

**RESOLUTION NO. R19-43**

**A RESOLUTION APPROVING THE ANNEXATION AND ZONING OF LOT 18, NUTTING BROTHERS SUBDIVISION 2<sup>ND</sup> FILING AND LOTS 19-25, NUTTING BROTHERS SUBDIVISION 3<sup>RD</sup> FILING, LEGALLY DESCRIBED AS: SECTION 10, TOWNSHIP 2 SOUTH, RANGE 24 EAST, AS AN ADDITION TO THE CITY OF LAUREL, MONTANA.**

WHEREAS, Goldberg Investment LLP (“Goldberg”) submitted an annexation request and zoning request for Lot 18, Nutting Brothers Subdivision 2<sup>nd</sup> Filing and Lots 19-25, Nutting Brothers Subdivision 3<sup>rd</sup> Filing, described as: Section 10, Township 2 South, Range 24 East, containing approximately 32.56 acres of land located near the city limits of the City of Laurel, and such described property to be referred herein as “Developer Tracts” is consistent with the Annexation Agreement which is to be executed along with this resolution; and

WHEREAS, the requested zoning is Residential Limited Multi-Family (RLMF) for Nutting Bros 2<sup>nd</sup> Filing Lot 18 and Nutting Bros 3<sup>rd</sup> Filing Lots 19-24 and Community Commercial (CC) for Nutting Bros 3<sup>rd</sup> Filing Lot 25; and

WHEREAS, the City Planner prepared staff reports regarding the annexation and zoning requests and recommends the approval of the annexation and zoning requests based on the criteria, analysis and findings contained in the Staff Reports dated November 21, 2018 and January 7, 2019 which are attached hereto and incorporated herein; and

WHEREAS, the Laurel City-County Planning Board considered the annexation and zoning requests at their January 3, 2019 meeting and recommended approval of the annexation and zoning requests that were submitted by Goldberg; and

WHEREAS, the City Council held a public hearing to gather evidence from the public regarding the annexation and zoning requests in which no objections were noted or received into the record; and

WHEREAS, the City Council reviewed the Laurel City-County Planning Board Minutes, contents of their file, and the City Planner’s Staff Reports dated November 21, 2018 and January 7, 2019, and based upon all documents contained in the official record, the City Council hereby adopts the Findings of Fact and Conditions of Approval, as its own Findings and Conditions as incorporated herein; and

WHEREAS, Goldberg has provided a Title Guarantee regarding title and ownership concerns on the originally filed subdivision documents which were identified and presented by City staff at the City Council Workshop on February 26, 2019 and subsequently discussed at length with Goldberg; and

WHEREAS, Goldberg has provided an updated Annexation Agreement that shall be executed along with this resolution which meets city requirements, satisfied the comments of city staff, and is in the best interests of the city; and

WHEREAS, the City Council of the City of Laurel has determined that it is in the best interests of the City and the inhabitants thereof, and of the land owner that the requested annexation and zoning be approved as recommended by the Laurel City-County Planning Board, and that in accordance with the conditions for approval included in the attached Staff Report;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby approves the annexation and zoning requests filed by Goldberg Investment LLP subject to and in accordance with all the terms and conditions contained in the attached Staff Reports attached hereto and incorporated herein; and

BE IT FURTHER RESOLVED, the City Council hereby adopts the Findings of Fact contained in the attached Staff Report as its own; and

BE IT FURTHER RESOLVED that the City Council hereby approves the annexation and zoning requests submitted by Goldberg Investment LLP subject to and in accordance with all the terms and conditions contained in the attached Staff Report as follows:

1. Pursuant to MCA Section 7-2-Part 46 the incorporated boundaries of the City of Laurel shall be and the same hereby is extended and/or expanded to include the territory described in the Request for Annexation as additionally described below.
2. Pursuant to MCA §7-2-4211, the annexation specifically includes the full width of any public streets or roads, including the rights-of-way, that are adjacent to the property being annexed.
3. The owner of record of the territory annexed to the City of Laurel has executed a Request for Annexation and a Plan of Annexation.
4. The following described territory is hereby annexed to the City of Laurel:

Nutting Bros 2<sup>nd</sup> Filing, S10, T02 S, R24 E. Lot 18 and Nutting Bros 3<sup>rd</sup> Filing, Lots 19-25 (32.56 acres) according to the records on file and of record in the office of the Clerk and Recorder of Yellowstone County, and the annexed property includes the full width of any public streets or roads, including the rights-of-way, that are adjacent to the property being annexed.
5. The Zoning for the annexed territory described above shall be Residential Limited Multi-Family (RLMF) for Nutting Bros 2<sup>nd</sup> Filing Lot 18 and Nutting Bros 3<sup>rd</sup> Filing Lots 19-24 and Community Commercial (CC) for Nutting Bros 3<sup>rd</sup> Filing Lot 25.
6. Goldberg Investment LLP shall complete and satisfy all of the conditions contained in the Staff Report dated January 7, 2019, attached hereto and incorporated herein, before the annexation is finalized by recording the Resolution.
7. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct, certified copy of this Resolution and of said minutes with the Yellowstone County Clerk and Recorder.

8. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the Council minutes in the office of the Yellowstone County Clerk and Recorder, this annexation of the above-described territory to the City of Laurel shall be deemed complete and final.

Introduced at a regular meeting of the City Council on August 20th, 2019, by Council Member Wilke.

PASSED and APPROVED by the City Council of the City of Laurel this 20th day of August 2019.

APPROVED by the Mayor this 20th day of August 2019.

CITY OF LAUREL

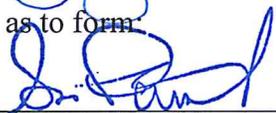


Thomas C. Nelson, Mayor

ATTEST:

  
\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

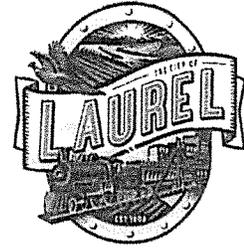
Approved as to form:

  
\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

CITY HALL  
115 W. 1<sup>ST</sup> ST.  
PLANNING: 628-4796  
WATER OFC.: 628-7431  
COURT: 628-1964  
FAX 628-2241

# City Of Laurel

P.O. Box 10  
Laurel, Montana 59044



Office of the City Planner

August 7, 2019

Regarding the Proposed Yard Office Annexation of Nutting Bros 2<sup>nd</sup> Filing Lot 18 and Nutting Bros 3<sup>rd</sup> Filing Lots 19-25

Mayor and City Council,

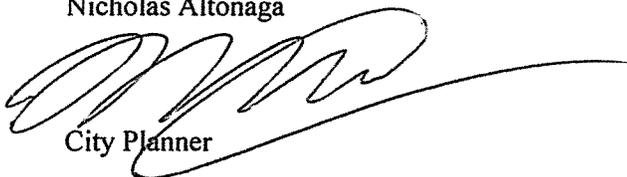
I request that the Council consider the previously proposed Yard Office Annexation of Nutting Bros 2<sup>nd</sup> Filing Lot 18 and Nutting Bros 3<sup>rd</sup> Filing Lots 19-25. This annexation was discussed at the Planning Board Meeting on January 3<sup>rd</sup>, 2019 and at City Council Workshops on January 29<sup>th</sup> 2019 and February 26<sup>th</sup> 2019. The annexation was taken off the Council agenda due to issues relating to the initial plat and possible ownership and title concerns. Performance Engineering investigated the concerns raised after these Workshop sessions and a subsequent meeting with City and County staff.

Performance Engineering has now provided:

- A Title Guarantee regarding the title and ownership issues previously raised,
- An updated Annexation Agreement which satisfied the City Planner, Public Works Director, and City Attorney's comments, and
- A map detailing the area proposed for annexation.

City staff believes that the annexation is now ready to be reviewed by City Council members for possible approval. Thank you for your consideration of this matter,

Nicholas Altonaga



City Planner

Return to:  
Performance Engineering  
608 North 29<sup>th</sup> St.  
Billings, MT 59101

## ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Goldberg Investments, LLC, P.O. Box 909, Laurel, MT 59044 hereinafter referred to as "DEVELOPER," and the CITY OF LAUREL, MONTANA, a municipal corporation, c/o City Hall, 115 West 1st Street, Laurel, Montana, 59044, hereinafter referred to as the "CITY."

**WHEREAS**, DEVELOPER is the owner of certain real property situated in Yellowstone County, Montana, more particularly described as follows:

Lot 18 Nutting Bros 2<sup>nd</sup> Filing and Lots 19-25 Nutting Bros 3<sup>rd</sup> Filing; according to the official plat on file and of record in the office of the Clerk and Recorder of said County, hereinafter referred to as "Developer Tracts" as well as all adjacent public right-of-way.

**WHEREAS**, DEVELOPER has submitted to the City a Petition for Annexation to the City for Developer Tracts; and

**WHEREAS**, DEVELOPER desires to annex Developer Tracts to the City; and

**WHEREAS**, CITY has approved the Petition for Annexation by Resolution No. \_\_\_\_\_ for the Developer Tracts contingent that a Development Agreement be executed between CITY and DEVELOPER to identify required off-site infrastructure improvements and guarantees of those improvements.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. Roads and Access. The Developer Tracts shall be accessible by way of accesses along East 8<sup>th</sup> Street and Yard Office Road. Access locations and all proposed interior roads shall be evaluated and reviewed at the time of

subsequent subdivision review by the CITY. All roads and accesses shall meet City of Laurel standards.

DEVELOPER shall be responsible for widening the north half of East 8<sup>th</sup> Street and the installation of curb, gutter and pedestrian sidewalk along the Developer Tract frontage. DEVELOPER shall be responsible for widening the east half of Yard Office Road and the installation of stormwater facilities and pedestrian sidewalk along the Developer Tract frontage.

2. Sanitary Sewer. Developer Tracts shall be served by existing sanitary sewer main located in the alley between Locust Ave. and Mulberry Ave. DEVELOPER shall be responsible for connecting and extending a low-pressure sanitary sewer system from the Developer Tracts along East 8<sup>th</sup> Street to the existing sewer main at the time of subdivision prior to receiving a building permit for any development. Wastewater system development fees shall be paid by the lot owner and/or developer at the time of connection and shall be based on water service line size.
3. Water. Developer Tracts shall be served by an existing 8-inch water main along East 8<sup>th</sup> Street and Yard Office Road. DEVELOPER shall be responsible for connecting and extending the water system to the interior of the Developer Tracts at the time of subdivision prior to receiving a building permit for any development. Water system development fees shall be paid by the lot owner and/or developer at the time of connection and shall be based on water service line size.
4. Storm Drain. The CITY does not have existing curb and gutter infrastructure along East 8<sup>th</sup> Street or Yard Office Road. Curb and gutter will be installed along East 8<sup>th</sup> Street tying into existing drain ditches at its termination on either end. Storm ditches will be used to manage runoff along Yard Office Road with ditches tying into existing drainage ditches at either end of the frontage. The DEVELOPER shall manage storm drainage within the Developer Tracts in accordance with the City of Laurel and state of Montana Standards. DEVELOPER shall be responsible for constructing storm drain along the Developer Tract frontage of East 8<sup>th</sup> Street and Yard Office Road at the time of subdivision prior to receiving a building permit for any development. Any stormwater improvements completed within the City of Laurel right-of-way shall be reviewed and approved by the City of Laurel prior to construction.

Stormwater from future interior streets included within the boundary of the Developer Tracts will be collected and routed to a stormwater detention area located within the Developer Tracts. Stormwater can be released from the

detention area, at a rate not to exceed the pre-development runoff conditions, into existing City storm drains located in East 8<sup>th</sup> Street and Yard Office Road.

5. Right-of-Way. DEVELOPER shall dedicate 35-feet of right-of-way, measured from the centerline, to create East 8<sup>th</sup> Street right-of-way meeting the 70-foot residential collector width as shown in City Standards. DEVELOPER shall dedicate right-of-way for Eleanor Roosevelt Drive to achieve the 70-foot residential collector width, where possible, to meet City Standards. DEVELOPER shall dedicate 40-foot right-of-way, measured from centerline, along Yard Office Road to provide half of the commercial collector width as shown in City Standards. All right-of-way dedication shall be done either at the time of subdivision of the subject property or prior to issuance of a building permit on any of the subject lots.
6. Future Intersection Contributions. DEVELOPER shall be required to make cash-in-lieu contributions toward the improvement costs associated with the future intersection improvements, as outlined in an approved Traffic Impact Study (TIS) at the time of subsequent subdivision.
7. Late Comers Agreement. For any improvements made to water, sewer, or infrastructure by the DEVELOPER within public right-of-way and dedicated to the CITY, the CITY shall impose a Late Comers Agreement on any other user connecting to said improvements. The DEVELOPER shall be entitled to collect reimbursement of the proportionate share of the improvement costs upon connection by any other user for a period of 7 years. This agreement shall conform to L.M.C. Chapter 12.38.
8. Zoning. The CITY shall provide Residential-Light Multi-Family (RLMF) zoning to Lot 18 of the Nutting Bros Subdivision 2<sup>nd</sup> Filing and Lots 19-24 of the Nutting Bros Subdivision 3<sup>rd</sup> Filing and Community Commercial (CC) to Lot 25 of Nutting Bros Subdivision 3<sup>rd</sup> Filing upon execution of this agreement. Failure to implement zoning shall result in the remaining conditions of the agreement being null and void.
9. Other Public Improvements. For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver filed concurrently herewith, to insure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof.

8. Compliance. Nothing herein shall be deemed to exempt the Developer Tracts from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.
9. Runs with Land. The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
10. Attorney's Fees. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.
11. Amendments and Modifications. Any amendments or modifications of this Agreement shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.



This Agreement is hereby approved and accepted by City of Laurel, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

“CITY”

CITY OF LAUREL, MONTANA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

STATE OF MONTANA     )  
  :SS  
County of Yellowstone     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, and \_\_\_\_\_, known to me to be the Mayor and City Clerk, respectively, of the City of Laurel, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Laurel, Montana.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Printed name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

Upon Recording Please Return to:

City of Laurel  
P.O. Box 10  
Laurel, Montana 59044

### **Waiver of Right to Protest**

FOR VALUABLE CONSIDERATION, the undersigned, being the owner and/or subdivider, in addition to all future owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for the construction of streets, street widening, street maintenance, sidewalks, curb and gutter, sanitary sewer lines, water lines, storm water and drains (either within or outside the area), street lights, street light maintenance, parks and park maintenance, and other improvements incident to the above which the City of Laurel may require.

This Waiver and Agreement is independent from all other agreements and is supported with sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana. Pursuant to *MCA §76-3-608(7)*, this Waiver and Agreement shall expire 20 years after the final subdivision plat is recorded with the Yellowstone County Clerk and Recorder.

The real property hereinabove mentioned is more particularly described as follows:

Lot 18 Nutting Bros 2<sup>nd</sup> Filing and Lots 19-25 Nutting Bros 3<sup>rd</sup> Filing; as well as all adjacent public right-of-way situated in Section 10, T02S, R24E, P.M.M., Yellowstone County, Montana / "Goldberg Sporting Estates"

Signed and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Subdivider/Owner

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MONTANA )

: ss

County of Yellowstone )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of *GOLDBERG INVESTMENTS, LLC*, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

\_\_\_\_\_  
Notary Public in and for the State of Montana

Printed name: \_\_\_\_\_

Residing in \_\_\_\_\_, Montana

My commission expires: \_\_\_\_\_



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

PR: AFFGRP

Ofc: 84 (14079)

**Final Invoice**

To: Tony Golden  
1009 Phil Circle  
Laurel, MT 59044

Invoice No.: 14079 - 841000254

Date: 05/13/2019

Our File No.: 731239

Title Officer: Trina Maurer

Escrow Officer:

Customer ID: TG4

Liability Amounts

Attention:

Your Ref.:

RE: Property:  
Public Park and Yard Office Road, Laurel, MT 59044

Buyers: Yellowstone County

Sellers:

| Description of Charge | Invoice Amount |
|-----------------------|----------------|
| Policy-Owner's Policy | \$150.00       |

**INVOICE TOTAL \$150.00**

Comments:

**Thank you for your business!**

*To assure proper credit, please send a copy of this Invoice and Payment to:  
Attention: Accounts Receivable Department*

# ***GUARANTEE***

Issued by

***First American Title Company***  
***1001 South 24th Street West Ste 200, Billings , MT 59102***  
***Title Officer: Trina Maurer***  
***Phone: (406)248-7877***  
***FAX: (406)248-7875***



*First American Title*

# Guarantee

## Guarantee Face Page

ISSUED BY  
**First American Title Insurance Company**

GUARANTEE NUMBER  
**5010500-731239**



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**First American Title Insurance Company**

Dennis J. Gilmore  
President

Jeffrey S. Robinson  
Secretary

## SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

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

## GUARANTEE CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS.

The following terms when used in the Guarantee mean:

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

### 2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.

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

### 3. NO DUTY TO DEFEND OR PROSECUTE.

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

### 4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.

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

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

## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

### 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate

any liability of the Company under this Guarantee to the Assured for that claim.

### 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay. Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

### 7. DETERMINATION AND EXTENT OF LIABILITY.

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

## GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

Exclusions From Coverage of This Guarantee.

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

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

### 8. LIMITATION OF LIABILITY.

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

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

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

### 10. PAYMENT OF LOSS.

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

### 11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company,

the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

### 12. ARBITRATION.

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

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

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

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

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

### 14. NOTICES, WHERE SENT.

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



*First American Title*

# Guarantee

## Subdivision Guarantee

ISSUED BY

**First American Title Insurance Company**

GUARANTEE NUMBER

**5010500-731239**

Subdivision or Proposed Subdivision: Preliminary Yard Office Road/Public Park

Order No.: 731239

Reference No.:

Fee: \$150.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY GUARANTEES:

Yellowstone County

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

in a sum not exceeding \$5,000.00.

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

**Parcel A:**

**Public Park, of Nutting Brothers Subdivision, Third Filing, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #346313.**

**Parcel B:**

**That part of the S1/2N1/2 of Section 10, Township 2 South, Range 24 East of the Principal Montana Meridian, in Yellowstone County, Montana, described as follows:**

**A 30 foot by 660 foot strip bounded on the West by Lot 25, Nutting Subdivision, Third Filing and Public Park, Nutting Subdivision, Third Filing;**

**Bounded on the East by the North-South Section line between Section 10 and Section 11.**

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

Yellowstone County

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

1. 2019 taxes are an accruing lien, not yet payable.

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

2. 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.
3. Right-of-way granted to Montana Power Company, recorded in Book 71 of n/a, Page 597, under Document #124206.
4. Easement granted to Yellowstone Valley Electrification Association, recorded March 18, 1939 in Book 210 of n/a, page 246, under Document 3336539.
5. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded February 10, 1940, as instrument number Document #346313, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(C).

Date of Guarantee: May 02, 2019 at 7:30 A.M.

**First American Title Company**

By:   
Authorized Countersignature



## Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

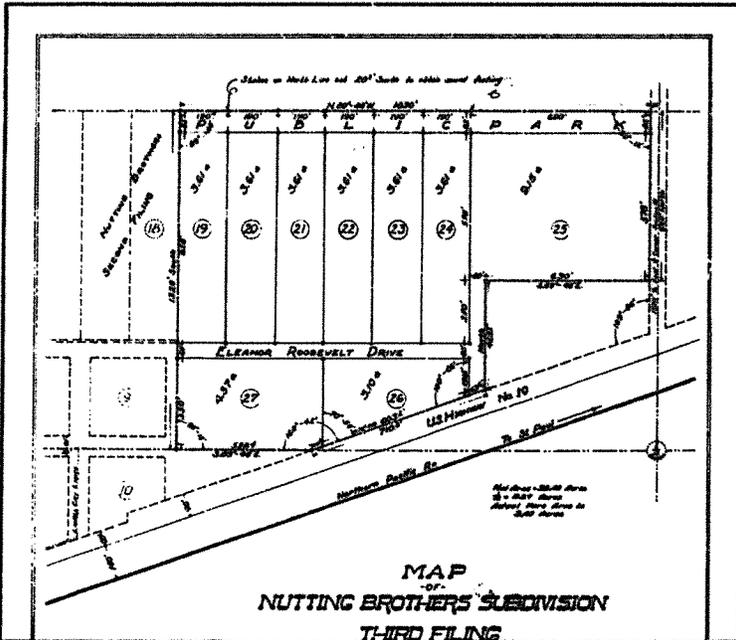
**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

NUTTING BROTHERS SUBDIVISION, THIRD FILING  
NUTTING BROTHERS, a Corporation,  
To The Public  
STATE OF MONTANA,  
COUNTY OF YELLOWSTONE } 22



This is to certify that Nutting Brothers, a corporation, of Laurel, Montana, has caused to be surveyed, subdivided and plotted into lots and highways as shown by the plat and contents of survey herewith annexed, the following described tract of land, to-wit: beginning at a point 1250 feet North and 30 feet West of the quarter corner between Sections 11 and 12, Township 4 South, Range 24 East, MERIDIAN in Yellowstone County, Montana; thence North 89°46' West 1820 feet; thence South 1250 feet; thence South 89°46' East 1250 feet along the E. Section Line; thence North 70°26' East along the Northwesterly boundary line of U.S. Highway No. 10, 700 feet; thence North 89°46' East 1250 feet; thence North 89°46' East 1250 feet to the point of beginning to be known and designated as "NUTTING BROTHERS SUBDIVISION, THIRD FILING" and the land included in all highways shown on said plat are granted and conveyed to the use of the public forever.

NUTTING BROTHERS  
By *B.E. Nutting*  
President  
ATTEST  
*[Signature]*  
Secretary  
STATE OF MONTANA,  
COUNTY OF YELLOWSTONE } 22

On this 11th day of January, 1920, before me, B.L. Price, a Notary Public for the State of Montana, personally appeared B.E. Nutting, known to me to be the president of the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.  
*B.L. Price*  
Notary Public  
STATE OF MONTANA,  
COUNTY OF YELLOWSTONE } 22

This is to certify that I executed the survey of NUTTING BROTHERS SUBDIVISION, THIRD FILING, as shown above and November 24th, 1920, in accordance with the request of the proprietor thereof and in conformity with Chapter 300, Revised Codes of Montana, 1920, and that said plat is strictly in accordance with the work on the ground. In the presence of me and of *[Signature]* the plat by me made is

Subscribed and sworn to before me this 11th day of January 1920  
*[Signature]*  
Notary Public  
STATE OF MONTANA,  
COUNTY OF YELLOWSTONE } 22

I, G.W. Carter, the County Clerk of Yellowstone County, Montana, do hereby certify that I have made examination of the records in my office and find from such examination that the land plotted in the "NUTTING BROTHERS SUBDIVISION, THIRD FILING," as shown on the annexed plat is free of encumbrances.

Subscribed and sworn to before me this 11th day of January, 1920  
County Clerk





the event that said second party fails to so insure said premises and first parties may insure the same and add the amount so paid for insurance to the principal sum due under this contract, which must be paid by said second party and he shall be entitled to a deed as hereinafter stated.

When said first parties shall have paid for said lots, they have the privilege of mortgaging said premises, subject to the terms of this contract, and the party of the second part agrees to assume said mortgage, providing that the interest in the same is stipulated in this agreement.

When said second party has been paid all the sums required by this contract, first parties agree to deliver to him a good and sufficient deed, conveying a good merchantable title to said premises, and also an abstract of title, showing such merchantable title.

In the event that said second party shall fail to make any of the above named payments when due, then upon sixty (60) days' notice in writing to said second party, said first parties may declare this agreement forfeited, and in the event of such forfeiture shall be entitled to retain all sums paid hereunder for rent and for liquidated damages for breach of this agreement. The parties hereto expressly agree that it is impossible to estimate the actual damage \$.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this instrument, this 26th day of July, A. D. 1919,

W. B. Denney

Ada E. Denney,  
Parties of the first part.

W. L. Claflin  
Party of the second part.

SALTWATER MONTANA )  
County of Yellowstone ) ss.

On this 26th day of July, in the year 1919, before me, T. E. Shea, Notary Public in and for said State, personally appeared W. B. Denney, Ada E. Denney and W. L. Claflin, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.



T. E. Shea

Notary Public for — State of Montana,  
Residing at Billings, Montana.  
My commission expires Nov. 28, 1919.

Filed for record this 28th day of July, A. D. 1919, at 9:30 o'clock A. M.

F. E. Williams, County Recorder.

SUZUKA BROTHERS, A MONTANA CORPORATION,

TO RIGHT OF WAY DEED.

THE MONTANA POWER COMPANY.

Noting Bros., a Montana Corporation, in business at Laurel, in the county of Yellowstone, Montana, in consideration of One dollar now paid, grant to The Montana Power Company, a corporation, the right to erect and maintain an electric transmission system and telephone system, over, along and across the following described real prop-

... at a point on the north line between Sec. 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Witness my hand this 15th day of July 1919,

Hutting Brothers, a Montana Corporation  
by H. B. Huttig Pres.

STATE OF MONTANA,  
County of Carbon ss.

On this 15th day of July, in the year 1919, before me, H. A. Logan, a Notary Public in and for the State aforesaid, personally appeared H. B. Huttig known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 15th day of July 1919.

H. A. Logan  
Notary Public for the State of Montana  
residing at Red Lodge, Montana. My commission expires Oct. 10, 1920



Filed for record on this 28th day of July, 1919, at 11:00 o'clock A. M.  
F. E. Williams, County Recorder

Witness my hand and seal of the County of Carbon, Montana, this 15th day of July, 1919.

WARRANTY DEED.

Know all men by these presents, that the said party of the first part, for and in consideration of the sum of One Dollar, currency of the United States of America, to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey, and confirm unto the said party of the second part, and to their heirs and assigns forever, the following described real estate situated in the County of Yellowstone, in the State of Montana, and more particularly described as follows, to-wit:

Section Four (4) of Township One (1) North of Range One (1) East of the Montana Principal Meridian, containing three acres, more or less, and the part thereof lying east of the center line of the said Range One (1) East of the Montana Principal Meridian, and more particularly described as follows, to-wit:

Section Four (4) of Township One (1) North of Range One (1) East of the Montana Principal Meridian, containing three acres, more or less, and the part thereof lying east of the center line of the said Range One (1) East of the Montana Principal Meridian, and more particularly described as follows, to-wit:

Deed Record Book No. 210, Yellowstone County, Montana

(NOTARIAL SEAL)



F. C. Scheidecker
Notary Public for the State of Montana.
Residing at Laurel, Montana.
My commission expires March, 8, 1940.

Filed for record on this 18th day of March, A.D. 1939, at 1:12 o'clock P.M.

By D. G. Backhoff, Deputy.

George G. Osten, County Recorder.

336539

NUTTING BROTHERS CORPORATION
TO
YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION CONVEYANCE OF EASEMENT FOR RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That we, Nutting Brothers Corporation (his) of Laurel, Montana County of Yellowstone and State of Montana, in consideration of the sum of one and no/100 Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, warrant and convey unto the YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION, a corporation, whose Post Office address is Huntley, Montana, and to its successors and assigns, the right, privilege and authority to enter in and upon their lands situated in the County of Yellowstone, State of Montana, and described as follows, to-wit:

Land situated in the S 1/2 of the NE 1/4, Sec. 10, Twp. 2 S., Rge. 24 E. M.P.M. and to erect, construct, operate, replace, repair and to maintain over and across said lands and in or upon all roads, streets or highways abutting or in any way adjoining said property, an electric transmission and distribution line or system in suitable structural form for the transmission and distribution of electric current for any purpose whatsoever, including the right to trim any trees along said lines so as to keep the wires cleared at least 10 feet. This instrument applies to our line as now being constructed and no other.

IN WITNESS WHEREOF, I, we, have hereunto subscribed our, my name ... and seal ... this ..... day of ....., A.D. 1938.

Witnesses:

L. A. Nutting Sec.



Nutting Brothers Corporation .....
By B. E. Nutting
Landowners

STATE OF MONTANA )
County of YELLOWSTONE ) ss.

On this 11th day of March, 1939, before me, the undersigned personally appeared B. E. Nutting, known to me to be the president of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(NOTARIAL SEAL)



Vincent J. De Mers
Notary Public for the State of Montana.
Residing at Huntley, Montana.
My commission expires August 19, 1940.

Filed for record on this 18th day of March, A.D. 1939, at 1:13 o'clock P.M.

By D. G. Backhoff, Deputy.

George G. Osten, County Recorder.

336540

JOHN FOX AND WIFE
TO
YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION CONVEYANCE OF EASEMENT FOR RIGHT OF WAY No. 240
No. 238

KNOW ALL MEN BY THESE PRESENTS:

That we, John Fox and Katrine Fox (his wife, of Laurel, Montana. County of Yellowstone and State of Montana, in consideration of the sum of one and no/100 Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, warrant



# Yellowstone County, Montana

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## Orion Detail

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

[Back to Search Form](#)

[Property Tax Detail](#)

### Owner Information

**Primary Owner:** YELLOWSTONE COUNTY (PARKS)     [Ownership History](#)  
**Tax ID:** D02650  
**Geo Code:** 03-0821-10-2-11-11-0000  
**Property Address:** YARD OFFICE RD LAUREL 59044  
**Legal Description:** NUTTING BROS 2ND FILING, S10, T02 S, R24 E, Lot PARK, ADJ TO LTS 19 TO 25  
 3.544 AC (02) (ANNEX 02)  
**Property Type :** EP - Exempt Property

**Site Data**

[View Codes](#)

|                           |             |                     |   |
|---------------------------|-------------|---------------------|---|
| <b>Neighborhood Code:</b> | 03-0970-7   | <b>Location:</b>    | 5 - Neighborhood or Spot                      |
| <b>Parking type:</b>      | 203.500     | <b>Fronting</b>     | 1 - Major Strip or Central Business District% |
| <b>Utilities:</b>         | 0           | <b>Parking Prox</b> | %   |
| <b>Lot Size:</b>          | 3.544 Acres | <b>Access:</b>      | 1   |
|                           |             | <b>Topography:</b>  | 1   |

Any comments or questions regarding the web site may be directed to the [Web Developer](#).



# Yellowstone County, Montana

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[Full Orion Detail](#)

## Owner Information

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

Tax ID: D02650

### Primary Party

Primary Owner Name: YELLOWSTONE COUNTY (PARKS)

[Ownership History](#)

2019 Mailing Address: YELLOWSTONE COUNTY (PARKS)

PO BOX 35000

BILLINGS, MT 59107-5000

Property Address: YARD OFFICE RD

Township: 02 S Range: 24 E Section: 10

Subdivision: NUTTING BROS 2ND FILING Block: Lot: PARK

Full Legal: NUTTING BROS 2ND FILING, S10, T02 S, R24 E, Lot PARK,  
ADJ TO LTS 19 TO 25 3.544 AC (02) (ANNEX 02)

GeoCode: 03-0821-10-2-11-11-0000

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

### Property Assessment Information

Levy District: LAUREL INSIDE

#### 2018 Assessed Value Summary

Assessed Land Value = \$ 55,444.00

Assessed Building(s) Value = \$ 0.00

Total Assessed Value = \$ 55,444.00

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

### Rural SID Payoff Information

NONE

### Property Tax Billing History

Year 1st Half 2nd Half Total

(P) indicates paid taxes.

Click on year for detail. [Pay Taxes Online](#)

### Jurisdictional Information

Commissioner Dist: 1 - [John Ostlund \(R\)](#)

School Attendance Areas

Senate: 28 - [Tom Richmond \(R\)](#)

High: LAUREL

House: 55 - [Vince Ricci \(R\)](#)

Middle: LAUREL

**Ward:** Outside City Limits      **Elem:** LAUREL  
**Precinct:** 55.4  
**Zoning:** Residential Tracts

[Click Here to view Billings](#)

[Regulations](#)

[Click Here to view Laurel](#) [School District Trustee Links](#)

[Regulations](#)

[Click Here to view](#)

[Broadview Regulations](#)

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CITY HALL  
115 W. 1<sup>ST</sup> ST.  
PUB. WORKS: 628-4796  
WATER OFC.: 628-7431  
COURT: 628-1964  
FAX 628-2241

# City Of Laurel

P.O. Box 10  
Laurel, Montana 59044



Office of the Director of Public  
Works

## Office of Planning

Date: January 7, 2019  
To: Laurel Mayor and City Council  
From: Laurel – Yellowstone City – County Planning Board and Zoning Commission  
Forrest Sanderson, AICP, CFM – Contract Planner  
Re: Annexation Request, Goldberg Investment LLP

### **BACKGROUND:**

On November 13, 2018, an annexation request for Lot 18 Nutting Brothers 2<sup>nd</sup> Filing and Lots 19 – 25 Nutting Brothers 3<sup>rd</sup> Filing in Section 10, Township 2 South, Range 24 East was submitted along with a request for initial zoning. The initial zoning request, which is analyzed in a separate Report is for Residential Limited Multi-Family (RLMF) and Community Commercial (CC).

The Laurel – Yellowstone Planning Board and Zoning Commission did on January 3, 2019 conduct a public hearing on the proposed annexation request.

### **ANALYSIS OF REQUEST**

City Council Resolution #R08-22 (March 4, 2008) and the aforementioned Application Form establishes the criteria and requirements for the annexation of property.

Standard:

1. Only parcels of land adjacent to the City of Laurel will be considered for annexation. If the parcel to be annexed is smaller than one city block in size (2.06 acres), the city council must approve consideration of the request; the applicant must make a separate written request to the city council stating their wish to annex a parcel of land less than one city block in size. Once the council approves the request, the applicant can apply for annexation.

Findings:

- A. The property requested for consideration is adjacent to the existing Laurel city limits;
- B. The property requested for consideration is 32.56 acres in size;
- C. The property owner (Goldberg Investments LLP) owns or has been authorized to submit the annexation petition.;

- D. Should the request for annexation be denied by the City of Laurel the request for initial zoning will not proceed further;
- E. This is the type of comprehensive annexation and initial zoning requests that are desired under the City of Laurel Annexation Policy.
- F. The annexation and initial zoning appears to be consistent with your 2013 Growth Policy. (Infrastructure, Land Use, and Transportation Sections). These sections encourage comprehensive 'big picture' looks at development, growth and the extension of public infrastructure.

**MOVING FORWARD**

- 1. The application adequately addresses the following items as required by Council Policy:
  - a. An extension of City Streets, Water, Sewer, Sidewalks, Storm Water, Curb and Gutter and how the developer/owner intends to pay for these infrastructure extensions;
  - b. An executed waiver of the right to protest the creation of SID's;
  - c. Adequate discussion of the suitability of the proposed zoning for the property to be annexed;
  - d. A notarized signature from the record property owner authorizing the annexation and requested initial zoning;
  - e. Adequate discussion of the subdivision process to create lots that conform to the minimum district requirements and use limitations imposed by the Laurel Zoning Regulations.
- 2. The application did include a fee for the consideration of annexation and zoning.
  - a. The fee is adequate for the application as presented.
- 3. The annexation map, to be prepared at the developers expense shall include all adjacent public rights-of-way

**RECOMMENDATION:**

The request to proceed with annexation of Lot 18 Nutting Brothers 2<sup>nd</sup> Filing and Lots 19 – 25 Nutting Brothers 3<sup>rd</sup> Filing in Section 10, Township 2 South, Range 24 East Subdivision should be APPROVED for the following reasons:

- 1. The annexation request is consistent with the City of Laurel Annexation Policy.
- 2. The requested annexation is consistent with the 2013 Laurel Growth Policy.
- 3. The requested initial zoning for the properties is existing Laurel Zoning classifications.

