

## ***TAB 4***

### **Tab 4 - Title Report, Existing Easements and Adjacent Plats**

- Title Report
- Easements Per Title Report (5)
- Public Sewer Easements at 21<sup>st</sup> Avenue
- On-site or Adjacent Filed Plats and C.O.S.'s (6)



**WESTCOR**  
LAND TITLE INSURANCE COMPANY

GUARANTEE NO.  
SG-3-MT1006-14775225

**WESTCOR LAND TITLE INSURANCE COMPANY**  
**SUBDIVISION GUARANTEE**  
**(WITH MONTANA MODIFICATIONS)**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE, **WESTCOR LAND TITLE INSURANCE COMPANY**, a South Carolina corporation, herein called the Company,

GUARANTEES  
the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A, sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused this guarantee to be signed and sealed as of the Date of Guarantee shown in Schedule A.

ISSUED BY: MT1006 \* TSI-54848

Title Services, Inc.

2625 Dearborn Avenue, Suite 103  
Missoula, MT 59804

**WESTCOR LAND TITLE INSURANCE COMPANY**

By:

*Mary O'Donnell*

President

Attest:

*[Signature]*

Secretary



NOTE: This Guarantee is of no force and effect unless Schedule A is signed and attached together with any added pages incorporated by reference.

## EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, 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.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (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.
- (g) (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.

## GUARANTEE CONDITIONS

### 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 Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, 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, 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": those records established under California 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 of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

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

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A. Schedule A and that might cause loss or damage for which the Company may be liable under 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 the 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 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 option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A 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 the 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, 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, the 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 the Assured for this purpose. Whenever requested by the Company, the 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 correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to 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.**

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) 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 paragraph 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 together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated

to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

#### **7. Limitation of Liability.**

(a) 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 Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, 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.

(c) 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.

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

#### **8. 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 under this Guarantee pro tanto.

#### **9. 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, the loss or damage shall be payable within thirty (30) days thereafter.

**10. 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.

**11. Intentionally Omitted.****12. 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.

**13. Severability.**

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

**14. Choice of Law; Forum.**

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guarantees of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**15. 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: 875 Concourse Parkway South, Suite 200 Maitland, FL 32751. Telephone (866) 629-5842.

## SCHEDULE A

Our No. **TSI-54848**  
Policy No. **SG-3-MT1006-14775225**

Liability: **\$1,000.00** Fee: **\$200.00**

Dated: **January 25, 2023 at 05:00 PM**

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relative to the following described real property:

### **SEE ATTACHED LEGAL DESCRIPTON**

Title to said real property is vested in:

**MEADOWVIEW PARTNERS, LLC, an Oregon limited liability company**

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

### **EXCEPTIONS:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

Countersigned

EZ w/br

Authorized Signatory

Continued...

4. GENERAL COUNTY TAXES FOR THE YEAR 2023 ARE A LIEN, THE AMOUNT OF WHICH HAS NOT YET BEEN DETERMINED AND IS NOT YET DUE OR PAYABLE.
  5. TERMS, CONDITIONS AND ASSESSMENTS OF THE MISSOULA IRRIGATION DISTRICT.
  6. CITY SPECIAL IMPROVEMENT DISTRICT NO. 524  
(INCLUDED IN THE GENERAL COUNTY TAXES)  
PURPOSE : Storm drain improvements  
MATURES : 2022
  7. CITY SPECIAL IMPROVEMENT DISTRICT NO. 549  
(INCLUDED IN THE GENERAL COUNTY TAXES)  
PURPOSE : Hillview Way improvements  
MATURES : 2035
  8. RESERVATIONS CONTAINED IN PATENT  
RECORDED : November 23, 1896  
BOOK/PAGE : Book R Deed Records, Page 211
  9. RESERVATIONS CONTAINED IN PATENT  
RECORDED : August 2, 1907  
BOOK/PAGE : Book 25 Deed Records, Page 99
  10. EASEMENT(S) AS SHOWN ON CERTIFICATE OF SURVEY NO. 4969.
  11. EASEMENT  
GRANTED TO : THE MONTANA POWER COMPANY  
PURPOSE : Gas pipe line  
RECORDED : July 21, 1969  
BOOK/PAGE : Book 18 Micro Records, Page 1242  
TOGETHER WITH APPURTEnant ACCESS AND CLEARING RIGHTS
  12. EASEMENT  
GRANTED TO : THE MONTANA POWER COMPANY  
PURPOSE : Water service line and gas pipe line  
RECORDED : August 22, 1969  
BOOK/PAGE : Book 19 Micro Records, Page 382  
TOGETHER WITH APPURTEnant ACCESS AND CLEARING RIGHTS
- Continued...

13. EASEMENT  
GRANTED TO : THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY  
PURPOSE : Communication and other facilities  
RECORDED : August 22, 1977  
BOOK/PAGE : Book 102 Micro Records, Page 920  
TOGETHER WITH APPURTEnant ACCESS AND CLEARING RIGHTS
14. EASEMENT  
GRANTED TO : LIND M. WOLD  
PURPOSE : Ingress and egress  
RECORDED : September 11, 2004  
BOOK/PAGE : Book 737 Micro Records, Page 1282  
TOGETHER WITH APPURTEnant ACCESS AND CLEARING RIGHTS
15. EASEMENT  
GRANTED TO : CITY OF MISSOULA  
PURPOSE : Public trail  
RECORDED : March 21, 2006  
BOOK/PAGE : Book 770 Micro Records, Page 1152  
TOGETHER WITH APPURTEnant ACCESS AND CLEARING RIGHTS
16. COVENANTS, CONDITIONS, OR RESTRICTIONS CONTAINED IN SPECIAL IMPROVEMENT AGREEMENT  
RECORDED : May 27, 2015  
BOOK/PAGE : Book 944 Micro Records, Page 726
17. COVENANTS, CONDITIONS, OR RESTRICTIONS CONTAINED IN SPECIAL IMPROVEMENT AGREEMENT  
RECORDED : May 27, 2015  
BOOK/PAGE : Book 944 Micro Records, Page 727
18. RESOLUTION NUMBER 8102  
RECORDED : September 28, 2016  
BOOK/PAGE : Book 968 Micro Records, Page 664

Continued...

Policy No. SG-3-MT1006-14775225  
File No. TSI-54848

19. Montana Trust Indenture from MEADOWVIEW PARTNERS, LLC, as Grantor(s) to TITLE SERVICES, INC., as Trustee for Estate of KATHERINE PATRICIA TONKIN, a/k/a K. PATRICIA TONKIN, DENNIS F. TONKIN, Personal Representative, as Beneficiary, dated December 1, 2022, filed for record on December 5, 2022 in Book 1084 of Micro Records, Page 107, and re-filed on December 7, 2022 in Book 1084 of Micro Records, Page 268 in the principal sum of \$3,350,000.00.

NOTE: GENERAL COUNTY TAXES FOR THE YEAR 2022 ARE PAID IN THE AMOUNT OF \$5,772.02. (SUID NO. 913204)

NOTE: GENERAL COUNTY TAXES FOR THE YEAR 2022 ARE PAID IN THE AMOUNT OF \$2,793.17. (SUID NO. 1965609)

NOTE: GENERAL COUNTY TAXES FOR THE YEAR 2022 ARE PAID IN THE AMOUNT OF \$55.25. (SUID NO. 4319437)

END OF EXCEPTIONS

**LEGAL DESCRIPTION**

**Parcel I:**

**Tract 1 of Certificate of Survey No. 4969, a tract of land located in the Southeast one-quarter of Section 6, Township 12 North, Range 19 West, Principal Meridian, Montana, Missoula County, Montana.**

**Parcel II:**

**A strip, piece or parcel of land situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 6, Township 12 North, Range 19 West, of the Principal Meridian, and more particularly described as follows:**

**Beginning at a point on the South boundary of the NE $\frac{1}{4}$ , Section 6, Township 12 North, Range 19 West, of the Principal Meridian, and which point of beginning is 726 feet East of the Southwest corner of the NE $\frac{1}{4}$  of said Section; thence, N.0°24'E., a distance of 300 feet; thence, N.88°59'30"E., a distance of 596.42 feet; thence, S.0°21'45"W., a distance of 300 feet to a point on the South boundary of the NE $\frac{1}{4}$  of Section 6; thence, S.88°59'30"W., along said boundary for a distance of 596.61 feet to the place of beginning.**

**Recording Reference: Book 463 of Micro Records at Page 1453**

**Parcel III:**

**Tract A of Certificate of Survey No. 6904, located in the Southeast one-quarter of Section 6, Township 12 North, Range 19 West, P.M.M., City of Missoula, Missoula County, Montana.**

**TO BE PLATTED AND KNOWN AS MEADOW VIEW HOMES SUBDIVISION**

**END OF LEGAL DESCRIPTION**

Marshall Henry

INDIVIDUAL

RIGHT-OF-WAY EASEMENT

BOOK 19 PAGE 382

MARSHALL J. HENRY and KATHRYN E. HENRY, his wife  
and \_\_\_\_\_, his wife

of Missoula, Montana, in consideration of \$1.00, and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, do hereby grant and convey to THE MONTANA POWER COMPANY, a corporation, whose post office address is 40 E. Broadway, Butte, Montana, and to its successors, assigns and permittees, the right to construct, maintain, operate and remove

an electric power line and communication system  
WATER SER LINE  
a gas pipe line

over, under, along and across that certain real property located in MISSOULA County, Montana, and particularly described as follows, to-wit:

NW 1/4 SE 1/4 SECTION 6  
TOWNSHIP 12 NORTH, RANGE 19 WEST, M.P.M.

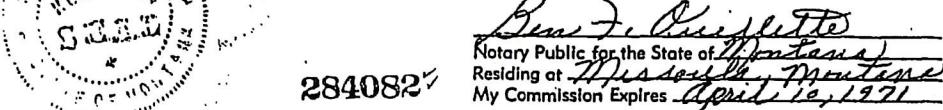
Together with reasonable right of access to said right of way over and along existing roads and trails and the right to clear and remove all timber and brush from the right of way \_\_\_\_\_ feet on each side of said line and to cut and remove such trees outside of such right of way which may endanger said line or lines.

WITNESS our hands this 4 day of AUGUST 1969  
Marshall J. Henry x Kathryn E. Henry

STATE OF Montana }  
COUNTY OF Missoula } ss

On this 4 day of August 1969, before me, a Notary Public for  
the State of Montana, personally appeared Marshall J. Henry  
and Kathryn E. Henry,  
known to me to be the person whose name is \_\_\_\_\_ are subscribed to the above instrument and  
acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first  
above written 1/1/69

  
2840825  
Notary Public for the State of Montana  
Residing at Missoula, Montana  
My Commission Expires April 10, 1971

Filed for record this 22 day of August, 1969 at  
3:35 o'clock P.M. and Recorded in Book 19 of Missoula  
on Page 382 of the Records of County of Missoula  
State of Montana.

VERAMAE R. CROUSE

200  
Clerk and Recorder

By Marshall J. Henry

Project 24 Mt Main

Map No. \_\_\_\_\_

W. O. No. 9-22335 3100-2

Return to: THE MONTANA POWER COMPANY  
Land Department  
P. O. Box 1338  
Butte, Montana

Planned by: John J. Doherty  
Donald A. Doherty  
Division Accountant  
The Montana Power Co.  
Missoula, Montana 59001

INDIVIDUAL  
RIGHT-OF-WAY EASEMENT      BOOK 18 PAGE 1242

Harold W. Rowan and Harriett M. Rowan his wife  
and \_\_\_\_\_, his wife

of \_\_\_\_\_ San Pablo, \_\_\_\_\_, in consideration of \$1.00, and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, do hereby grant and convey to THE MONTANA POWER COMPANY, a corporation, whose post office address is 40 E. Broadway, Butte, Montana, and to its successors, assigns and permittees, the right to construct, maintain, operate and remove

~~anywhere on the above described property~~

a gas pipe line

over, under, along and across that certain real property located in \_\_\_\_\_ Missoula \_\_\_\_\_ County, Montana, and particularly described as follows, to-wit:

SE<sup>1</sup> SW<sup>1</sup> NE<sup>1</sup>, Section 6, Township 12 North, Range 19 West, M.P.M.

Installation of 6inch. natural gas line, lying approx. 5 feet within the

extreme South property line and East property line of a 4 acre tract of land

Together with reasonable right of access to said right of way over and along existing roads and trails and the right to clear and remove all timber and brush from the right of way \_\_\_\_\_ feet on each side of said line and to cut and remove such trees outside of such right of way which may endanger said line or lines.

WITNESS my hand this 29 day of May 1969

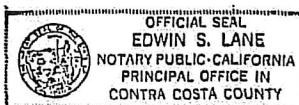
x Harriett M. Rowan x Harriett M. Rowan  
Attn: Paralegal at  
Harriett M. Rowan

STATE OF California  
CITY OF Contra Costa } 55  
COUNTY OF

On this 29th day of May, 1969, before me, a Notary Public for  
the State of California, personally appeared

Harriett M. Rowan  
known to me to be the person whose name is subscribed to the above instrument and  
acknowledged to me that she executed the same.

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



Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_ EDWIN S. LANE  
My Commission Expires July 10, 1970

283216

Filed for record this 21st day of July, 1969 at  
2:36 o'clock PM and Recorded in Book 18 of Deeds,  
on Page 1242 of the Records of County of Missoula

State of Montana.  
Fee 2.00 cash

VERAMAE R. CROUSE

Clerk and Recorder

By Veramae R. Crouse

Project \_\_\_\_\_

Return to: THE MONTANA POWER COMPANY

Land Department  
P. O. Box ~~1526~~ 1526  
Butte, Montana  
Missoula,

Allen W. G. Hardy

Map No. \_\_\_\_\_

W. O. No. 122335

270 9199

102 feet 920

## RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Sixty Thousand <sup>No. 100</sup> dollars (\$60,000) is hereby paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit: A strip of land 10 feet in width said strip is located in the NW 1/4 Section 6 Township 12 North Range 11 West P.M.M. Said strip is also shown on Exhibit 'A' attached hereto and made Part hereof.

situate in County of Missoula, State of Montana -  
TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the  
above-described property, the right to clear and keep cleared all trees and other obstructions as may be  
necessary and the right to pass other ~~any~~ <sup>any</sup> way or ways to use the right of way jointly with Grantor for  
their utility purposes.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 5 day of August, A. D. 1922

A. M. S. S. A. H.

Marshall J. Kern  
Henry Rotterman

(Add below a form of acknowledgement appropriate for the state in which the right-of-way is located and for the party who is assuming the right-of-way, see LIL 173, Sec. 5 for proper form.)

State of Massachusetts)  
County of Massachusetts)

On this 1 day of August, 1977, before me, the undersigned, a Notary Public in and for the State of Montana personally appeared Marshall J. Mathew Hensley, known to me to be the person(s) whose name(s) he subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal thereto, and year in this certificate first above written.



Notary Public for the State of Montana  
Residing at Helena Montana  
My Commission Expires October 21, 1971.

### 11. **Recording information**

406494

I received and filed this instrument for record on the 23 day of Aug, 1972 at 10:30 a.m. of stock A, B, and C, is recorded in Vol. 112 of 1130 Records of the County of Missoula, State of Montana, on page 220 File # 4.  
Paid Ch return to Magistrate Bell to messe my hand, Roberto Frank, County Recorder  
Address R.M. Dept. 100-101 Park St. Mary Shultz Deputy  
Montana 59801  
See following Exhibit

87E GEL 52'

Fig. 1. West 1/4 of Section 11

85

102 PAGE 921

BLOCK 1

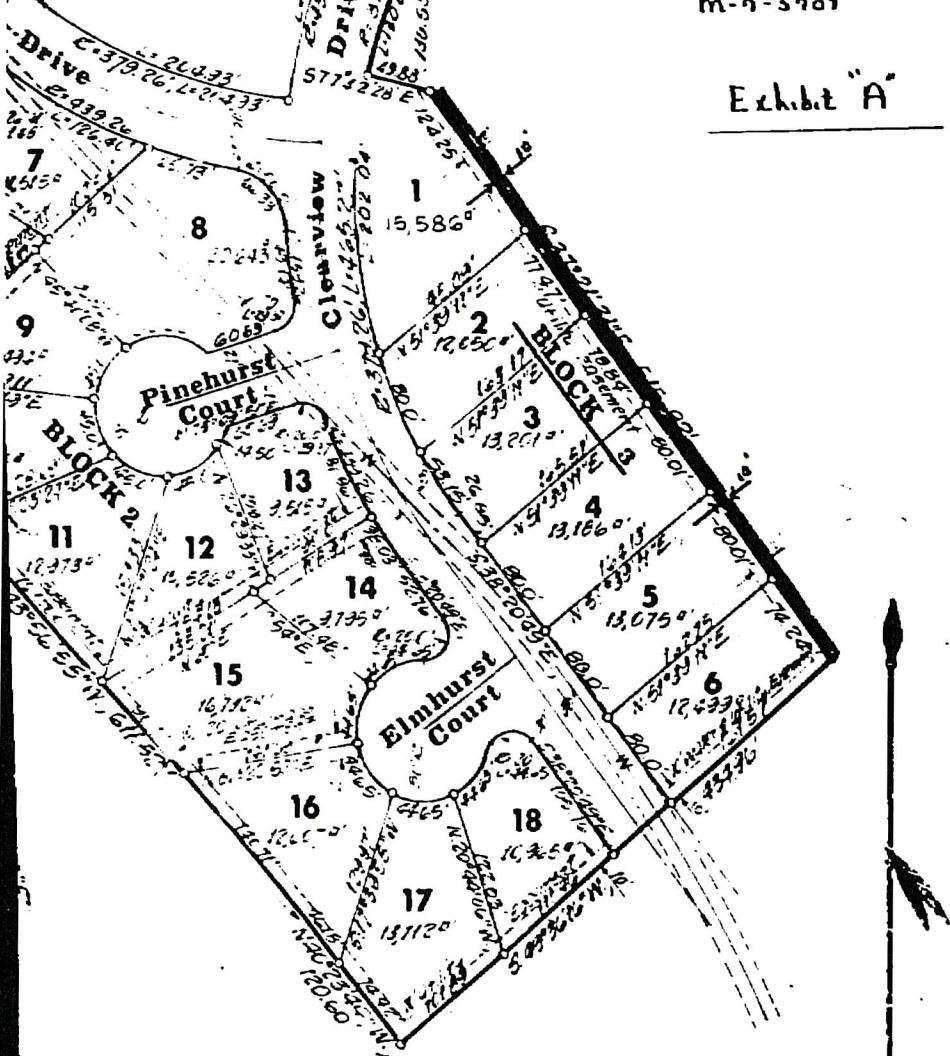
1863' C'  
15 Acres

R/LW # 9199

NE<sup>1</sup> SE<sup>4</sup> Section 11  
Township 12 North  
Range 19 West

M-9-5709

Exhibit "A"



939.5641

Return to:  
City of Missoula  
435 Ryman Street  
Missoula, MT 59802

APX

**PUBLIC TRAIL EASEMENT  
FROM CLEARVIEW WAY TO HILLVIEW WAY  
MISSOULA, MONTANA**

This Easement is made and entered into this 14<sup>th</sup> day of March 2006, by and between PATRICIA HENRY TONKIN, ("Grantor"), and THE CITY OF MISSOULA, a municipal corporation pursuant to the laws of the State of Montana ("Grantee"). Grantor hereby grants and conveys to Grantee a 12 feet wide perpetual public access easement for the purpose of public non-motorized access along the western and northern boundary line of Grantor's property located at 4824 Clearview Way, Missoula, Montana, legally described as:

A tract of land located in the SE ¼ of Section 6, Township 12 North, Range 19 West, P.M.M., Missoula County, Montana, being more particularly described as Tract 1 of Certificate of Survey No. 4969.

The purpose of the easement is to provide for public non-motorized access from Clearview Way to Hillview Way across Grantor's property as depicted in the attached Exhibit "A".

**TERMS AND CONDITIONS**

The easement shall be subject to the following terms and conditions:

- 1) Grantee, on behalf of the public, shall have the right to access the easement to construct, maintain, and regulate a public trail as part of the City of Missoula's trail system.
- 2) Grantee shall construct an approximately 4.5' high post and non-climbable wire fence with top-rail parallel to Grantor's existing fence in order to separate the public trail from Grantor's livestock pasture. Grantee is solely responsible for maintaining this fence and the Grantor is responsible for maintaining her boundary-line fence.



- 3) Public access to the property is limited to foot, bicycle, and horse travel only; motorized access is prohibited except for the purposes of trail maintenance.
- 4) Camping, littering, fires, removal of or intentional damage to vegetation, and discharge of firearms for hunting or any other purpose is prohibited.
- 5) Public access is allowed only between the hours of 6 a.m. and 11 p.m.
- 6) Any other reasonable rules requested by the Grantor in order to protect Grantor's livestock from disturbance from public use of the trail.

#### **VIOLATIONS**

Violations of any of these conditions will be acts in excess of any privilege to enter the property and in addition to any other remedy provided by law can be considered a trespass under both criminal and civil laws. Violations by individual members of the public is cause for the GRANTOR, at the GRANTOR'S sole discretion, to revoke or limit that individuals' right to enter the property.

#### **BINDING EFFECT**

This trail easement is permanent and runs with the land and is binding upon the successors and assigns of each of the parties hereto.

#### **AMENDMENTS**

This easement may be amended with the written mutual consent of the parties.

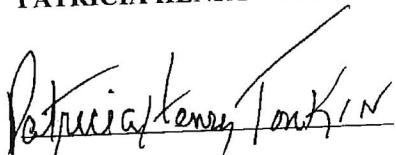
#### **ATTORNEY FEES**

In any action brought by Grantor or Grantee to enforce any of the terms of this easement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court shall determine just.

**IN WITNESS WHEREOF**, Grantor and Grantee have signed this easement on the day and year first written above.

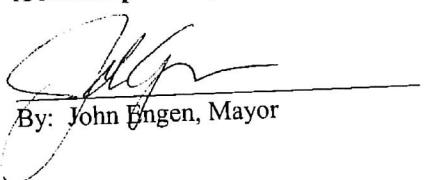
#### **GRANTOR:**

**PATRICIA HENRY TONKIN**



#### **GRANTEE:**

**THE CITY OF MISSOULA**  
A Municipal Corporation

  
By: John Engen, Mayor

ATTEST: John Kelley Stall

Marty Rehbein, City Clerk

*Deputy*

State of Montana

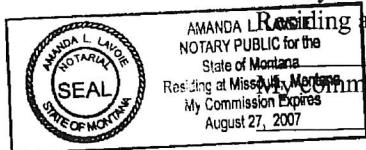
) ss.

County of Missoula )



The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2006 by John Engen, Mayor of the City of Missoula, Montana.

John Engen  
Notary Public for the State of Montana



(seal)

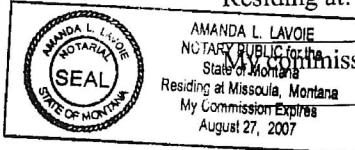
State of Montana )  
) ss.

County of Missoula )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of March 2006, by Patricia Henry Tonkin.

Patricia Henry Tonkin  
Notary Public for the State of Montana

Residing at:

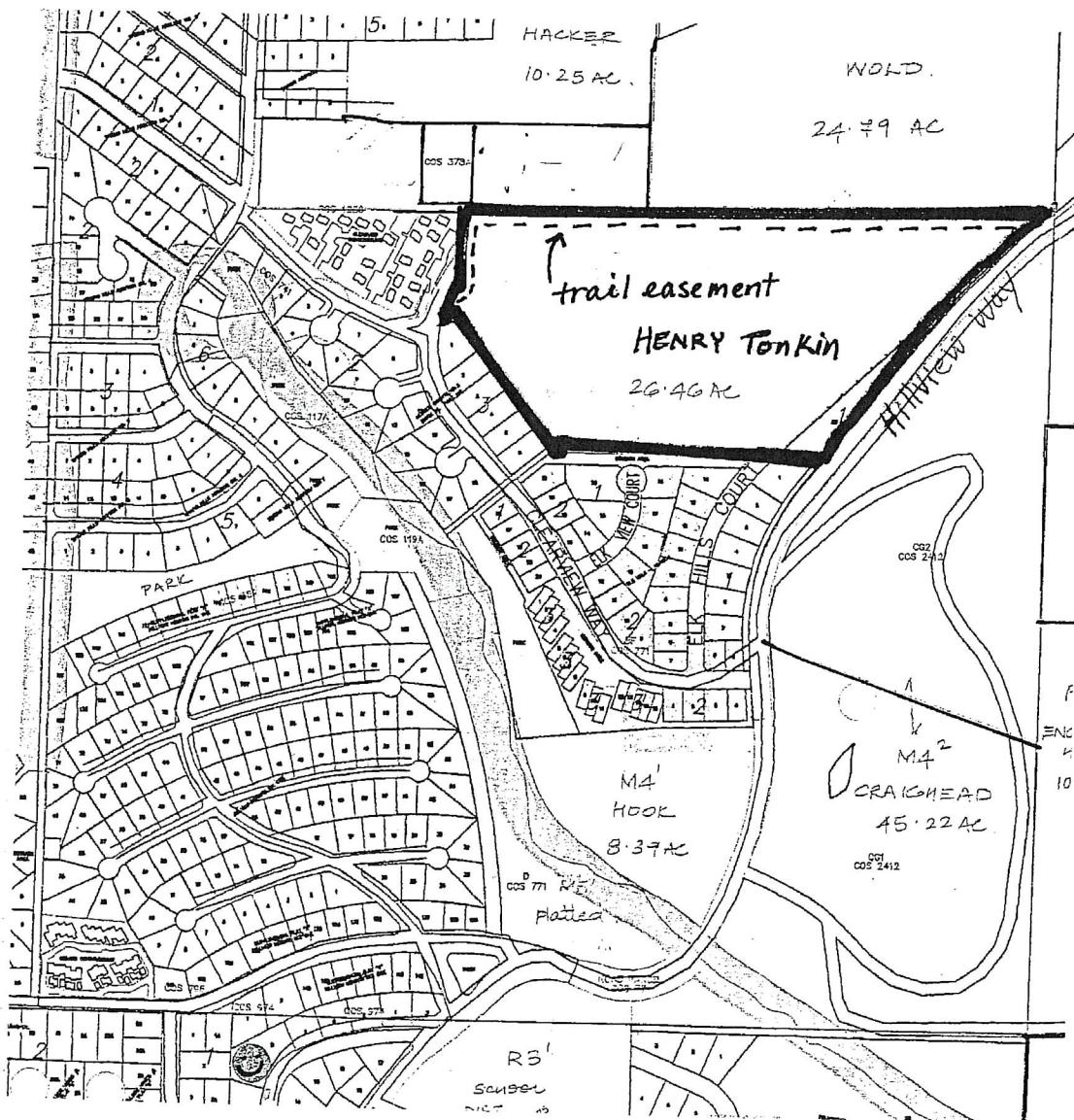


(seal)



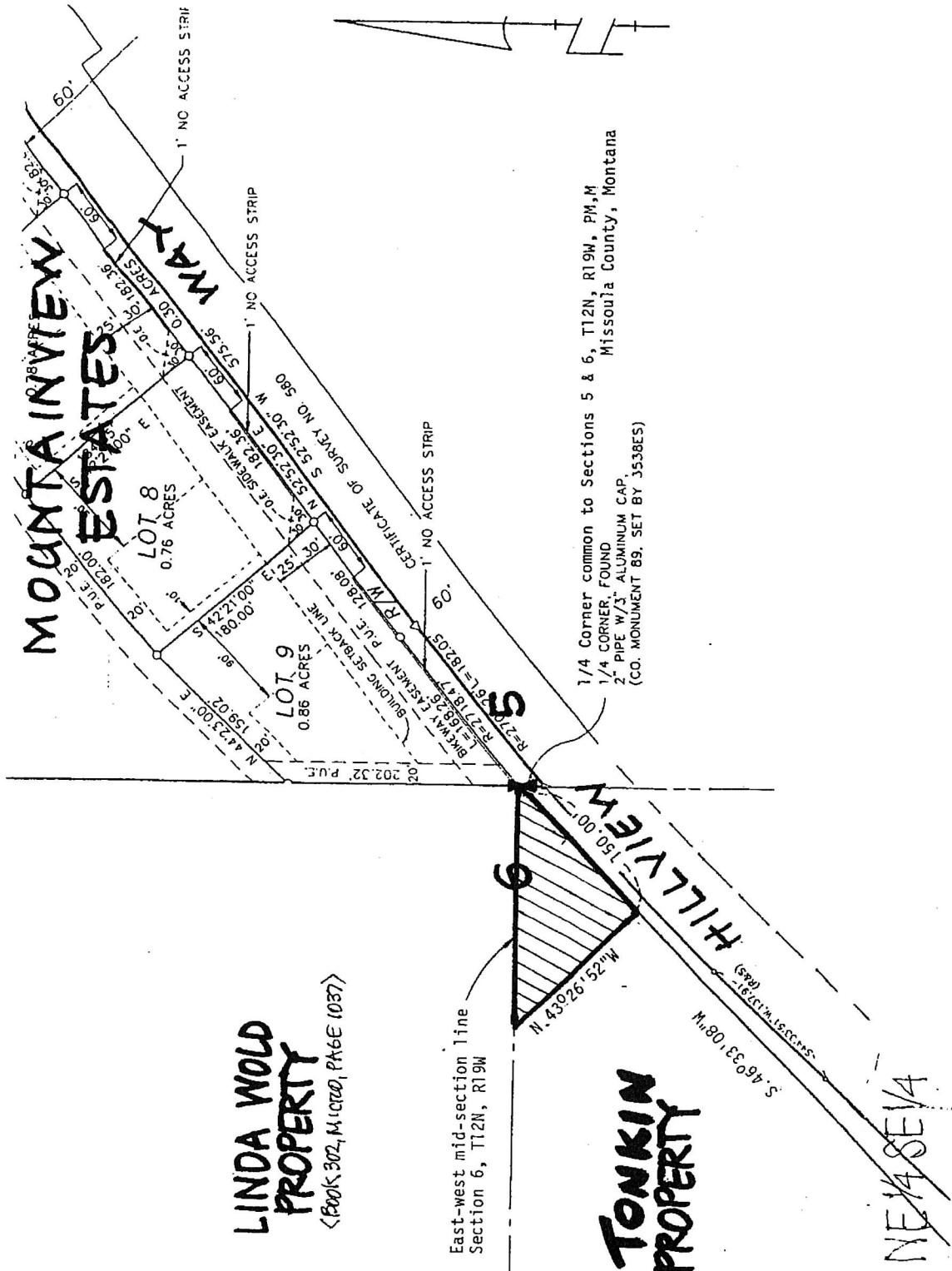
Exhibit A

Trail Easement



200422848

Page: 3 of 3  
08/11/2004 01:06P  
Bk-737 Pg-1282





## EASEMENT LEGAL DESCRIPTION

A tract of land located in and being a portion of the Northeast one-quarter of the Southeast one-quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 6, Township 12 North, Range 19 West, Principal Meridian, Montana, Missoula County, Montana, and being more particularly described as follows:

Commencing at the one-quarter common to Sections 5 & 6, said point being the northeast corner of Lot 23, Block 1, Elk Hills, Phase I, a platted subdivision of Missoula County, Montana; also being the southwesterly corner of Lot 9, Mountainview Estates, a platted subdivision of Missoula County, Montana, and being the true point of beginning; thence S.46°33'08"W., along the northwesterly boundary of Lot 23, Block 1, Elk Hills, Phase I, a distance of 150.00 feet; thence running N.43°33'08"W., perpendicular to said line, to a point on the east-west mid-section line of Section 6, said mid-section line being the south boundary of that parcel of land described in Book 302, Page 1037, Micro Records of Missoula County; thence easterly, along said mid-section line, being the south line of said Book 302, Page 1037, Micro Records of Missoula County, to the true point of beginning.

Containing approximately 11,000 square feet, and all according to the attached exhibit.

*Prepared by:*

**PROFESSIONAL CONSULTANTS, INCORPORATED** - September 5, 1996  
*(not based on a survey)*

3  
FB



08/11/2004 01:08P  
Bk-737 Pg-1282

200422848

Page: 1 of 3

08/11/2004 0

Bk-737 Pg-1282

## **EASEMENT**

K. Patricia Tonkin of Missoula, Montana, (Grantor) in consideration of good and valuable consideration, receipt of which is hereby acknowledged, hereby grants an easement to Linda M. Wold, Polson, Montana (Grantee), the legal description of which is described on Exhibit A, attached hereto.

This easement is for the benefit of and appurtenant to Grantee's lands adjacent to such easement. Grantee, her heirs, successors and assigns shall have unrestricted right to use said roadway for purposes of ingress and egress, and shall have the right, privilege and authority to construct, reconstruct, maintain, repair and improve such roadway.

DATE: 1/22, 2004

GRANTOR:  
K. Patricia Tonkin  
K. PATRICIA TONKIN

#### ACKNOWLEDGMENT

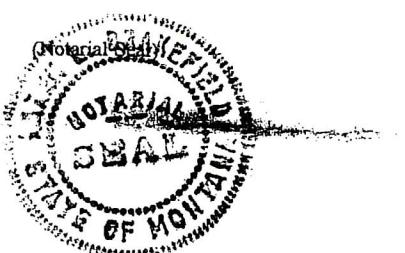
7-23-84

STATE OF MONTANA )  
County of Missoula ) : ss.

On this 23rd day of July, 2004, before me, the undersigned, a Notary Public for the State of Montana, personally appeared K. Patricia Tonkin known to me to be the person whose names is subscribed to the within and foregoing agreement, and acknowledged to me that she executed the same.

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

Karen L. Brakfield  
NOTARY PUBLIC, State of Montana  
Residing at: Missoula, Montana  
My Commission expires: May 5, 2005  
Notary name printed: Karen L. Brakfield



## THE UNITED STATES OF AMERICA.

Certificate No. 340 } To all to Whom these Presents shall Come---GREETING:

WHEREAS, Henry Rehder of Missoula County  
Montanahas deposited in the General Land Office of the United States a Certificate of the Register of the Land Office  
at Missoula Montana whereby it appears that full payment has been made  
by the said Henry Rehderaccording to the provisions of the Act of Congress of the 24th of April, 1820, entitled, "An Act making further  
provisions for the Sale of the Public Lands," and the acts supplemental thereto, for the the numbered  
one and two and the South half of the North East-  
Quarters of Section six in Township twelve North  
of Range nineteen West of the Montana Meridian  
in Montana containing one hundred and  
fifty-four acres and forty-five hundredths of  
an acreaccording to the Official Plat of the Survey of the said Land, returned to the General Land Office by the  
Surveyor General, which said Tract has been purchased by the said Henry RehderNOW, KNOW YE, That the United States of America, in consideration of the premises, and in conformity  
with the several Acts of Congress in such case made and provided, have GIVEN and GRANTED, and by these  
presents do GIVE and GRANT, unto the said Henry Rehder  
and to his heirs, the said Tract above described.TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances  
of whatsoever nature thereunto belonging, unto the said Henry Rehder  
and to his heirs  
and assigns forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing  
or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be  
recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of  
the proprietor of a vein or lode, to extract and remove his ore therefrom, should the same be found to penetrate or  
intersect the premises hereby granted, as provided by law. AND THERE IS RESERVED FROM THE LANDS HEREBY GRANTED, A  
RIGHT OF WAY THEREON FOR DITCHES OR CANALS CONSTRUCT-  
ED BY THE AUTHORITY OF THE UNITED STATES.IN TESTIMONY WHEREOF, I, Benjamin Harrison President of the United  
States of America, have caused these letters to be made Patent, and the Seal of  
the General Land Office to be hereunto affixed.Given under my hand, at the City of Washington, the first  
day of February, in the year of our Lord one thousand eight hundred  
and ninety three, and of the Independence of the United  
States the one hundred and seventeenth.BY THE PRESIDENT: Benjamin Harrison  
By W. Mc Keen Secretary.

Recorded Vol. 1a

Page 247

D. P. Roberts

Recorder of the General Land Office.

Filed for Record at 2:00 o'clock P.M., 2nd Aug A.D. 1894, and recorded at the request ofBy A. A. Boyd Deputy.

Geo. T. Single Recorder

## THE UNITED STATES OF AMERICA.

Homestead Certificate No. 490 } To all to Whom these Presents shall Come—GREETING:  
Application 110 }

WHEREAS, There has been deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Missoula, Montana, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Harriet MacLay has been established and duly consummated, in conformity to law, for the

South East quarter of Section 11 in Township Thirteen, Ranch of Range Nineteen West of Montana Meridian in Montana, containing One hundred and Sixty acres.

according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor General:

NOW, KNOW YE, That there is, therefore, granted by the United States unto the said Harriet MacLay the tract of land above described:

TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said Harriet MacLay and to her heirs and assigns, forever; subject to any vested and accrued water rights for mining, agriculture, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode, to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law, and rights reserved from the tract for ditches or canals constructed by the authority of the State of Montana.  
IN TESTIMONY WHEREOF, I, Grover Cleveland, President of the United

States of America, have caused these Letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the ~~thirteenth~~ <sup>first</sup> day of October, in the year of our Lord one thousand eight hundred and Ninety Six, and of the Independence of the United States the one hundred and twelve <sup>first</sup>.

BY THE PRESIDENT: Grover Cleveland

By J. A. Cugh, acting, Secretary.

Recorded Vol. 12 Page 574 D. B. Damon Recorder of the General Land Office.

Filed for Record at 3:15 o'clock P. M., November 93 A. D. 1896, and recorded at the request of A. J. Bailey

By Bob Matheson Deputy.

Return to:  
City Clerk  
435 Ryman  
Missoula, MT 59802

201006160 B: 857 P: 845 Pages: 2  
03/31/2010 04:15:41 PM Easement  
Vickie M Zeier, Missoula County Clerk & Recorder



**PUBLIC SANITARY SEWER EASEMENT** E-2516

THIS CONVEYANCE made this 6 day of July 2009, by and between  
Nathan G. Olson, Grantor(s), referred to as "Owner" and the City of Missoula, Montana, a municipal corporation,  
organized and existing under and by virtue of the laws of the State of Montana, Grantee.

**WITNESSETH:**

That the Owner, for and in consideration of the sum of one dollar (\$1.00) to him/her in hand paid by the City of Missoula, receipt of which is hereby acknowledged. The Owner hereby grants, conveys and warrants to the City of Missoula, its successors and assigns, a permanent easement and right-of-way across real property, for the purpose of constructing, maintaining, altering, reconstructing and/or removing a sanitary sewer main and appurtenances shown on the attached diagram on a strip of land over, under and across a portion of the following described real property, to-wit:

*Lot 3, Block 6, First Supplement to Larkspur Addition, a Subdivision of Missoula County, located in the Northeast one-quarter (NE1/4) of Section 6, Township 12 North, Range 19 West, Principal Meridian, Montana. T4 x R10 S845306*

Said easement across said portion being more particularly described as follows:

*the southerly seven and one half (7.5) feet of Lot 3, Block 6, First Supplement to Larkspur Addition*

as appears on the attached Exhibit "A" and by this reference made a part hereof.

This conveyance shall be subject to the conditions that the City of Missoula shall have the right to make only such a use of this real property and excavation on this real property as is reasonably necessary for the laying of the sanitary sewer main and the surface of the ground shall be restored as close as reasonably possible to its original condition as promptly as possible after the sanitary sewer line is laid, at no cost to the Grantor, and provided, however, that the City of Missoula shall have the right at all future times to enter upon the said premises for the purposes necessary to maintain and repair, replace, enlarge, place additional lines or remove said sanitary sewer main and appurtenances at the expense of the City of Missoula. In the event the City of Missoula disturbs the ground for future uses stated above, the disturbed ground shall be restored by the City of Missoula at no cost to the Grantor and as close as reasonably possible to its original condition as promptly as possible and to the satisfaction of the owner.

The Owner agrees not to build any kind of a permanent structure that will prevent access to the easement for maintenance purposes.

Binding Effect. This grant of Easement, which shall be recorded at the Missoula County Clerk and Recorder's Office, is binding upon the heirs, executors, personal representatives, assigns and successors of the parties hereto and shall run with the land.

IN WITNESS WHEREOF, the Owner has hereunto set his/her hand and seal this 6 day of July  
\_\_\_\_\_, 2009.

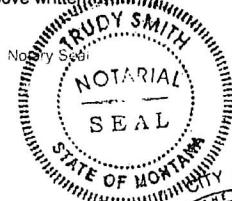


Owner – Nathan G. Olson

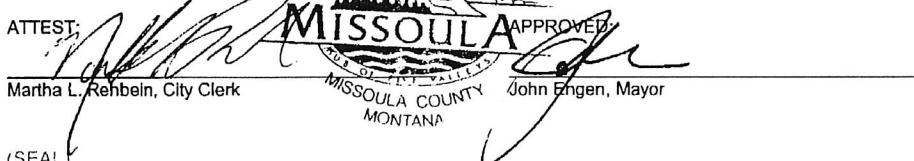
STATE of MONTANA      )  
                                    } ss.  
County of Missoula      )

ON this 6 day of July, 2009, before me, the undersigned, a Notary Public for the State of Montana,  
personally appeared Nathan G. Olson, known to me to be the person(s)  
whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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



ss Trudy Smith  
Printed Notary Name: Trudy Smith  
Notary Public for the State of Montana.  
Resides in Missoula  
My Commission Expires: Sept 25, 2011 MM/DD/YYYY

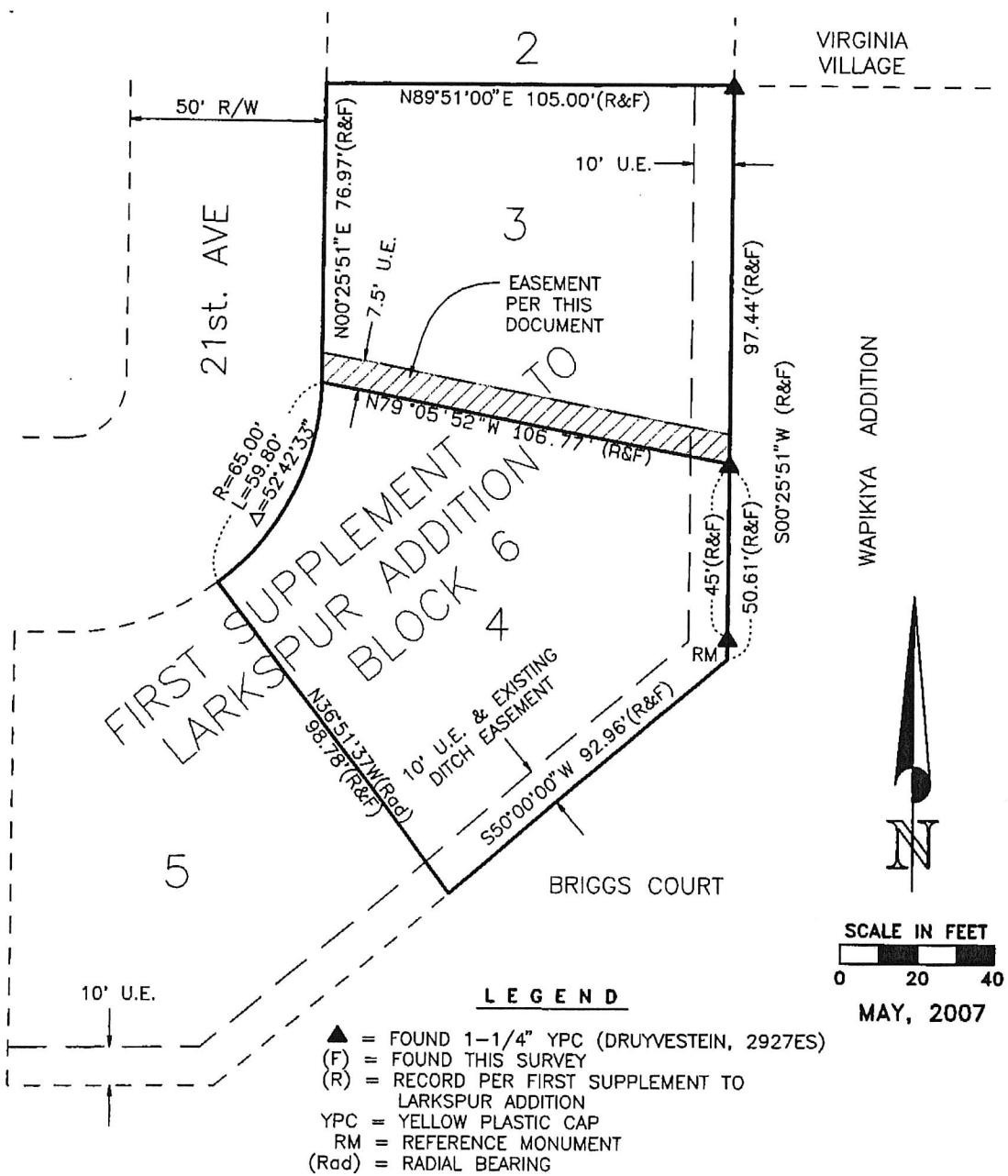


ATTEST: Martha L. Rehbein, City Clerk

APPROVED: John Engen, Mayor

(SEAL)

03/31/2010 04:15:41 PM EXHIBIT "A"



**LEGAL DESCRIPTION**

The Southerly seven and one half (7.5) feet of Lot 3, Block 6, FIRST SUPPLEMENT TO LARKSPUR ADDITION, a Subdivision of Missoula County, located in the Northeast one-quarter (NE1/4) of Section 6, Township 12 North, Range 19 West, Principal Meridian, Montana.



## **Professional Consultants Inc.**

3115 RUSSELL ST. PO BOX 1750  
MISSOULA, MONTANA

PHONE 406-728-1880  
FAX 406-728-0276

PREPARED AT THE REQUEST OF: JOHNSON BROTHERS  
PCI PROJECT: 7348-04

Return to:  
City Clerk  
435 Ryman  
Missoula, MT 59802

201006161 B: 857 P: 846 Pages: 2  
03/31/2010 04:16:24 PM Easement  
Vickie M Zeier, Missoula County Clerk & Recorder



PUBLIC SANITARY SEWER EASEMENT E 257

THIS CONVEYANCE made this 18<sup>th</sup> day of September 2007, by and between  
Deanna J. Lienau, Grantor, referred to as "Owner" and the City of Missoula, Montana, a municipal corporation,  
organized and existing under and by virtue of the laws of the State of Montana, Grantee.

WITNESSETH:

That the Owner, for and in consideration of the sum of One Dollar (\$1.00) to him/her in hand paid by the City of Missoula, receipt of which is hereby acknowledged. The Owner hereby grants, conveys and warrants to the City of Missoula, its successors and assigns, a permanent easement and right-of-way across real property, for the purpose of constructing, maintaining, altering, reconstructing and/or removing a sanitary sewer main and appurtenances shown on the attached diagram on a strip of land over, under and across a portion of the following described real property, to-wit:

*Lot 4, Block 6, First Supplement to Larkspur Addition, a Subdivision of Missoula County, located in the Northeast one-quarter (NE1/4) of Section 6, Township 12 North, Range 19 West, Principal Meridian, Montana. T A X 10 S 84 S 319*

Said easement across said portion being more particularly described as follows:

*the northerly seven and one half (7.5) feet of Lot 4, Block 6, First Supplement to Larkspur Addition*

as appears on the attached Exhibit "A" and by this reference made a part hereof.

This conveyance shall be subject to the conditions that the City of Missoula shall have the right to make only such a use of this real property and excavation on this real property as is reasonably necessary for the laying of the sanitary sewer main and the surface of the ground shall be restored as close as reasonably possible to its original condition as promptly as possible after the sanitary sewer line is laid, at no cost to the Grantor, and provided, however, that the City of Missoula shall have the right at all future times to enter upon the said premises for the purposes necessary to maintain and repair, replace, enlarge, place additional lines or remove said sanitary sewer main and appurtenances at the expense of the City of Missoula.

The Owner agrees not to build any kind of a permanent structure that will prevent access to the easement for maintenance purposes.

Binding Effect. This grant of Easement, which shall be recorded at the Missoula County Clerk and Recorder's Office, is binding upon the heirs, executors, personal representatives, assigns and successors of the parties hereto and shall run with the land.

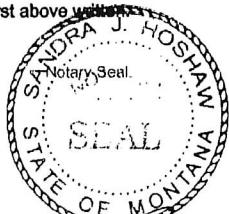
IN WITNESS WHEREOF, the Owner has hereunto set his/her hand and seal this 18<sup>th</sup> day of September, 2007.

Deanna J. Lienau  
Owner - Deanna J. Lienau

STATE of MONTANA )  
) ss.  
County of Missoula )

ON this 18<sup>th</sup> day of September, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DeAnna J. Lienau known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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



ss Sandra J. Hoshaw  
Printed Notary Name: Sandra J. Hoshaw  
Notary Public for the State of Montana  
My Commission Expires: 12-18-2010  
Residing in Missoula MM/DD/YYYY

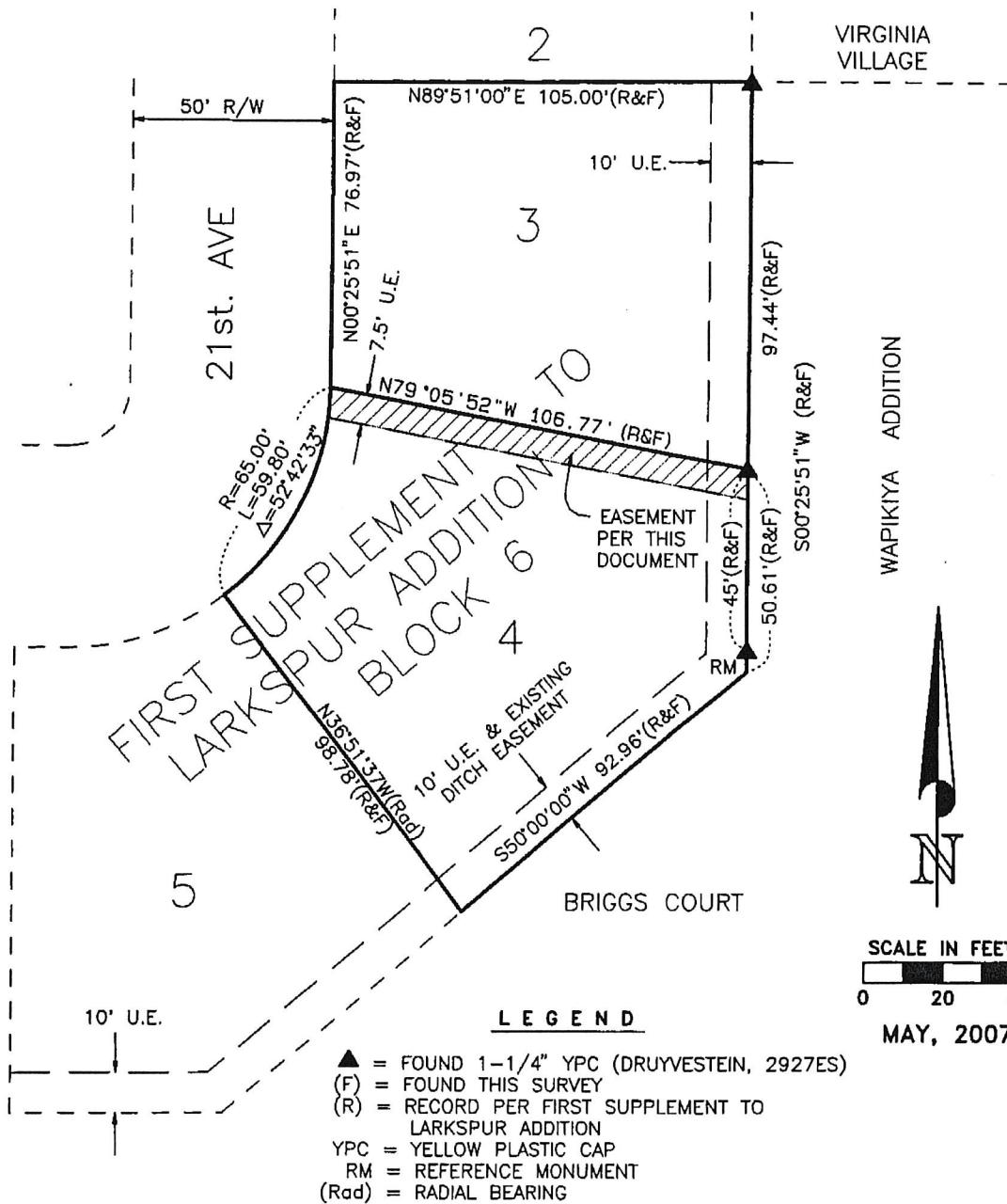
ACCEPTANCE

ATTEST:  
Martha L. Rehbein, City Clerk

APPROVED:  
John Engen, Mayor

(SEAL)



**EXHIBIT "A"**



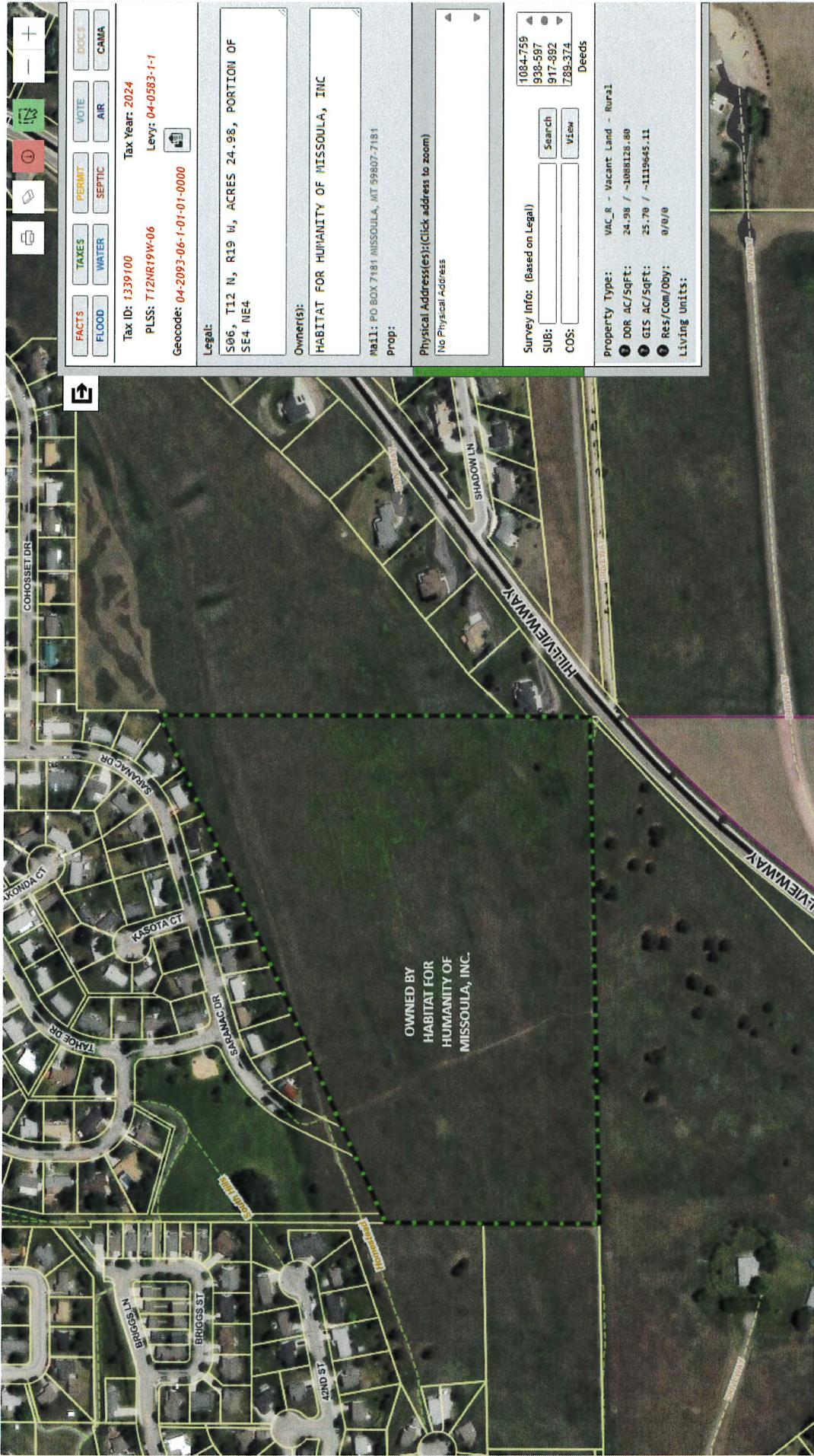


## 4.0-ACRE PARCEL



<b>Legal:</b> S06, T12 N, R19 W, ACRES 4, IN SW4 NE4	<b>Tax ID:</b> 1965609 <b>PLSS:</b> T12NR19W-06 <b>Geocode:</b> 04-2093-06-1-16-17-0000	<b>Tax Year:</b> 2023 <b>Levy:</b> 04-0583-1-1
<b>Owner(s):</b> MEADOWVIEW PARTNERS LLC		
Mail: 250 NW FRANKLIN AVE STE 401 BEND, OR 97703-2814 Prop: 4824 CLEARVIEW DR MISSOULA, MT 59803		

## 25-ACRE PARCEL TO NORTH



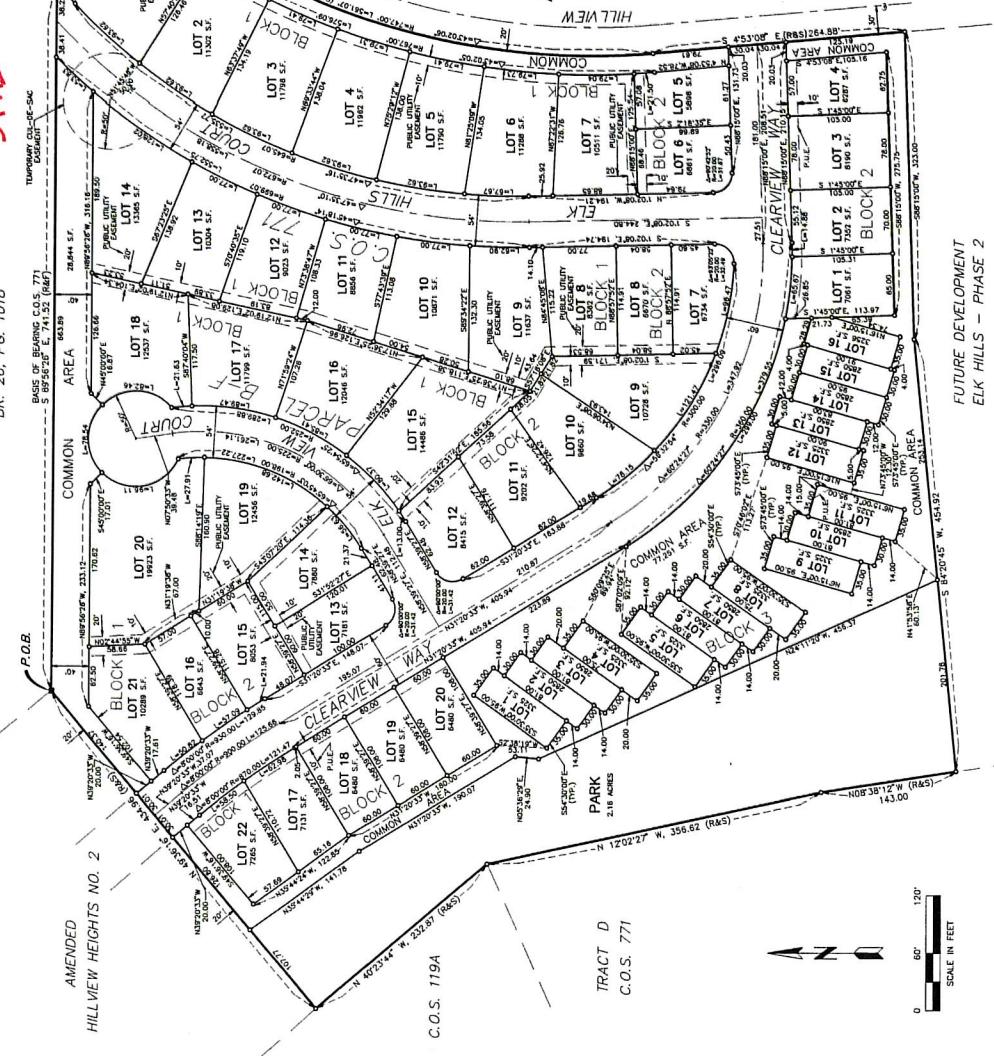


# ELK HILLS - PHASE 1

AN URBAN RESIDENTIAL SUBDIVISION LOCATED IN  
THE SE 1/4, SECTION 6, T. 12 N., R. 19 W., P.M.M.,  
MISSOURI, MONTANA.

**SITE**

BK. 26, PG. 1018

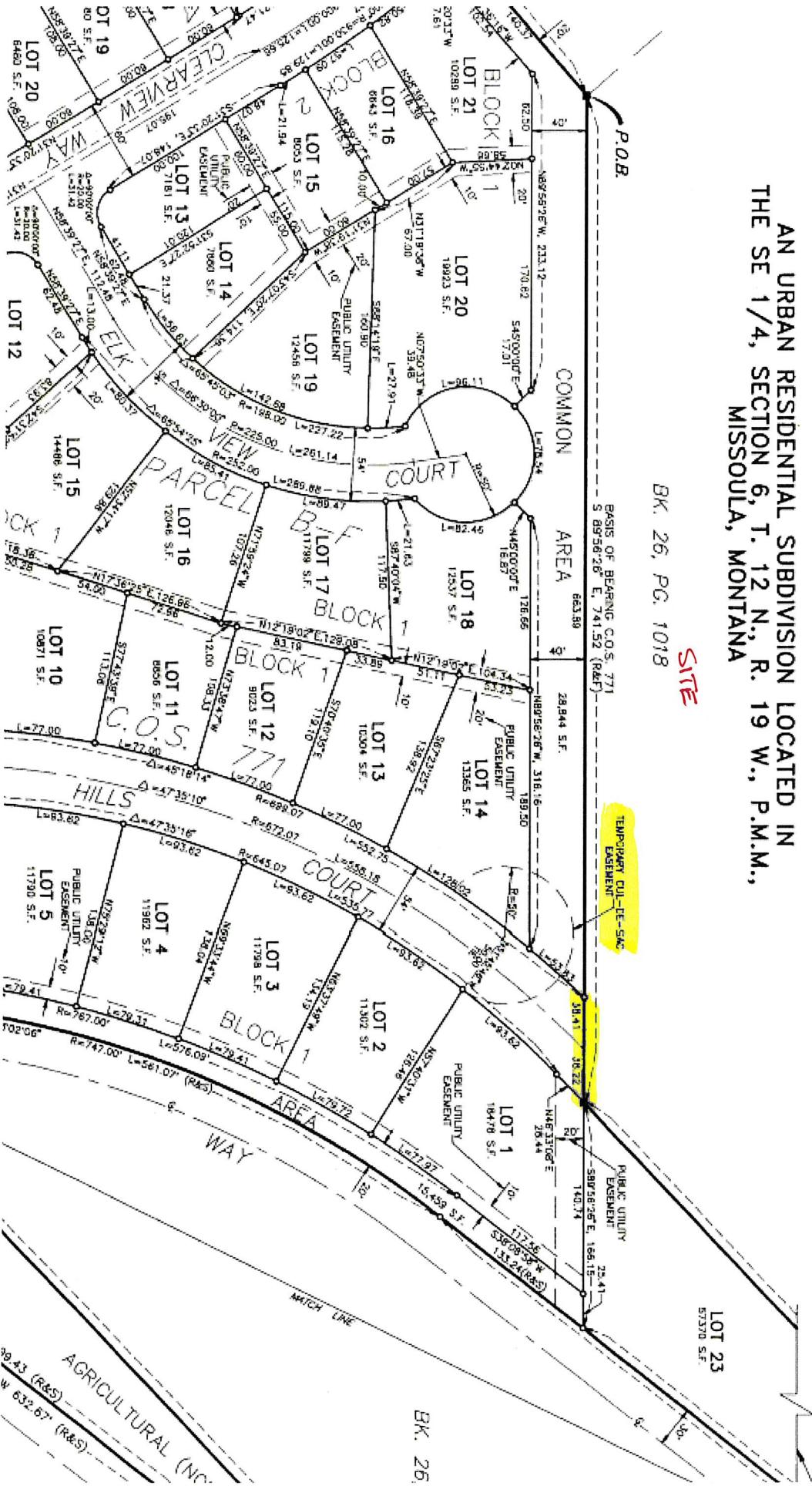


# ELK HILLS - PHASE 1

AN URBAN RESIDENTIAL SUBDIVISION LOCATED IN  
THE SE 1/4, SECTION 6, T. 12 N., R. 19 W., P.M.M.,  
MISSOULA, MONTANA

BK. 26, PG. 1018

卷之三



## EXCERPT FROM ELK HILLS SUBDIVISION STAFF REPORT - JULY 21, 1992

on the south side of Clearview Way have been modified into curving pedestrian pathways which will provide a continuous path along the length of the block.

**Cul-de-sacs** will access the single family homes in Tract B (phase 1).

**Elk Hills Court** will be a paved 33 foot wide street with a 54 foot right of way, curbs, gutters, and five (5) foot wide sidewalks on both sides of the street with the exception of the temporary turnaround. Although this cul-de-sac extends 750 feet, 150 feet beyond the standard 600 foot length, the developer is not required to request a variance since the proposed subdivision is in a Planned Unit Development. The developer has helped to mitigate any adverse effects by providing a paved vehicle turnaround on Elk Hills Court. In addition, the developer has provided an easement to the north for a future street extension should further subdivision occur. According to the Fire Chief, the proposed cul-de-sac can safely handle emergency vehicles and traffic demands as well as provide for any future extension; however, a cul-de-sac of this length will require a minimum diameter of 96'.

**Elk Court** will be a paved 33 foot wide street with a 54 foot right of way, curbs, gutters, and five foot wide sidewalks on both sides of the street. It is approximately 400 feet long.

Sidewalks on Clearview Way, Elk Court, and Elk Hills Court will be installed at the time the lots are built upon or when 75% of the lots on one side of the street have been developed. The same situation shall exist for the other side of the street with sidewalks being ordered in when 75% of the lots are developed.

The City Engineer and the Fire Chief have a concern with the similarity of cul-de-sac names for reason of emergency service.

**Hillview Way** is currently a 24 foot wide uncurbed street. At this point, there are no plans by the developer to widen this street.

The developer intends to install curb, gutter, a bike path and boulevard sidewalk along the entire length of Hillview Way, to include Lot 1 as designated on the plat as Agricultural (non-buildable), within two years of approval. The pedestrian pathway shall be an adequate distance from Hillview Way as to provide safety and distance from automobile traffic for the pedestrians. This will be approved by the City Engineer.

The benefits of providing for boulevard sidewalks on Hillview Way are, 1). Improving traffic safety by providing distance from the street; 2). Allowing snow removal to occur without piling