



Preliminary Plat Application

Fee: _____

Subdivision Name: HOMESTEAD SUBDIVISION PHASE II

Date of Preapplication Meeting: 09/10/2024

Type: Major _____ First Minor _____ Subsequent Minor _____ Expedited X

Geo Code: 27-3444-29-4-03-07-0000; 27-3444-29-4-03-02-0000; 27-3444-29-4-03-03-0000; 27-3444-29-4-03-05-0000; 27-3444-29-4-03-06-0000; 27-3444-29-4-03-11-0000; 27-3444-29-4-03-15-0000

Location: NORTH OF HWY 16 ON 14TH AVE NW 685 FEET

Legal Description: S29, T23 N, R59 E, C.O.S. 27-869, PARCELS 1B & 1C; Lots 1, 2, & 3, Block 1; Lots 1 & 2, Block 2 LESS HOMESTEAD SUB PHASE I (FUTURE HOMESTEAD SUB PHASE II)

¼ Section: SE, Township: 23 N, Range: 59 E

General Location: CITY OF SIDNEY, MT. NORTH OF 4TH ST NW AND EAST OF 14TH AVE NW

Subdivider Information:

Name: DONALD STERHAN

Address: 2101 OVERLAND AVENUE

Telephone: 1-406-254-1677 E-mail: dsterhan@cr-builders.com

Owner Information: If different than Subdivider.

Name: MPEG Land Development, LLC

Address: 2101 Overland Ave, Billings, MT 59102-6456

Telephone: +1 (406) 254-1677 Email: dsterhan@cr-builders.com

Plat Data:

Gross Area: 16.29 Acres Net Area: 14.48 Acres Number of Lots: 2

Maximum Lot Size: 11.60 Acres Minimum Lot Size: 2.87 Acres Linear Feet of Streets: 1.507

Existing Zoning: B-2 Surrounding Zoning: B-1 & R-3

North: NA South: B-1 & R-3 East: R-3 West: NA

Existing Land Use: B-2

Proposed Land Use: B-2

Parkland Requirement: N/A

Land: _____ Acres: _____

Cash: _____ Cash: \$ _____

Variances Requested (list and attach Variance Request): N/A

1. _____

2. _____

3. _____

Service Providers for Proposed Subdivision

Gas: MONTANA DAKOTA UTILITIES (MDU)

Electric: MONTANA DAKOTA UTILITIES (MDU)

Telephone: MID-RIVERS/CENTURY LINK

School (Elementary, Middle, High): SIDNEY PUBLIC SCHOOLS (ELEMENTARY/MIDDLE/HIGH)

Irrigation District: LOWER YELLOWSTONE IRRIGATION PROJECT

Cable Television: MID-RIVERS

List of Materials Submitted with Application

1. Existing Plat

2. Subdivision Guarantee

3. Preliminary Plat

4. Summary of Probably Impacts

Agent Information

Name: DONALD STERHAN

Address: 2101 OVERLAND AVENUE

Telephone: 1-406-254-1677 Email: dsterhan@cr-builders.com

I declare that I am the owner of record of the above-described property, and have examined all statements and information contained herein, and all attached exhibits, and to the best of my knowledge and belief, is true and correct.

 D Sterhan 2/5/2025

Owner of Record Date

 D Sterhan 2/5/2025

Owner Under Contract Date

The submission of a preliminary plat application constitutes a grant of permission by the subdivider to enter the subject property.

PHASE II OF THE HOMESTEAD SUBDIVISION

(Being an amended plat of Lot 2, Block 2 of Phase I The Homestead Subdivision, Sidney, Richland County & portions of the SE1/4

LOCATED IN SE 1/4
SECTION 29, T23N, R59E, P.M.M.
CITY OF SIDNEY, RICHLAND COUNTY, MONTANA

CERTIFICATE OF DEDICATION

We, MPEG LAND DEVELOPMENT, LLC., the undersigned property owners, do hereby certify that we have caused to be surveyed, subdivided and platted into lots as shown by the plat hereto annexed, the following described land in the City of Sidney, Richland County, to-wit:

Those portions of the Southeast 1/4 of Section 29, Township 23 North, Range 59 East, P.M.M., Richland County, Montana, described as follows:
BEGINNING at the Northwest Corner of Lot 3 of Block 1 of Phase I The Homestead Subdivision, Richland County, Montana;
Thence northerly along the east ROW of Fourteenth Avenue, N00°21'00"W 398.25 feet to a point on the south line of U.S.B.R. Main Drainage ROW Plat No. 5007A, Thence easterly along the south line of U.S.B.R. Main Drainage ROW Plat No. 5007A, S88°55'52"E 231.10 feet, Thence easterly along the south line of U.S.B.R. Main Drainage ROW Plat No. 5007A, N77°35'26"E 465.61 feet, Thence southerly along the south line of U.S.B.R. Main Drainage ROW Plat No. 5007A, S65°09'57"E 145.61 feet, Thence southerly along the west boundary of Lot 2 Block 2 of Phase I The Homestead Subdivision, S00°21'03"E 429.49 feet to the Northeast corner of Lot 1 Block 1 of Phase I The Homestead Subdivision, Thence westerly along the north boundary of Lots 1, 2 & 3 Block 1 of Phase I The Homestead Subdivision, S89°49'27"W 816.14 feet to the Point of Beginning.

AND Lot 2, Block 2, Final Plat of Phase I The Homestead Subdivision, Records of, City of Sidney, Richland County, Montana.
AND Tract 1C, certificate of survey No 27-869, Records of Richland County, MT, Containing in all 14.80 acres of land, all as shown hereon.
Subject to and together with easements as shown hereon.
Subject to and together with easements of record.

The above described tract of land is to be known and designated as:
PHASE II THE HOMESTEAD SUBDIVISION LOT 2A CITY OF SIDNEY, MONTANA, TRACT 1C OF C. OF S. NO. 27-869.

The undersigned hereby grants unto each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, telegraph, 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.

The undersigned hereby abandons, extinguishes and vacates easements not shown hereon, which were previously depicted within the area shown as "Future Phase II" of the final plat of Phase I The Homestead Subdivision, recorded as document no. 591288, records of Richland County, Montana. This abandonment applies only to easements that were not legally granted prior to this declaration.

We hereby certify that the purpose of this division of (Lot 2A) land is to aggregate parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas. Therefore, this division of land is exempt from review as a subdivision pursuant to Section 76-3-207(1)(f), MCA.

We hereby certify that the tracts are within jurisdictional areas that have adopted growth policies pursuant to Chapter 1 or within first-class or second-class municipalities for which the governing body certifies, pursuant to 76-4-127, that adequate storm water drainage and adequate municipal facilities will be provided to said tracts of land; therefore, these tracts of land are exempt from review by the Department of Environmental Quality pursuant to 76-4-125(1)(d).

MPEG LAND DEVELOPMENT, LLC

BY: Donald J. Sterhan, Managing Member

STATE OF _____)
) : ss.
County of _____)

This instrument was signed and acknowledged before me on _____, 20____,
by Donald J. Sterhan as Managing Member of MPEG LAND DEVELOPMENT, LLC.



CERTIFICATE OF CITY COUNCIL
The Council of the City of Sidney, Montana does hereby certify that it has examined this Amended Plat and, having found the same to conform to law, approves it, and hereby accepts the dedication to public use of any and all lands shown on this plat as being dedicated to such use this:

Dated the _____ day of _____, 2025

RICK NORBY, Mayor _____ JESSICA CHAMBERLIN, City Clerk _____

CITY OF SIDNEY PLANNER

Dated this _____ day of _____, 2025

FORREST SANDERSON _____

CERTIFICATE OF SURVEYOR

I, Robert L. Procive, a Professional Land Surveyor, Licensed in the State of Montana, do hereby certify that the survey shown on the attached document was made by me or under my direct supervision. The field survey was performed in October, 2024, and the monuments found and set are of the character shown hereon.

_____, 2025

Robert L. Procive, PLS
Montana Registration No. 9015 LS

CERTIFICATE OF COUNTY TREASURER

I hereby certify, pursuant to Sec. 76-3-207(3), MCA, that all real property taxes assessed and levied on the land shown hereon have been paid.

Dated the _____ day of _____, 2025

Tax Statement No. _____.

Treasurer, Richland County, Montana.

by, _____.

Envelope No. _____ Sheet 1 of 1



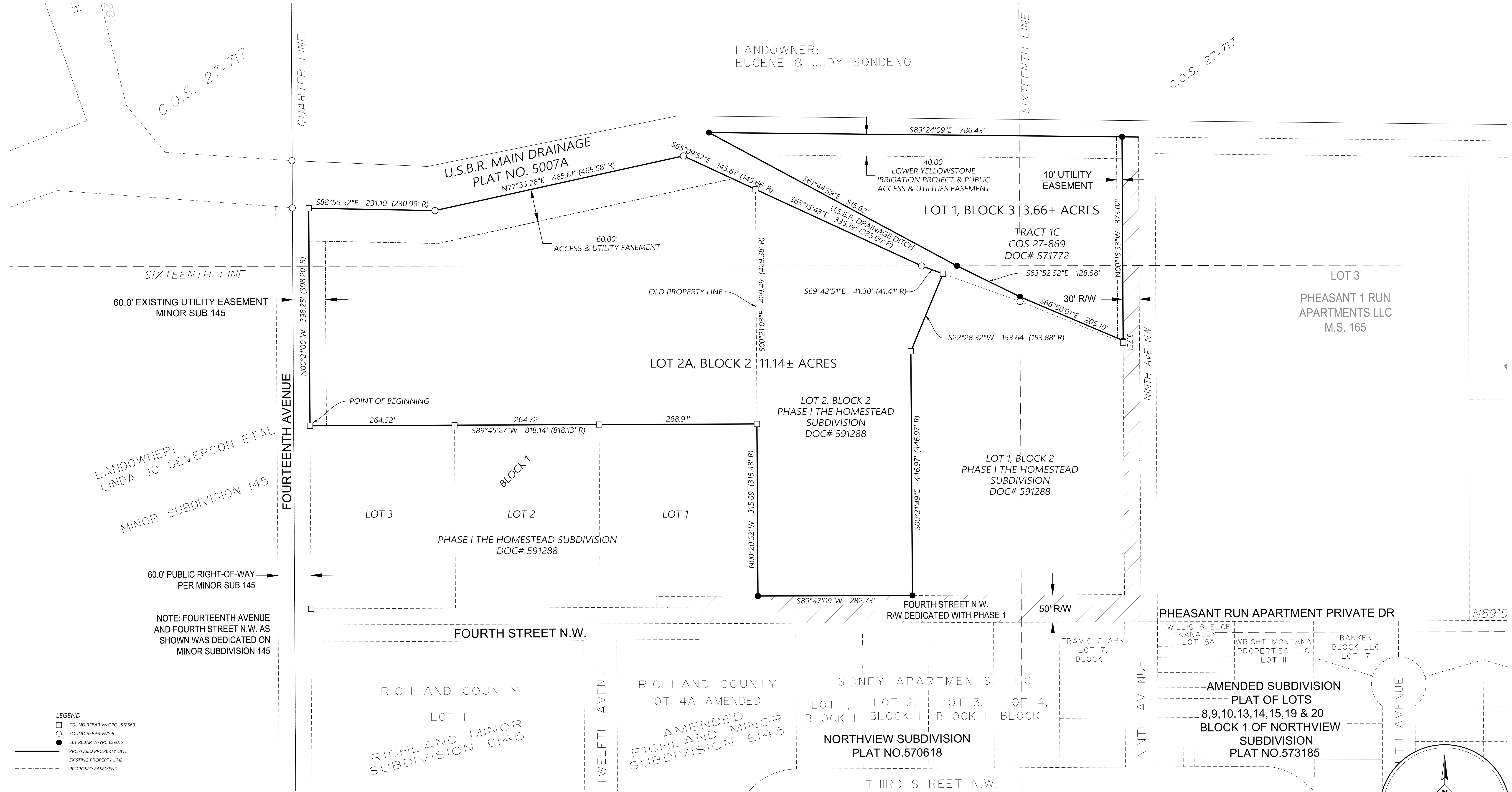
Prepared By:
INTERSTATE ENGINEERING
Professionals You Need, People You Trust.
Interstate Engineering
2177 Lincoln Ave SE
PO Box 648
Sidney, MT 59270
(406) 433.5617
www.interstateeng.com

PHASE II THE HOMESTEAD SUBDIVISION			
OWNER(S):	MPEG Land Development, LLC.		
FOR:	PRELIMINARY PLAT		
PURPOSE:	AGGREGATION & SUBDIVISION		
DRAWN BY:	MDR	SURVEYED BY:	RPL
CHECKED BY:	AK	DESIGNED BY:	###
PROJECT NO:	WR24-09-020	DATE:	11/20/2024

1 OF 2
SHEET NO.

PHASE II OF THE HOMESTEAD SUBDIVISION
 (Being an amended plat of Lot 2, Block 2 of Phase I The Homestead Subdivision, Sidney,
 Richland County & portions of the SE1/4

LOCATED IN SE 1/4
 SECTION 29, T23N, R59E, P.M.M.
 CITY OF SIDNEY, RICHLAND COUNTY, MONTANA



SIXTEENTH LINE

60.0' EXISTING UTILITY EASEMENT
 MINOR SUB 145

LANDOWNER:
 LINDA JO SEVERSON ETAL
 MINOR SUBDIVISION 145

60.0' PUBLIC RIGHT-OF-WAY
 PER MINOR SUB 145

NOTE: FOURTEENTH AVENUE
 AND FOURTH STREET N.W. AS
 SHOWN WAS DEDICATED ON
 MINOR SUBDIVISION 145

LANDOWNER:
 EUGENE & JUDY SONDEÑO

LOT 1, BLOCK 3 3.66± ACRES

TRACT 1C
 COS 27-869
 DOC# 571772

LOT 2A, BLOCK 2 11.14± ACRES

LOT 2, BLOCK 2
 PHASE I THE HOMESTEAD
 SUBDIVISION
 DOC# 591288

LOT 1, BLOCK 2
 PHASE I THE HOMESTEAD
 SUBDIVISION
 DOC# 591288

LOT 3
 PHEASANT 1 RUN
 APARTMENTS LLC
 M.S. 165

RICHLAND COUNTY
 LOT 1
 RICHLAND MINOR
 SUBDIVISION E145

RICHLAND COUNTY
 LOT 4A AMENDED
 AMENDED
 RICHLAND MINOR
 SUBDIVISION E145

SIDNEY APARTMENTS, LLC
 LOT 1, LOT 2, LOT 3, LOT 4,
 BLOCK 1 BLOCK 1 BLOCK 1 BLOCK 1
 NORTHVIEW SUBDIVISION
 PLAT NO.570618

PHEASANT RUN APARTMENT PRIVATE DR
 WILLIS & ELCE
 KANALEY
 LOT 8A
 WRIGHT MONTANA
 PROPERTIES LLC
 LOT II
 BAKKEN
 BLOCK LLC
 LOT 17
 AMENDED SUBDIVISION
 PLAT OF LOTS
 8,9,10,13,14,15,19 & 20
 BLOCK 1 OF NORTHVIEW
 SUBDIVISION
 PLAT NO.573185

- LEGEND**
- FOUND REBAR W/CPC LS12669
 - FOUND REBAR W/YPC
 - SET REBAR W/YPC LS9015
 - PROPOSED PROPERTY LINE
 - - - EXISTING PROPERTY LINE
 - - - PROPOSED EASEMENT

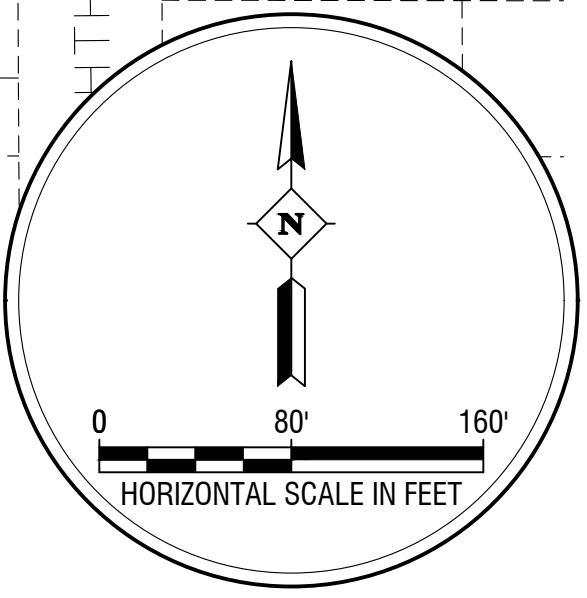


Prepared By:
INTERSTATE ENGINEERING
 Professionals You Need, People You Trust.
 Interstate Engineering
 2177 Lincoln Ave SE
 PO Box 648
 Sidney, MT 59270
 (406) 433.5617
 www.interstateeng.com

PHASE II THE HOMESTEAD SUBDIVISION

OWNER(S):	MPEG Land Development, LLC.		
FOR:	PRELIMINARY PLAT		
PURPOSE:	AGGREGATION & SUBDIVISION		
DRAWN BY:	MDR	SURVEYED BY:	RLP
CHECKED BY:	AK	DESIGNED BY:	###
PROJECT NO.:	WR24-09-020	DATE:	11/20/2024

2 OF 2
 SHEET NO.



GUARANTEE

Issued by

Flying S Title and Escrow of Montana, Inc.
204 North Kendrick Ave., Suite 205, Glendive, MT 59330
Title Officer: Mel Fohl
Phone: (406)365-5482
FAX: (406)365-5835



First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-5010500-1135834-G

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY



First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

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

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

5. PROOF OF LOSS OR DAMAGE.

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

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

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

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

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay. Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY.

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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

Exclusions From Coverage of This Guarantee.

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

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

8. LIMITATION OF LIABILITY.

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

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

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

10. PAYMENT OF LOSS.

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

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

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

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

12. ARBITRATION.

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

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

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

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

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

14. NOTICES, WHERE SENT.

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



First American Title

Guarantee

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1135834-G

Subdivision or Proposed Subdivision: To Be Determined

Order No.: 1135834-G

Reference No.:

Fee: \$150.00

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

Interstate Engineering

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

in a sum not exceeding \$5,000.00.

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

All that part of Farm Unit No. 105 of the Buffalo Rapids Project lying East of Interstate 94, being in the Lots 3, 4 (W¹/₂SW¹/₂) of Section 30 and Lots 1, 2 (W¹/₂NW¹/₄), E¹/₂NW¹/₄ of Section 31, Township 15 North, Range 55 East, M.P.M. and in the SE¹/₄ of Section 25, the E¹/₂NW¹/₄, NE¹/₄ of Section 36, Township 15 North, Range 54 East, M.P.M. According to the official plat of said Farm Unit No. 105, filed as Document No. 229238 in the office of the County Clerk and recorder in and for Dawson County, Montana.

-LESS AND EXCEPTING those certain parcels of land deeded to the State of Montana for the benefit and use of its State Highway Commission, more particularly described in that certain Bargain and Sale Deed recorded June 11, 1973 in Book A-135 of Deeds, page 340, Dawson County records.

-ALSO LESS AND EXCEPTING A tract of land being a part of Farm Unit 105 of the Buffalo Rapids Project, situate in the SE¹/₄SE¹/₄ of Section 25 and the NE¹/₄ of Section 36, Township 15 North, Range 54 East, and Lot 4 of Section 30 and in the E¹/₂NW¹/₄, Lots 1 and 2 of Section 31, Township 15 North, Range 55 East, Principal Meridian Montana, Dawson County, Montana, more particularly described as Certificate of Survey No. 910, filed August 20, 2003 at 8:45 A.M. as Document No. 420167 in the office of the County Clerk and Recorder in and for Dawson County, Montana.

(A) Parties having record title interest in said lands whose signatures are necessary under the requirements of Dawson 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:

Heirs of Loren L. Boese, deceased. Sharla Boese has been appointed Personal Representative of the Estate.;

Heirs of Sharla Boese, deceased. Mandy Kutzler has been appointed Personal Representative of the Estate.; Jeffrey M. Boese.

All as to the equitable interest created by that Unrecorded Contract of Sale executed by John R. Devier as Seller and Loren L. Boese, Sharla D. Boese and Jeffrey M. Boese, as buyers, recorded March 31, 2003 in Book A177 of Deeds, page 408.

Amended Notice of Purchasers' Interest recorded December 20, 2017 as Document NO. 462974, Dawson County records. Amendment assigns Sellers interest from the Estate of John R. Devier, deceased to the following:

Shirley Malkuch
 Stuart Smith
 Jeannine Freiboth
 Brian D. Huotari
 Linda Burke
 Russell G. Huotari

(B) Parties holding liens or encumbrances on the title to said lands are:
 NONE

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

1. 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 Dawson 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 Dawson County.
2. 2024 taxes and special assessments are an accruing lien, amounts not yet determined or payable.
3. Second one-half 2023 taxes and special assessments.

The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

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

Year	First Half / Status	Second Half / Status	Parcel Number	Covers
2023	\$817.84 paid	\$817.84 due	RIE2395	Subject Land
2023	\$1003.24 paid	\$1003.23 due	RIE2395	Buffalo Rapids

Supplemental 2023 Tax Bill	Amount	/Status	Parcel Number	Covers
	\$38.17	not paid	RIE2395	Subject Land

This property may be in a County in which a revised 2023 tax bill may be issued by the County Treasurer's Office. This bill will replace the bill sent in late October 2023. A revised tax bill impacts prorations and lender escrow reserve accounts paid at closing. Please contact the County Treasurer's office for more information. The prorated taxes will be calculated based on the amounts shown above unless the parties instruct otherwise.

4. Any charges, liens, assessments, ditches, canals, laterals, or drains created by virtue of the said lands lying within the Buffalo Rapids Irrigations District of Dawson County, Montana.

5. Any charges, liens, assessments, ditches, canals, laterals, or drains created by virtue of the said lands lying within the Clear Creek Irrigation District of Dawson County, Montana.
6. Grant of Easement recorded July 10, 1940 in Book A-60 of Deeds, page 31, Dawson County records.
7. Reservations and exceptions as contained in that certain Quitclaim Deed recorded April 3, 1950 in Book A-73 of Deeds, page 98, Dawson County records.
8. Terms and conditions of that certain document recorded September 8, 1953 in Book A-89 of Deeds, page 237, Dawson County records.
9. Contract and Donation Easement recorded September 25, 1953 in Book A-89 of Deeds, page 455, Dawson County records.
10. Electric Line Easement recorded June 3, 1957 in Book A-100 of Deeds, page 549, Dawson County records.
11. Right-of-Way Easement recorded June 25, 1987 in Book A-156 of Deeds, page 386, Dawson County records.
12. Terms and conditions of that certain Agreement recorded December 30, 1940 in Book E-8 of Misc., page 296, Dawson County records.
13. Grant of Right of Way Easement recorded August 8, 1946 in Book A-68 of Deeds, page 290, Dawson County records.
14. Grant of Easement recorded May 9, 1940 in Book A-59 of Deeds, page 538, Dawson County records.
15. Right of Way Easement recorded May 26, 1976 in Book A-139 of Deeds, page 539, Dawson County records.
16. Electric Line Easement recorded November 9, 1970 in Book A-131 of Deeds, page 524, Dawson County records.
17. Terms and conditions of that certain document recorded May 22, 1975 in Book E-56 of Misc., page 50, Dawson County records.
18. Underground Electric Right-of-Way Easement recorded December 6, 1976 in Book A-140 of Deeds, page 784, Dawson County records.
19. Electric Line Easement recorded March 21, 1994 in Book A-166 of Deeds, page 454, Dawson County records.
20. Relinquishment of right of access to state highway and of light, view and air under terms of Deed to the State of Montana, recorded June 11, 1973 in Book A-135 of Deeds, page 340, Dawson County records.
21. Premises subject to U.S. Main Canal, U.S. Drains and county roads as disclosed on plat of said Farm Unit No. 105.
22. The effect of any failure to comply with the terms, covenants or conditions of the agreement referred to in Paragraph A of Schedule A.

Date of Guarantee: April 08, 2024 at 7:30 A.M.



By:
Authorized Countersignature

REQUIREMENTS:

In order to remove the interest of Loren L. Boese, requirement that a Quit Claim Deed from the Estate of Loren L. Boese to Jeffrey M. Boese be recorded in the office of the County Clerk and Recorder for Dawson County, Montana.

In order to remove the interest of Sharla D. Boese, requirement that a Quit Claim Deed from the Estate of Sharla D. Boese to Jeffrey M. Boese be recorded in the office of the County Clerk and Recorder for Dawson County, Montana

In order to remove the interests of Shirley Malkuch, Stuart Smith, Jeanine Freiboth, Brian D. Huotari, Linda Burke and Russell G. Huotari, we require Quit Claim Deeds from each party to Jeffrey M. Boese be recorded in the office of the County Clerk and Recorder in Dawson County, Montana.

SUMMARY OF PROBABLE IMPACTS

THE AMENDED PLAT OF LOTS 1-12, BLOCK 2, SOUTH PARK ADDITION TO SIDNEY, MONTANA, THAT PARCEL SHOWN ON C. OF S. NO. 27-516, AND TRACT 1 OF C. OF S. NO. 27-602

Project Summary: The subject property is occupied by Gem City Motors, a new and used car dealership. The property has been used as one single property for many years; the objective of this amended plat is to aggregate all of the lots/tracts into one single overall property to best fit its present and historic use. The subject property is currently zoned Central Business (B-3). The neighboring properties to the North, East, and South are also zoned Central Business. Properties across Lincoln Avenue South and to the West are zoned Multiple Family Residential and Single Family Residential.

1. Effect on Agriculture

The use of the property is not anticipated to change little to no effects on agriculture are expected.

2. Effect on Agricultural Water User Facilities

It is anticipated that there will be little to no effect on agricultural water user facilities.

3. Effects on Local Services

It is anticipated that there will be little to no effect on local services by aggregating the existing lots/tracts into one single overall property. The use of the property is not anticipated to change.

4. Effect on Natural Environment

It is anticipated that there will be little to no effect on the natural environment. The use of the property is not anticipated to change.

5. Effect on Wildlife and Wildlife Habitat

It is anticipated that there will be little to no effect on wildlife and wildlife habitat.

6. Effect on Public Health and Safety

It is anticipated that there will be little to no effect on public health and safety. The proposed subdivision should have no adverse effect on the surrounding area or owners since the use will remain the same. The proposed subdivision is not located within a 100-year flood plain or floodway.