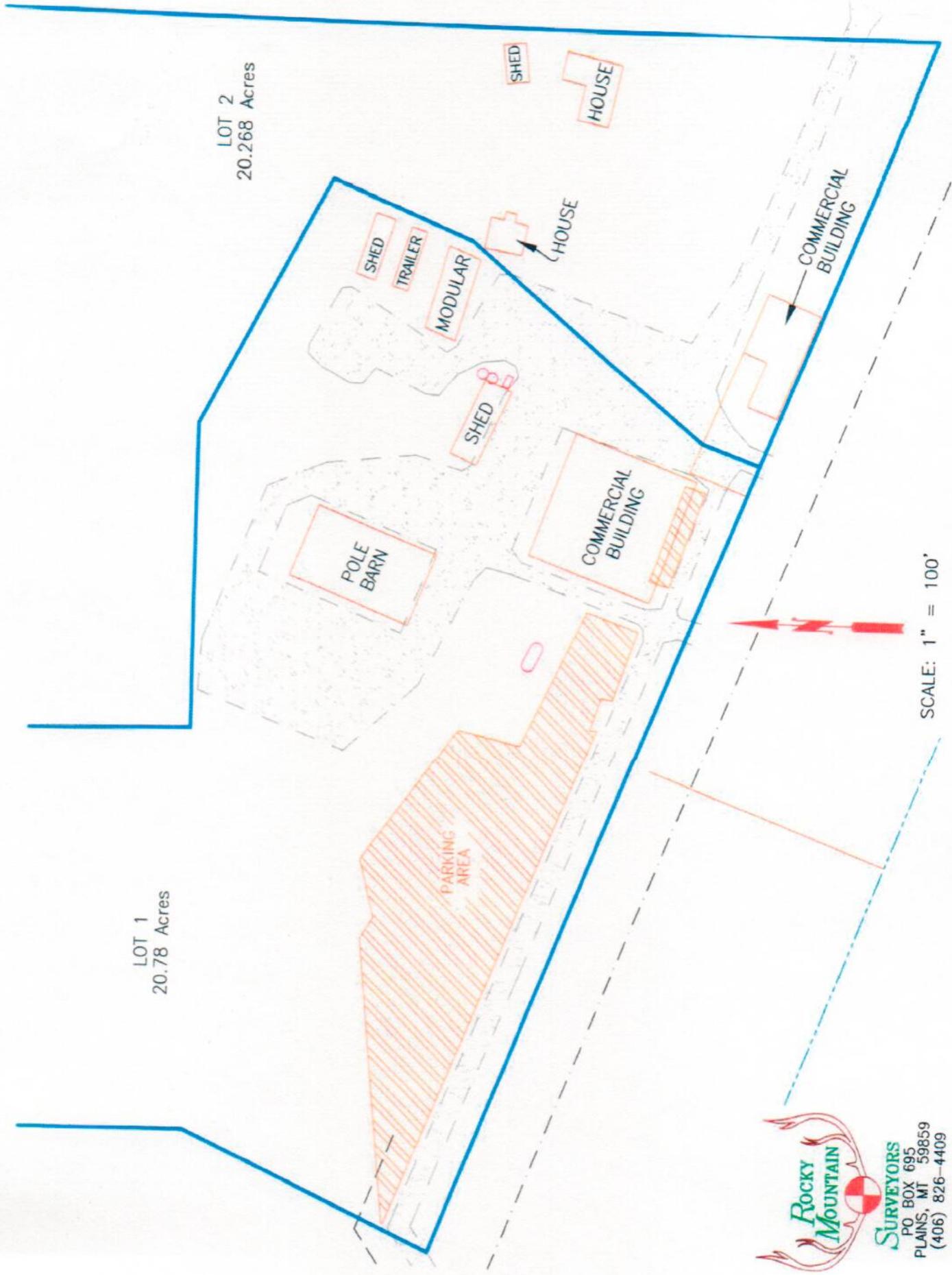


SITE MAP FOR:  
ROUNDHORN MINOR SUBDIVISION



LOT 1  
20.78 Acres

LOT 2  
20.268 Acres

POLE BARN

PARKING AREA

SHED

SHED

TRAILER

MODULAR

HOUSE

SHED

HOUSE

COMMERCIAL BUILDING

COMMERCIAL BUILDING



SCALE: 1" = 100'

**Rocky Mountain**  
**SURVEYORS**  
PO BOX 695  
PLAINS, MT 59859  
(406) 826-4409





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workarounds

RONALD G. WARREN, RLS

P.O. Box 695

Plains, Montana 59859

Phone: 406-826-4409

Fax: 406-826-5795

e-mail: pln4409@blackfoot.net



---

August 20, 2020

Montana Department of Transportation  
Attn: Wayne Dykstra  
72 Little Mill Creek Road  
St. Regis, MT 59866

RE: Roundhorn Minor Subdivision

Dear Sirs or Madam,

Our firm is currently designing a 2-lot minor subdivision located approximately 9.7 miles northwest of Plains on Highway 200 at the old Lawyer's Nursery.

Access to both lots will be off existing approaches from Highway 200.

The proposed lots range in size from 20.26 acres to 20.78 acres. The proposed tracts are greater than 20 acres making them exempt from review by the Department of Environmental Quality.

Both lots will be proposed commercial/residential.

We welcome any concerns or comments you or your Department may have about this proposed development. Please respond in letter form as we are required to submit the individual responses to the Public and Commissioners for their review.

Respectfully,

Kim Kinzie for  
Rocky Mountain Surveyors

Distribution List:

Montana Fish, Wildlife & Parks  
Plains Ranger District  
Thompson Falls School District  
Northwestern Energy  
Montana Department of Revenue  
Thompson Falls Rural Fire

# 2019 REAL Property Tax Statement

Sanders County Treasurer

Nichol Scribner

Po Box 519

Thompson Falls, MT 59873

10/18/19

Tax Payer	Property Description
BROWN JIM 79 HIGH MEADOW RD PLAINS MT 59859	Twn/Rng/Sect 21 /27 /34 AG TR A-1, COS 2919 N OF HWY IN E1/2SW, PLAT D, 41.04 ACRES

Tax Payer 2675  
School District 1R PLAINS RURAL  
Taxable Value 4,581  
Geo Code 3093-34-3-01-10-0000

Tax Description	1st Half	2nd Half	Total Tax	% of Tax	Tax Amount	Mill Levy
LAND	133.17	133.16	266.33			
BLDS & IMPROVEMENTS	866.90	866.88	1,733.78			
SOLID WASTE	80.00	80.00	160.00			
STATE FIRE PROTECTION	9.61	9.60	19.21			
EASTERN SANDERS SOIL	6.30	6.30	12.60			
THOMPSON FALLS RURAL FIR	0.97	0.96	1.93			
PLAINS CITY CO. LIBRARY	36.73	36.72	73.45			
<b>1st Half Due (11/30/19) 1,133.68</b>						
<b>2nd Half Due (05/31/20) 1,133.62</b>						
<b>Total Bill 2,267.30</b>						
<p>***PAY ONLINE*** AT: <a href="http://co.sanders.mt.us/">http://co.sanders.mt.us/</a>                      There is a 3% CONVENIENCE FEE to pay by credit card.                      TREASURER'S PHONE 406-827-6922</p> <p>THIS PROPERTY MAY QUALIFY FOR A PROPERTY TAX ASSISTANCE PROGRAM. Please see the back of this statement for more information.</p>						
<p>Receipt Validation for 1st Half: 1,133.68                      Penalty:                      Interest:                      Total:</p> <p>Receipt Validation for 2nd Half: 1,133.62                      Penalty:                      Interest:                      Total:</p>						
				STATE SCHOOL LEVY 19.19 %	\$435.19	95.000
				DISTRICT SCHOOL LEVY 32.30 %	\$732.41	159.880
				STATE LEVY - UNIVERSI 1.21 %	\$27.49	6.000
				COUNTYWIDE EDUCATION 7.14 %	\$161.98	35.360
				<b>Total School 59.84 %</b>	<b>\$1,357.07</b>	<b>296.240</b>
				County		
				GENERAL FUND 7.76 %	\$176.04	39.430
				ROAD FUND 4.24 %	\$96.16	20.990
				BRIDGE FUND 0.35 %	\$8.02	1.750
				NEED CONTROL 0.40 %	\$9.16	2.000
				COUNTY FAIR 0.61 %	\$13.74	3.000
				AIRPORT FUND 0.26 %	\$5.96	1.300
				LIBRARY FUND 0.30 %	\$6.87	1.500
				COUNTY AMBULANCE 1.21 %	\$27.49	6.000
				SENIOR CITIZENS - LEV 1.09 %	\$24.69	5.390
				PUBLIC SAFETY (LAW EN 8.28 %	\$187.82	41.000
				SRS PERMISSIVE LEVY 0.14 %	\$3.16	0.690
				PERMISSIVE MEDICAL LE 2.55 %	\$57.77	12.610
				SEARCH & RESCUE 0.10 %	\$2.29	0.500
				OFFICE OF EMERGENCY M 0.12 %	\$2.75	0.600
				<b>Total County 27.41 %</b>	<b>\$621.92</b>	<b>135.760</b>
				Other State		
				FOREST FIRE PROTECTIO 0.85 %	\$19.21	
				<b>Total Other Stat 0.85 %</b>	<b>\$19.21</b>	<b>0.000</b>
				Other		
				EASTERN SANDERS CONSE 0.56 %	\$12.60	2.750
				PLAINS CEMETERY 0.93 %	\$21.12	4.610
				THOMS FALLS RURAL FIR 0.09 %	\$1.93	
				PLAINS LIBRARY DIST. 3.24 %	\$73.45	16.550
				<b>Total Other 4.82 %</b>	<b>\$109.10</b>	<b>23.910</b>
				Fees		
				SOLID WASTE 7.06 %	\$160.00	
				<b>Total Fees 7.06 %</b>	<b>\$160.00</b>	<b>0.000</b>
				<b>Total Bill 100.00 %</b>	<b>\$2,267.30</b>	<b>488.910</b>

Total if both halves paid: 2,267.30



Name BROWN JIM  
79 HIGH MEADOW RD  
2675

Due 1,133.68 11/30/19

Return this stub with payment to:  
Sanders County Treasurer  
Nichol Scribner  
Po Box 519  
Thompson Falls, MT 59873

Total if both halves paid: 2,267.30



Name BROWN JIM  
79 HIGH MEADOW RD  
2675

Due 1,133.62 05/31/20

Return this stub with payment to:  
Sanders County Treasurer  
Nichol Scribner  
Po Box 519  
Thompson Falls, MT 59873

Property Record Card

Tax Year 2020 ▾

[Print](#)



Summary

Owners

Appraisals

Appraisal History

*Land being subdivided  
(41.04 acres)*

Tax Year	Land Value	Building Value	Total Value	Method
2020	35666	228340	264006	COST
2019	35666	228340	264006	COST
2018	81821	801360	883181	COST

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Market Land Info

Dwellings

Other Buildings/Improvements

Commercial

Ag/Forest Land

**A. SUBDIVISION PLAT APPLICATION**

**PART I GENERAL DESCRIPTION AND INFORMATION**

1. Name of the proposed subdivision: Roundhorn Minor Subdivision

2. Location (City and/or County): Sanders County

Legal description: 1/4 SW 1/4 of Section 34 Township 21N Range 27W

3. Type of water supply system:

a.  Individual surface water supply from spring

b.  Individual well

c.  Service connection to multiple-family system

d.  Service connection to public system

e.  Extension of public main

f.  New public system

g.  Multiple-family water supply system (3-14 connections and fewer than 25 people)

Subject to the jurisdiction of the public service commission or

exempt from public service commission Explain: \_\_\_\_\_

4. Type of wastewater treatment system:

a.  Individual or shared on-site septic system

b.  Multiple-family on-site system (3-14 connections and fewer than 25 people)

c.  Service connection to multiple-family system

d.  Service connection to public system

e.  Extension of public main

f.  New public system

Subject to the jurisdiction of the public service commission or

exempt from the public service commission Explain: \_\_\_\_\_

5. Descriptive Data:

- a. Number of lots or rental spaces: 2
- b. Total acreage in lots being reviewed: 41.04
- c. Total acreage in streets or roads: \_\_\_\_\_
- d. Total acreage in parks, open space, and/or common facilities: \_\_\_\_\_
- e. TOTAL gross acreage of subdivision: 41.04
- f. Minimum size of lots or spaces: 20.26
- g. Maximum size of lots or spaces: 20.78

6. Indicate the proposed use(s) and number of lots or spaces in each:

- \_\_\_\_\_ Residential, single family
- \_\_\_\_\_ Residential, multiple family
- \_\_\_\_\_ Types of multiple family structures and numbers of each (e.g. duplex)
- \_\_\_\_\_ Planned Unit Development (Number of units \_\_\_\_\_ )
- \_\_\_\_\_ Condominium (Number of units \_\_\_\_\_ )
- \_\_\_\_\_ Mobile Home Subdivision (Number of spaces \_\_\_\_\_ )
- \_\_\_\_\_ Recreational Vehicle Subdivision (Number of spaces \_\_\_\_\_ )
- \_\_\_\_\_ Commercial or Industrial
- 2 Other (please describe) Residential & commercial/

7. Provide the following information regarding the development:

- a. Current land us: Residential & commercial land.
- b. If a tract of land is to be subdivided in phases, an overall development plan indicating the intent for the development of the remainder of the tract.
- c. Drafts of any road maintenance agreement, covenants and restrictions to be included in deeds or contracts for sale.

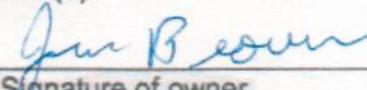
Drafts of homeowners' association bylaws and articles of incorporation, if applicable. (Submitting a draft copy of homeowners' association bylaws and articles of incorporation is adequate for DEQ to initiate and complete its review of sanitary facilities, but a copy of the fully executed documents must be submitted before DEQ can issue final approval.)

**Name, address, and telephone number of designated representative, if any (engineer, surveyor).**

Rocky Mountain Surveyors \_\_\_\_\_ 406-826-4409  
Name Phone

PO Box 695; Plains, MT 59859-0695  
Address (Street or P.O. Box, City, State, Zip Code)

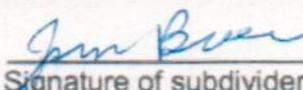
**Name, address, and telephone number of owner(s).**

Jim Brown \_\_\_\_\_   
Name Signature of owner

79 High Meadow Road; Plains, MT 59859  
Address (Street or P.O. Box, City, State, Zip Code)

8-20-20 \_\_\_\_\_ 406-826-3175  
Date Phone

**Name, address, and telephone number of subdivider if different than owner(s).**

\_\_\_\_\_   
Name Signature of subdivider

Address (Street or P.O. Box, City, State, Zip Code)

8-20-20 \_\_\_\_\_ 826-3175  
Date Phone

**OFFICE USE ONLY**

DATE RECEIVE _____
ELEMENT REVIEW COMPLETE _____
SUFFICIENCY REVIEW COMPLETE _____
DECISION DUE _____
AMOUNT DUE _____ AMOUNT RECEIVED _____

**Roundhorn Minor Subdivision  
Preliminary Review Fees**

Preliminary Review Fees: \$300.00 + \$10.00/lot = \$320.00  
Review Surveyor Fee: \$110.00  
Variance Request Fee: \$50.00

***Total Amount Due: \$480.00 (payable to Sanders County Treasurer)***

Subdivision Preliminary Application Check Sheet

Subdivision Name: Round Horn (2 lot)

The subdivider shall submit, to the agent designated by the governing body one (1) copy of the complete subdivision application addressing these topics and containing the following materials, if determined necessary at the pre-application meeting. Once this submittal has been deemed sufficient please submit 5 bound copies *and 1 PDF.*

- A completed and signed Subdivision Application Form with original signature;
- The required review fee;
- A preliminary plat; 18" by 24" or 24" by 36" and if a major subdivision 1-11" by 17"
- A Vicinity Sketch;
- A topographic map;
- A grading and drainage plan;
- Engineering plans for all Public and Private Improvements;
- Overall development plan, if development is in phases;
- Abstract of Title (or Title Report);
- Documentation of legal and physical access;
- Documentation of existing easements, including those for Agricultural Water User Facilities;
- Existing covenants and deed restrictions
- Existing water rights;
- Existing mineral rights;
- Proposed road plans and profiles;
- Proposed easements;
- Proposed disposition of water rights;
- Proposed disposition of mineral rights;
- Parkland dedication calculations;
- Environmental Assessment; (major and subsequent minor subdivisions)
- Summary of Probable Impacts; (minor subdivisions)
- Transportation impact analysis or transportation plan;
- Fire risk rating analysis and fire prevention plan;
- Property owners' association documents, including draft articles of incorporation, declaration and bylaws;
- FIRM or FEMA panel map and letter identifying floodplain status;
- Required water and sanitation information;
- A form of Subdivision Improvements Agreement, if proposed;
- Flood hazard evaluation;
- Letter identifying and proposing mitigation for potential hazards or other adverse impacts as identified in the pre-application meeting and not covered by any of the above required materials; and
- Such additional relevant and reasonable information as identified by the Subdivision Administrator during the pre-application meeting that is pertinent to the required elements of this section.

The following must be submitted within 30 days of preliminary approval:

- Subdivision Noxious Weed Management Application.

The following materials will need to be submitted with the final plat:

- Lien holders' acknowledgement of subdivision, if applicable;
- Encroachment permits from Montana Department of Transportation or the local jurisdiction;
- Inspection of initial treatment of noxious weeds or a Subdivision Improvement Agreement if proposed.





## OWNER'S POLICY OF TITLE INSURANCE

Policy Number **OX 12665792**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

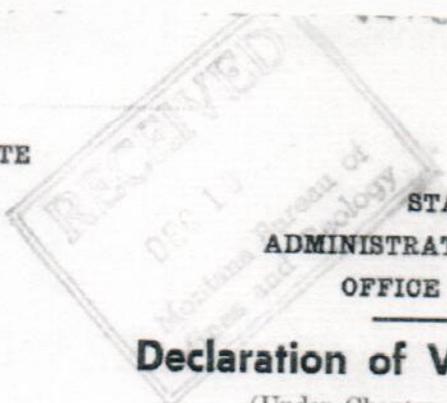
1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal

File No.

089 T 21 R 27 34

TRIPPLICATE

County SANDERS CDAK



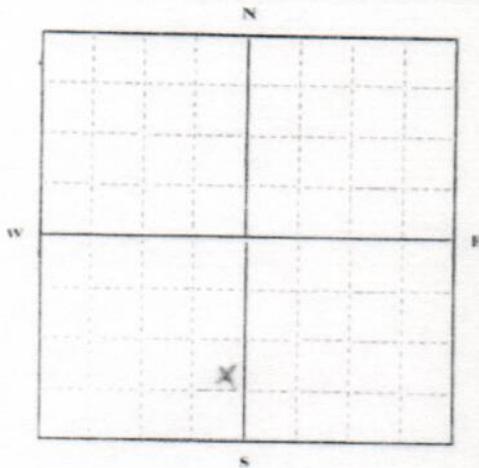
STATE OF MONTANA  
ADMINISTRATOR OF GROUNDWATER CODE  
OFFICE OF STATE ENGINEER

Declaration of Vested Groundwater Rights

(Under Chapter 237, Montana Session Laws, 1961)

1. DAVID A. LAWYER, of STARBUCK PLAINS, (Name of Appropriator) (Address) (Town)

County of SANDERS State of MONTANA have appropriated groundwater according to the Montana laws in effect prior to January 1, 1962, as follows:



1/4 Sec. 34 T. 21 R. 27

Indicate point of appropriation and place of use, if possible. Each small square represents 10 acres.

2. The beneficial use on which the claim is based DOMESTIC AND IRRIGATION

3. Date or approximate date of earliest beneficial use; and how continuous the use has been 1948

CONTINUOUS Since 1948

4. The amount of groundwater claimed (in miner's inches or gallons per minute) 450 GPM

5. If used for irrigation, give the acreage and description of the lands to which water has been applied and name of the owner thereof

6. The means of withdrawing such water from the ground and the location of each well or other means of withdrawal

7. The date of commencement and completion of the construction of the well, wells, or other works for withdrawal of groundwater 1948

8. The depth of water table 50 feet (approximate, varies)

9. So far as it may be available, the type, size and depth of each well or the general specifications of any other works for the withdrawal of groundwater

1 1/2 inch casing down 45 feet

10. The estimated amount of groundwater withdrawn each year 450 GPM (approximate) during wet summer

11. The log of formations encountered in the drilling of each well if available

not available

STATE OF MONTANA - DEPARTMENT OF HIGHWAYS  
HELENA, MONTANA 59601  
DRIVEWAY APPROACH APPLICATION AND PERMIT

To be Filled in by Department of Highways Personnel

F.A. ROUTE NO. Mont. 200 P-6 APPROACH STATION(S) 337+70

DIVISION Kalispell NO. 1220 MILEPOST 66.2

COUNTY Sanders PROJECT FHP 6-A

Recommended by Division Traffic Engineer or Traffic Design Unit T. J. Masters Date 10-2-75 Approved by Field Maintenance Bureau [Signature] Date 10/31/75

APPLICANT (Property Owner)

Name: David A. and Esther M. Lawyer Phone 862-3229

Address: Plains, Montana

herein termed the applicant, requests permission to construct approach(es) described and shown on attached plot plan or plan and profile and hereby made a part of this application.

PROPERTY LINES:

Sta. 316+28 To Sta. 352+40 (X) (Rt.)

DESCRIPTIONS OF APPROACHES:

Private X Public \_\_\_\_\_

Use of Property or Facility Entrance to New Greenhouse Area  
(Residence, Trailer Court, Gas Station, Field Access, Type of Business, etc.)

Type of vehicle to use approach Cars, Tractor-Trailer  
(car, farm vehicles, single unit - tractor-trailer)

Width 24' Flare 25' Side of Roadway North  
(N,E,S,W)

LOCATION:

City or Town 10 miles west of Plains on Mont. 200  
(if rural - direction & approx. distance from nearest city or town)

Street Name, if any: \_\_\_\_\_

DRAINAGE AS DETERMINED BY THE FIELD MAINTENANCE BUREAU

Type CHP Size 18' Length 32'

ROADWAY OR HIGHWAY:

Sight Distance: Left 2000' Right 2000'

Surfacing RMS Width 24'

Dated at Kalispell, Montana, this 31 day of Oct. 19 75

Lawyer Nursery  
David A. Lawyer  
(Signature of Applicant)

(INSTRUCTIONS CONCERNING USE OF THIS FORM)

Applicant will complete and deliver this form in triplicate to the Field Maintenance Bureau serving the area in which the Approach Permit is requested. The Field Maintenance Bureau Personnel, in conjunction with the Division Traffic Engineer, are delegated authority to approve curb cuts, public and private approaches serving businesses, residences, and agricultural uses in rural and urban areas without further consultation if the traffic conditions are not congested. In congested areas, usually urban situations, the Field Maintenance Personnel and Division Traffic Engineer can request the Manager, Traffic Design Unit, Helena, for further technical aid. If this is the case, the approach should be scaled onto existing plan and profile sheets showing the highway right-of-way and sent to Helena.



TCE 112-A  
4/4/74

PERMIT

Subject to the following terms and conditions, the permit applied for upon the reverse side hereof, is hereby granted:

1. TERM. This permit shall be in full force and effect from the date hereof until revoked as herein provided.
2. RENTAL. Rental shall be **None**
3. REVOCATION. This permit may be revoked by State upon giving thirty (30) days notice to Permittee by ordinary mail, directed to the address shown in the application hereto attached, but the State reserves the right to revoke this permit without giving said notice in the event Permittee breaks any of the conditions or terms set forth herein.
4. COMMENCEMENT OF WORK. No work shall be commenced until Permittee notifies Chief - Field Maintenance Bureau, shown in application, when he proposes to commence work.
5. CHANGES IN HIGHWAY. If the State changes the highway, or there are other changes to adjoining streets, alleys, etc. which necessitate alterations in structures or installations installed under this permit, Permittee shall make the necessary alterations at Permittee's sole expense or in accordance with a separate agreement.
6. STATE SAVED HARMLESS FROM CLAIMS. In accepting this permit the Permittee, its/his successors or assigns, agree to protect the State and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used, or manner of installations, maintenance and operation, or by the improper occupancy of said highway right of way, and in case any suit or action is brought against the State and arising out of, or by reason of, any of the above causes, the Permittee, its/his successors or assigns, will upon notice to it/him of the commencement of such action, defend the same at its/his sole cost and expense and satisfy any judgment which may be rendered against the State in any such suit or action.
7. PROTECTION OF TRAFFIC. Insofar as the interests of the State and the travelling public are concerned, all work performed under this permit shall be done under the supervision of the Chief - Field Maintenance Bureau of the Department of Highways and his authorized representatives, and he/they shall indicate barriers to be erected, the lighting thereof at night, placing of flagmen and watchmen, manner in which traffic is to be handled, and shall specify to Permittee how road surface is to be replaced if it is disturbed during operations, but said supervision shall in no way operate to relieve or discharge Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under Section 6 thereof.
8. HIGHWAY DRAINAGE. If the work done under this permit interferes in any way with the drainage of the State Highway effected, Permittee shall, at its/his own expense, make such provisions as the State may direct to take care of said drainage.
9. RUBBISH AND DEBRIS. Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed and the roadway and the roadside left in a neat and presentable condition satisfactory to the State.
10. WORK TO BE SUPERVISED BY STATE. All work contemplated under this permit shall be done under the supervision of and to the satisfaction of the authorized representative of the State, and the State hereby reserves the right to order the change of location or removal of any structure or installation authorized by this permit at any time, said changes or removal to be made at the sole expense of the permittee.
11. STATE'S RIGHT NOT TO BE INTERFERED WITH. All such changes, reconstructing or relocation shall be done by Permittee, in such a manner as will cause the least interference with any of the State's work, and the State shall in no wise be liable for any damage to the Permittee by reason of any such work by the State, its agents, contractors or representatives, or by the exercise of any rights by the State upon the highways by the installations or structures placed under this permit.
12. REMOVAL OF INSTALLATIONS OR STRUCTURES. Unless waived by the State, upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.
13. MAINTENANCE AT EXPENSE OF PERMITTEE. Permittee shall maintain, at its/his sole expense the installations and structures for which this permit is granted, in a condition satisfactory to the State.
14. STATE NOT LIABLE FOR DAMAGE TO INSTALLATIONS. In accepting this permit the Permittee agrees that any damage or injury done to said installations or structures by a contractor working for the State, or by any State employee engaged in construction, alteration, repair, maintenance or improvement of the State Highway, shall be at the sole expense of the Permittee.
15. STATE TO BE REIMBURSED FOR REPAIRING ROADWAY. Upon being billed therefor Permittee agrees to promptly reimburse State for any expense incurred in repairing surface of roadway due to settlement at installation, or for any other damage to roadway as a result of the work performed under this permit.
16. OTHER CONDITIONS AND/OR REMARKS.
  - a. All approach side slopes will be constructed on not less than 6 to 1 slope.
  - b. No private signs or devices, etc., will be constructed or installed within the Highway Right of Way limits.

Dated at Kalispell, Montana, this 31 day of Oct., 1975.

The undersigned, the "Permittee" mentioned in the foregoing instrument, hereby accepts this permit, together with all of the terms and conditions set forth therein.

David L. Murray  
David L. Murray  
Permittee

DEPARTMENT OF HIGHWAYS  
By [Signature]  
Chief - Field Maintenance Bureau

Furthest East

STATE HIGHWAY COMMISSION OF MONTANA  
HELENA, MONTANA

DRIVEWAY APPROACH APPLICATION AND PERMIT

To be Filled in by Highway Department Personnel			
DISTRICT	<u>Missoula</u>	NO. <u>1</u>	F.A. ROUTE NO. <u>Montana 200 Rt. 6</u>
DIVISION	<u>Kalispell</u>	NO. <u>1220</u>	MILEPOST <u>66.2</u> STATION <u>343</u>
COUNTY	<u>Sanders</u>	PROJECT <u>FHP 6-A</u>	
Approved by Traffic Section <u>Paul Lorian</u>		Approved by R/W Division <u>J. P. ...</u>	
Date <u>7-15-71</u>		Date <u>7-11-71</u>	

APPLICANT Name: David A. Lawyer Phone 406-826-3229

Address: Rt. 2, Box 95, Plains, Montana 59859  
herein termed the applicant, requests permission to construct an approach described and as shown on attached sketch or plan and hereby made a part of this application.

DESCRIPTION OF APPROACHES  
Type: Private  
(Commercial, private, public)

Width: 20 Ft. w/10' R.M. side of roadway South  
(N. E. S. W.)

LOCATION  
City or Town \_\_\_\_\_  
Street Name, if any: \_\_\_\_\_

DRAINAGE  
Type none needed Size --- Length ---

ROADWAY OR HIGHWAY  
Surfacing Asphalt Width 24 Ft.  
Proposed Approach Surface Gravel

REMARKS: (Include recommendations of Division or District Engineer)  
Sight distance East and West each over 2000 ft., needed for safety, so we can cross directly into fields with machinery instead of having to do down highway.  
Also employees cross numerous times a day when traffic is heavy in the summer.  
Approach to be lower and sloped away from road to permit proper drainage. Approach slopes to be 6 to 1 slopes on each side.

Dated at Kalispell, Montana, this 25th day of June, 1971

Eather M. Lawyer  
(Signature of Applicant)

(Instructions Concerning Use of This Form)

Applicant will complete and deliver this form in quadruplicate to the Division Engineer serving the area in which the Approach Permit is requested. The Division Engineer will forward with his recommendations all copies to the District Engineer. The District Engineer will forward all copies with his recommendations to the Right of Way Division at Helena for approval. When all copies are approved 3 copies will be returned to the District Engineer for proper distribution.

R/W 112  
8/2/66  
10/20/66

PERMIT

Subject to the following terms and conditions, the permit applied for upon the reverse side hereof, is hereby granted:

1. TERM. This permit shall be in full force and effect from the date hereof until revoked as herein provided.
2. RENTAL. Rental shall be **NONE**.
3. REVOCATION. This permit may be revoked by State upon giving \_\_\_\_\_ days notice to Permittee by ordinary mail, directed to the address shown in the application hereto attached, but the State reserves the right to revoke this permit without giving said notice in the event Permittee breaks any of the conditions or terms set forth herein.
4. COMMENCEMENT OF WORK. No work shall be commenced until Permittee notifies Division Engineer shown in application when he proposes to commence work.
5. CHANGES IN HIGHWAY. If the State changes the highway or, there are other changes to adjoining streets, alleys, etc. which necessitate alterations in structures or installations installed under this permit, Permittee shall make the necessary alterations at Permittee's sole expense or in accordance with a separate agreement.
6. STATE SAVED HARMLESS FROM CLAIMS. In accepting this permit the Permittee, its/his successors or assigns, agree to protect the State and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used, or manner of installations, maintenance and operation, or by the improper occupancy of said highway right of way, and in case any suit or action is brought against the State and arising out of, or by reason of, any of the above causes, the Permittee, its/his successors or assigns, will upon notice to it/him of the commencement of such action, defend the same at its/his sole cost and expense and satisfy any judgment which may be rendered against the State in any such suit or action.
7. PROTECTION OF TRAFFIC. Insofar as the interests of the State and the traveling public are concerned, all work performed under this permit shall be done under the supervision of the Division Engineer of the State Highway Commission and his authorized representatives, and he/they shall indicate barriers to be erected, the lighting thereof at night, placing of flagmen and watchmen, manner in which traffic is to be handled, and shall specify to Permittee how road surface is to be replaced if it is disturbed during operations, but said supervision shall in no way operate to relieve or discharge Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under Section 6 thereof.
8. HIGHWAY DRAINAGE. If the work done under this permit interferes in any way with the drainage of the State highway affected, Permittee shall, at its/his own expense, make such provisions as the State may direct to take care of said drainage.
9. RUBBISH AND DEBRIS. Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed and the roadway and roadside left in a neat and presentable condition satisfactory to the State.
10. WORK TO BE SUPERVISED BY STATE. All work contemplated under this permit shall be done under the supervision of and to the satisfaction of the authorized representative of the State, and the State hereby reserves the right to order the change of location or removal of any structure or installation authorized by this permit at any time, said changes or removal to be made at the sole expense of the Permittee.
11. STATE'S RIGHT NOT TO BE INTERFERED WITH. All such changes, reconstructing or relocation shall be done by Permittee in such a manner as will cause the least interference with any of the State's work, and the State shall in no wise be liable for any damage to the Permittee by reason of any such work by the State, its agents, contractors or representatives, or by the exercise of any rights by the State upon the highways by the installations or structures placed under this permit.
12. REMOVAL OF INSTALLATIONS OR STRUCTURES. Unless waived by the State, upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.
13. MAINTENANCE AT EXPENSE OF PERMITTEE. Permittee shall maintain, at its/his sole expense the installations and structures for which this permit is granted, in a condition satisfactory to the State.
14. STATE NOT LIABLE FOR DAMAGE TO INSTALLATIONS. In accepting this permit the Permittee agrees that any damage or injury done to said installations or structures by a contractor working for the State, or by any State employee engaged in construction, alteration, repair, maintenance or improvement of the State highway, shall be at the sole expense of the Permittee.
15. STATE TO BE REIMBURSED FOR REPAIRING ROADWAY. Upon being billed therefor Permittee agrees to promptly reimburse State for any expense incurred in repairing surface of roadway due to settlement at installation, or for any other damage to roadway as a result of the work performed under this permit.
16. OTHER CONDITIONS AND/OR REMARKS.

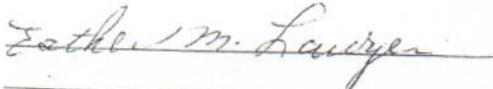
Dated at Kalispell, Montana, this 25th day of June, 19 71.

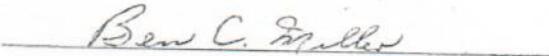
STATE HIGHWAY COMMISSION

The undersigned, the "Permittee" mentioned in the foregoing instrument, hereby accepts this permit, together with all of the terms and conditions set forth therein.

By

  
Division Engineer  
State Highway Commission.

  
Permittee

  
District Engineer  
State Highway Commission

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Missoula, MT 59806

**OFFICIAL USE**

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
<b>Total Postage and Fees</b>	<b>\$4.10</b>

Sent To: Northwestern Energy  
 Street and Apt. No., or PO Box No.: Box 4467  
 City, State, ZIP+4®: Missoula, MT 59806-4467

Postmark Here: 08/27/2020

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Thompson Falls, MT 59873

**OFFICIAL USE**

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
<b>Total Postage and Fees</b>	<b>\$4.10</b>

Sent To: Montana Fish, Wildlife & Parks  
 Street and Apt. No., or PO Box No.: 5427 Montana Highway 200  
 City, State, ZIP+4®: Thompson Falls, MT 59873

Postmark Here: 08/27/2020

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Plains, MT 59859

**OFFICIAL USE**

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
<b>Total Postage and Fees</b>	<b>\$4.10</b>

Sent To: Plains Ranger District  
 Street and Apt. No., or PO Box No.: Box 429  
 City, State, ZIP+4®: Plains, MT 59859-0429

Postmark Here: 08/27/2020

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Saint Regis, MT 59866

**OFFICIAL USE**

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
<b>Total Postage and Fees</b>	<b>\$4.10</b>

Sent To: Montana Dept. of Transportation  
 Street and Apt. No., or PO Box No.: 12 Little Mill Creek Road  
 City, State, ZIP+4®: St. Regis, MT 59866

Postmark Here: 08/27/2020

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Thompson Falls, MT 59873

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.10

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Sent To Montana Department of Revenue  
PO Box 267  
Thompson Falls MT 59873-0267

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Thompson Falls, MT 59873

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.10

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Sent To Thompson Falls Rural Fire District  
PO Box 698  
Thompson Falls MT 59873-0698

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Thompson Falls, MT 59873

Certified Mail Fee \$3.55

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.10

Postmark Here 08/27/2020

Sent To Thompson Falls School District  
206 Haley Avenue  
Thompson Falls, MT 59873

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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**ROUNDHORN MINOR SUBDIVISION**

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**Preliminary Plat**

**Application**

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- A-2..... Preliminary Plat
- A-3..... Google Map
- A-4..... Registered Letters, Receipts & Responses
- A-5..... Tax Information
- A-6..... Montana Cadastral Appraisal Information

**Supplemental Information**

- B-1..... Title Report
- B-2..... Water Rights Information
- B-3..... MDT Approach Permits

SITE MAP FOR:  
ROUNDHORN MINOR SUBDIVISION

LOT 1  
20.78 Acres

LOT 2  
20.268 Acres



**Rocky Mountain**  
**SURVEYORS**  
PO BOX 695  
PLAINS, MT 59859  
(406) 826-4409

SCALE: 1" = 100'

**SUMMARY OF PROBABLE IMPACT  
ROUNDHORN MINRO SUBDIVISION  
BASED ON CRITERIA DESCRIBED IN MONTANA  
CODE ANNOTATED 76-3-606(3)(a)**

Roundhorn Minor Subdivision will have no effect on agriculture as it not prime farmland. It will not have effect on agricultural water user facilities. It will have little additional impact on local services. There will be no effects on historic or natural environment. There will be no effects on wildlife or wildlife habitat. There will be no additional effects on Public Health and Safety.

1. Effects on Agriculture

- a. Is the proposed subdivision or associated improvements located on or near prime farmland or farmland of statewide importance as defined by the Natural Resource Conservation Service? If so, identify each area on a copy of the preliminary plat.  
**The proposed subdivision in not located on prime farmland. It consists of the former Lawyer's Nursery with a commercial and residential buildings on each lot, please refer to Appendix A-1 for a copy of a site map. Please refer to Appendix A-2 for a copy of the preliminary plat map**
- b. Describe whether the subdivision would remove from production any agricultural or timber land.  
**The proposed subdivision won't remove any agricultural or timber land from production. Please refer to Attachment A-3 for a copy of the Google map with the parcel highlighted.**
- c. Describe possible conflicts with nearby agricultural operations (e.g., residential development creating problems for moving livestock, operating farm machinery, maintaining water supplies, controlling weeds or applying pesticides; agricultural operations suffering from vandalism, uncontrolled pets or damaged fences).  
**The development of this proposed subdivision will not create any conflicts with nearby agricultural operations. A weed plan will be submitted. The proposed subdivision is contiguous with existing residential & commercial lots so therefore vandalism should not be a problem.**
- d. Describe possible nuisance problems which may arise from locating a subdivision near agricultural or timber lands.  
**The proposed development does have land to the east and south that could be farmed. It may cause some noise and dust pollution but shouldn't cause any minor delays in traffic.**

- e. Describe effects the subdivision would have on the value of nearby agricultural lands.  
**The proposed subdivision would not have any effects on the value of nearby agricultural land.**

2. Effects on Agricultural Water User Facilities

- a. Describe conflicts the subdivision would create with agricultural water user facilities (e.g. residential development creating problems for operating and maintaining irrigation systems) and whether agricultural water user facilities would be more subject to vandalism or damage because of the subdivision.  
**The proposed subdivision will not create any conflicts with agricultural water user facilities. No operation and maintenance of irrigation systems will be affected. The proposed subdivision is contiguous with existing residential & commercial lots so therefore vandalism should not be a problem. There are no agricultural water systems located near the proposed development.**

- b. Describe possible nuisance problems which the subdivision would generate with regard to agricultural water user facilities (e.g. safety hazards to residents or water problems from irrigation ditches, head gates, siphons, sprinkler systems, or other agricultural water user facilities).  
**There are no agricultural water system located on the proposed subdivision. Therefore, the subdivision will not create any problems with agricultural water systems.**

3. Effects on Local Services

- a. Indicate the proposed use and number of lots or spaces in each:
- 0 Residential, single family
  - 0 Residential, multiple family
  - 0 Types of multiple family structures and number of each (e.g. duplex, 4-plex)
  - 0 Planned unit development (No. of units)
  - 0 Condominium (No. of units)
  - 0 Mobile Home Park
  - 0 Recreational Vehicle Park
  - 0 Commercial or Industrial
  - 2 Other

**The proposed development will consist of 2 lots with each being greater than 20 acres. Each lot will have both residential and commercial buildings. Please refer to Appendix A-1 for a copy of the plat.**

- b. Describe the additional or expanded public services and facilities that would be demanded of local government or special districts to service the subdivision.  
**No public water or sewer is proposed to be extended to these lots. All buildings have existing septic systems and well connections. In the event a septic system or well fails the proper permits will need to be obtained**

from the Sanders County Environmental Health Department prior to start of construction.

- i. Describe additional costs which would result for services such as roads, bridges, law enforcement, parks and recreation, fire protection, water, sewer and solid waste systems, schools or busing, (including additional personnel, construction, and maintenance costs).  
**Additional usage will be minimal. Each lot will access off Montana Highway 200 on the existing permitted approaches. Solid waste will be the responsibility of each lot owner. The owners will need to transport solid waste to the Plains Roll Off Site or contract with a disposal service. There will be a maximum of 2 new students in the Plains School System. Please refer to Appendix A-4 for copies the Departmental letters sent to the requested agencies. No responses have been received at this time.**
  - ii. Who would bear these costs (e.g. all taxpayers within the jurisdictions, people within special taxing districts, or users of a service)?  
**All taxpayers would bear the costs associated with road maintenance. The roll-off site will gain additional tax money from each new home that is built. Any private Disposal Services will be paid by lot owner's that contract with them. The school would be able to collect additional money from the State for each new student that is enrolled.**
  - iii. Can the service providers meet the additional costs given legal or other constraints (e.g. statutory ceilings on mill levies or bonded indebtedness)?  
**The subdivision is low impact so the service providers can meet the additional costs.**
  - iv. Describe off-site costs or costs to other jurisdictions may be incurred (e.g. development of water sources or construction of a sewage treatment plant; costs borne by a nearby municipality).  
**No off-site costs or costs to other jurisdictions should be incurred.**
- c. Describe how the subdivision allows existing services, through expanded use, to operate more efficiently, or make the installation or improvement of services feasible (e.g. allow installation of a central water system, or upgrading a country road).  
**Due to the subdivision being low impact, installation or improvements of services is not feasible.**
- d. What are the present tax revenues received from the unsubdivided land?  
**Taxes received from the un-subdivided land are as follows:**
- i. By the County: **\$2,267.30. (Refer to Appendix A-5 for a copy of the 2019 taxes)**
  - ii. By the municipality: **\$621.92 (Refer to Appendix A-5 for a copy of the 2019 taxes)**
  - iii. By the school(s): **\$1,357.07. (Refer to Appendix A-5 for a copy of the 2019 taxes)**

- e. Provide approximate revenues received by each above taxing authority if the lots are reclassified, and when the lots are all improved and built upon. Describe any other taxes that would be paid by the subdivision and into what funds (e.g. personal property taxes on mobile/manufactured homes are paid into the County general fund).

**According to the Montana Cadastral Mapping General Parcel Information the 2020 Total Final Land Value for 41.04 acres (the parcel being subdivided) is \$35,666 (\$869/acre). A 21.05 acre commercial parcel (a shed manufacturing business with a residential structure), east of Thompson Falls, has an appraised Land Value of \$38,030 (\$1806/acre). A 20.36 acre parcel, with an orchard, south of Paradise, has an appraised Land Value of \$28,249 (\$1387/acre). Please refer to Appendix A-6 for the Cadastral Information referred to.**

- f. Would new taxes generated from the subdivision cover additional public costs?

**New taxes generated from the subdivision would help cover some of the additional public costs.**

- g. How many special improvements districts would be created which would obligate local government fiscally or administratively? Are any bonding plans proposed which would affect the local government's bonded indebtedness?

**No Special Improvement Districts will be created. The Developer will sign an RSID Waiver.**

4. Effects on the Historic or Natural Environment

- a. Describe and locate on a plat overlay or sketch map known or possible historic, paleontological, archaeological or cultural sites, structures, or objects which may be affected by the proposed subdivision.

**There are no known historical, paleontological, archaeological or cultural sites, structures, or objects that will be affected by this proposed subdivision. If historical, paleontological, archaeological or cultural sites are discovered during road or utility construction, all work will cease and the Developer will contact the Montana Historic Preservation Office to determine if the find constitutes a cultural resource and if any mitigation or curation is appropriate.**

- b. How would the subdivision affect surface and groundwater, soils, slopes, vegetation, historical or archaeological features within the subdivision or on adjacent land? Describe plans to protect these sites.

**The proposed subdivision will not affect any surface water. There is no surface water located on the proposed development. Vegetation will not be affected by the proposed development. The subdivision consists of developed dry grass land and steep rocky hillside. There are no known**

**historical or archaeological features located on or adjacent to the proposed subdivision.**

- i. Would any stream banks or lake shorelines be altered, streams rechanneled or any surface water contaminated from sewage treatment systems, run-off carrying sedimentation, or concentration of pesticides or fertilizers?  
**No stream banks or lake shorelines will be altered, streams rechanneled or surface water contaminated from sewage treatment systems, run-off carrying sedimentation or concentration of pesticides or fertilizers.**
- ii. Would groundwater supplies likely be contaminated or depleted as a result of the subdivision?  
**Ground water will not be contaminated or depleted as a result of this subdivision. No replacement or new septic systems or wells can be constructed without approved permits from the Sanders County Environmental Health Department.**
- iii. Would construction of roads or building sites require cuts and fills on steep slopes or cause erosion on unstable, erodible soils. Would soils be contaminated by sewage treatment systems?  
**There are no steep slopes located in the area of the developed area of the proposed subdivision so erosion on unstable, erodible soils is not applicable.**
- iv. Describe the impacts that removal of vegetation would have on soil erosion, bank, or shoreline instability.  
**No new construction is proposed. If there is new construction, then there will be minimal removal of vegetation. The removal of vegetation will not have much impact on soil erosion as any areas disturbed will be reseeded with either crops or a County approved seed mixture. A weed plan will be approved before final plat approval is granted.**
- v. Would the value of significant historical, visual, or open space features be reduced or eliminated?  
**There are no known historical features, visual features will be improved with irrigated lawns and there are no open spaces adjacent to the proposed development.**
- vi. Describe possible natural hazards the subdivision could be subject to (e.g. natural hazards such as flooding, rock, snow or landslides, high winds, severe wildfires, or difficulties such as shallow bedrock, high water table, unstable or expansive soils, or excessive slopes).  
**Based on field observations by the employees of Rocky Mountain Surveyors, there are no known natural hazards such as: rock, snow or landslides, high winds, shallow bedrock, or unstable or expansive or excessive slopes that will affect the development.**
- c. How would the subdivision affect visual features within the subdivision or on adjacent land? Describe efforts to visually blend the proposed development with the existing environment (e.g. use of appropriate

building materials, colors, road design, underground utilities, and revegetation of earthworks).

**The proposed subdivision will be contiguous with the adjacent developed lands. There is no zoning in Sanders County.**

5. Effects on Wildlife and Wildlife Habitat

- a. Describe what impacts the subdivision or associated improvements would have on wildlife areas such as big game wintering range, migration routes, nesting areas, wetlands, or important habitat for rare or endangered species. **Based on field observations by the employees of Rocky Mountain Surveyors there are few wild animals that pass through the proposed development. There was evidence of whitetail deer, mule deer, and bighorn sheep. The occasional bear, lion, wolf, or coyote may pass through the area. Due to the lack of tree cover and the size of the lots, there will be little impact on wildlife. There are no areas of big game wintering range, migration routes, nesting areas, wetlands or important habitat for rare or endangered species.**
- b. Describe the effect that pets, or human activity would have on wildlife. **Human activity and pets will have no additional effect on wildlife.**

6. Effects on Public Health and Safety

- a. Describe any health or safety hazards on or near the subdivision, such as: natural hazards, lack of water, drainage problems, heavy traffic, dilapidated structures, high pressure gas lines, high voltage power lines, or irrigation ditches. These conditions proposed or existing should be accurately described with their origin and location identified on a copy of the preliminary plat. **There are no health safety hazards on or near the subdivision, such as natural hazards, drainage problems, the highway borders the southwest boundary of the proposed development so there is heavy traffic, it is bordered to the east and west sides by private ownership, and to the north by USDA property, there are no known high-pressure gas lines, or irrigation ditches. There are high-voltage power lines that go through the proposed development, please refer to Appendix A-2 for the preliminary plat with the powerlines located.**
- b. Describe how the subdivision would be subject to hazardous conditions due to high voltage lines, airports, highways, railroads, dilapidated structures, high pressure gas lines, irrigation ditches, and adjacent industrial mining uses. **The proposed subdivision will not be affected by airports, dilapidated structures, high pressure gas lines, irrigation ditches or adjacent industrial mining uses as they are none located nearby. Powerlines run through the proposed subdivision and the railroad tracks are located south of the proposed development.**

- c. Describe land uses adjacent to the subdivision and how the subdivision will affect the adjacent land uses. Identify existing uses such as feed lots, processing plants, airports or industrial firms which could be subject to lawsuits or complaints from residents of the subdivision.

**The lands to the east, and west of the proposed subdivision are all privately owned.**

- d. Describe public health or safety hazards, such as dangerous traffic, fire conditions, or contamination of water supplies which would be created by the subdivision.

**The proposed development will not create any public health or safety hazards. The proposed subdivision will not contaminate water supplies if all applicable State, County and local ordinances are followed regarding water and sanitation.**

Property Record Card

Tax Year 2020 v

[Print](#)



Summary

Owners

Appraisals

Appraisal History

21.05 acres  
Shed manufacturing  
lot of Thompson Falls.

Tax Year	Land Value	Building Value	Total Value	Method
2020	38030	745130	783160	COST
2019	38030	745130	783160	COST
2018	42169	708010	750179	COST

Try Cadastral Beta

Print Button  
workarounds

Market Land Info

Dwellings

Other Buildings/Improvements

Commercial

Ag/Forest Land

Property Record Card

Tax Year 2020 v

[Print](#)

*South of Paradise*

Summary

Owners

*20.36 acres*

Appraisals

*(orchard)*

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2020	28249	43560	71809	COST
2019	28249	43560	71809	COST
2018	29075	38250	67325	COST

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Print Button  
workarounds

Market Land Info

Dwellings

Other Buildings/Improvements

Commercial

Ag/Forest Land

**ROUNDHORN MINOR SUBDIVISION  
SUMMARY OF DEVELOPMENT**

Roundhorn Minor Subdivision is a proposed 2 lot subdivision located approximately 9.7 miles northwest of Plains off Montana Highway 200. Both lots proposed are greater than 20 acres making them exempt from review by the Department of Environmental Quality.

Access to each lot will be off existing MDT approved Approach Permits. One approach permit will be updated to state Residential/Commercial access.

Please refer to B-1 for a copy of the Title Report that has been completed for this development.

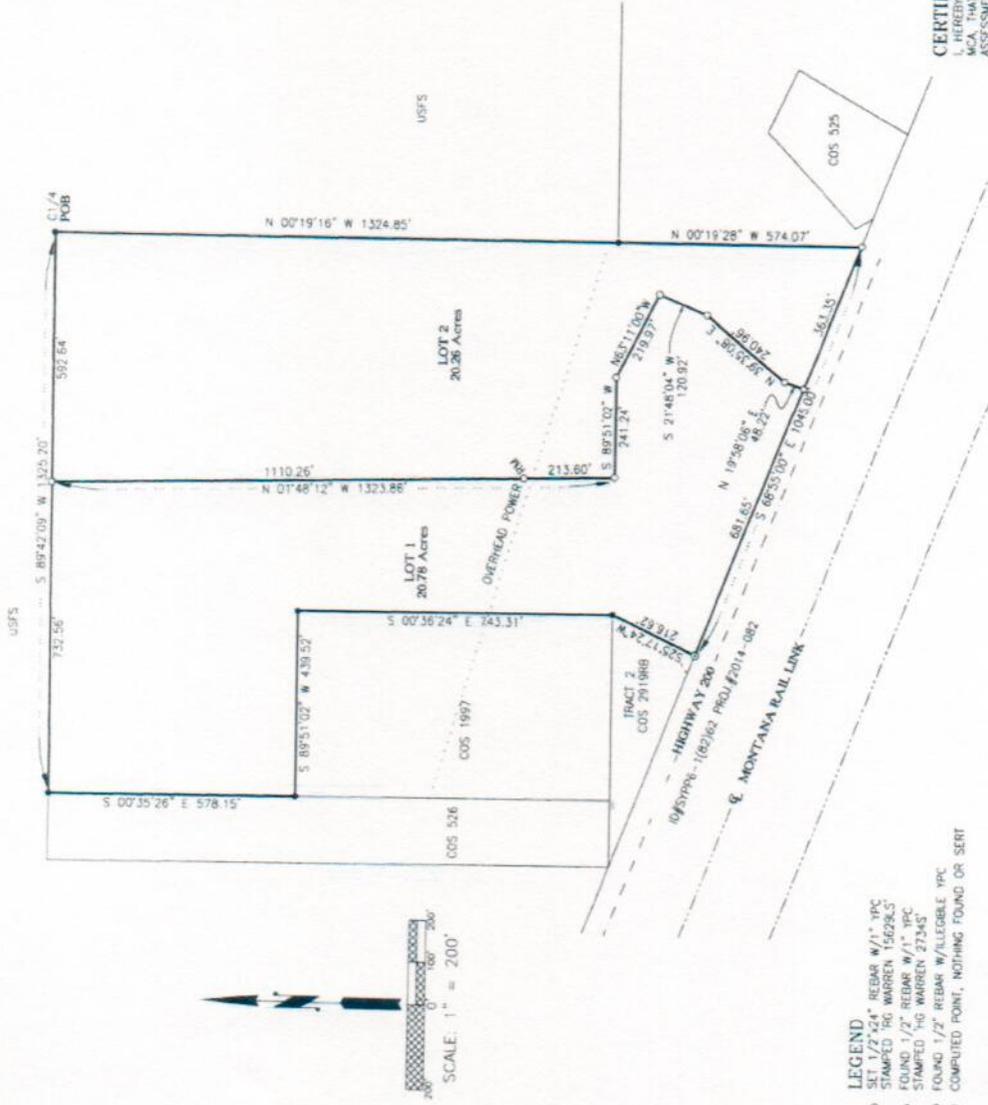
Water rights and mineral rights will not be reviewed as the lots are all greater than 20 acres.

Sanitation, storm drainage and solid waste will not be reviewed as the lots are all greater than 20 acres. If needed, individual lot owners will need to apply for a Septic and Well Permit from the Sanders County Environmental Health Department.

Please refer to the preliminary plat for existing easements.

# ROUNDHORN MINOR SUBDIVISION

Located in a Portion of the NE1/4 SW1/4 & a Portion of the SE1/4 SW1/4 all in SECTION 34, TOWNSHIP 21 NORTH, RANGE 27 WEST, P.M.M., SANDERS COUNTY, MONTANA



- LEGEND**
- SET 1/2" x 24" REBAR W/1" IPC
  - STAMPED 'RG' WARREN 15629LS
  - FOUND 1/2" REBAR W/1" IPC
  - STAMPED 'IG' WARREN 2724S
  - FOUND 1/2" REBAR W/ILLEGIBLE IPC
  - COMPUTED POINT, NOTHING FOUND OR SET

**DATE OF SURVEY** \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**CERTIFICATE of SURVEYOR**

I, RONALD G. WARREN, A LICENSED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE PERSONALLY EXAMINED THE ATTACHED CERTIFICATE OF SURVEY, THAT SUCH SURVEY WAS CONDUCTED UNDER MY SUPERVISION TO MY BEST KNOWLEDGE AND ABILITY, THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN AND THE MONUMENTS FOUND AND SET OCCUPY THE POSITION SHOWN THEREON.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_



RONALD G. WARREN, RLS 15629LS

## CERTIFICATE of DEDICATION - FINAL PLAT

WE, THE UNDERSIGNED PROPERTY OWNERS DO HEREBY CERTIFY THAT LOTS 1 & 2 ARE GREATER THAN 20 ACRES, EXCLUSIVE OF PUBLIC ROADWAYS, AND ARE THEREFORE EXEMPT FROM SANITATION BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO M.C.A. 76-4-102(16). NOTICE PARCELS LESS THAN 160 ACRES AND GREATER THAN 20 ACRES MAY BE SUBJECT TO LOCAL SANITATION REVIEW PER MONTANA SUBDIVISION & PLATING ACT, TITLE 76, CHAPTER 3, M.C.A. WE ALSO CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED, SUBDIVIDED AND PLATTED INTO LOTS AND ROADS AS SHOWN BY THE PLAT HERETO ANNEXED. THE FOLLOWING DESCRIBED LAND IN SANDERS COUNTY, TO-WIT:

## LEGAL DESCRIPTION

A WEELS AND BOUNDS DESCRIPTION OF THE TRACT OF LAND AS SHOWN HEREON AS ROUNDHORN MINOR SUBDIVISION, LOCATED IN A PORTION OF THE NE1/4 SW1/4 AND THE SE1/4 SW1/4 ALL IN SECTION 34, TOWNSHIP 21 NORTH, RANGE 27 WEST, P.M.M., SANDERS COUNTY, MONTANA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER X, CORNER OF SAO SECTION 34 AND THE POINT OF BEGINNING, THENCE S00°19'16"E, 1324.85', THENCE S00°19'28"E, 570.07' TO A POINT WHICH LIES ON THE NORTH BOUNDARY OF MONTANA HIGHWAY 200; THENCE ALONG SAO NORTH-HIGHWAY RIGHT-OF-WAY N68°55'00"W, 945.82', THENCE LEAVING SAO NORTH-HIGHWAY RIGHT-OF-WAY N25°17'24"E, 216.61', THENCE N00°36'24"W, 743.31', THENCE S89°51'02"W, 439.52', THENCE N00°35'26"W, 578.15', THENCE N89°42'09"E, 1323.20' TO THE POINT OF BEGINNING, CONTAINING 41.04 ACRES, BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS, APPARENT OR OF RECORD.

JIM BROWN \_\_\_\_\_ DATE \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME, \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC FOR THE STATE OF MONTANA

## CERTIFICATE of PLAT APPROVAL

THE COUNTY BOARD OF COMMISSIONERS OF SANDERS COUNTY CERTIFIES THAT IT HAS EXAMINED THE SUBDIVISION PLAT AND HAVING FOUND THAT IT CONFORMS TO THE LAW, APPROVES IT.

COMMISSIONER CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

COMMISSIONER \_\_\_\_\_ DATE \_\_\_\_\_

COMMISSIONER AT-LARGE \_\_\_\_\_ DATE \_\_\_\_\_

CLERK & RECORDER \_\_\_\_\_ COUNTY, MONTANA

**CERTIFICATE of EXAMINING SURVEYOR**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

MONTANA EXAMINING LAND SURVEYOR LICENSE No. \_\_\_\_\_

SANDERS COUNTY ENVIRONMENTAL HEALTH DATE \_\_\_\_\_

SANDERS COUNTY PLANNING DEPARTMENT DATE \_\_\_\_\_

## CERTIFICATE of COUNTY TREASURER

I, HEREBY CERTIFY, PURSUANT TO SECTION 76-3-611(1)(3), M.C.A. THAT ALL THE REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE ABOVE DESCRIBED LAND HAVE BEEN PAID.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
TREASURER  
\_\_\_\_\_  
COUNTY, MONTANA

## CERTIFICATE of CLERK & RECORDER

1/4	SEC.	T	R
X	34	21N	27W
X			

SURVEY AT REQUEST OF:  
JIM BROWN  
OWNER OF RECORD  
JIM BROWN

**CERTIFICATE OF SURVEY No.**

SANDERS  
PROFESSIONAL LAND SURVEYORS

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a

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## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

#### **5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant 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 Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### **7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

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

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.  
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under

this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### **9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including 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, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the

- exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

**SCHEDULE A**

**First American Title Company  
1211 Main Street, P O Box 850  
Thompson Falls, MT 59873**

File No.: **710751THF**  
Address Reference: **NHN MT Hwy 200 Plains, MT 59859**

Policy No.: **OX 12665792**

Amount of Insurance: **\$450,500.00**  
Date of Policy: **March 22, 2019 at 1:53 P.M.**

Premium: **\$1,297.50**

1. Name of Insured:

**Jim Brown**

2. The estate or interest in the Land that is insured by this policy is:

**Fee Simple**

3. Title is vested in:

**Jim Brown**

4. The Land referred to in this policy is described as follows:

**PARCEL 1:**

**A tract of land located in a portion of the Southwest Quarter (SW1/4) of Section 34, Township 21 North, Range 27 West, PMM, Sanders County, Montana, and described as: Tract A-1 of Certificate of Survey No. 2919RB.**

**PARCEL 2:**

**A parcel of land located in the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section 34, Township 21 North, Range 27 West, PMM, Sanders County, Montana, more particularly described as that parcel on Certificate of Survey No. 525.**

**SCHEDULE B**

**Policy No.: OX 12665792**

File No. 710751THF

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or rights to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.
8. 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 Sanders 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 Sanders County.

**PARCEL 1**

9. 2019 taxes are an accruing lien, not yet payable.
10. Easement granted to Northwestern Development Co., recorded April 4, 1913 in Book 21 of Deeds, page 96, Sanders County records.
11. Easement granted to Montana Power Co., recorded September 12, 1936 in Book 37 of Deeds, page 177, Sanders County records.
12. Easement granted to Montana Power Co., recorded June 15, 1953 in Book 59 of Deeds, page 169, Sanders County records.

13. Easement granted to parties legally entitled thereto, recorded March 18, 1959 in Book 70 of Deeds, page 272, Sanders County records.
14. Easement granted to parties legally entitled thereto, recorded January 16, 1963 in Book 76 of Deeds, page 1, Sanders County records.
15. Notice of Interest in Improvements on Real Property recorded June 27, 1995, Instrument No. 218046, Micro No. 14287, Sanders County records.
16. Easement granted to Northwestern Corporation d/b/a Northwestern Energy, recorded October 6, 2010 as Instrument No. 285418, Micro no. 70526, Sanders County records.
17. Easement granted to Axmen Propane, Inc., recorded July 6, 2011 as Instrument No. 287761, Micro No. 72465, Sanders County records.
18. Easement granted to Axmen Propane, Inc., recorded November 10, 2011 as Instrument No. 289029, Micro No. 73573, Sanders County records.
19. Easement granted to Sprint Communications Company L.P., recorded May 14, 2012 as Instrument No. 290709, Micro No. 75015, Sanders County records.
20. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Survey recorded December 29, 1976, Certificate of Survey No. 169, Certificate of Survey No. 390, recorded July 23, 1979, Certificate of Survey No. 1997AE, recorded March 19, 1999, Certificate of Survey No. 2567, recorded May 26, 2005, certificate of Survey No. 2625, recorded December 15, 2005, Certificate of Survey No. 2919RB, recorded June 30, 2008, 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).
21. Agricultural Exemption status of Tract A-1 on Certificate of Survey No. 2919RB, Sanders County records.
22. Easement(s) on certificate of survey no. 2625, recorded December 15, 2005 . .
23. Easement(s) disclosed on Sanders County Plats, Sanders County records.

PARCEL 2

24. 2019 taxes are an accruing lien, not yet payable.
25. Easement granted to The Montana Power Company, recorded September 11, 1936 in Book 37 of Deeds, page 168, Sanders County records.
26. Easement granted to County of Sanders, State of Montana, recorded June 16, 1937 in Book 37 of Deeds, page 350, Sanders County records.
27. Easement granted to The Montana Power Company, recorded June 15, 1953 in Book 59 of Deeds, page 170, Sanders County records.
28. Easement granted to parties legally entitled thereto, recorded August 31, 1981 in Book 99 of Deeds, page 135, Sanders County records.
29. Easement granted to parties legally entitled thereto, recorded August 31, 1981 in Book 99 of Deeds, page 136, Sanders County records.

**Who we are**

Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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**What we do**

How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

**Definitions**

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

## Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

## Affiliates Who May be Delivering This Notice

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

STATE OF MONTANA  
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION  
1424 9TH AVENUE P.O. BOX 201601 HELENA, MONTANA 59620-1601

# GENERAL ABSTRACT

**Water Right Number:** 76N 118327-00 STATEMENT OF CLAIM  
**Version:** 1 -- ORIGINAL RIGHT

**Version Status:** ACTIVE

**Owners:** JOHN N LAWYER  
22 WOODS ROSE LN  
PLAINS, MT 59859

**Priority Date:** DECEMBER 31, 1948

**Enforceable Priority Date:** DECEMBER 31, 1948

**Type of Historical Right:** USE

**Purpose (use):** DOMESTIC

**Maximum Flow Rate:** 25.00 GPM

**Maximum Volume:** 6.00 AC-FT

**Households:** 4

**Maximum Acres:** 2.00

**Source Name:** GROUNDWATER

**Source Type:** GROUNDWATER

**Point of Diversion and Means of Diversion:**

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		NESEW	34	21N	27W	SANDERS

**Period of Diversion:** JANUARY 1 TO DECEMBER 31

**Diversion Means:** WELL

**Period of Use:** JANUARY 1 to DECEMBER 31

**Place of Use:**

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	2.00		NESEW	34	21N	27W	SANDERS

**Total:** 2.00

**Geocodes/Valid:** 35-3093-34-3-01-10-0000 - Y

**Remarks:**

THE WATER RIGHTS FOLLOWING THIS STATEMENT ARE ASSOCIATED WHICH MEANS THE RIGHTS SHARE THE SAME OTHER.

68766-00 118327-00

STARTING IN 2008, PERIOD OF DIVERSION WAS ADDED TO MOST CLAIM ABSTRACTS, INCLUDING THIS ONE.

NOTICE OF WATER RIGHT TRANSFER RECEIVED 05/22/97.