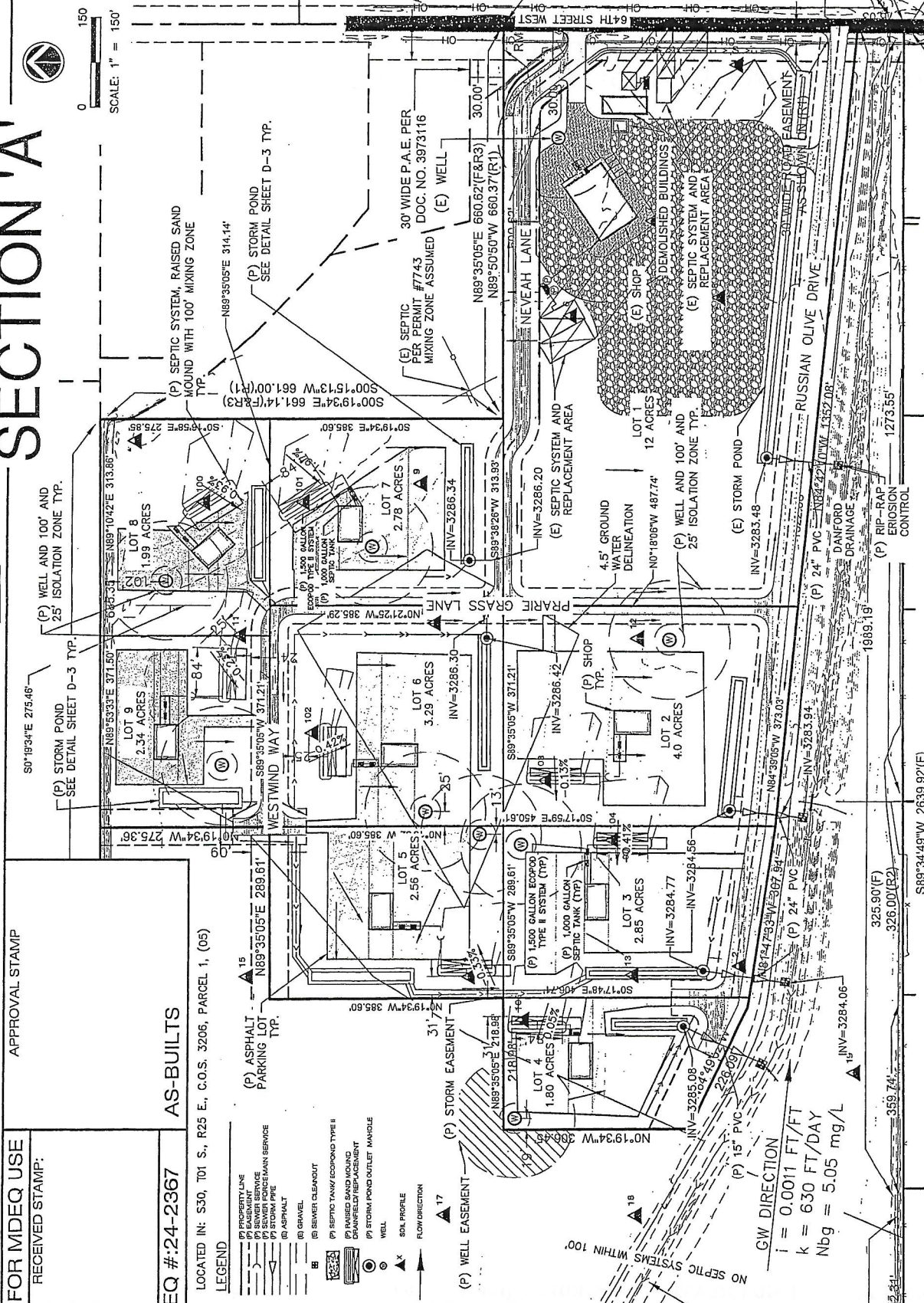
EQ #24-2367

AS-BUILTS

LOCATED IN: S30, T01 S, R25 E, C.O.S. 3206, PARCEL 1, (05)

LEGEND

- (P) PROPERTY LINE
- (P) EASEMENT
- (P) SEWER PRODUCTION SERVICE
- (P) STORM PIPE
- (P) ASPHALT
- (P) GRAVEL
- (P) SEWER CLEANOUT
- (P) SEPTIC TANK/ECOPOND TYPE II
- (P) RAISED SAND MOUND
- (P) DRAINFIELD REPLACEMENT
- (P) STORM POND OUTLET MANHOLE
- (P) WELL
- (P) SOL PROFILE
- (P) FLOW DIRECTION



EASTSLOPE SUBDIVISION MDEQ
BILLINGS, MONTANA
MDEQ LOT LAYOUT

WDEQ Project No. 2400514
FPA No. 2400514
C-1
Drawn By: LDW
Checked By: NT
Date: 5/03/2025
Field Book No. 23050544-5

Sheet 1 of 7

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION B
LEGAL DESCRIPTIONS

PROPERTY LEGAL DESCRIPTIONS

Tract 1 of C.O.S. No. 3206 recorded as document no. 3306030 Tract 1A of Amended Tract 1
of COS 3206 recorded as document no. 4070942, in the office of the Yellowstone County Clerk
and Recorder located in the SE1/4 of Sec. 30, T01S, R25E, P.M.M. Yellowstone County,
Montana

Exhibit 1
PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION C
ESTIMATED ANNUAL MAINTENANCE COST

FALL MAINTENANCE:

ACTIVITY	ESTIMATED COST
Weed spraying/mowing of roadside ditches	\$ 200
	\$

WINTER MAINTENANCE:

ACTIVITY	ESTIMATED COST
Snow Removal	\$ 505
	\$

SPRING MAINTENANCE:

ACTIVITY	ESTIMATED COST
	\$
	\$

SUMMER MAINTENANCE:

ACTIVITY	ESTIMATED COST
Chip seal (assumes every 8 years)	\$ 5,107/yr
(.05 * 24) width of road *959.33 ft	\$

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: \$5,811.89

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION D
METHOD OF ASSESSMENT

CHOOSE A METHOD OF ASSESSMENT:


<input type="checkbox"/>	Square Footage
<input checked="" type="checkbox"/>	Equal Amount
<input type="checkbox"/>	Front Footage
<input type="checkbox"/>	Other (Describe)

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION E
PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT
RECOMMENDATIONS FOR AD HOC COMMITTEE

NAME

TELEPHONE NUMBER

1. James Bailey (Chairman) 406-672-6010
Printed Name

Signature
2. _____
Printed Name

Signature
3. _____
Printed Name

Signature
4. _____
Printed Name

Signature
5. _____
Printed Name

Signature

Exhibit 1

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION 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.

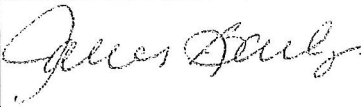
PROPERTY LEGAL DESCRIPTION	OWNER (PRINTED NAME)	OWNER SIGNATURE	IN FAVOR	OPPOSED
Tract 1 of C.O.S. No. 3206 recorded as document no. 3306030 Tract 1A of Amended Tract 1 of COS 3206 recorded as document no. 4070942, in the office of the Yellowstone County Clerk and Recorder located in the SE1/4 of Sec. 20, T01S, R25E, P.M.M. Yellowstone County, MT	James Bailey; Hardrives Construction Company, Inc.		X	

Exhibit 1

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION F

(Continued)

**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

Exhibit 1

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

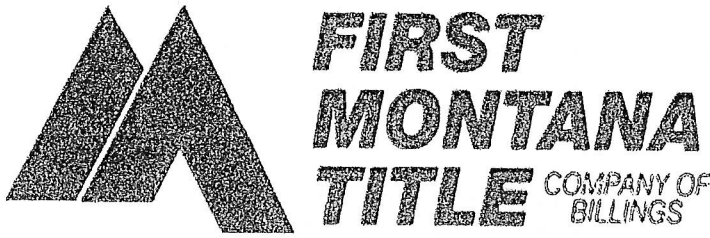
**SECTION G
OWNERSHIP REPORT (ATTACHED)**

Commitment to Insure

Exhibit 1

SECTION 'G'

Issued through the Office of:



Thank you for your order!

Inquiries should be directed to:

Your Escrow Officer: Dave Deming

Email: dave@firstmontanatitle.com

Your Title Officer: Melinda McInnis

Email Address:

melinda@firstmontanatitle.com

Commitment No: B2330481

Property Address:

2908 South 64th Street West, Billings, MT
59106

2737 Montana Avenue

Billings, MT 59101

Phone: (406) 248-3000

Fax: (406) 248-9928

2800 Central Avenue, Unit B

Billings, MT 59102

Phone: (406) 869-9669

Fax: (406) 294-1985

Your Local, Family Owned Title Company

We validate parking in the Empire Parking Garage & we offer FREE valet parking from the Northern Hotel!

"PUTTING YOU FIRST"

Exhibit 1

ALTACommitment for Title Insurance



Issued By Old Republic Title National Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY:THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the Office of FMT of Billings, LLC

Melinda R. McJannet

Authorized Signatory

Exhibit 1

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

By  President

Attest  Secretary

ORTForm 4694 6/06Rev.8-1-16
ALTACOMMITMENTforTitleInsurance

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

Exhibit 1

- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

Issued by

Old Republic Title Insurance Company

FOR TITLE INQUIRIES CONTACT:	FOR SETTLEMENT INQUIRIES CONTACT:
Title Officer : Melinda McInnis Direct Phone: 406-869-9663 Main Phone: 406-248-3000 Email: melinda@firstmontanatitle.com	Escrow Officer: Dave Deming Direct Phone: 406-869-9658 Main Phone: 406-248-3000 Email: dave@firstmontanatitle.com

Transaction Identification Data for reference only:

Issuing Agent and Office: **FMT of Billings LLC 2800 Central Avenue, Unit B Billings, MT, 59102**

ALTA Universal ID:

Loan ID Number:

Property Address: **2908 South 64th Street West, Billings, MT 59106**

Revision Number:

1. Commitment Date: **January 05, 2023, 5:00 PM**
2. Policy to be issued:

- (a) 2006 ALTA ® Owner's Policy

Proposed Insured: **Hardrives Construction Inc., a Montana corporation**

Proposed Policy Amount: **\$1,900,000.00** Premium: **\$3,995.00**

- (b) 2006 ALTA ® Loan Policy:

Proposed Insured:

Proposed Policy Amount: **\$0.00** Premium: **\$0.00**

Endorsements: **\$0.00**

Total Premium: **\$0.00**

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**
4. Title to the estate or interest in the land is, at the Effective Date, vested in:
Golden West Properties, LLC, a Montana limited liability company
5. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

Countersigned

FMT of Billings LLC

By: Melinda R McInnis
Authorized Signatory

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EXHIBIT "A"

That part of the SE1/4 of Section 30, Township 1 South, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 1, of Certificate of Survey No. 3206, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document No. 3306030.

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B**

Issued by

Old Republic Title Insurance Company

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The liability amount exceeds local underwriting limits. We require underwriting approval from Old Republic Title Insurance Company.
6. We are in possession of a copy of the articles of organization and operating agreement for Golden West Properties, LLC, a Montana limited liability company, dated January 01, 2006. We require any amendments thereto, and the current EIN number for said Limited Liability Company.

Clint Lohman, Member and Randy Northrop, Member are authorized to sign on behalf of Golden West Properties, LLC, a Montana limited liability company.

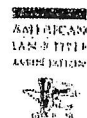
7. We are in possession of a copy of the articles of incorporation and bylaws for Hardrives Construction, Inc., a Montana corporation., dated August 08, 1991. We require any amendments thereto. We reserve the right to add additional requirements upon review of said documents.

James A. Bailey, as President, is authorized to sign on behalf of Hardrives Construction, Inc., a Montana corporation.

Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. 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. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Record. No liability is assumed for errors, omissions or changes of assessed valuations or amount of taxes assessed by any state, county, city or federal taxing or assessing authority.
3. Any facts, rights, interest or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch rights; (d) any right, title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal, and other hydrocarbons; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.

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7. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Any service, installation or connection charge for any and all utilities, including, but not limited to sewer, gas, water or electricity.
9. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any rights of the Public and the County of Yellowstone to use and occupy those certain roads and trails.
10. No liability is assumed for errors, omissions or changes of assessed valuations or amount of taxes assessed by any state, county, city or federal taxing or assessing authority.
11. General and special taxes, and assessments for the year 2023, which are a lien, but not yet computed or payable. Tax Code No. D00958.

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

12. General and special taxes and assessments for the Second Installment of 2022, which are payable in the amount of \$918.56, but not yet due. Tax Code No. D00958.

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 First Installment of 2022, which are paid in full in the amount of \$918.58.

13. 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.
14. Right of Way for a wastewater ditch, as reserved in Warranty Deed recorded March 19, 1901, in Book N Deeds, Page 357.
15. Right of Way Easement granted to The Montana Power Company, recorded August 5, 1969, in Book 903, page 248, under Document No. 845918.

Continued

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16. A Mortgage to secure an original indebtedness of \$1,245,168.75, and any other amounts or obligations secured thereby, recorded April 20, 2018, under Document No. 3846918.
Dated: March 23, 2018
Mortgagor: Golden West Properties, LLC, a Montana limited liability company
Mortgagee: First Interstate Bank

Modification of Mortgage, dated April 05, 2019, executed by and between Golden West Properties, LLC, a Montana limited liability company and First Interstate Bank, recorded April 16, 2019, under Document No. 3880524.

Modification of Mortgage, dated October 01, 2020, executed by and between Golden West Properties, LLC, a Montana limited liability company and First Interstate Bank, recorded October 19, 2020, under Document No. 3944056.

17. Easement for underground electric powerline, transformer and necessary appurtenances, dated April 15, 2021, granted to Northwestern Corporation, a Delaware corporation, D/B/A Northwestern Energy, recorded April 30, 2021, in Book , Page , under Document No. 3970379.
18. A Mortgage to secure an original indebtedness of \$900,000.00, and any other amounts or obligations secured thereby, recorded November 18, 2022, under Document No. 4035035.
Dated: November 15, 2022
Mortgagor: Golden West Properties, LLC, a Montana limited liability company
Mortgagee: VIC and Rita Donovan

End of Schedule B



Exhibit 1

ALTA PRIVACY FORM
Revised August 28, 2001
Old Republic Title Insurance Company and/or FMT of Billings LLC
Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Old Republic Title Insurance Company** and **FMT of Billings LLC**.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from (our affiliates or) others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Thank you for choosing

Old Republic Title Insurance Company and FMT of Billings LLC

By



Authorized Signatory

Yellowstone County, Montana

Property Tax Detail For D00958



Taxpayer Information

Owner Listed On Last Tax Statement

Last Updated: July 17, 2025

Primary Owner: HARDRIVES CONSTRUCTION INC

Owner as of July 17, 2025

Primary Owner Name: HARDRIVES CONSTRUCTION INC

Contact: HUDSON, BRIAN

2025 Mailing Address

Mailing Address: HARDRIVES CONSTRUCTION INC
PO BOX 2535
BILLINGS, MT 59103-2535

Property Information

Property Address: 2908 S 64TH ST W

Township: 01 S Range: 25 E Section: 30

Certificate of Survey: 3206 Parcel: 1A

Full Legal: S30, T01 S, R25 E, C.O.S. 3206, PARCEL 1A, AMD (25)

GeoCode: 03-0926-30-4-07-01-0000

Leasehold: R-FL, BROCKMAN, L.P. (25)

2024 Assessed Value Summary

Assessed Land Value =	\$559,959.00
Assessed Building(s) Value =	\$480,980.00
Personal Property Value =	\$0.00
Total Assessed Value =	\$1,040,939.00

Assessed Value Detail Tax Year: 2024

Description	Tax Rate	Amount
Non-Qualified Ag Land 20-160 Acres	1.78%	\$3,312.00
Commercial Tract Land	1.78%	\$556,647.00
Improvements on Commercial Tract Land	1.78%	\$480,980.00
		Total: \$1,040,939.00

STU Payor Information

**Rural SID
NONE**

<u>Year</u>	<u>1st Half</u>		<u>2nd Half</u>		<u>Total</u>
<u>2024</u>	5,559.18 P		5,559.16 P		11,118.34
<u>2023</u>	880.75 P		880.74 P		1,761.49
<u>2023</u>	0.00		51.58 P		51.58
<u>2022</u>	918.58 P		918.56 P		1,837.14
<u>2021</u>	918.27 P		918.25 P		1,836.52
<u>2020</u>	1,095.44 P		1,095.42 P		2,190.86
<u>2019</u>	1,073.74 P		1,073.73 P		2,147.47
<u>2018</u>	921.34 P		921.31 P		1,842.65
<u>2017</u>	764.27 P		764.25 P		1,528.52
<u>2016</u>	705.95 P		705.93 P		1,411.88
<u>2015</u>	705.84 P		705.82 P		1,411.66
<u>2014</u>	644.01 P		643.99 P		1,288.00
<u>2013</u>	685.76 P		685.73 P		1,371.49
<u>2012</u>	644.84 P		644.82 P		1,289.66
<u>2011</u>	648.02 P		648.01 P		1,296.03
<u>2010</u>	666.11 P		666.08 P		1,332.19
<u>2009</u>	653.10 P		653.07 P		1,306.17
<u>2008</u>	695.77 P		695.73 P		1,391.50
<u>2007</u>	694.51 P		694.48 P		1,388.99
<u>2006</u>	706.98 P		706.96 P		1,413.94
<u>2005</u>	708.57 P		708.56 P		1,417.13
<u>2004</u>	669.92 P		669.90 P		1,339.82
<u>2003</u>	648.08 P		648.07 P		1,296.15
<u>2002</u>	590.80 P		590.79 P		1,181.59
<u>2001</u>	494.03 P		494.01 P		988.04
<u>2000</u>	471.03 P		471.01 P		942.04

(P) indicates paid taxes.

Commissioner:

District - 1
Chris White (R)
 PO Box 35000
 Billings, MT 59107
 406-256-2701 - Work

Senate: District - 27

Vince Ricci (R)
 3109 Forbes Blvd
 Billings,
 MT 59106
 406-855-9153 -
 Work
 (406) 671-7052 -
 Home

House:

District - 53
Nelly Nicol (R)
 PO Box 20692
 Billings,
 MT 59104
 406-670-1745 -
 Work

Ward: Outside City Limits

Precinct: 53

High School: West

Middle School: Elder Grove

Elementary School: Elder Grove

Trustee:

School District
Trustee Links

Recording #	Document type	Recorded Date	Document Date	Book	Page
4070942	Other	4/2/2024	4/2/2024	2025	SPLIT
4046586	Warranty Deed	5/8/2023	5/5/2023		
3477610	Warranty Deed	8/25/2008			
			9/27/2004	SP33	06030

Owner Information

Primary Owner: HARDRIVES CONSTRUCTION INC

Tax Code: D00958

GeoCode: 03-0926-30-4-07-01-0000

Property Address: 2908 S 64TH ST W BILLINGS 59106

Legal Description: S30, T01 S, R25 E, C.O.S. 3206, PARCEL 1A, AMD (25)

Property Type: Improved Property

Site Information - View Codes

Levy District: 03-0972UF-8-UF

Location:

Neighborhood Code: 203.006.C

Fronting:

Exhibit 1

Parking type:

Parking Prox:

Utilities:

Access:

Lot Size: 10 Acres

Topography:

Commercial Building

Year Built: 2023

Year Remodel:

Improvement Class: 3307

Effective Year:

Building Name: Harddrives Building Number: 1

Grade (Factor): A (1) Structure Type: 398 - Warehouse

Total Identical Buildings: 1 Units per Building: 1

ECF: 1.35

Interior/Exterior Commercial Building

Floors	Area/Floor(Sq Ft)	Area (Sq Ft)	Use	Construction	Ptns	Heat	A/C	plumb
01 - 01	6000	6000	045 - Warehouse	4-Pre-engineered Steel	2- Normal	3-Unit or Space Heaters	0- None	1- Below Normal
01 - 01	2250	2250	082 - Multi-Use Office	4-Pre-engineered Steel	2- Normal	1-Hot Air	1- Central	2- Normal

Building Total: 8250**Ag Land Data**

Cont Crop AC: 0 Fallow AC: 0 Irrigated AC: 0

Grazing AC: 0 Wild AC: 0 Timber AC: 0

FarmSite AC: 0 NonQual AC: 23.61 Total AC: 23.61

Other Building and Yard Improvements

Code - Type	Quantity	Area/Unit	Classcode
CPA1 - Paving, asphalt	1	5250	3307
CRFC - Fence, chain link w/barbed wire (commercial)	1		3307
CPA3 - Paving, concrete, 5-6"	1	1170	3307

GENERAL TAX DETAIL

Levy Description	1st Half	2nd Half	Total
COUNTY			
BRIDGE	\$38.32	\$38.32	\$76.64
COUNTY PLANNING	\$12.67	\$12.67	\$25.34
EXTENSION SERVICE	\$7.14	\$7.14	\$14.28
GENERAL FUND	\$347.65	\$347.65	\$695.30
LIABILITY & PROPERTY INSURANCE	\$22.93	\$22.93	\$45.86
LIBRARY	\$62.25	\$62.25	\$124.50
MENTAL HEALTH	\$9.25	\$9.25	\$18.50
METRA (CIVIC CENTER)&COUNTY FAIR	\$84.88	\$84.88	\$169.76
MUSEUM	\$18.71	\$18.71	\$37.42
PERMISSIVE MEDICAL LEVY	\$104.09	\$104.09	\$208.18
PUBLIC HEALTH	\$69.99	\$69.99	\$139.98
PUBLIC SAFETY - COUNTY ATTORNEY	\$117.66	\$117.66	\$235.32
PUBLIC SAFETY - MENTAL HEALTH	\$31.48	\$31.48	\$62.96
PUBLIC SAFETY - SHERIFF	\$276.15	\$276.15	\$552.30
ROAD	\$413.93	\$413.93	\$827.86
SENIOR CITIZENS-ELDERLY ACTIVITIES	\$39.92	\$39.92	\$79.84
WEED CONTROL	\$7.64	\$7.64	\$15.28
COUNTY TOTALS:	\$1,664.66	\$1,664.66	\$3,329.32
OTHER			
BIG SKY ECONOMIC DEVELOPMENT AUTHORITY	\$31.78	\$31.78	\$63.56
OTHER TOTALS:	\$31.78	\$31.78	\$63.56
SCHOOL			
ELEM & HIGH SCH TRANSPORTATION	\$28.46	\$28.46	\$56.92
ELEMENTARY RETIREMENT	\$133.15	\$133.15	\$266.30
HIGH SCHOOL RETIREMENT	\$68.08	\$68.08	\$136.16
SD #2 (BILLINGS) - HS ADULT EDUCATION	\$32.08	\$32.08	\$64.16
SD #2 (BILLINGS) - HS BUILDING RESERVE	\$8.55	\$8.55	\$17.10
SD #2 (BILLINGS) - HS DEBT SERVICE	\$9.25	\$9.25	\$18.50
SD #2 (BILLINGS) - HS FLEX	\$29.87	\$29.87	\$59.74
SD #2 (BILLINGS) - HS GENERAL	\$356.60	\$356.60	\$713.20

SD #2 (BILLINGS) - HS TRANSPORTATION	\$72.91	\$72.91	\$145.82
SD #2 (BILLINGS) - HS TUITION	\$37.11	\$37.11	\$74.22
SD #8 (ELDER GROVE) ELEM BUILDING RESERV	\$26.35	\$26.35	\$52.70
SD #8 (ELDER GROVE) ELEM DEBT SERVICE	\$802.41	\$802.41	\$1,604.82
SD #8 (ELDER GROVE) ELEM GENERAL	\$259.96	\$259.96	\$519.92
SD #8 (ELDER GROVE) ELEM TRANSPORTATION	\$224.66	\$224.66	\$449.32
SD #8 (ELDER GROVE) ELEM TUITION	\$120.07	\$120.07	\$240.14
SD #8(ELDER GROVE) - ELEM ADULT ED	\$0.91	\$0.91	\$1.82
SCHOOL TOTALS:	\$2,210.42	\$2,210.42	\$4,420.84

STATE

ACCREDITED HIGH SCHOOL	\$221.24	\$221.24	\$442.48
GENERAL SCHOOL	\$331.87	\$331.86	\$663.73
STATE EQUALIZATION AID	\$402.26	\$402.26	\$804.52
UNIVERSITY MILLAGE	\$60.34	\$60.34	\$120.68
VOCATIONAL-TECHNICAL SCHOOLS	\$15.08	\$15.08	\$30.16
STATE TOTALS:	\$1,030.79	\$1,030.78	\$2,061.57

TOTAL GENERAL TAXES	\$4,937.65	\$4,937.64	\$9,875.29
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* = Voted Levy to impose a New Mill Levy

** = Voted Levy Increase to a Levy Submitted to Electors

*** = Voted Levy to Exceed Levy Limit (MCA 15-10-420)

SPECIAL ASSESSMENTS

Description	1st Half	2nd Half	Total
BLGS URBAN FIRE DISTRICT	\$600.00	\$600.00	\$1,200.00
CRED COUNTY REFUSE DISTRICT	\$12.50	\$12.50	\$25.00
DAND DANFORD DRAINAGE	\$5.00	\$5.00	\$10.00
SOIL SOIL CONSERVATION	\$4.03	\$4.02	\$8.05
TOTAL SPECIAL ASSESSMENTS	\$621.53	\$621.52	\$1,243.05

General Taxes	District	Mill Levy	1st Half	2nd Half
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ELDERGROVE	8	490.99	4,937.65	4,937.64
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TOTAL TAXES DUE CURRENT YEAR:	\$11,118.34
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This property may qualify for a Property Tax Assistance Program. This may include: Intangible Land Value Assistance, Property Tax Assistance, Disabled or Deceased Veteran's Residential Exemption, and/or Elderly Homeowner's Tax Credit. Contact the Department of Revenue at (406)896-4000 for further information.

This Information is current as of 8/13/2025 8:09:00 AM

Guarantee



SG-08021359

File Number: FMT-25-50008

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

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

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

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

Issued by:

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

Authorized Signatory

ORT Form 3795
(CLTA Guarantee (Rev. 12/94))

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

By

President

Attest

Secretary

Exhibit 1
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.

Exhibit 1

- (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

Exhibit 1

- (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.

Exhibit 1

Schedule A

SUBDIVISION GUARANTEE



Order No.: FMT-25-50008

Fee: \$200.00

Liability: \$1,000.00

Guarantee No.: SG-08021359

1. Name of Assured:
Yellowstone County
2. Date of Guarantee: August 1, 2025

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):

1. The public records purport that only the hereafter named parties appear to have an interest affecting the land necessitating their execution of the named proposed plat or map:
Hardrives Construction, Inc., a Montana Corporation.
2. According to the public records, the following documents purport to affect the described land:
See Attached.

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.

**OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY**

A Corporation
400 Second Avenue South,
Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By _____
Authorized Officer or Agent

By  President

Attest  Secretary

Exhibit 1

Schedule B

SUBDIVISION GUARANTEE



1. General and special taxes, and assessments for the year 2025, which are a lien but not yet computed or payable. Tax Code No. D00958.
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 2024, which are paid in full in the amount of \$11,118.34.

2. 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.
3. Right of Way for a wastewater ditch, as reserved in Warranty Deed recorded March 19, 1901, in Book N Deeds, Page 357.
4. Right of Way Easement granted to The Montana Power Company, recorded August 5, 1969, in Book 903, page 248, under Document No. 845918.
5. Easement granted to Northwestern Corporation, a Delaware corporation, D/B/A Northwestern Energy, recorded April 30, 2021, in Book , Page , under Document No. 3970379.
6. Terms, conditions and provisions contained in Underground Electric Powerline Easement granted to Northwestern Corporation dba Northwestern Energy, recorded March 12, 2024, under Document No. 4069616.
7. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of Certificate of Survey No. 3206 Amending Tract 1 of Certificate of Survey No. 3206, filed April 02, 2024, under Document No. 4070942, but deleting any covenant, condition or restriction indicating a preference limitation or discrimination based upon race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants or restrictions violate 42 USC 3604 (c).
8. Joint Use Utility Easement granted to Northwestern Corporation dba Northwestern Energy, Spectrum Pacific West, LLC, Montana-Dakota Utilities, Co a division of MDU Resources Group, Inc. and Qwest Corporation dba Century Link QC, recorded April 21, 2025, under Document No. 4100544.
9. A Deed of Trust to secure an indebtedness of \$2,761,347.68; recorded June 12, 2024, under Document No. 4076113, of Official Records.
Dated: May 30, 2024
Grantor: Hardrives Construction, Inc.
Trustee: W. Scott Green
Beneficiary: Bank of Red Lodge

Exhibit 1

EXHIBIT A

That part of the SE1/4, of Section 20, Township 1 South, Range25 East, of the Principal Montana Meridian, Yellowstone County, Montana, described as Tract 1A, of Amended Tract 1 Certificate of Survey No. 3206, on file in the office of the Clerk and Recorder of said County, under Document No. 4070942.

