

B.O.C.C. Regular

Agenda Item 11. b.

Meeting Date: 08/04/2026

Title: RSID 926M Maplewood Estates - Road

Submitted For: Russell Burton, Comptroller

Submitted By: Russell Burton, Comptroller

TOPIC:

Resolution 26-93 to Create RSID 926M to maintain roads in Maplewood Estates Sub

BACKGROUND:

Road RSID 926M for Maplewood Estates Subdivision. 44 lots @ \$203.73/yr (each) subject to change.
(\$8,964 total)

RECOMMENDED ACTION:

Approve

Attachments

926M Res 26-93

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 26- 93

Resolution to Create Yellowstone County Rural Special Improvement District No. 926M

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 Regal Land Development, Inc., the developer of Maplewood Estates Subdivision in Yellowstone County to create a rural special improvement district to maintain the roads in Maplewood Estates Subdivision. The Staley Family Trust 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. 926M
District Location:	Parcels in Maplewood Estates Subdivision
District Parcels:	44 parcels
District Activities:	Maintain roads in Maplewood Estates Subdivision
District Costs:	\$203.73 Estimated Cost per lot per year for 44 lots, Subject to Change
District Assessment Method:	Per Parcel/Lot
District Assessment:	\$8,964 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 Maplewood Estates 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. 926M to maintain the roads in Maplewood Estates Subdivision. The specifics of the District are contained in the petition attached to this Resolution. The Board's assessment for the District will appear on the property owners 2026 tax statement.

Resolution No. 26- 93

Resolution to Create Yellowstone County Rural Special Improvement District No. 926M

1 of 2

Passed and Adopted on the 4th day of August 2026.

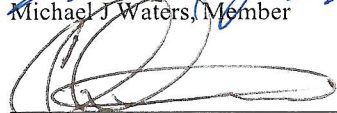
BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA



Mark Morse, Chair



Michael J. Waters, Member



Chris White, Member

ATTEST:



Jeff Martin, Clerk and Recorder

**PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)
FOR MAINTENANCE OF STREETS IN MAPLEWOOD ESTATES SUB.**

COVER SHEET

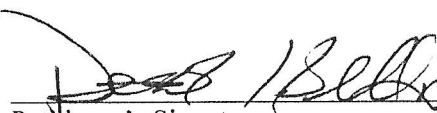
TO: YELLOWSTONE COUNTY BOARD OF COMMISSIONERS

This petition is respectfully submitted this 20 day of July, ²⁰²⁶~~1924~~.

Petitioner/Initiator (and/or) Contact Person:

NAME: Regal Land Development, Inc. (Dan Wells, President)
ADDRESS: 5847 Whisperingwoods Dr
Billings, MT 59106
PHONE NO: 406-672-3390

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

20 July - 26

Date

LIST ALL ADDITIONAL ATTACHMENTS:

Subdivision Map with District Boundary (2 copies)
Ownership Report (subdivision guarantee)

Exhibit 1

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION A
MAPS OF RURAL SPECIAL IMPROVEMENT DISTRICT BOUNDARY (ATTACHED)

PLAT OF

MAPLEWOOD ESTATES SUBDIVISION

BEING UNPLATTED LANDS SITUATED IN THE SW1/4 OF SECTION 18,
T. 1 S., R. 25 E., P.M.M., YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : STALEY FAMILY TRUST

PREPARED BY : **sanbell**

BILLINGS, MONTANA

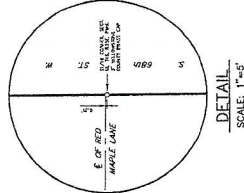


SCALE 1" = 100'

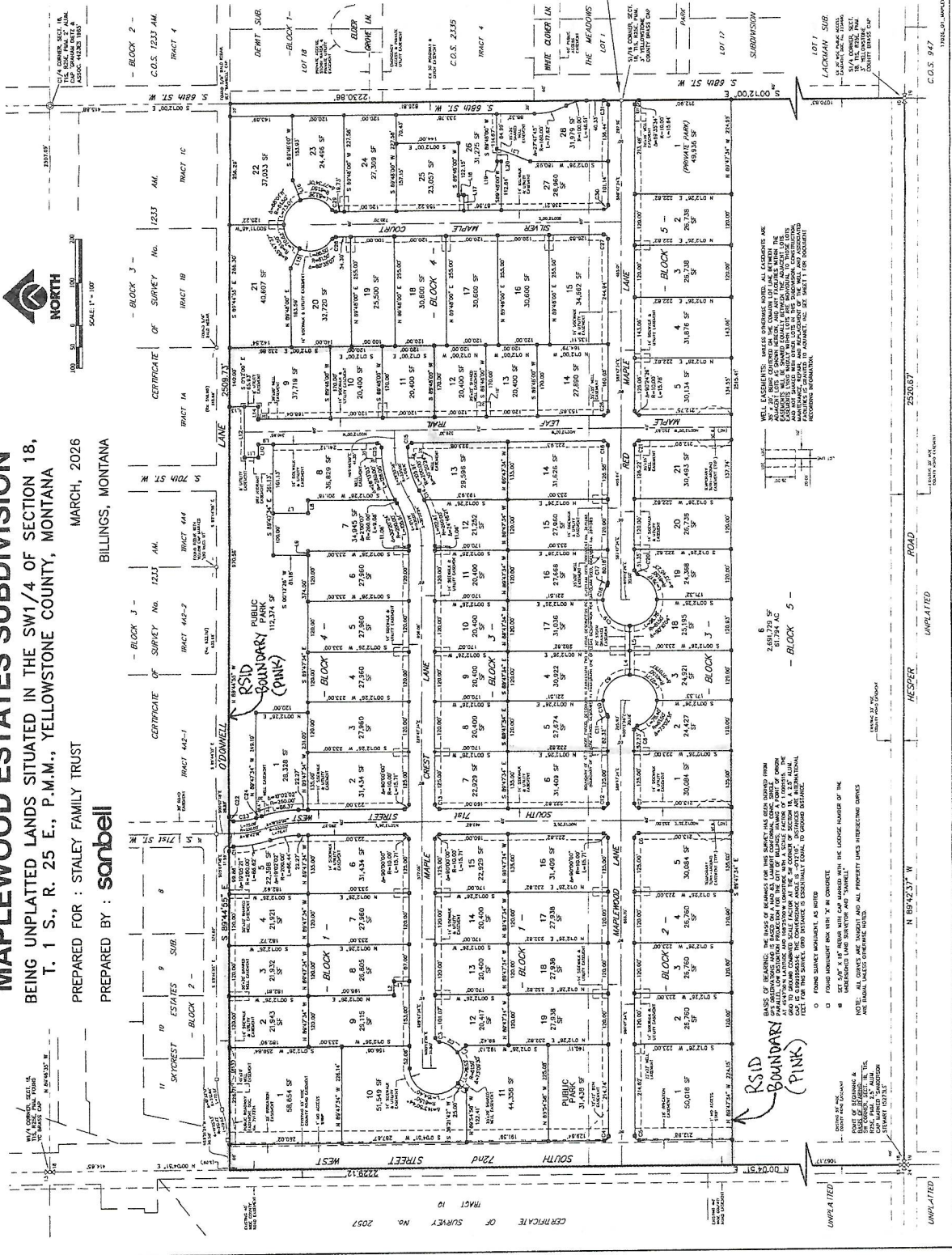
LINE #	BEARING	DISTANCE
1	N 0°12'30" E	33.00'
2	N 89°47'30" W	33.00'
3	S 30°47'30" E	33.00'
4	S 89°47'30" W	33.00'
5	N 0°12'30" E	33.00'
6	N 89°47'30" W	33.00'
7	S 30°47'30" E	33.00'
8	S 89°47'30" W	33.00'
9	N 0°12'30" E	33.00'
10	N 89°47'30" W	33.00'
11	S 30°47'30" E	33.00'
12	S 89°47'30" W	33.00'
13	N 0°12'30" E	33.00'
14	N 89°47'30" W	33.00'
15	S 30°47'30" E	33.00'
16	S 89°47'30" W	33.00'
17	N 0°12'30" E	33.00'
18	N 89°47'30" W	33.00'
19	S 30°47'30" E	33.00'
20	S 89°47'30" W	33.00'
21	N 0°12'30" E	33.00'
22	N 89°47'30" W	33.00'
23	S 30°47'30" E	33.00'
24	S 89°47'30" W	33.00'
25	N 0°12'30" E	33.00'
26	N 89°47'30" W	33.00'
27	S 30°47'30" E	33.00'
28	S 89°47'30" W	33.00'
29	N 0°12'30" E	33.00'
30	N 89°47'30" W	33.00'
31	S 30°47'30" E	33.00'
32	S 89°47'30" W	33.00'
33	N 0°12'30" E	33.00'
34	N 89°47'30" W	33.00'
35	S 30°47'30" E	33.00'
36	S 89°47'30" W	33.00'
37	N 0°12'30" E	33.00'
38	N 89°47'30" W	33.00'
39	S 30°47'30" E	33.00'
40	S 89°47'30" W	33.00'
41	N 0°12'30" E	33.00'
42	N 89°47'30" W	33.00'
43	S 30°47'30" E	33.00'
44	S 89°47'30" W	33.00'
45	N 0°12'30" E	33.00'
46	N 89°47'30" W	33.00'
47	S 30°47'30" E	33.00'
48	S 89°47'30" W	33.00'
49	N 0°12'30" E	33.00'
50	N 89°47'30" W	33.00'
51	S 30°47'30" E	33.00'
52	S 89°47'30" W	33.00'
53	N 0°12'30" E	33.00'
54	N 89°47'30" W	33.00'
55	S 30°47'30" E	33.00'
56	S 89°47'30" W	33.00'
57	N 0°12'30" E	33.00'
58	N 89°47'30" W	33.00'
59	S 30°47'30" E	33.00'
60	S 89°47'30" W	33.00'
61	N 0°12'30" E	33.00'
62	N 89°47'30" W	33.00'
63	S 30°47'30" E	33.00'
64	S 89°47'30" W	33.00'
65	N 0°12'30" E	33.00'
66	N 89°47'30" W	33.00'
67	S 30°47'30" E	33.00'
68	S 89°47'30" W	33.00'
69	N 0°12'30" E	33.00'
70	N 89°47'30" W	33.00'
71	S 30°47'30" E	33.00'
72	S 89°47'30" W	33.00'
73	N 0°12'30" E	33.00'
74	N 89°47'30" W	33.00'
75	S 30°47'30" E	33.00'
76	S 89°47'30" W	33.00'
77	N 0°12'30" E	33.00'
78	N 89°47'30" W	33.00'
79	S 30°47'30" E	33.00'
80	S 89°47'30" W	33.00'
81	N 0°12'30" E	33.00'
82	N 89°47'30" W	33.00'
83	S 30°47'30" E	33.00'
84	S 89°47'30" W	33.00'
85	N 0°12'30" E	33.00'
86	N 89°47'30" W	33.00'
87	S 30°47'30" E	33.00'
88	S 89°47'30" W	33.00'
89	N 0°12'30" E	33.00'
90	N 89°47'30" W	33.00'
91	S 30°47'30" E	33.00'
92	S 89°47'30" W	33.00'
93	N 0°12'30" E	33.00'
94	N 89°47'30" W	33.00'
95	S 30°47'30" E	33.00'
96	S 89°47'30" W	33.00'
97	N 0°12'30" E	33.00'
98	N 89°47'30" W	33.00'
99	S 30°47'30" E	33.00'
100	S 89°47'30" W	33.00'

SEE SHEET 1 FOR
CURVE DATA

RESIDENTIAL LOTS (78)	12,371 AC
PRIVATE PARK (1)	11,144 AC
NET AREA	11,523 AC
DEDICATED PARKLAND	3,301 AC
DEDICATED STREETS	11,523 AC
CROSS AREA	128,758 AC



DETAIL
SCALE: 1"=5'



PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION B
LEGAL DESCRIPTIONS

PROPERTY LEGAL DESCRIPTIONS

Lots 1-19, Block 1, Maplewood Estates Subdivision

Lots 1-5, Block 2, Maplewood Estates Subdivision

Lot 1 and Lots 6-13, Block 3 of Maplewood Estates Subdivision

Lots 1-11, Block 4, Maplewood Estates Subdivision

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION C ESTIMATED ANNUAL MAINTENANCE COST

FALL MAINTENANCE:

ACTIVITY	ESTIMATED COST
Inspect and maintain culverts at intersections and into pond within R.O.W.	\$ 500.00
	\$

WINTER MAINTENANCE:

ACTIVITY	ESTIMATED COST
Multiple Snow Removals and Ice Control	\$ 2,500.00
	\$

SPRING MAINTENANCE:

ACTIVITY	ESTIMATED COST
Inspect and maintain culverts at intersections and into pond within R.O.W.	\$ 500.00
	\$

SUMMER MAINTENANCE:

ACTIVITY	ESTIMATED COST
Chip seal asphalt every 8 years (109,280 sq. ft. of asphalt)	\$ 5,464.00
	\$

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: 8,964.00 / 44 lots
Assessed \$204.00 per lot

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

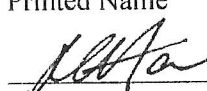
SECTION D
METHOD OF ASSESSMENT

CHOOSE A METHOD OF ASSESSMENT:

☐	Square Footage
☒	Equal Amount
☐	Front Footage
☐	Other (Describe)

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

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

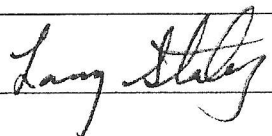
	NAME	TELEPHONE NUMBER
1.	Dan Wells (Chairman) _____ Printed Name  _____ Signature	406-672-3390 _____
2.	Lee Hanson _____ Printed Name  _____ Signature	406-794-2171 _____
3.	_____ Printed Name _____ Signature	_____
4.	_____ Printed Name _____ Signature	_____
5.	_____ Printed Name _____ Signature	_____

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
Lots 1-19, Blk 1, Lots 1-5, Blk 2, Lot 1 & Lots 6-13, Block 3, & Lots 1-11, Block 4, Maplewood Estates Subdivision	Larry W. Staley, Trustee of the Staley Family Trust		X	

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

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

**SECTION G
OWNERSHIP REPORT (ATTACHED)**



Guarantee

SG 08022790

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

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

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

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

Issued through the Office of:

Flying S Title and Escrow of Montana, Inc.

Authorized Signature

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

By

President

Attest

Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

2. Exclusions from Coverage of this Guarantee.

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

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

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

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

4. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

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.

Exhibit 1

8. Determination and Extent of Liability.

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

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

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

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

10. Reduction of Liability or Termination of Liability.

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

11. Payment of Loss.

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

12. Subrogation Upon Payment or Settlement.

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

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

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

13. Arbitration.

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

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

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

Exhibit 1

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.

ORT Form 3797M
Subdivision Guarantee



Subdivision Guarantee
SCHEDULE A

Order No.: **1224024**

Fee: **\$200.00**

Liability: **\$1,000.00**

Guarantee No.: **SG 08022790**

Reference No.:

1. Name of Assured: Yellowstone County
2. Date of Guarantee: March 16, 2026 at 7:30 A.M.

The assurances referred to on the face page hereof are:

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

That part of SW $\frac{1}{4}$ of Section 18, Township 1 South, Range 25 East of the Principal Montana Meridian, in Yellowstone County, Montana, described as follows:

**Beginning at the Southwest corner of said Section 18;
Thence running in a Northerly direction along the west line of said section 1396.1 feet;
Thence in an Easterly direction 2494.6 feet;
Thence in a Southerly direction along the mid-section line of said section, 1397.5;
Thence in a Westerly direction along the south side of said section 2494.9 feet to the point of beginning.**

That part of SW $\frac{1}{4}$ of Section 18, Township 1 South, Range 25 East of the Principal Montana Meridian, in Yellowstone County, Montana, described as follows:

**Beginning at an iron stake 73.6 feet north of the northwest corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$;
Thence running North 833.5 feet;
Thence East 2494.5 feet or to North-South quarter line;
Thence South 833.5 feet;
Thence West 2494.6 feet to the point of beginning.**

EXCEPTING therefrom the following 3 Tracts of land:

- 1. That part conveyed to the State of Montana for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded April 3, 1956, in Book 563, Page 109, under Document #560839, records of Yellowstone County, Montana.**
- 2. Certificate of Survey No. 1233**
- 3. Amended Plat of Lot 1, Block 3, Certificate of Survey No. 1233**

- A. Name of Proposed Subdivision Plat or Condominium Map:
Maplewood Estates Subdivision
- B. The Public records purport that only the hereafter named parties appear to have an interest affecting the land necessitating their execution of the named proposed plat or map:
Larry W. Staley and Mary L. Staley, Co-Trustees of the Staley Family Trust dated April 6, 2021

Exhibit 1

C. According to the public records, the following documents purport to affect the described land:

1. 2026 taxes and special assessments are an accruing lien, amounts not yet determined or payable.

The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after June 1st of the following year.

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

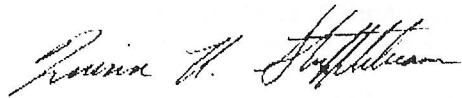
Year	First Half / Status	Second Half / Status	Parcel Number	Covers
2025	\$3,664.12 Paid	\$3,664.10 Payable	D00702	Subject Land

Homeowner's Exemption is not in effect for 2025.

2. The effect of Resolution No. 18-103 recorded October 24, 2018 under Document #3866266.
3. Easement for public roadway easement granted to the public, recorded April 16, 2020 under Document #3917224.
4. Financing Statement covering
Recorded: May 8, 2024, under Document #4073557
Debtor: Larry William Staley
Secured Party: Commodity Credit Corporation.
5. Severance Agreement upon the terms, conditions and provisions contained therein:
Parties: Larry W. Staley and Commodity Credit Corporation
Recorded: May 15, 2024, under Document #4073995
6. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Yellowstone to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Yellowstone County.

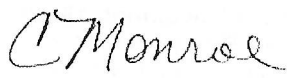
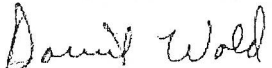
No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Old Republic National Title Insurance Company



Authorized Officer or Agent

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

By:  President
Attest:  Secretary