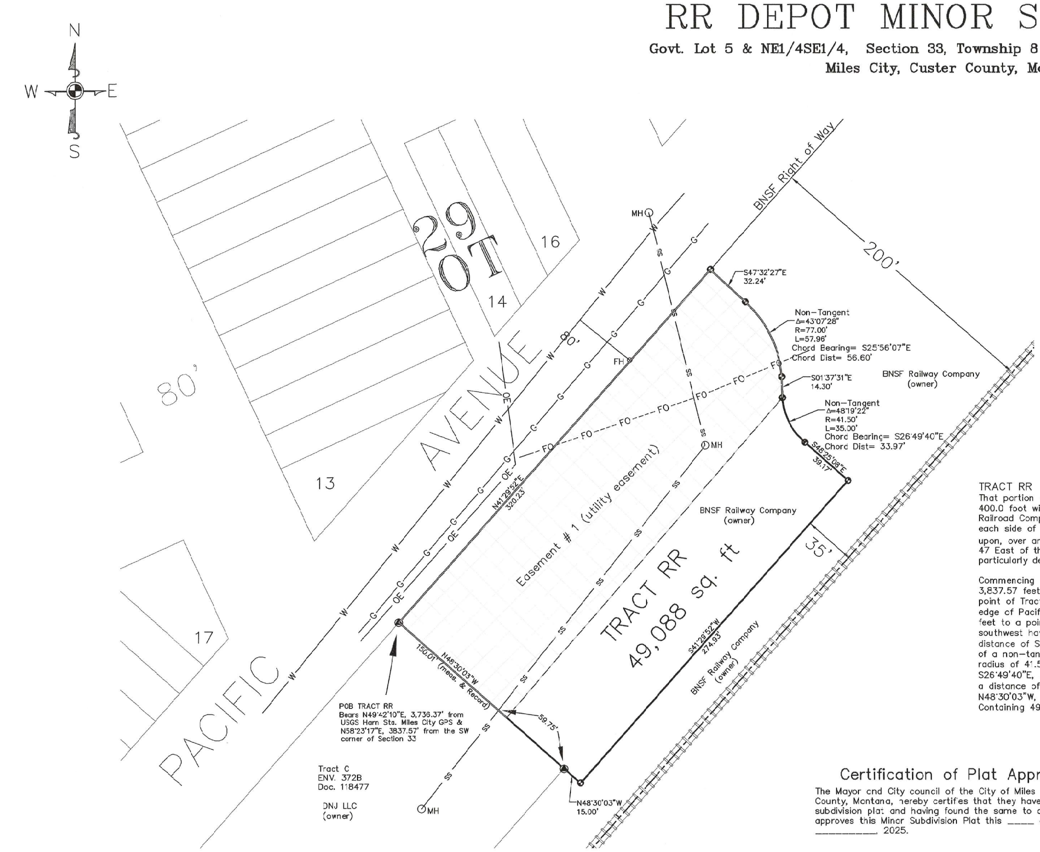
Attachment 1: Final Plat

RR DEPOT MINOR SUBDIVISION

Govt. Lot 5 & NE1/4SE1/4, Section 33, Township 8 North, Range 47 East, P.M.M.
Miles City, Custer County, Montana



Purpose of Survey

We, the undersigned, hereby certify that the purpose of this division of land is to create one parcel under 20 acres from a parcel that is greater than 160 acres.
AND
We, the undersigned, do hereby grant unto the owners, their successors and assigns of Tract C, COS 118477, Env. 372B and Leslie Farms along the west side of Tract D, COS 119503, Env. 378A, the City of Miles City Water and Sewer Department, public & private utility company's and the adjoining BNSF Railroad Company property to the east, a perpetual non-exclusive utility easement across the area designated on this Minor Subdivision Plat as Easement # 1 limited to the existing utilities. No structures shall be place above existing utilities. This easement is deemed to be appurtenant to and for the benefit of Tract C, COS 118477, Env. 372B and Leslie Farms along the west side of Tract D, COS 119503, Env. 378A, the City of Miles City Water & Sewer Department, public & private utility company's and the adjoining BNSF Railroad Company property to the east.
AND
The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph, telecommunications, electric power, gas, cable television, water, or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as 'utility easement' to have and to hold forever

Jason Strouf
Chairman District #1

BNSF Railway Company
By: Cary Hutchings
Its: Director Real Estate

[signature] Faycosh
Commissioner District # 2

Kevin Krausz
Commissioner District # 3

STATE of TEXAS
ss
COUNTY of TARRANT

On this 28th day of May, 2025, before me, a Notary Public in and for the State of TEXAS, personally appeared Cory Hutchings, known to me to be the person who signed the forgoing instrument and who acknowledged to me that he executed the same. Witness my hand and seal the day and year herein above written.

Signature Cathy Tidwell Benton
Printed Name Cathy Tidwell Benton
Notary Public in and for the State of TEXAS
Residing at Weatherford, Texas
My commission expires Feb. 22 2027

CATHY TIDWELL BENTON
Notary ID #5332157
My Commission Expires
February 22, 2027

Metes & Bounds Description

TRACT RR
That portion of the BNSF Railway Company's (formerly Northern Pacific Railway Company) 400.0 foot wide Charter Right of Way at Miles City, Montana, granted to the Northern Pacific Railroad Company under Act of Congress approved July 2, 1864, being 200.0 feet wide on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across Government Lot 5 & NE¼SE¼ of Section 33, Township 8 North, Range 47 East of the Principal Meridian Montana, in Miles City, Custer County, Montana. More particularly described as follows, to wit

Commencing at the southwest corner of said Section 33, thence N58°23'17"E, a distance of 3,837.57 feet to the True Point of Beginning said P.O.B. is common to the most northerly point of Tract C, Env. 372B; thence N41°29'52"E along the BNSF Right of Way line & east edge of Pacific Avenue, a distance of 320.23 feet; thence S47°32'27"E, a distance of 32.24 feet to a point of a non-tangent curve; thence 57.96 feet along the curve concave to the southwest having a radius of 77.00 feet, a delta angle of 43°07'28" and a chord bearing & distance of S25°56'07"E, 56.60 feet; thence S01°37'31"E, a distance of 14.30 feet to a point of a non-tangent curve; thence 35.00 feet along the curve concave to the east having a radius of 41.50 feet, a delta angle of 48°19'22" and a chord bearing & distance of S26°49'40"E, 33.97 feet; thence S48°25'08"E, a distance of 39.17 feet; thence S41°29'52"W, a distance of 274.93 feet; thence N48°30'03"W, a distance of 15.00 feet; thence N48°30'03"W, a distance of 150.01 feet to the POINT OF BEGINNING.
Containing 49,088 sq. ft. more or less.

Certification of Plat Approval

The Mayor and City council of the City of Miles City, Custer County, Montana, hereby certifies that they have examined this subdivision plat and having found the same to conform to law, approves this Minor Subdivision Plat this _____ day of __________, 2025.

____

Certification of Examination

Checked for errors and omissions in drafting and calculations.
On this _____ day of ______________, 2025

____
(Signature)

NOTE:

The Northern Pacific Railway Depot at 500 Pacific Avenue is on the National Register of Historic Places, Site No. 24CR0920 on Feb 19, 2010.

The private sewer line that runs thru the property services the two properties to the west. It is unknown if the RR building to the east connects to this sewer line. The 15' wide private sewer line easement is being created with this minor subdivision plat for the benefit of the two business to the west currently Tilt Works occupying Tract C, COS 118477, Env. 372B and Leslie Farms along the west side of Tract D, COS 119503, Env. 378A.

40 0 40 80
SCALE IN FEET

Certificate of Sanitarian

RR Depot Tract is excluded from sanitation review by the Department of Environmental Quality pursuant to ARM 17.36.605 (2) (b) as a parcel that has a previous approval issued under Title 76, chapter 4, part 1, MCA if: (i) no facilities other than those previously approved exist or will be constructed on the parcel; and (ii) the division of land will not cause approved facilities to deviate from the conditions of approval, in violation of 76-4-130, MCA;

I, Michael Rinaldi, the Registered Sanitarian for the City of Miles City/Custer County Health Board, hereby certify that the survey shown here has been examined and determined to be in compliance with The Montana Sanitation in Subdivisions Act, and applicable A.R.M.

DATED this 3rd day of June, 2025

Michael Rinaldi, RS
Miles City/Custer County Environmental Health Officer

Certificate of Surveyor

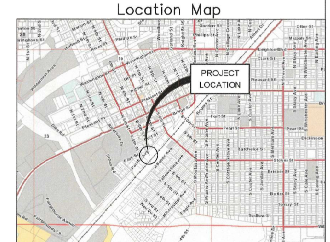
STATE of MONTANA
ss
COUNTY of CUSTER

On the basis of my knowledge, information, and belief, I, Quinn W. Wright, of Miles City, Montana, for Initial point Surveys PLLC, do hereby certify to Custer County and BNSF Railway Company that as a result of a survey made on the ground to the normal standard of care of professional land surveyors practicing in Montana, this plat was prepared from notes taken during that survey concucted in Dec. 2023; that said survey is true and correct as shown and that the monuments found and set are of the character and occupy the positions shown hereon.

Quinn Wright
Initial Point Surveys PLLC
Reg. #61858
by Quinn W. Wright PLS CFedS
Montana Reg. #9334LS
7-27-25 Date
"UNLESS SIGNED, SEALED AND DATED THIS IS A PRELIMINARY PLAT"

MONTANA
QUINN W. WRIGHT
9334LS
PROFESSIONAL LAND SURVEYOR

Location Map



Filed this________day of________,2025 A.D. at______o'clock__m.

____
Custer County Clerk and Recorder
by______________________

Envelope #________Document #________

LEGEND

- ⅝"X24" Long Rebar with Yellow Plastic Cap Stamped "DOWL HKM 7155LS" (Found)
- ⅝"X24" Long Rebar with Yellow Plastic Cap Stamped "9334LS" (Set this Survey)

P.O.B.= Point of Beginning

County Treasurer's Certification

I hereby certify that all real property taxes and special assessments assessed and levied on the land being subdivided have been paid.

[signature]
Custer County Treasurer

BASIS of BEARING

Basis of bearing is true north obtained by GPS observations.
Datum (NAD83, 2011, EPOCH:2010.0000).
coordinates shown are from a Transverse Mercator Projection.
Projection Origin: MILES CITY GPS
Latitude 46°23'46.99516" N, Longitude 105°51'38.93030" W
False Origin: MILES CITY GPS
False Northing 30000.000 ift False Easting 20000.000 ift
Rotation 0°00'00", Projection scale factor of 1.0001146920
Distances shown are surface distance in International feet.
Said origin point, Miles City GPS, lying South 49°42'10" West, 3,736.37 feet from the P.O.B.

Date Drawn: 5/15/2025	Drawn by: Quinn Wright	Checked by:	Project No. 22-13

INITIAL POINT SURVEYS
T1N R1W R1E S36 S31 S1 S6 T1S
2019
9334LS

Quinn W. Wright, PLS, CFedS
Montana Professional Land Surveyor 9334LS
Certified Federal Surveyor No. 1512
initialpointsurveys@gmail.com
cell 406-861-5542
1213 North Center Ave., Miles City, MT 59301

COUNTY of CUSTER
RR DEPOT
MINOR SUBDIVISION PLAT
Govt. Lot 5 & NE¼SE¼ Section 33, Township 8 North, Range 47 East, of the P.M.M.
City of Miles City, MT

Prepared for:
Custer County Commissioners
1010 Main Street, Ste. 22
Miles City, MT 59301

Page
1
of
1

Attachment 2 - 3 pages

FINAL PLAT SUBDIVISION APPLICATION

Miles City Community Services & Planning
17 South 8th Street, P.O. Box 910
Miles City, MT 59301

FOR OFFICIAL USE ONLY	
File No.	
Date Received	

SUBDIVISION NAME: RR Depot Minor Subdivision

RECORD PROPERTY OWNER: BNSF Railway Company Phone: ______

Mailing Address: 2500 Lou Menk Drive
Fort Worth, TX 76131 Email: ______

SUBDIVIDER (if different): Custer County Commissioners Phone: ______

Mailing Address: 1010 Main Street, Suite 22
Miles City, MT 59301 Email: ______

LOCAL AGENT (if using technical assistance): Quinn Wright/ Initial Point Surveys PLLC

Mailing Address: 1213 North Center Ave. Phone: 406-861-9542

Miles City, MT 59301 Email: initialpointsurveys@gmail.com

-attach additional sheets if necessary

DATE OF PRELIMINARY PLAT APPROVAL: Jan 8, 2025 **File No:** ______

PROPERTY INFORMATION:

Location of Project (address or general description): 500 Pacific Ave.

Legal Description: Govt. Lot 5 & NE1/4SE1/4, Section: 33 Township: 8 North, Range: 47 East

Lot(s)/Tract(s) ___ of Subdivision: n/a (name or env. #) OR

Certificate of Survey #: n/a

OR Tax ID or GeoCode: n/a

Parcel Size: 49,088 sq. ft. (indicate acres or square feet)

PARKLAND *(Indicate amount or check if exempt)*

______ Acres on site ______ Acres off site $______ Cash in lieu

x Exempt

FINAL PLAT REQUIREMENTS: Submittal Copies that meet the Uniform Standards for Final Subdivision Plats in ARM 24.183.1107 and as adopted by Section 21-62 of the Miles City Subdivision Regulations.

2 24 x 36 Mylar copies of plat
2 24 x 36 paper copies of plat
1 11x17 copy

Attachments to be submitted with this application (21-14(b)(2)(a), Miles City Code of Ordinances):

_____ Final Plat review fee

_____ A statement outlining how each condition of approval has been satisfied

_____ Title Report or updated Abstract of Title showing ownership *(no older than 30 calendar days prior to the date of submittal of the final plat application)*

_____ A signed, dated and notarized statement from each landowner, if different from the subdivider, and each lien holder or claimant of record consenting to the platting of the subdivision dated no older than 30 calendar days prior to the date of submittal.

_____ Montana DEQ or local sanitarian approval of the subdivision (*or approved exemption(s)).*

_____ Final grading and drainage plan *(include road plans & profiles, State/local encroachment or approach permits, as required)*

_____ All engineering plans

_____ Any property owner association documents, including proposed bylaws, covenants or declarations

_____ A certificate of dedication of public improvements *(on face of plat or as otherwise required).*

_____ Copy of approved state highway permits when a new road or driveway will intersect with a state highway

_____ Description indicating which required improvements have been completed

_____ A subdivision improvements agreement, financial guarantee and supporting documentation securing the future construction all incomplete improvements to be installed *(if applicable)*

_____ City Attorney review of title report. *Note: the subdivision administrator is authorized to provide for the review of the abstract or certificate of title of the land in question by the City Attorney*[1].

_____ Tax certification from the county treasurer certifying that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid[2] *(typically on face of plat).*

I/we understand that the Custer County Clerk & Recorder will require that an examining land surveyor review and certify that the final plat complies with A.R.M 24.183.1101 and 24.183.1107 before recordation. This review fee, as set by the Clerk & Recorder, is a separate fee from the city subdivision review fees.

Chris Danos
Assistant Vice President
Economic Development
Signature of Owner

2/20/25
Date

_ Signature of Owner

Date

_ Signature of Owner

Date

[1] *The subdivision administrator will provide for the review of the abstract or certificate of title to be included in the subdivision documentation.*

[2] *For Applicant Information only. The final plat cannot be recorded until property taxes are paid in full.*

Quinn Wright

Signature of representative who prepared the application

1-15-2025

Date

The above persons certify that the information contained herein and all attachments transmitted herewith are true and accurate to the best of my knowledge. The property owner hereby grants the governing body of Miles City, City staff, any agents of Miles City, and affected agencies permission to enter the subject property to conduct the final plat review.

Attachment 3 - 2 pages

From:	Quinn Wright
To:	joel@geopland.com; Jason Strouf
Subject:	Re: RR Depot Final Plat
Date:	Thursday, August 7, 2025 1:35:55 PM
Attachments:	Conditions letter RE Preliminary conditional approval dated jan 8 2025.docx Final Plat- RR depot 8-7-25.pdf RR DEPOT MSD CUSTERCO RVW22.pdf

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Hello Joel,

Attached is the updated final plat, it has all the signatures, the Clerk & Recorder will sign for the examining land surveyor at time of recording. Attached is his new approval letter. Also attached is a letter which address's the condition in the preliminary plat approval letter dated January 8, 2025.

In your letter dated july 18, 2025 you mention the consent to plat doc must not be older than 30 days prior to the date of submittal.
We are asking that this be waivered, it's almost impossible dealing with the BNSF and their lenders and working on their schedule to meet that requirement.

As far as Doc No. 208760, there is no such document in Custer county Clerk & Records Office as their numbers only go up in the 180,000's. I think it might be 28760, but with the help of the clerk of records we still could not find it. We did find documents during that time period that is filed in a book down in the basement that is completely BNSF stuff. It is about 3 ins thick. It would be a waste of time to copy it.

I'm on my way with the 11"x17" and four 24"x36" copies of the final plat, I'll drop them off at City Hall today.

Thanks
Quinn Wright

From: joel@geopland.com <joel@geopland.com>
Sent: Friday, July 18, 2025 3:17 PM
To: 'Quinn Wright' <initialpointsurveys@gmail.com>
Cc: 'Jason Strouf' <j.strouf@custercountymt.gov>
Subject: RE: RR Depot Final Plat

Hi Quinn,

Please see attached, and let me know if you have any questions or concerns. Have a great weekend.
Thanks!

Joel

From: joel@geopland.com <joel@geopland.com>
Sent: Wednesday, July 9, 2025 2:13 PM
To: 'Quinn Wright' <initialpointsurveys@gmail.com>
Cc: 'Jason Strouf' <j.strouf@custercountymt.gov>
Subject: RE: RR Depot Final Plat

Hi Quinn,

I'll go through the submittal and respond as soon as I can. I've been swamped, as sometimes happens this time of year.

I did happen to notice you did not include "A statement outlining how each condition of approval has been satisfied" as required by the application and subdivision regulations. That's always advisable, as it serves as a checklist for you to make sure each condition is truly satisfied. Anyway, I wanted to give you that heads up before completing my review and writing a review letter.

Thanks!

Joel

From: Quinn Wright <initialpointsurveys@gmail.com>
Sent: Wednesday, July 9, 2025 10:38 AM
To: Joel Nelson <joel@geopland.com>
Cc: Jason Strouf <j.strouf@custercountymt.gov>
Subject: RR Depot Final Plat

Hello Joel,

Attach is what I have for the final plat review, if I'm missing something let me know.
2- Lienholder acknowledge
Examining land surveyor approval
Final Plat, it is sign by the RR, but will need additional sig once approval by city
Updated Title report just got it yesterday

Hopefully we can get this done, it's been a long haul.

Thanks
Quinn

Attachment 4 - 4 pages

Initial Point Surveys, PLLC 8-7-25

Statement outlining conditions

RE: Preliminary Conditional Approval of the Preliminary Plat Application for the RR Depot Minor Subdivision, an Administrative Minor Subdivision Dated Jan 8, 2025

Preliminary approval is subject to the conditions of approval listed below Prior to the final plat being reviewed and approved by City Council, documentation is required to demonstrate the conditions have been met as outlined below.

Conditions:

1. The final plat and plans shall be in substantial compliance with the preliminary plat and plans reviewed and approved by the City of Miles City Subdivision Administrator, except as modified by these conditions. [Sec. 21-14(b)(1) Miles City Subdivision Regulations (MCSR)]

Easement language and Title block edit was added to the Final Plat and has been approved by the examining land surveyor 7/21/25

2. The Subdivider shall comply with all other standards and procedures of the Miles City Subdivision Regulations, which are applicable to this subdivision prior to receiving final plat approval, as well as all conditions and mitigations offered through the application which were not altered or amended during the review process. The Subdivider is hereby informed that any unmet regulations, procedures, offered conditions and mitigations, or provisions that are not specifically listed as conditions of approval, do not, in any way, create a waiver, variance, or other relaxation of the lawful requirements of the Miles City Subdivision Regulations or State law. [This condition will ensure compliance with MCSR and MCA]

3. The approval period for the preliminary plat is three years. All conditions of preliminary approval shall be met within three years or the preliminary plat approval is null and void, unless an extension(s) is requested and agreed to by the governing body. The final subdivision plat must be filed and recorded with the Custer County Clerk and Recorder within the three-year approval period or extended period, if applicable. [76-3-610(1), MCA]

Plat will be filed soon after final approval.

4. The Subdivider and/or landowner shall submit an application for final plat review subject to review and approval by the governing body. [Sec. 21-14(b) MCSR and 76-3-611, MCA]

Application for final plat review has been submitted.

5. The final plat and supplements shall comply with the Uniform Standards for Final Subdivision Plats and shall be reviewed by Custer County's Examining Land Surveyor and Miles City's Subdivision Administrator prior to final approval. [Sec. 21-14(b) MCSR and 76-3-402 and 76- 3-611(2), MCA]

Final Plat has been approved by the examining land surveyor 7/21/25

6. The governing body shall approve the final plat only if it conforms to the conditions of approval set forth on the preliminary plat application and to the terms of the MSPA and MCSR; and if the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid. [76-3-611(1), MCA]

Final Plat has been approved by the county treasurer on 7/22/25

7. The Subdivider shall submit with the final plat a subdivision guarantee issued by an authorized title insurer or its title insurance producer showing the names of the owners of record of the land to be subdivided and the names of lienholders or claimants of record against the land and the written consent to the subdivision by the owners of the land, if other than the subdivider, and any lienholders or claimants of record against the land. The governing body may provide for the review of the subdivision guarantee for the land in question by the City Attorney. [76- 3-612, MCA] 3

An updated subdivision guarantee is included dated

8. The proposed exclusion from sanitation review by the Montana Department of Environmental Quality (DEQ) shall be approved by the sanitarian for the Miles City/Custer County Health Board or DEQ prior to final plat approval. Certification of the local health officer having jurisdiction shall appear on the final plat. [ARM 24.183.1107(3) and 76-4, MCA]

Final Plat has been approved by the sanitarian for the Miles City/Custer County Health Board on 7/22/25- see plat

9. The final plat and any instrument of transfer concerning the parcel shall identify the legal and physical access to the lot created by the subdivision. [76-3-608(3)(d), MCA]

The legal and physical access to the lot from Pacific Ave is shown on the plat.

10. All existing and proposed easements shall be identified as to purpose, dimensions and recipients of the dedication. [MCSR and ARM 24.183.1107]

shown on the final plat.

11. In addition to showing the location of utility easements on the plat with dashed lines, the following statement shall be on the final plat: "The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph, telecommunications, electric power, gas, cable television, water, or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as 'utility easement' to have and to hold forever." [Sec. 21-18(a)(13)(i) MCSR]

shown on the final plat under Purpose of Survey.

12. Future uses of the lot shall be in accordance with the Miles City Zoning Code and consistent with the plans reviewed with the preliminary plat application, unless a variance is granted per the Zoning Code, as applicable, and an amendment is approved by the

governing body. In addition, because the project has only been proposed for the non-residential use allowed by the current General Commercial District regulations and the preliminary plat application did not contemplate residential uses and associated park land dedication requirements, no residential uses are allowed without further review and approval by the City of Miles City and if necessary, DEQ. [Sec. 21-14(b)(11) and Sec. 21-18(a)(16) MCSR]

The plan is to transfer ownership to FW&P to be used as a visitor center.

Attachment 5: Examining Land Surveyor approval of final plat

Carl R. Kluesner PLS KLUESNER SURVEYING AND MAPPING 406-480-4449

MT REG #12447LS P.O. Box 201 / 320 South Main St.

Lima, MT 59739

JULY 21, 2025

ELS REVIEW/APPROVAL

MILES CITY PLANNING OFFICE

ATTN: JOEL NELSON

17 S. 8th ST

MILES CITY, MT 59301

RE: PRELIMINARY PLAT- RR DEPOT MINOR SUBDIVISION-REVISED

Owners: CUSTER COUNTY/BNSF

GOVT LOT 5 & , NE1/4SE1/4, S.33

T.8N., R.47E., PMM

CUSTER COUNTY, MONTANA

I have examined the aforementioned Revised Preliminary Plat of RR DEPOT Minor Subdivision, and find it meets all the criteria set forth in the Montana Subdivision and platting Act, and for Errors and Omissions, and Calculations and Drafting, pursuant to 76-3-611(2)(a), MCA.

Please do not hesitate to contact me with any questions or comments you may have.

Respectfully,

Carl R. Kluesner P.L.S., MT Registration 12447LS

MONTANA PROFESSIONAL LAND SURVEYOR
CARL R. KLUESNER
12447 S
7-21-25
LICENSED

Cc:

QUINN WRIGHT PLS

LINDA CORBETT

First American Title™	Guarantee Face Page
	ISSUED BY **First American Title Insurance Company**
Guarantee	GUARANTEE NUMBER **5010500-0020304e**

Guarantee Face Page

First American Title™

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 30238
Policy #: 5010500-0020304e

Issued By:

Security Abstract & Title Company
510 Main Street; PO Box 1588
Miles City, MT 59301

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

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

GUARANTEE CONDITIONS AND STIPULATIONS

1. **DEFINITION OF TERMS.**
   The following terms when used in the Guarantee mean:
   (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
   (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
   (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   (e) "date": the effective date.
2. **NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.**
   An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
3. **NO DUTY TO DEFEND OR PROSECUTE.**
   The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. **COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.**
   Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final

determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

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

5. **PROOF OF LOSS OR DAMAGE.**

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

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

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

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

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

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

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

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

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

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

7. **DETERMINATION AND EXTENT OF LIABILITY.**

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

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

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

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

10. PAYMENT OF LOSS.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

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

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

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

12. ARBITRATION.

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

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

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

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

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT.

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

First American Title	Subdivision Guarantee
	ISSUED BY **First American Title Insurance Company**
	GUARANTEE NUMBER 5010500-0020304e

File No.: 30238 Fee: $ 150.00

Subdivision or Proposed Subdivision:

RR Depot Tract

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

Custer County, Montana Commissioners and/or Initial Point Surveys

for the purposes of aiding in its compliance with Custer County Subdivision Regulations, in a sum not exceeding $1,000.00

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

A portion of the BNSF Railway Company's (formerly Northern Pacific Railroad Company) 400.00 foot wide railroad right-of-way located in Government Lot 5 and the NE¼SE¼ of Section 33, Township 8 North, Range 47 East, M.P.M., in Custer County, Montana, more particularly described as follows:

Commencing at the southwest corner of said Section 33; thence N 58°23'17" E, a distance of 3,837.57 feet to the True Point of Beginning (said Point of Beginning is common to the most northerly point of Tract C of Certificate of Survey, Document No. 118477, Envelope No. 372B, records of Custer County, Montana); thence N 41°29'52" E along the dividing line between the railroad right-of-way and the easterly edge of Pacific Avenue, a distance of 320.23 feet; thence S 47°32'27" E, a distance of 32.24 feet to a point on a non-tangent curve; thence 57.96 feet along the curve concave to the southeast having a radius of 77.0 feet and a delta angle of 43°07'28"; thence S 01°37'31" E, a distance of 14.30 feet to a point on a non-tangent curve; thence 35.0 feet along the curve concave to the east having a radius of 41.50 feet and a delta angle of 48°19'22"; thence S 48°25'08" E, a distance of 39.17 feet; thence S 41°29'52" W, a distance of 274.95 feet; thence N 48°30'03" W, a distance of 15.0 feet; thence N 48°30'03" W, a distance of 150.01 feet back to the True Point of Beginning.

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

   BNSF RAILWAY COMPANY, a Delaware corporation, formerly Northern Pacific Railroad Company

2) Parties holding liens or encumbrances on the title to said land(s) are:

   a. Morgan Guaranty Trust Company of New York - Corporate Trustee;
   U.S. Bank Trust National Association, formerly First Trust of New York, National Association - Successor Corporate Trustee;
   Jacob M. Ford II - Trustee;
   Bartlett Ford - Successor Trustee to Jacob M. Ford II;
   W. A. Johnson - Successor Trustee to Bartlett Ford and Jacob M. Ford II:
   Laura Roberson - Successor Trustee to Bartlett Ford, Jacob J. Ford II, and W.A. Johnson,

   by and through the following mortgages/indentures:

1. Consolidated Mortgage, dated March 2, 1970, filed for record on March 16, 1970, as Document No. 29920, in Mortgage Book 72, at Page 1, records of Custer County, Montana.
2. Second Supplemental Indenture, dated July 1, 1970, filed for record on April 26, 1971, as Document No. 30514, in Mortgage Book 72, at Page 209, records of Custer County, Montana.
3. Third Supplemental Mortgage, dated April 15, 1971, filed for record on April 26, 1971, as Document No. 31651, in Mortgage Book 72, at Page 221, records of Custer County, Montana.
4. Fourth Supplemental Indenture, dated December 20, 1971, filed for record on February 22, 1972, as Document No. 33146, in Mortgage Book 72, at Page 235, records of Custer County, Montana.
5. Fifth Supplemental Indenture, dated January 15, 1974, filed for record on January 18, 1974, as Document No. 37711, in Mortgage Book 72, at Page 245, records of Custer County, Montana.
6. Eighth Supplemental Indenture, dated March 1, 1979, filed for record on June 1, 1979, as Document No. 54024, in Mortgage Book M-2, at Page 32, records of Custer County, Montana.
7. Ninth Supplemental Indenture, dated August 1, 1980, filed for record on October 15, 1980, as Document No. 58622, in Mortgage Book M-9, at Page 288, records of Custer County, Montana.
8. Thirteenth Supplemental Indenture, dated October 1, 1986, filed for record on October 2, 1987, as Document No. 76641, in Mortgage Book M-40, at Page 943, records of Custer County, Montana.
9. Fourteenth Supplemental Indenture, dated May 15, 1987, filed for record on July 20, 1987, as Document No. 78008, in Mortgage Book M-43, at Page 221, records of Custer County, Montana.
10. Fifteenth Supplemental Indenture, dated November 1, 1987, filed for record on March 31, 1988, as Document No. 79887, in Mortgage Book M-46, at Page 226, records of Custer County, Montana.
11. Seventeenth Supplemental Indenture, dated December 10, 1990, filed for record on March 22, 1991, as Document No. 86707, in Mortgage Book M-57, at Page 162, records of Custer County, Montana.
12. Eighteenth Supplemental Indenture, dated December 10, 1990, filed for record on March 22, 1991, as Document No. 86708, in Mortgage Book M-57, at Page 187, records of Custer County, Montana.
13. Nineteenth Supplemental Indenture, dated December 10, 1990, filed for record on March 22, 1991, as Document No. 86709, in Mortgage Book M-57, at Page 212, records of Custer County, Montana.
14. Twentieth Supplemental Indenture, dated December 10, 1990, filed for record on March 22, 1991, as Document No. 86710, in Mortgage Book M-57, at Page 237, records of Custer County, Montana.
15. Twenty-First Supplemental Indenture, dated December 10, 1990, filed for record on March 22, 1991, as Document No. 86711, in Mortgage Book M-57, at Page 262, records of Custer County, Montana.
16. Twenty-Second Supplemental Indenture, dated December 10, 1990, filed for record on March 22, 1991, as Document No. 86712, in Mortgage Book M-57, at Page 287, records of Custer County, Montana.
17. Twenty-Fourth Supplemental Indenture, dated September 2, 1994, filed for record on December 18, 1995, as Document No. 100943, in Mortgage Book M-81, at Page 286, records of Custer County, Montana.
18. Twenty-Fifth Supplemental Indenture, dated December 31, 1996, filed for record on May 29, 1997, as Document No. 105448, in Mortgage Book M-89, at Page 449, records of Custer County, Montana.
19. Twenty-Sixth Supplemental Indenture, dated May 6, 1999, filed for record on August 6, 2001, as Document No. 118409, records of Custer County, Montana.
20. Twenty-Seventh Supplemental Indenture, dated January 20, 2005, filed for record on June 6, 2005, as Document No. 132145, records of Custer County, Montana.

b. CitiBank, N.A. - Trustee

by and through the following mortgage/indenture:

1. Supplemental Indenture, dated December 31, 1996, filed for record on May 29, 1997, as Document No. 105447, in Mortgage Book M-89, at Page 437, records of Custer County, Montana.

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

Any easement and/or other rights in favor of US SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP (and any successors and/or assigns, if applicable), as disclosed by Easement Agreement, dated August 30, 1991, filed for record on September 16, 1991, as Document No. 88085, in Miscellaneous Book M-59, at Page 485, records of Custer County, Montana.

Any easement and/or other rights in favor of CATELLUS FIBER OPTICS, LLC (and any successors and/or assigns, if applicable), as disclosed by Memorandum of Easement, dated December 30, 1998, filed for record on September 26, 2005, as Document No. 133105, records of Custer County, Montana.

Any easement and/or other rights in favor of AT&T CORP. and AT&T COMMUNICATIONS-EAST, INC. (and any successors and/or assigns, if applicable), as disclosed by Notice of Supplemental Final Order and Judgment, dated September 9, 2009, filed for record on October 21, 2009, as Document No. 146446, records of Custer County, Montana.

Any easement and/or other rights in favor of SPRINT COMMUNICATIONS COMPANY, L.P.(and any successors and/or assigns, if applicable), as disclosed by Easement Deed by Court Order in Settlement of Landowner Action, dated February 10, 2012, filed for record on May 14, 2012, as Document No. 154089, records of Custer County, Montana.

NOTE: Title is also subject to the following matters:

1. All matters, covenants, conditions, restrictions (including attached restrictions, if any restrictions made by the Montana Department of Health and Environmental Sciences, or any similar governing body or agency), easements/rights-of-way, and any rights, interests or claims which may arise by reason thereof, disclosed by the plat/survey filed in the office of the County Clerk and Recorder in and for Custer County, Montana as Document No. 118477, Envelope No. 372B.
2. All terms, conditions, provisions and limitations imposed under any Federal Land Grant Act affecting the railroad right-of-way.
3. Any existence of any reversionary interest, possibility of reverter, power of termination, right of first refusal, or similar interest, of the United States of America, or any other person or entity asserting such right(s) in the former railroad right-of-way.
4. City Ordinance No. 1279, filed for record on December 18, 2014, as Document No. 162222, records of Custer County, Montana, relating to the creation of the Miles City Urban Renewal District and Adoption of an Urban Renewal Plan, including Tax Increment Provision.
5. City Ordinance No. 1294, filed for record on June 26, 2015, as Document No. 163432, records of Custer County, Montana, relating to the creation of the Miles City Urban Renewal District and Adoption of an Urban Renewal Plan, including Tax Increment Provision.

Date of Guarantee: 06/25/2025 at 7:00 A.M.

FIRST AMERICAN TITLE INSURANCE COMPANY
Through Security Abstract & Title Company
PO Box 1588, 510 Main St.
Miles City, MT 59301

By: Mitchell R. Gundlach

Mitchell R. Gundlach, Authorized Signatory

Privacy Notice

Last Updated and Effective Date: December 1, 2024

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at https://www.firstam.com/privacy-policy/, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does **not** apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found here.

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit https://www.firstam.com/privacy-policy/.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit https://www.firstam.com/privacy-policy/.

How Do We Disclose Your Personal Information? We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. To learn more about how we disclose your personal information, please visit https://www.firstam.com/privacy-policy/.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting https://www.firstam.com/privacy-policy/.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Notice: We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.

For California Residents If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit https://www.firstam.com/privacy-policy/.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

SECURITY ABSTRACT & TITLE COMPANY

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~ Complete Title Service ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

For Custer, Carter and Garfield Counties

510 Main Street, P.O. Box 1588

Telephone: 406-234-3415 - Telefax: 406-234-3447

MILES CITY, MONTANA 59301

Old Republic National Title Insurance Company and First American Corporation

And

Security Abstract & Title Company

Privacy Policy

We Are Committed To Safeguarding Customer Information

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

Applicability

This Privacy Policy governs our use of the information, which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source such as information obtained from a public record or from another person or entity. Old Republic National Title Insurance Company and First American Corporation have also adopted broader guidelines, and we have adopted these guidelines that govern our use of personal information, regardless of its source.

Types of Information

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

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

Use of Information

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

Former Customers

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

Confidentiality and Security

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

Attachment 7: Consent to Plat from U.S. Bank

CONSENT TO PLAT

Pursuant to 76-3-612(1), Montana Code Annotated, I, Michelle, Vice President of U.S. Bank, holder of a lien against the property described as part of Lot 5 & NE1/4SE1/4, Section 33, Township 8 North, Range 47 East, Custer County, Montana, to be known as RR Depot Subdivision, said lien being evidenced by instrument of record in Document No. 208760 dated March 17, 1970, records of the Clerk & Recorder's Office of Custer County, Montana, do hereby consent to the platting of said subdivision by the owner(s), BNSF Railroad, to subdivide said land into one (1) lot.

By: Michelle Lee (signature) January 30, 2025

Michelle Lee, Vice President of U.S. Bank

Attachment 8: Consent to Plat from Citibank N.A.

CONSENT TO PLAT

Pursuant to 76-3-61.2(1), Montana Code Annotated, I, Eva Waite, Vice President of Citibank, N.A., soley in its capacity as Trustee under the General Lien Mortgage of Northern Pacific Railway Company, dated November 10, 1896 (as amended and/or supplemented from time to time as of the date hereof, the "General Lien Mortgage"), holder of a lien against the property described as part of Lot 5 & NE1/4SE1/4, Section 33, Township 8 North, Range 47 East Custer County, Montana, to be known as RR Depot Subdivision, said lien being evidenced by instrument of record in Document No. 208760 dated March 17, 1970, records of the Clerk & Recorder's Office of Custer County, Montana, do hereby consent to the platting of said subdivision by the owner(s), BNSF Railway Company, to subdivide said land into one (1) lot.

For the avoidance of doubt, this document is being executed and delivered by Citibank, N.A., soley in its capacity as Trustee under the General Lien Mortgage of Northern Pacific Railway Company, dated November 10, 1896 (as amended and/or supplemented from time to time as of the date hereof), in reliance on the officers' certificate(s) from BNSF Railway Company and opinion of counsel from Chapman and Cutler LLP of even date and Citibank, N.A. (in its various capacities) shall be entitled to conclusively rely upon and enforce each and all of the rights, privileges, immunities, indemnities and benefits of Citibank, N.A. (in its various capacities), provided under the General Lien Mortgage and other documents and agreements referenced or related hereto.

DocuSigned by:

By: ______________________________ (signature) May ____, 2025 5/14/2025

4528BC3BF094478...

Eva Waite as Vice President of Citibank N.A. soley in its capacity as Trustee under the General Lien Mortgage of Northern Pacific Railway Company, dated November 10, 1896 (as amended and/or supplemented from time to time as of the date hereof)

CITY OF MILES CITY

17 S. 8th, P.O. Box 910
Miles City, MT 59301-0910

Telephone: 406-234-3462
Fax: 406-234-2903

August 21, 2025

Joel Nelson
City Planner, City of Miles City
(Sent via email)

Subject: RR DEPOT MINOR SUBDIVISION, FINAL PLAT REVIEW

Dear Joel (and City Council),

I have reviewed the Subdivision Guarantee issued by First American Title pertaining to the RR Depot Minor Subdivision application, and find that it is complete and sufficient. The report describes the property in question, and identifies two lienholders who would be required to consent to the plat being approved.

Both U.S. Bank, and Citibank N.A., the identified lienholders, have submitted both Lienholder Acknowledgments and Consents to Plat in support of the present application. The banks both identify the real property correctly, although there is a persisting document number typo contained in all documents which is known to be a typo, as document numbers are sequential, and the mistyped number does not yet exist. I find this error to be administrative, harmless, not the fault of the parties, and not of concern given the proper identification of the property legal description, acknowledgment of the lien, and confirmation by the subdivision guarantee.

I would recommend that City Council waive the 30-day requirement as to the date of the bank acknowledgments and consents, which is merely a local rule, which does not adequately account for dealing with large entities such as BNSF, U.S. Bank, and Citibank. The documents are validly executed with reliance assurances, and the strict adherence to the local timeliness requirements under the circumstances serves no legitimate purpose.

Please contact me with any additional questions or concerns.

Sincerely,
/s/ *Daniel Z. Rice*
Daniel Z. Rice
City Attorney

CITY OF MILES CITY

PLANNING & COMMUNITY SERVICES

17 S. 8th, P.O. Box 910
Miles City, MT 59301-0910

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January 8, 2025

Board of Custer County Commissioners
1010 Main Street, Suite 22
Miles City, MT 59301

BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, TX 76131

RE: Preliminary Conditional Approval of the Preliminary Plat Application for the RR Depot Minor Subdivision, an Administrative Minor Subdivision

Dear Board of Custer County Commissioners and BNSF Railway Company:

Pursuant to 76-3-609, MCA, as Subdivision Administrator for the City of Miles City, I have granted conditional preliminary approval of the RR Depot Minor Subdivision's preliminary plat application as an "administrative minor subdivision" on behalf of the City of Miles City. The RR Depot Minor Subdivision would create one lot of 49,088 square feet, being Tract RR, located in Gov't Lot 5 & NE ¼ SE ¼ of Section 33 of Township 8 North, Range 47 East, P.M.M., Custer County, Montana; in the City of Miles City. The subdivided tract would be conveyed to Custer County after final plat approval and then subsequently conveyed to the Montana Department of Fish, Wildlife, & Parks (FWP) for use as a visitor center.

This preliminary approval is subject to the conditions of approval listed below. The conditions are based on the attached staff report and findings of fact. After each condition in brackets are the regulations, state rules, and statutes that were used as the basis for the imposition of the conditions.

Prior to the final plat being reviewed and approved by City Council, documentation is required to demonstrate the conditions have been met as outlined below.

Conditions:

1. The final plat and plans shall be in substantial compliance with the preliminary plat and plans reviewed and approved by the City of Miles City Subdivision Administrator, except as modified by these conditions. *[Sec. 21-14(b)(1) Miles City Subdivision Regulations (MCSR)]*

2. The Subdivider shall comply with all other standards and procedures of the Miles City Subdivision Regulations, which are applicable to this subdivision prior to receiving final plat approval, as well as all conditions and mitigations offered through the application which were not altered or amended during the review process. The Subdivider is hereby informed that any unmet regulations, procedures, offered conditions and mitigations, or provisions that are not specifically listed as conditions of approval, do not, in any way, create a waiver, variance, or other relaxation of the lawful requirements of the Miles City Subdivision Regulations or State law. *[This condition will ensure compliance with MCSR and MCA]*

3. The approval period for the preliminary plat is three years. All conditions of preliminary approval shall be met within three years or the preliminary plat approval is null and void, unless an extension(s) is requested and agreed to by the governing body. The final subdivision plat must be filed and recorded with the Custer County Clerk and Recorder within the three-year approval period or extended period, if applicable. *[76-3-610(1), MCA]*

4. The Subdivider and/or landowner shall submit an application for final plat review subject to review and approval by the governing body. *[Sec. 21-14(b) MCSR and 76-3-611, MCA]*

5. The final plat and supplements shall comply with the Uniform Standards for Final Subdivision Plats and shall be reviewed by Custer County's Examining Land Surveyor and Miles City's Subdivision Administrator prior to final approval. *[Sec. 21-14(b) MCSR and 76-3-402 and 76-3-611(2), MCA]*

6. The governing body shall approve the final plat only if it conforms to the conditions of approval set forth on the preliminary plat application and to the terms of the MSPA and MCSR; and if the county treasurer has certified that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid. *[76-3-611(1), MCA]*

7. The Subdivider shall submit with the final plat a subdivision guarantee issued by an authorized title insurer or its title insurance producer showing the names of the owners of record of the land to be subdivided and the names of lienholders or claimants of record against the land and the written consent to the subdivision by the owners of the land, if other than the subdivider, and any lienholders or claimants of record against the land. The governing body may provide for the review of the subdivision guarantee for the land in question by the City Attorney. *[76-3-612, MCA]*

8. The proposed exclusion from sanitation review by the Montana Department of Environmental Quality (DEQ) shall be approved by the sanitarian for the Miles City/Custer County Health Board or DEQ prior to final plat approval. Certification of the local health officer having jurisdiction shall appear on the final plat. *[ARM 24.183.1107(3) and 76-4, MCA]*

9. The final plat and any instrument of transfer concerning the parcel shall identify the legal and physical access to the lot created by the subdivision. *[76-3-608(3)(d), MCA]*

10. All existing and proposed easements shall be identified as to purpose, dimensions and recipients of the dedication. *[MCSR and ARM 24.183.1107]*

11. In addition to showing the location of utility easements on the plat with dashed lines, the following statement shall be on the final plat:
    "The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph, telecommunications, electric power, gas, cable television, water, or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as 'utility easement' to have and to hold forever." [Sec. 21-18(a)(13)(i) MCSR]

12. Future uses of the lot shall be in accordance with the Miles City Zoning Code and consistent with the plans reviewed with the preliminary plat application, unless a variance is granted per the Zoning Code, as applicable, and an amendment is approved by the governing body. In addition, because the project has only been proposed for the non-residential use allowed by the current General Commercial District regulations and the preliminary plat application did not contemplate residential uses and associated park land dedication requirements, no residential uses are allowed without further review and approval by the City of Miles City and if necessary, DEQ. *[Sec. 21-14(b)(11) and Sec. 21-18(a)(16) MCSR]*

This preliminary plat approval is for the creation of one lot to be used in compliance with the Miles City Zoning Code and as contemplated in the subdivision application. Any changes to the approval would require additional review and approval by the City of Miles City.

Sincerely,

Joel Nelson
Contract City Planner and Subdivision Administrator for the City of Miles City
joel@geopland.com
406-261-3021

pc: Quinn Wright PLS
Initial Point Surveys PLLC
1213 North Center Ave.
Miles City, MT 59301

- Per **76-3-609(8)(b), MCA**, "If a party identified in 76-3-625(3) objects to a subdivision administrator's decision to approve, conditionally approve, or deny an administrative minor subdivision, the party may request in writing that the subdivision administrator forward the application on to the governing body. The governing body shall sustain the subdivision administrator's decision based on the record as a whole unless the decision was arbitrary, capricious, or unlawful. The governing body has 15 working days from the receipt of the request to review a decision to approve, conditionally approve, or deny the administrative minor subdivision and make a final determination."

- State law requires the local government to provide information to the subdivider regarding the appeal process for the conditions imposed. Please see 76-3-625 MCA:

76-3-625. Violations -- actions against governing body.

(1) A person who has filed with the governing body an application for a subdivision under this chapter may bring an action in district court to sue the governing body to recover actual damages caused by a final action, decision, or order of the governing body or a regulation adopted pursuant to this chapter within 180 days of the final action, decision, order, or adoption of a regulation. The governing body's decision, based on the record as a whole, must be sustained unless the decision being challenged is arbitrary, capricious, or unlawful.

(2) (a) A party identified in subsection (3) who is aggrieved by a decision of the governing body to approve, conditionally approve, or deny an application and preliminary plat for a proposed subdivision may, within 30 days from the date of the written decision, appeal to the district court in the county in which the property involved is located to challenge the approval, imposition of conditions, or denial of the preliminary plat. (b) A party identified in subsection (3) who is aggrieved by any other final decision of the governing body regarding a subdivision may, within 30 days from the date of the written decision, appeal to the district court in the county in which the property involved is located to challenge the decision. (c) A petition allowed in subsections (2)(a) and (2)(b) must specify the grounds upon which the appeal is made. The governing body's decision, based on the record as a whole, must be sustained unless the decision being challenged is arbitrary,

capricious, or unlawful.

(3) The following parties may appeal under the provisions of subsection (2): (a) the subdivider; (b) a landowner with a property boundary contiguous to the proposed subdivision or a private landowner with property within the county or municipality where the subdivision is proposed if that landowner can show a likelihood of material injury to the landowner's property or its value; (c) the county commissioners of the county where the subdivision is proposed; and (d) (i) a first-class municipality, as described in 7-1-4111, if a subdivision is proposed within 3 miles of its limits; (ii) a second-class municipality, as described in 7-1-4111, if a subdivision is proposed within 2 miles of its limits; and (iii) a third-class municipality or a town, as described in 7-1-4111, if a subdivision is proposed within 1 mile of its limits.

(4) For the purposes of this section, "aggrieved" means a person who can demonstrate a specific personal and legal interest, as distinguished from a general interest, who has been or is likely to be specially and injuriously affected by the decision.