



406 ENGINEERING

1201 South 6th Street | Suite 102 | Missoula, MT 59801 | 406.257-0679 | www.406engineeringinc.com

July 8, 2020

Missoula County CAPS
127 East Main Street
Missoula, MT 59802

Via email: zoner@missoulacounty.us

RE: Building for Lease or Rent Application for the **O'Keefe Creek RV and Boat Storage**
Located on Parcel 1B of COS 4074 Section 20, T14N, R20W, P.M.M., Missoula County, Montana

Dear Planner:

Cory Brown owns the above referenced parcel near the Wye, west of Missoula. Mr. Brown plans to construct three covered buildings to provide space for RV and boat storage in multiple phases. The O'Keefe Creek RV and Boat Storage will provide 280 covered parking spaces and 271 uncovered parking spaces.

The following are attached for review per application requirements:

- Application for Building for Lease or Rent
- Project Narrative
- Site Plan
- COS 4074
- Title Report
- Vesting Deed

If you have any questions or need anything further for your review, please let me know.

Sincerely,
406 Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'Sean Amundson'.

Sean Amundson

Enclosures: As listed above in letter

C. Cory Brown (w/ enclosures)
File and Scan (w/ enclosures)

https://406engineeringinc.sharepoint.com/Shared Documents/406 Work/1_Projects/2020 Projects/20-033 Cory Brown/4_PLANNING/Building for Lease or Rent/1.ltr.2020-07-08.CAPS.docx
Wednesday, July 08, 2020, 3:53 PM



Building for Lease or Rent Application

Missoula County	Office Use Only
	Date: _____ Accepted by: _____ Fee: \$ _____ Cash/Check#: _____

The following application shall be submitted for the review of four (4) or more buildings (or units within a building) created for rent or lease on a tract of record, or thirty (30) or more units in a storage building, in accordance with the local regulations adopted and pursuant to Section 76-8 101, et seq., MCA.

1. OWNER(S) OF RECORD:

Name: Cory Brown
Mailing Address: PO Box 569
City/State/Zip: Frenchtown, MT 59834 Phone: 360-0857
Email: brown@revealexcaevation.com

2. APPLICANT [person(s) authorized to represent the owner(s) of record and to whom copies of all correspondence shall be sent]:

Name: Sean Amundson
Mailing Address: 1201 South 6th Street West, Suite 102
City/State/Zip: Missoula, MT 59801 Phone: 529-8945
Email: seana@406eng.com

3. LEGAL DESCRIPTION OF PROPERTY:

Street Address: None Sec. No. 20 Township 14N Range 20W
Subdivision Name: COS 4074 Tract No. 1B Lot No. _____ Block No. _____
Lot Size: 15.55 Acres/Square Feet (circle)

6. CERTIFICATION

I hereby certify under penalty of perjury and the laws of the State of Montana that the information submitted herein, on all other forms, documents, plans or any other information submitted as a part of this application to be true, complete, and accurate to the best of my knowledge. Should any information or representation submitted in connection with this application be incorrect or untrue, I understand any approval based thereon may be rescinded and other appropriate action taken. The signing of this application signifies approval for representatives of Missoula County Community and Planning Services to be present on the property for routine monitoring and inspection during the review process.



Landowner Signature

7/8/20

Date



Applicant Signature

7/8/2020

Date

Project Narrative

O'Keefe Creek RV and Boat Storage

Owner: Cory Brown
P.O. Box 569
Frenchtown, MT 59834

Developer's Representative: 406 Engineering, Inc.
1201 South 6th Street West #102
Missoula, MT 59801

Project Name: O'Keefe Creek RV and Boat Storage

Number of Spaces Proposed: 280 Covered & 271 Uncovered

Legal Description: Tract 1B, Certificate of Survey No. 4074

The following material is provided as required by Missoula County Buildings for Lease or Rent regulations.

Cory Brown owns a tract of land located near the Wye area west of Missoula. The property is legally described as Parcel 1B of COS 4074 in Section 20, T14N, R20W, P.M.M., Missoula County, Montana. Mr. Brown is proposing to construct an RV and boat storage facility to provide safe, secure, and convenient storage for residents in the area. O'Keefe Creek RV and Boat Storage is located between Interstate 90 and Highway 10 West. Access to the proposed storage facility will be by way of an existing approach on Highway 10 West. The project will consist of three open air covered buildings and various outdoor parking stalls being built in multiple phases as demand increases. A shop with a manager's office and living quarters will also be constructed on the western edge of the site.

Recently, Mr. Brown has received approval to gift a portion of his property to his father using the Family Transfer Exemption. The proposed storage facility will encompass east most 11 acres of the 15.55-acre site. The remaining 4.55 acres will remain unimproved and be transferred at a later date.

Existing Conditions:

The 15.55-acre site is situated between Interstate 90 to the north and Highway 10 West to the south. The property is in an un-zoned area of Missoula County. Land surrounding the proposed storage facility consists of mostly residential property and agricultural lands. Topography of the area is rolling hills sloping generally to the northwest. The site has been previously used for livestock grazing and hay production. Currently, the property is vacant with no improvements. An existing 60' private road and public utility easement provides access to the site from Highway 10, crossing Parcel 1A of COS 4074.

Proposed Improvements

Proposed improvements for the O'Keefe Creek RV and Boat Storage will consist of three covered storage buildings. Two of the buildings will be 600 feet long by 60 feet deep, housing 100 parking stalls each. The third building will be 480 feet long by 60 feet deep, providing space for 80 parking stalls. Each building will be constructed in separate phases as demand increases starting with eastern most building. Additionally, a shop with living quarters will be constructed providing space for the onsite manger to run the facility. The shop is not part of the Building for Lease or Rent Review.

Onsite circulation around buildings as well as the access road to the facility will consist of gravel surfacing. As shown on the attached site plan, the drive aisles within O'Keefe Creek RV and Boat Storage are planned to be 40' wide across the site allowing two-way traffic. Applicable signage and markings will be used to control traffic movement through the site.

Other improvements will consist of a perimeter security fence with two gated entry points with access into the proposed facility via keycard. Landscaping and trees will be placed throughout the site and serve as a buffer between the parking areas and the existing residence west of the site.

Summary of Water and Wastewater Facilities:

As discussed in the second paragraph of the project overview, the property will be split using the Family Transfer Exemption. As part of the land division each new parcel will be required to be reviewed per Title 76-4, MCA Sanitation in Subdivision.

The single-family dwelling located in the managers shop will be the only building proposed to connect to water and wastewater facilities. Water will be provided by an individual well located on the west side of the site. Well logs in the area have shown a suitable water source approximately 100 feet below the ground surface with adequate yield of approximately 27 gallons per minute. Evidence of sufficient water quality is supported by existing individual wells in the area surrounding the property. Furthermore, the Jellystone RV Park Public Water Supply Well (PWS# MT0003835) located up gradient of the proposed development undergoes monthly water testing for E. Coli and Coliform bacteria with no history of contamination.

The single-family dwelling will be served by an onsite gravity fed drain field sized to accommodate 3 bedrooms. Primary treatment of the residential strength wastewater will be achieved using a 1000-gallon septic tank. The septic tank will be located where it is readily accessible for inspection, maintenance, and pumping. An effluent filter will be used at the discharge end of the septic tank assuring no solids leave the tank. Test pits have not been documented at this time, but NRCS soil data in the area shows Silty Clay Loam soil with an application rate of 0.3 gpd/ft². The drain field will be constructed using chamber construction allowing for a 25% reduction. The proposed drain field will be designed and constructed per Montana DEQ Circular-4 and Missoula County Regulation 1.

The increases of stormwater flows from the proposed buildings and roadways will be retained by landscaping around the facility and two retention ponds located in natural low areas. The natural slope of the site will be utilized in the facility to channel any storm

water runoff from the proposed buildings to a series of storm drainage piping and manholes. Storm drainage facilities have been designed to not exceed the pre-development runoff to an adjoining property during a 2-year storm event, assure roadways and driveways will not overtop during a 10-year storm event, and inundate buildings or drain fields during a 100-year storm.

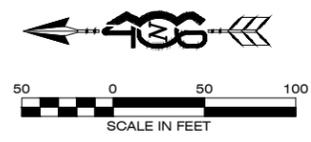
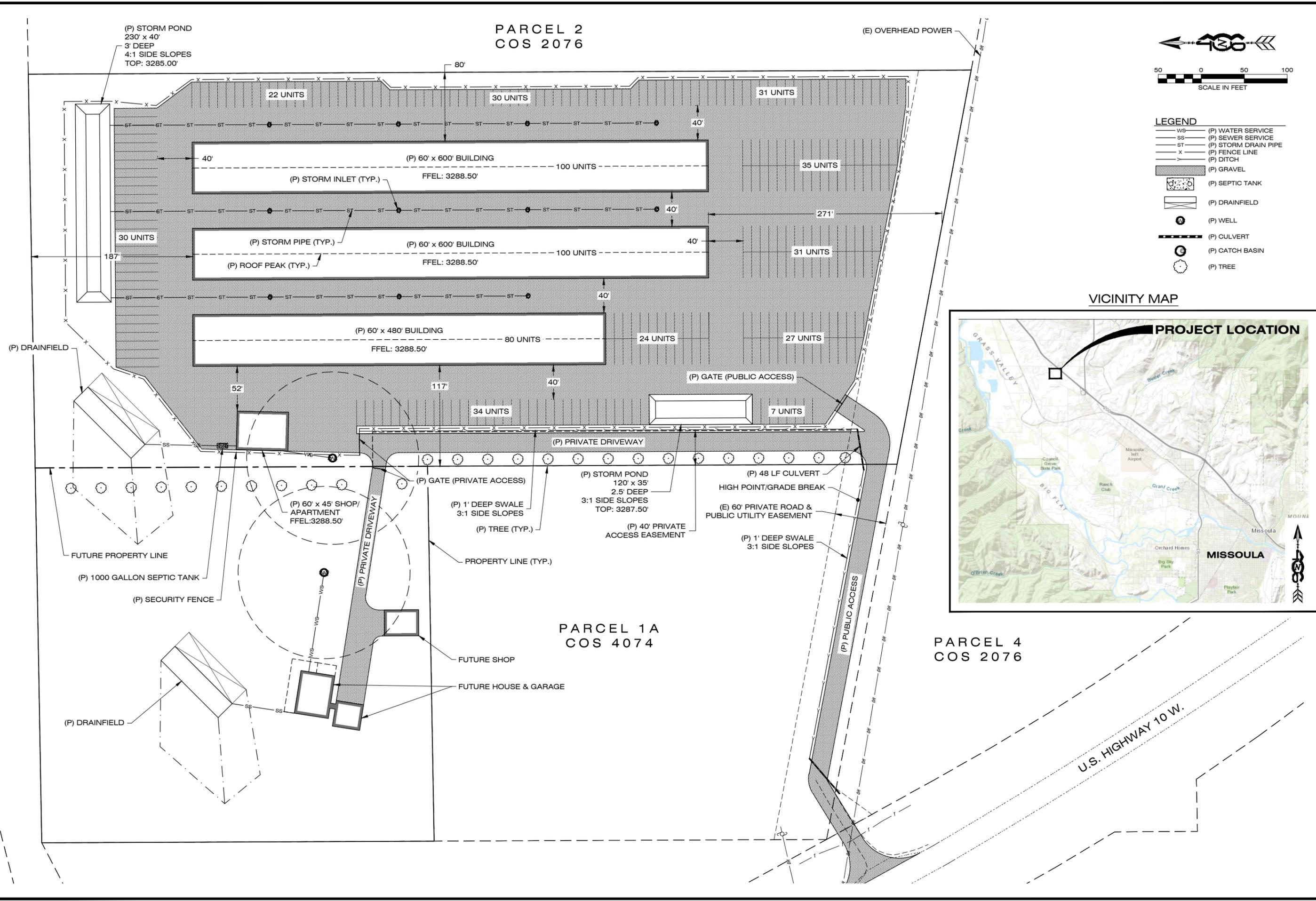
Solid waste is collected by Republic Waste Services and taken to the Missoula Disposal Site. There are no plans to provide long-term on-site waste disposal.

Summary of Emergency Services:

The proposed O’Keefe Creek RV and Boat Storage is roughly 2.9 miles from the nearest Frenchtown Rural Fire District station located at 9350 Ladyslipper Lane. The Missoula County Sheriff’s office will serve the O’Keefe Creek RV and Boat Storage from its headquarters at 200 West Broadway. Emergency medical assistance, fire protection, and law enforcement are able to respond to the site in a timely matter.

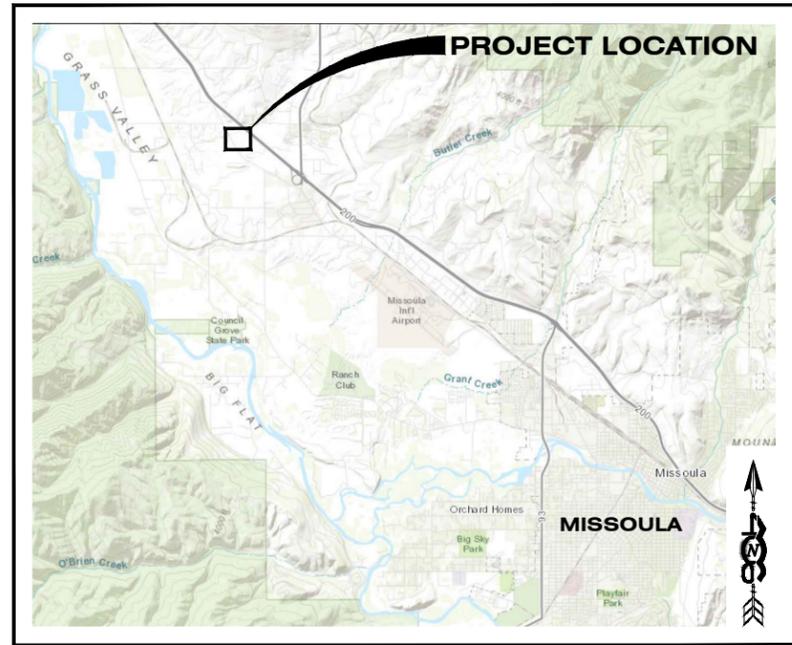
Summary of Potential Impacts:

No potential impacts have been identified based on the criteria outlined within the Building for Lease or Rent regulations. Most of the area surrounding the facility has some development. This particular project will not affect the existing characteristics of the area. Construction activities have the potential to cause temporary dust impacts. Efforts will be made during construction to minimize this temporary inconvenience. No additional potentially significant impacts have been identified and no mitigation is proposed.



- LEGEND**
- WS (P) WATER SERVICE
 - SS (P) SEWER SERVICE
 - ST (P) STORM DRAIN PIPE
 - X (P) FENCE LINE
 - Y (P) DITCH
 - ▨ (P) GRAVEL
 - ⊗ (P) SEPTIC TANK
 - ▭ (P) DRAINFIELD
 - ⊙ (P) WELL
 - (P) CULVERT
 - ⊕ (P) CATCH BASIN
 - ⊙ (P) TREE

VICINITY MAP



406 ENGINEERING
 CIVIL ENGINEERING
 LAND USE CONSULTING
 55 8th St. E
 Missoula, MT 59801
 (406) 317-1131
 www.406engineeringinc.com

DESIGNED: _____
 DRAFTED: AJ
 CHECKED: _____
 DATE: JULY 2020

REVISIONS	DATE

LOCATION: PARCEL 1B, COS 4074
 SEC. 20, T.14N, R.20W, P.M.M.
 MISSOULA COUNTY, MONTANA
 PREPARED FOR: CORY BROWN

PROJECT NAME: O'KEEFE CREEK RV AND BOAT STORAGE
 SHEET TITLE: SITE PLAN
 406 PROJECT NO. 20-033
 SHEET: 1 OF 1

CERTIFICATE OF SURVEY

SHOWING A FAMILY TRANSFER AND REMAINDER
 LOCATED IN THE NE 1/4 OF SECTION 20, T.14N.,
 R.20 W., P.M.M., MISSOULA COUNTY, MONTANA

RECORD OWNER: CLARENCE MILO and MARGARET BENSON

SURVEY FOR: CLARENCE MILO BENSON

DATE: MARCH, 1992

LEGAL DESCRIPTIONS:

PARCEL 1A (FAMILY TRANSFER):

A PARCEL OF LAND BEING A PORTION OF PARCEL 1 OF CERTIFICATE OF SURVEY NO. 2076 AND BEING LOCATED IN THE NE 1/4 OF SECTION 20, T.14N., R.20W., P.M.M., MISSOULA COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the southwest corner of Parcel 1 of Certificate of Survey No. 2076; thence along the N-S mid-section line of section 20, T.14N., R.20W., P.M.M., N00°14'42"W 456.15 feet; thence N88°59'25"E 434.79 feet; thence S00°14'42"E 545.80 feet; thence along the south line of said Parcel 1 N79°19'44"W 442.76 feet to the point of beginning, containing 5.00 acres; being subject to all easements existing, shown, apparent or of record.

PARCEL 1B (REMAINDER):

A PARCEL OF LAND BEING A PORTION OF PARCEL 1 OF CERTIFICATE OF SURVEY NO. 2076 AND BEING LOCATED IN THE NE 1/4 OF SECTION 20, T.14N., R.20W., P.M.M., MISSOULA COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Center-North 1/16 Corner of Section 20, T.14N., R.20W., P.M.M.; thence along the North, East and South Lines, Respectively, of Parcel 1 of Certificate of Survey No. 2076 by the following three courses; N88°59'25"E 891.56 feet; thence S00°15'00"E 1096.16 feet; thence N79°19'44"W 465.24 feet; thence N00°14'42"W 545.80 feet; thence S88°59'25"W 434.79 feet to a point on the N-S mid-section line of said section 20; thence along said mid-section line N00°14'42"W 456.16 feet to the point of beginning, containing 15.55 acres; being subject to all easements existing, shown, apparent or of record.

OWNERS CERTIFICATION:

We hereby certify that the purpose of this survey is to transfer Parcel 1A as shown on this Certificate of Survey to CHRISTIE LEA BENSON, our daughter; that this is the first gift or sale to this person; We further certify that we are entitled to the use of this exemption in that we are in compliance with all conditions imposed on its use; therefore, this division of land is exempt from review as a subdivision pursuant to section 76-3-207 (1)(b) M.C.A.

Clarence Milo Benson
 CLARENCE MILO BENSON

Margaret Benson
 MARGARET BENSON

ACKNOWLEDGEMENT:

STATE OF MONTANA)
 COUNTY OF MISSOULA)
 On this 15th day of May, in the year 1992, before me Daniel J. Quate, Notary Public for the State of Montana, personally appeared CLARENCE MILO BENSON and MARGARET BENSON, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Daniel J. Quate
 NOTARY PUBLIC FOR THE STATE OF MONTANA
 My Commission Expires 12/19/93
 ML

SURVEYOR'S CERTIFICATION:

Edward J. Fleming
 EDWARD J. FLEMING
 Montana Registration No. 974



APPROVAL STATEMENTS:

Thomas J. Brown 4/24/92
 MISSOULA COUNTY SURVEYOR Date

Edward J. Zilger 4/28/92
 MISSOULA CITY-COUNTY HEALTH DEPT. Date

PURPOSE OF SURVEY:

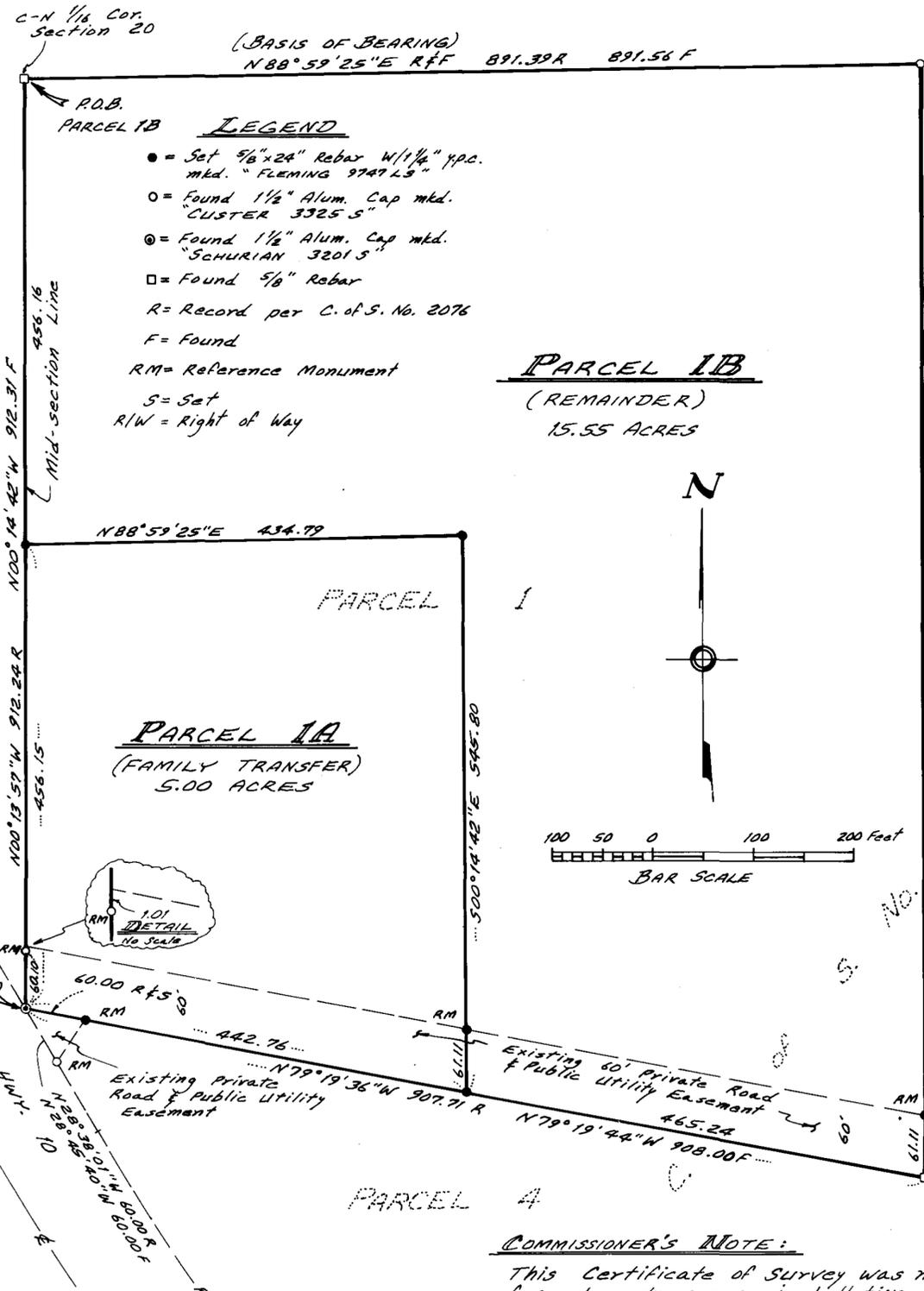
PARCEL 1A: This survey is filed with the intent to qualify for the exemption as found in section 76-3-207 (1)(b) M.C.A., To wit: divisions made outside of platted subdivisions for the purpose of a gift or sale to any member of the landowners immediate family.
PARCEL 1B: Retrace Remainder Ownership.

9210030

State of Montana
 Dept. of Health
 & Envir. Sciences
 Certificate of
 Subdivision Plat
 Approval 2355
 File No.

I received and filed this instrument for record on the 18 day of May 1992 at 8:00 o'clock A.M. permanent files of Missoula County, State of Montana. Witness my hand.
 WENDY CROMWELL, County Recorder
 By *Wendy Cromwell*, Deputy
 Fee \$ 16.00 Paid

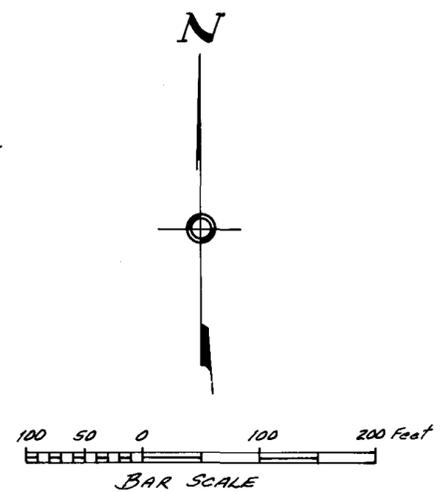
Subd (002) Checklist #1116



- LEGEND**
- = Set 5/8"x24" Rebar w/1 1/4" spc. mkd. "FLEMING 9747 L.S"
 - = Found 1 1/2" Alum. Cap mkd. "CLUSTER 3325 S"
 - ⊙ = Found 1 1/2" Alum. Cap mkd. "SCHURIAN 3201 S"
 - = Found 5/8" Rebar
- R = Record per C. of S. No. 2076
 F = Found
 RM = Reference Monument
 S = Set
 R/W = Right of Way

PARCEL 1B
 (REMAINDER)
 15.55 ACRES

PARCEL 1A
 (FAMILY TRANSFER)
 5.00 ACRES



COMMISSIONER'S NOTE:
 This Certificate of Survey was not reviewed for adequate access, installation of utilities, or availability of public services; nor does this approval obligate Missoula County to provide road maintenance or other services.

1/4	SEC.	T.	R.
☒	20	14N.	20W. P.M.M.

SHEET NO. 1 of 1

CERTIFICATE OF SURVEY NO. 4074
 MISSOULA COUNTY, MONTANA

SURVEY BY:
 TERRITORIAL ENGINEERING & SURVEYING
 Box 3851
 Missoula, Montana 59806 (406) 721-0142

GUARANTEE

Issued by **Commonwealth Land Title Insurance Company**

GUARANTEE NUMBER 44609-1-901845-2020.81030-220135011



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

COMMONWEALTH LAND TITLE INSURANCE COMPANY

a corporation, herein called the Company

GUARANTEES

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

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

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Dated June 29, 2020

:

Countersigned:

By:
Authorized Officer or Agent



By:

ATTEST

President

Secretary

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE:

1. **Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:**

(a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.

(b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.

(c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.

2. **Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:**

(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non judicial proceeding which is within the scope and purpose of the assurances provided.

(c) The identity of any party shown or referred to in Schedule A.

(d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.

(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "date": the effective date.

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

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee 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 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 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: Consumer Affairs Department, P.O. Box .45023, Jacksonville, Florida 32232-5023.

GUARANTEE

Issued by
**Commonwealth Land
Title Insurance Company**



**Commonwealth Land Title Insurance
Company**
P.O. Box 45023
Jacksonville, Florida 32232-5023

SCHEDULE A
SUBDIVISION GUARANTEE

GUARANTEE NO.: **44609-1-901845-
2020.81030-220135011**

LIABILITY: **\$5000.00**

FILE NO: **910845-IT**

FEE: **\$150.00**

YOUR REFERENCE:

1. Name of Assured: County of Missoula and the City of Missoula in the State of Montana.
2. Date of Guarantee: June 29, 2020 at 7:30 A.M.
3. Title to said estate or interest at the date hereof is vested in:

Cory Brown

4. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

Fee Simple

5. The land referred to in this Guarantee is situated in the State of **Montana**, County of **Missoula**, and is described as follows:

Tract 1B of Certificate of Survey No. 4074, a tract of land located in the Southwest one-quarter of Section 20, Township 14 North, Range 20 West, P.M.M., Missoula County, Montana.

6. The assurances referred to on the face page hereof are: According to the public records the title to the herein described estates or interest was vested in the vestee named in paragraph 3 subject to the matters shown in Exceptions in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

SCHEDULE B

SUBDIVISION GUARANTEE

Guarantee No.: 44609-1-901845-2020.81030-220135011

EXCEPTIONS

1. Encroachments or questions of location, boundary and area, which an accurate survey may disclose; public or private easements, streets, roads, alleys or highways, unless disclosed of record by recorded Plat or conveyance, or decree of a Court of record; rights or claims of persons in possession, or claiming to be in possession, not disclosed by the public records; material or labor liens or liens under the Workmen's Compensation Act not disclosed by the public records; any service, installation or construction charges for sewer, water, electricity, or garbage collection and disposal.
2. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof; right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water, water rights or matters relating thereto.
3. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding the same becoming a lien.
4. 2020 taxes and special assessments are a lien; amounts are determined and payable. 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	1st Half	2nd Half	Parcel Number
2019	\$927.70 Paid	\$927.67 Delinquent	3134708

5. Deed of Trust, to secure an original indebtedness of \$172,000.00, dated December 18, 2018 and any other amounts and/or obligations secured thereby
Recorded: January 4, 2019, Book 1007 at Page 658 Micro Records
Grantor: Cory Brown
Trustee: Insured Titles, LLC
Beneficiary: First Security Bank of Missoula, Division of Glacier Bank
6. An easement
For: Electric power line and communication system
Granted to: Montana Power Company
Recorded: May 3, 1966
Book/Page: Book 2 at Page 1237 Micro Records
7. Condemnation of the right to direct access onto State Highway and of light, view and air by Decree.
Dated: February 7, 1965
Cause No.: 27489
Book/Page: Book 19 at Page 178 Orders and Decrees

8. An easement
For: a 60 foot wide road easement for ingress and egress
Parties: Brian W. Giffin and Clarence Milo Benson and Margaret Ann Benson
Recorded: June 2, 1998
Book/Page: Book 543 at Page 1480 Micro Records
9. Weed Management Plan Development Agreement Agreement upon the terms, conditions and provisions contained therein:
Parties: Missoula County and Canyon View Business Park Subdivision
Recorded: February 13, 2012, Book 889 at Page 796 Micro Records
10. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Certificate of Survey(s) No. 2076 and 4074, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 USC 3604 (c).
11. Conditions set forth in Certificate of Subdivision Plat Approval, filed as File No. 2355, records of Missoula County, Montana.

Fidelity National Financial, Inc. Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures.

Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



Insured Titles, LLC
1724 Fairview
Missoula, MT 59801
Phone: (406)728-7900 / Fax: (406)728-2677

PR: AFFGRP

Ofc: 62 (3649)

Final Invoice

To: Cory Brown
P.O. Box 569
Frenchtown, MT 59834

Invoice No.: 3649 - 621007668
Date: 07/02/2020

Our File No.: 910845-IT
Title Officer: Carol Blair
Escrow Officer:

Customer ID: AD883155

Liability Amounts

Attention:
Your Ref.:

RE: Property:
NHN Highway 10 West, Missoula, MT 59808

Buyers: Cory Brown
Sellers:

Description of Charge	Invoice Amount
Guarantee-Subdivision Guarantee	\$150.00
INVOICE TOTAL	\$150.00

Comments:

Thank you for your business!

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



Missoula County

iTax



Shopping Cart: 0 items [\$0.00]

New Search

History

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Pay Taxes

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Taxpayer ID: 3134708

Status: Delinquent

Receipt: 24854

2019 Owner(s):
BROWN CORY

Mailing Address:

PO BOX 569
FRENCHTOWN, MT 598340569

Levy District:

40.3, FRENCHTOWN, FRENCHTOWN FI

2019 Value:

Market: \$168,655
Taxable: \$2,277

Detail

2019 Taxes:

First Half: \$927.70 **Due:** 12/2/2019
Second Half: \$927.67 **Due:** 6/1/2020
Total: \$1,855.37

View Pie Charts

Show Current Tax Bill

Detail

2019 Payments:

First Half: \$949.82
Second Half: \$0.00
Total: \$949.82

(May include penalty & interest)

2019 Legal Records:

Geo Code: 04-2325-20-1-02-07-0000 **Deed Book:** 1006 **Page:** 255 **Date:** 2018-11-29

TRS: T14 N, R20 W, Sec. 20

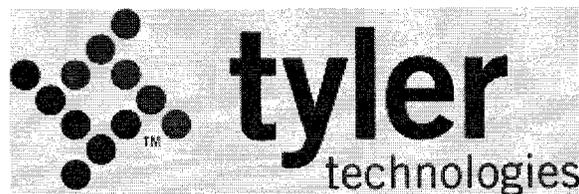
Legal: S20, T14 N, R20 W, C.O.S. 4074, PARCEL
1B, IN SW4 NE4

Note: The accuracy of this data is not guaranteed. Property Tax data was last updated 07/01/2020 11:00 AM.

If you are sending your payments in by mail, address them To:

Missoula County
200 W Broadway
Missoula, MT 59802

Include Taxpayer ID with payments.





Shopping Cart: 0 items [\$0.00] 🛒

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- [📅 Detail](#)
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- [🛎 Help](#)

Tax Year: 2019 **Taxpayer ID:** 3134708

Status: Delinquent

Type: RE

Owner: BROWN CORY

Tax Breakdown:

Stat#	Kind	Description	1st Half	2nd Half
24854	County	CO. AGING SERVICES	\$3.13	\$3.13
24854	County	COUNTY PUBLIC WORKS BRIDGES	\$4.46	\$4.46
24854	County	CAPITAL IMPROVEMENTS	\$6.98	\$6.98
24854	County	COMMUNITY & PLANNING SVC	\$3.22	\$3.22
24854	County	COMMUNITY ASSISTANCE FUND	\$3.87	\$3.87
24854	County	COUNTY COMMUNITY DAYCARE	\$0.32	\$0.32
24854	County	DETENTION CENTER	\$29.76	\$29.76
24854	County	DISTRICT COURT	\$3.15	\$3.15
24854	County	JUDGEMENT LEVY 2018	\$2.05	\$2.05
24854	County	COUNTY LIBRARY	\$11.27	\$11.27
24854	County	LIBRARY GO BONDS	\$7.96	\$7.96
24854	County	LTGO 2017 BONDS	\$0.98	\$0.98
24854	County	COUNTY MENTAL HEALTH TREAT.	\$0.51	\$0.51
24854	County	COUNTY HISTORICAL MUSEUM	\$2.28	\$2.28
24854	County	COUNTY PARKS & REC	\$3.36	\$3.36
24854	County	CO.PERMISIVE MEDICAL LEVY	\$18.56	\$18.56
24854	County	CO.PERMISIVE MEDICAL-RURAL	\$3.40	\$3.40
24854	County	COUNTY/CITY PLANNING	\$3.20	\$3.20
24854	County	COUNTY PROP & LIAB. INS.	\$3.07	\$3.07
24854	County	COUNTY PUBLIC SAFETY FUND	\$29.16	\$29.16
24854	County	RELATIONSHIP VIOLENCE SERVICES	\$0.85	\$0.85
24854	County	COUNTY GENERAL FUND	\$53.20	\$53.20
24854	County	GRANTS AND COMMUNITY SERVICES	\$1.83	\$1.83
24854	County	COUNTY HEALTH DEPT.	\$9.78	\$9.78
24854	County	COUNTY H.D. ANIMAL CONTROL	\$1.64	\$1.64
24854	County	COUNTY EXTENSION SERVICE	\$2.32	\$2.32
24854	County	COUNTY FAIR	\$3.48	\$3.48
24854	County	COUNTY PUBLIC WORKS ROAD	\$27.68	\$27.68
24854	County	COUNTY SEARCH & RESCUE	\$0.38	\$0.38

24854	County	CO. SUBSTANCE ABUSE PREVENT	\$1.71	\$1.71
24854	County	COUNTY TECH FUND	\$4.77	\$4.77
24854	County	CO. WEED CONTROL	\$3.22	\$3.22
24854	County	FT MSLA PARKS OPEN SPACE	\$12.62	\$12.61
24854	County	ROSP COUNTY OPEN SPACE	\$2.10	\$2.09
24854	Local School	TRANSPORTATION-HS/ELEMENTARY	\$3.46	\$3.46
24854	Local School	RETIREMENT-ELEMENTARY	\$30.22	\$30.22
24854	Local School	RETIREMENT-HIGH SCHOOL	\$17.41	\$17.41
24854	Local School	201 FRENCHTOWN K-12 GEN	\$177.10	\$177.09
24854	Local School	210 FRENCHTOWN K-12 TRANS	\$41.76	\$41.76
24854	Local School	211 FRENCHTOWN K-12 BUS DEPR	\$26.11	\$26.11
24854	Local School	213 FRENCHTOWN K-12 TUITION	\$20.64	\$20.64
24854	Local School	217 FRENCHTOWN K-12 ADULT ED	\$1.14	\$1.14
24854	Local School	228 FRENCHTOWN K-12 TECH	\$3.14	\$3.14
24854	Local School	250 FRENCHTOWN K-12 DEBT	\$121.48	\$121.48
24854	Local School	261 FRENCHTOWN K-12 BUILD RES	\$21.95	\$21.95
24854	Special Districts	FRENCHTOWN FIRE	\$78.68	\$78.68
24854	Special Districts	SOC SOIL CONSERV. DIST.	\$1.64	\$1.64
24854	State School	STATE UNIVERSITY MILLAGE	\$6.83	\$6.83
24854	State School	STATE VO-TECH MILLAGE	\$1.71	\$1.71
24854	State School	STATE SCHOOL FOUNDATION EQUAL.	\$45.54	\$45.54
24854	State School	STATE HS EQUALIZATION	\$25.05	\$25.05
24854	State School	STATE ELEM EQUALIZATION	\$37.57	\$37.57

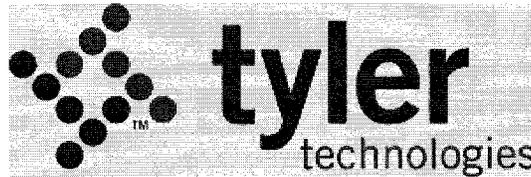
1st Half Total: \$927.70
 2nd Half Total: \$927.67
Total Tax: \$1,855.37

Note: The accuracy of this data is not guaranteed. Property Tax data was last updated 07/01/2020 11:00 AM.

If you are sending your payments in by mail, address them To:

Missoula County
 200 W Broadway
 Missoula, MT 59802

Include Taxpayer ID with payments.



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AND WHEN RECORDED MAIL TO:

Cory Brown
PO BOX
Frenchtown, MT 59834

Filed for Record at Request of:
Insured Titles, LLC

Space Above This Line for Recorder's Use Only

Order No.: 704013-IT
Parcel No.: 3134708

WARRANTY DEED

FOR VALUE RECEIVED,

Timothy Tronstad and Marianne M. Tronstad as joint tenants with right of survivorship

hereinafter called Grantor(s), do(es) hereby grant, bargain, sell and convey unto

Cory Brown

whose address is: **NHN Highway 10 West, Missoula, MT 59808**

Hereinafter called the Grantee, the following described premises situated in **Missoula County, Montana**,
to-wit:

Tract 1B of Certificate of Survey No. 4074, a tract of land located in the Southwest one-quarter of the
Northeast one-quarter of Section 20, Township 14 North, Range 20 West, P.M.M., Missoula County,
Montana.

TOGETHER WITH a 60 foot wide road easement for ingress and egress as shown on Certificate of
Survey No. 4074 recorded in Book 543 at Page 1480 Micro Records.

SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of
record.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantees and to
the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said
Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all
encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations,
restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant
and defend the same from all lawful claims whatsoever.

