

TAB 4

Tab 4 - Title Report, Existing Easements and Adjacent Plats

- Title Report
- Easements Per Title Report (5)
- Public Sewer Easements at 21st 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 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 Guaranties 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 DESCRIPTION

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



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

Missoula Henry

RIGHT-OF-WAY EASEMENT

INDIVIDUAL
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 Srv 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.

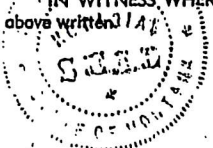
Together with reasonable right of access to said right of way over and along existing roads and trails and the right to clear and remove all timber and brush from the right of way _____ feet on each side of said line and to cut and remove such trees outside of such right of way which may endanger said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



284082

Ben F. Chifflette
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

Clerk and Recorder

By Montana M. Sutton

Project 24 Mt Mains

Map No. _____

W. O. No. 9-22375 31300-2

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

Please turn in to:
Donald A. Berry
Division Assistant
The Montana Power Co.
Missoula, Montana 59801

RIGHT-OF-WAY EASEMENT

BOOK 18 PAGE 1242

HAROLD W. ROWAN and HARRIETT M. ROWAN his wife
and _____, his wife
California

of San Pablo, California, 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

~~any and all power lines and other structures~~

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 1/4 SW 1/4 NE 1/4, Section 6, Township 12 North, Range 19 West, M.P.M.

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

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

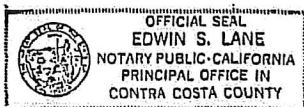
Together with reasonable right of access to said right of way over and along existing roads and trails and the right to clear and remove all timber and brush from the right of way _____ feet on each side of said line and to cut and remove such trees outside of such right of way which may endanger said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

WITNESS my hand this 29 day of May 1969
Harriett M. Rowan Harriett M. Rowan
Harriett M. Rowan Harriett M. Rowan

STATE OF California
COUNTY OF Contra Costa } SS
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.



Edwin S. Lane
Notary Public for the State of _____
Residing at EDWIN S. LANE
My Commission Expires My Commission Expires July 10, 1970

283216

Filed for record this 21st day of July, 1969 at
2:36 o'clock P.M. and Recorded in Book 18 of Missoula
on Page 1242 of the Records of County of Missoula
State of Montana.
Fee \$2.00 cash

VERAMAE R. CROUSE

Clerk and Recorder

By M. M. Crouse

Project _____
Map No. _____
W. O. No. 122335

Return to: THE MONTANA POWER COMPANY
Land Department
P. O. Box 1526
Butte, Montana
Missoula,
Allen D. G. Harby

37°E 65.32'

East West Mid Section Line

VOL 102 PAGE 921

OCK 1

1863.0'
15 Acres

R/LW 9199

SW 1/4 Section 6
Township 12 North
Range 19 West

M-9-5701

Exhibit "A"



33956.4

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

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

This Easement is made and entered into this 14th 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.

 200606158
Page: 1 of 4
03/21/2006 10:18A
Missoula County Vickie M Zeier E Bk-770 Pg-1152

- 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.

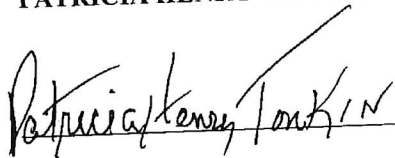
ATTORNEY FEES

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.

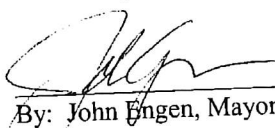
GRANTOR:

PATRICIA HENRY TONKIN



GRANTEE:

THE CITY OF MISSOULA
A Municipal Corporation


By: John Engen, Mayor

ATTEST: Jane Kelley Stall
Marty Rehbein, City Clerk
Deputy
State of Montana)
) ss.
County of Missoula)

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

Notary Public for the State of Montana

Residing at:

AMANDA L. [REDACTED]
NOTARY PUBLIC for the
State of Montana
Residing at Missoula, Montana
My Commission Expires
August 27, 2007

My commission expires:

(seal)

[illegible]

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

Notary Public for the State of Montana

Residing at:

AMANDA L. LAVOIE
NOTARY PUBLIC for the
State of Montana
Residing at Missoula, Montana
My Commission Expires
August 27, 2007

My commission expires:

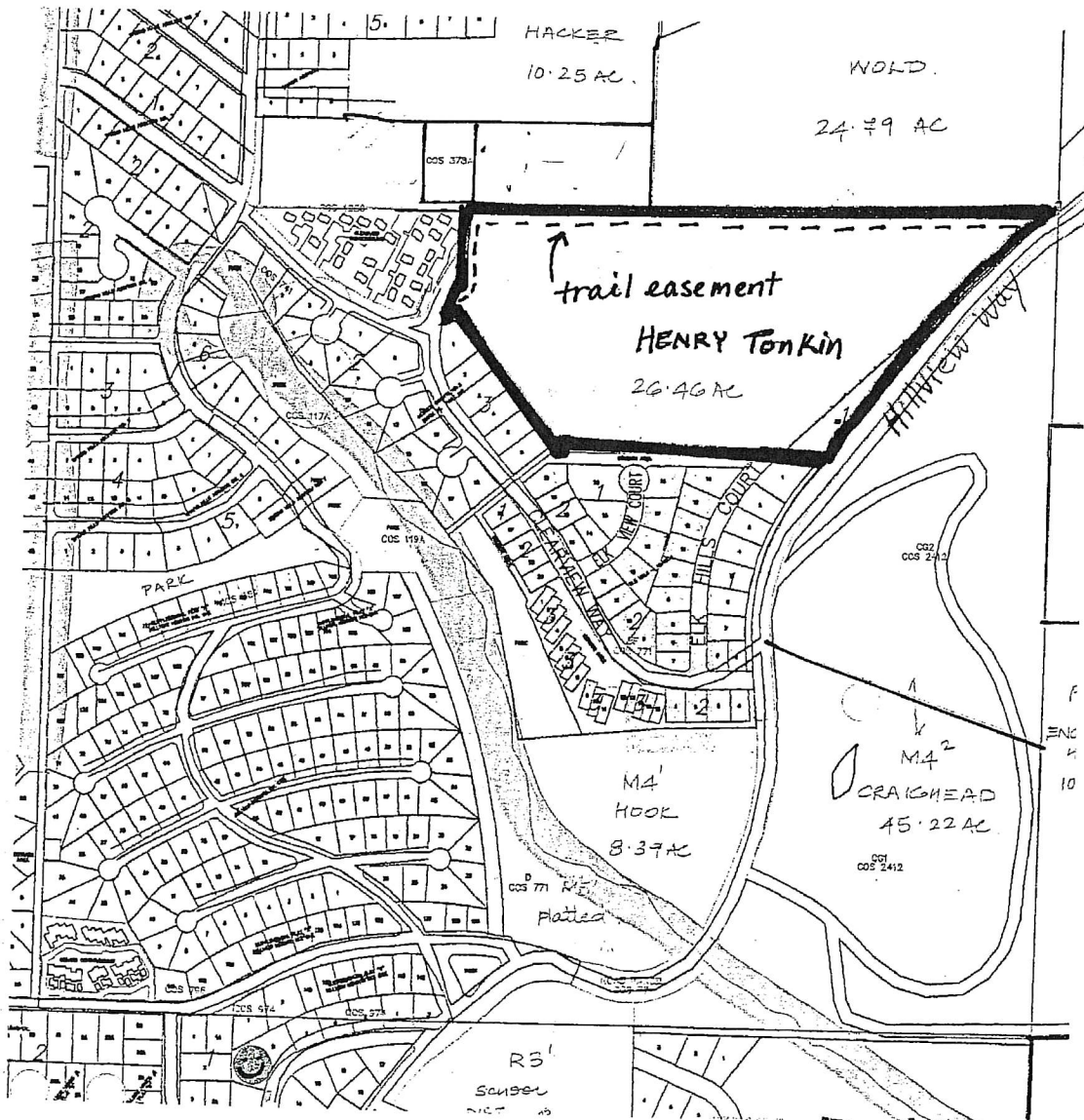
(seal)

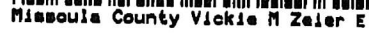


200606158
Page: 3 of 4
03/21/2006 10:18A
Bk-770 Pg-1152

Exhibit A

Trail Easement





1/4 Corner common to Sections 5 & 6, T12N, R19W, PM, M
Missoula County, Montana
1/4 CORNER, FOUND
2" PIPE W/3" ALUMINUM CAP.
(CO. MONUMENT B9, SET BY 3538ES)

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)

Notary name printed: Karen L. Brakelfield

THE UNITED STATES OF AMERICA.

Certificate No. 340 }

To all to Whom these Presents shall Come---GREETING:

WHEREAS, Henry Rehder of Missoula County
Montana

has 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 Rehder

according 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 lots numbered one and two and the South Half of the North East-Quarter of Section six in Township twelve North of Range nineteen West of Montana Meridian in Montana containing one hundred and fifty-four acres and forty five hundredths of an acre

according 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 Rehder

NOW, 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 CONSTRUCTED 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. McKean 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. 1893, and recorded at the request of

By A. R. Boyd Deputy.

Geo. Pringle Recorder

THE UNITED STATES OF AMERICA.

Homestead Certificate No. 49.

Application 110

To all to Whom these Presents shall Come—GREETING:

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 25 in Township
South, Range of Range Number West of Montana
Meridian in Montana, containing one hundred
and forty 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 P. 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 P. 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. Harriet MacLay is named from the
claim for ditches or canals constructed by the said Harriet MacLay of the
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 twenty eighth
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 twenty first

BY THE PRESIDENT: Grover Cleveland

By J. A. Cough, acting Secretary.

Recorded Vol. 22 Page 574

B. B. B. Bomer Recorder of the General Land Office.

Filed for Record at 315 o'clock P. M., November 23 A. D. 1896, and recorded at the request of

A. J. Bailey

By

H. H. Hudson

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 Zeiler, Missoula County Clerk & Recorder

PUBLIC SANITARY SEWER EASEMENT E2516

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. T4X10S84S306

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.

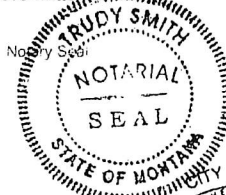
IN WITNESS WHEREOF, the Owner has hereunto set his/her hand and seal this 6 day of July, 2009.


Owner - Nathan G. Olson

STATE of MONTANA }
County of Missoula } ss.

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:

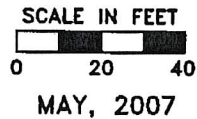

Martha L. Rehbein, City Clerk

(SEAL)




John Engen, Mayor

15:41 PM EXHIBIT "A"



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.

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

E2577

THIS CONVEYANCE made this 18th 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. TAX 10 5845319

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.

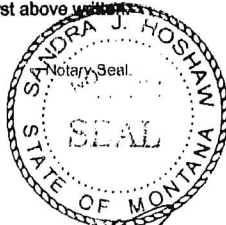
IN WITNESS WHEREOF, the Owner has hereunto set his/her hand and seal this 18th day of September, 2007.

Deanna J. Lienau
Owner - Deanna J. Lienau

STATE of MONTANA)
County of Missoula) ss.

ON this 18th 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
Martha L. Rehbein, City Clerk

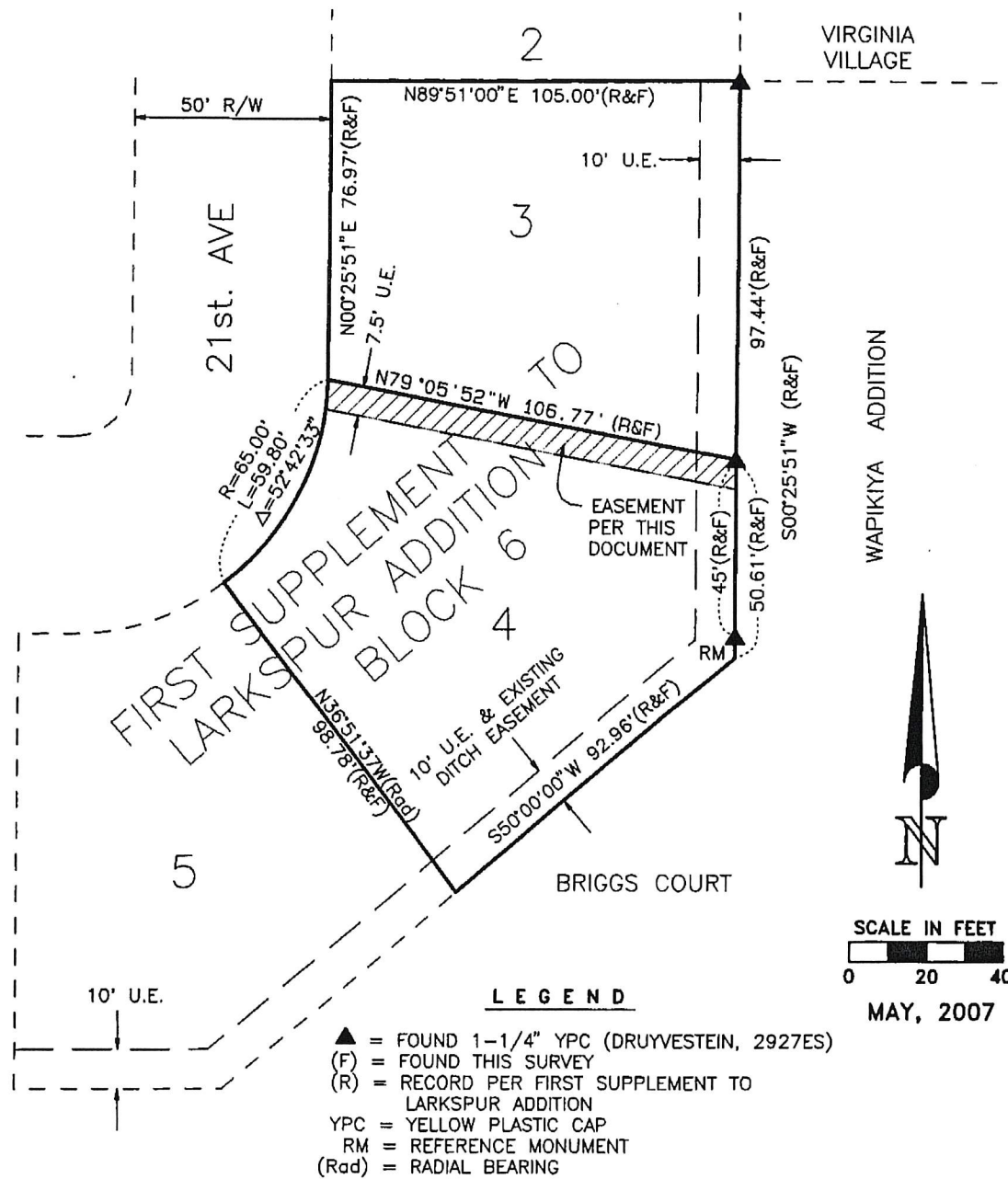
APPROVED:
John Engen
John Engen, Mayor

(SEAL)



03/31/2010 04:16:24 PM

EXHIBIT "A"



LEGAL DESCRIPTION

The Northerly seven and one half (7.5) feet of 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.

PCI

Professional Consultants Inc.
Engineers. Surveyors. Planners. Mappers.

9115 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

BOOK 593 PAGE 2045

beginning at the one-quarter (1/4) corner common to Sections 6 & 5, Township 12 North, Range 19 West, Principal Meridian (Montana), Missoula County, Montana, a found monument and the true point of beginning, thence S64°33'08"W, 126.61 feet; thence N88°57'53"W, 74.54 feet; thence N67°22'15"W, 516.12 feet; thence N00°11'47"W, 1689.57 feet; thence N87°10'14"W, 10.10 feet; thence N88°20'33"W, 49.93 feet; thence N88°57'42"E, 1919.24 feet; to the point of beginning, containing 27.29 acres. All the above described tracts are subject to any and all easements existing, shown, and/or of record.

I certify that this survey represents work done by me or under my direction during June 1999.

STEVEN M.
INABNIT
9128 LS

MONTANA
PROFESSIONAL LAND
SURVEYOR

FINAL APPROVAL GRANTED BY:

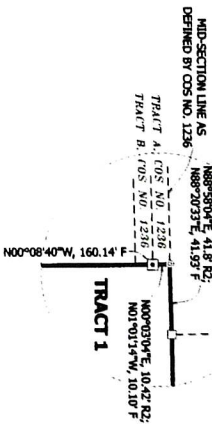
Missoula City-County Health Department
8/21/99

**DETAIL
NO SCALE**




**MARSHALL J. HENRY RESTATED REVOCABLE TRUST
KATHRYN E. HENRY RESTATED REVOCABLE TRUST**

SURVEY DATE: JUNE, 1999
PLAT DRAWN: AUGUST 11, 1999



SET 5/8" X 2 1/2" REBAR W/ 1-1/4" VPC NMT ID# 3238 IL
FOUND 5/8" REBAR W/ 1-1/4" VPC NMT SOXERSON
FOUND 5/8" REBAR W/ 1-1/4" VPC NMT ID# 3228 IL
FOUND 5/8" REBAR W/ 1-1/2" ALC NMT 292 S
FOUND 5/8" REBAR W/ 1-1/4" VPC - ALLEGIANE
FOUND 1/2" REBAR W/ 1" VPC NMT ID# 3713 S
FOUND 2-1/2" BRACES CAP NMT 3359 CHARM
FOUND 3" ALC NMT MISSOURIA COUNTY SHELTON 580
RECORDED PER ECH HILLS - PHASE 3 SUBDIVISION PLAT
RECORDED PER ALLEGIANE PLAT OF SUBDIVISION HEIGHTS NO. 2, SUBDIVISION PLAT

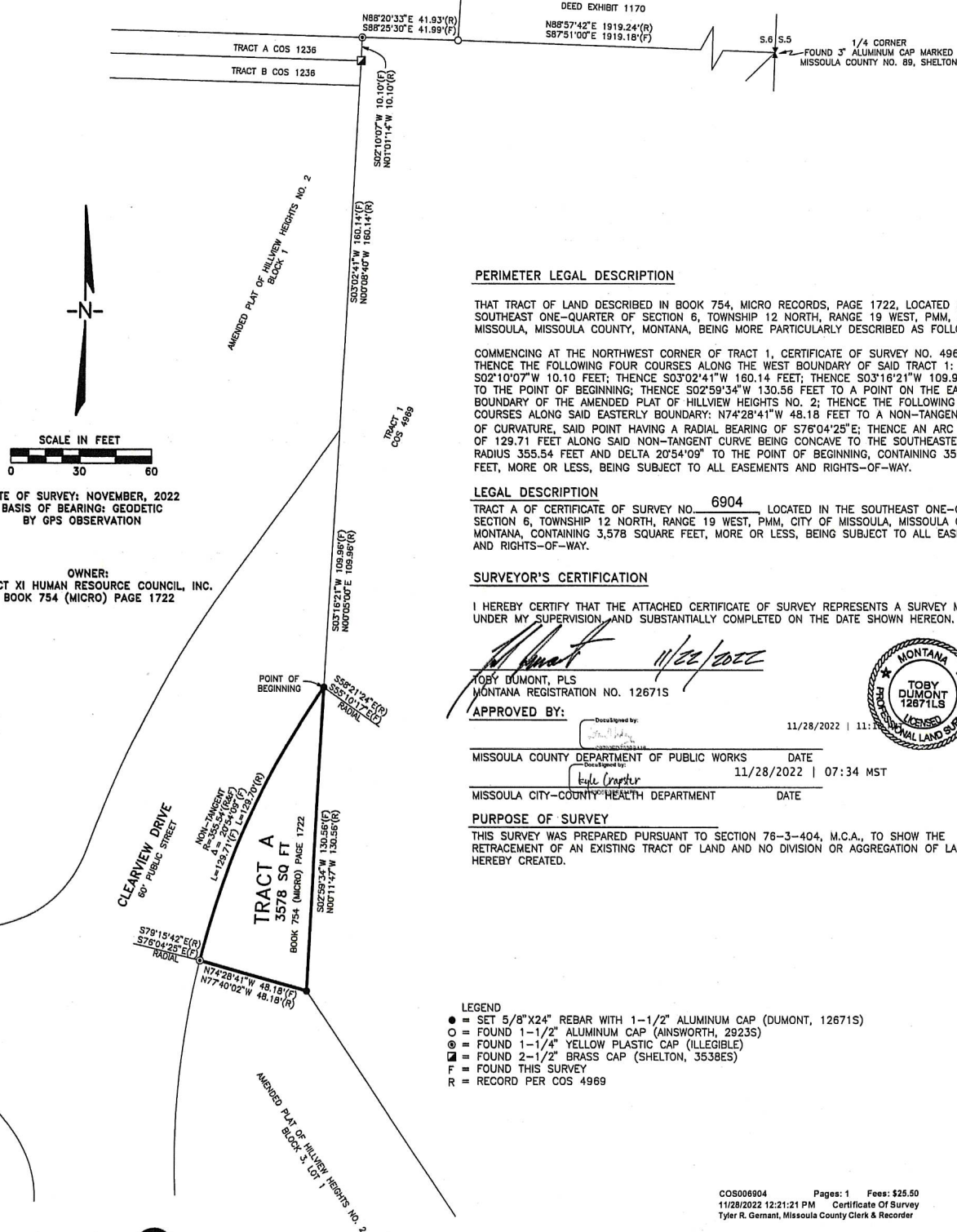
1992304

1/4	SEC	T	R
	6	12N	19W
PRINCIPAL MERIDIAN, MONTANA			
COUNTY OF MISSOULA			
SHEET 1 OF 1			

CERTIFICATE OF SURVEY NO. 4053

I received and filed this
instrument for record on
the 25 day of Aug, 1999
at 8:40 o'clock A.M., permanent
files of Missouri County, State
of Montana. Witness my hand:
WIDEE H. ZEIER, County Recorder
By Stacy Decker, Deputy
Fee \$ 5.00 Paid

CERTIFICATE OF SURVEY



PERIMETER LEGAL DESCRIPTION

THAT TRACT OF LAND DESCRIBED IN BOOK 754, MICRO RECORDS, PAGE 1722, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 12 NORTH, RANGE 19 WEST, PMM, CITY OF MISSOULA, MISSOULA COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 1, CERTIFICATE OF SURVEY NO. 4969; THENCE THE FOLLOWING FOUR COURSES ALONG THE WEST BOUNDARY OF SAID TRACT 1: S02°10'07"W 10.10 FEET; THENCE S03°02'41"W 160.14 FEET; THENCE S03°16'21"W 109.96 FEET TO THE POINT OF BEGINNING; THENCE S02°59'34"W 130.56 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE AMENDED PLAT OF HILLVIEW HEIGHTS NO. 2; THENCE THE FOLLOWING TWO COURSES ALONG SAID EASTERLY BOUNDARY: N74°28'41"W 48.18 FEET TO A NON-TANGENT POINT OF CURVATURE, SAID POINT HAVING A RADIAL BEARING OF 57°04'25"E; THENCE AN ARC DISTANCE OF 129.71 FEET ALONG SAID NON-TANGENT CURVE BEING CONCAVE TO THE SOUTHEASTERLY, OF RADIUS 355.54 FEET AND DELTA 205°40'09" TO THE POINT OF BEGINNING, CONTAINING 3578 SQUARE FEET, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY.

LEGAL DESCRIPTION

LEGAL DESCRIPTION

TRACT A OF CERTIFICATE OF SURVEY NO. 6904, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 12 NORTH, RANGE 19 WEST, PMM, CITY OF MISSOULA, MISSOULA COUNTY, MONTANA, CONTAINING 3,578 SQUARE FEET, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED CERTIFICATE OF SURVEY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, AND SUBSTANTIALLY COMPLETED ON THE DATE SHOWN HEREON.

TOBY DUMONT, PLS
MONTANA REGISTRATION NO. 126715

APPROVED BY:

11/28/2022 | 11:18 AM

MISSOULA COUNTY DEPARTMENT OF PUBLIC WORKS DATE 11/28/2022 | 07:34 MST

MISSOULA CITY-COUNTY HEALTH DEPARTMENT DATE

PURPOSE OF SURVEY

THIS SURVEY WAS PREPARED PURSUANT TO SECTION 76-3-404, M.C.A., TO SHOW THE RETRACEMENT OF AN EXISTING TRACT OF LAND AND NO DIVISION OR AGGREGATION OF LAND IS HEREBY CREATED.

LEGEND

- = SET 5/8"x24" REBAR WITH 1-1/2" ALUMINUM CAP (DUMONT, 12671S)
○ = FOUND 1-1/2" ALUMINUM CAP (AINSWORTH, 2923S)
○ = FOUND 1-1/4" YELLOW PLASTIC CAP (ILLEGIBLE)
■ = FOUND 2-1/2" BRASS CAP (SHELTON, 3538ES)
F = FOUND THIS SURVEY
R = RECORD PER COS 4969


COS006904 Pages: 1 Fees: \$25.50
11/28/2022 12:21:21 PM Certificate Of Survey
Tyler R. Gernant, Missoula County Clerk & Recorder

Professional Consultants Inc.
Engineers. Surveyors. Planners. Mappers.

3115 RUSSELL ST. PO BOX 1750
MISSOULA, MONTANA


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

PREPARED AT THE REQUEST OF: LARRY KINE
PCI PROJECT NO. 9153-21

1/4	SEC.	T.	R.
	6	12N	19W

SHEET 1 OF 1
CITY OF MISSOULA
MISSOULA COUNTY, MONTANA
CERTIFICATE OF SURVEY NO. 6904

4.0-ACRE PARCEL



FACTS

TAXES

PERMIT

VOTE

DOCS

FLOOD

WATER

SEPTIC

AIR

CAMA


Tax ID: 1965609

Tax Year: 2023

PLSS: T12NR19W-06

Levy: 04-0583-1-1

Geocode: 04-2093-06-1-16-17-0000



Legal:

S06, T12 N, R19 W, ACRES 4, IN SW4 NE4

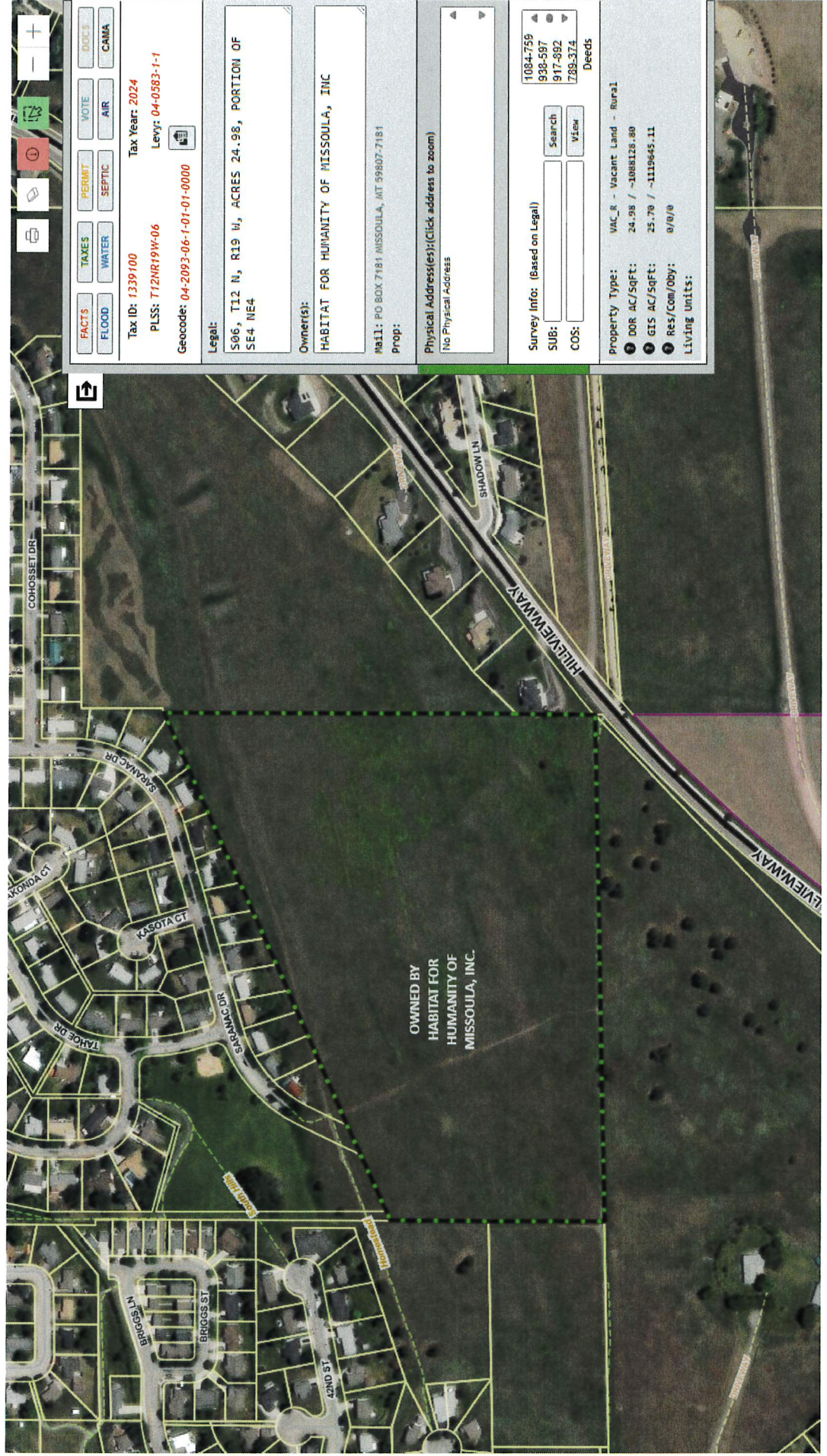
Owner(s):

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



FACTS

TAXES

FLOOD

PERMIT

WATER

VOTE

SEPTIC

DOCS

CAMA

Tax ID: 1339100

PLSS: T12NR19W-06

Geocode: 04-2093-06-1-01-01-0000

Tax Year: 2024

Levy: 04-0583-1-1

Legal:

S06, T12 N, R19 W, ACRES 24.98, PORTION OF SE4 NE4

Owner(s):

HABITAT FOR HUMANITY OF MISSOULA, INC

Mail: PO BOX 7181 MISSOULA, MT 59807-7181

Prop:

Physical Address(es): (Click address to zoom)

No Physical Address

Survey Info: (Based on Legal)

SUB: 1084-759

COS: 938-597

917-992

789-374

Deeds

Property Type: VAC_R - Vacant Land - Rural

1 DOR AC/Sqft: 24.98 / ~1088128.89

2 GIS AC/Sqft: 25.79 / ~1119445.11

3 Res/Com/Oby: 0/0/0

Living Units:

**A Subdivision located in Section 6,
T. 12N., R. 19W.
Principal Meridian, Montana
Missoula County, Montana**



	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
--	---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------

▲ Found monument
to 58' x 18' Rebar with stunged
aluminum cap to be set upon
completion of utility construction



Book 10, Page 82 G-118

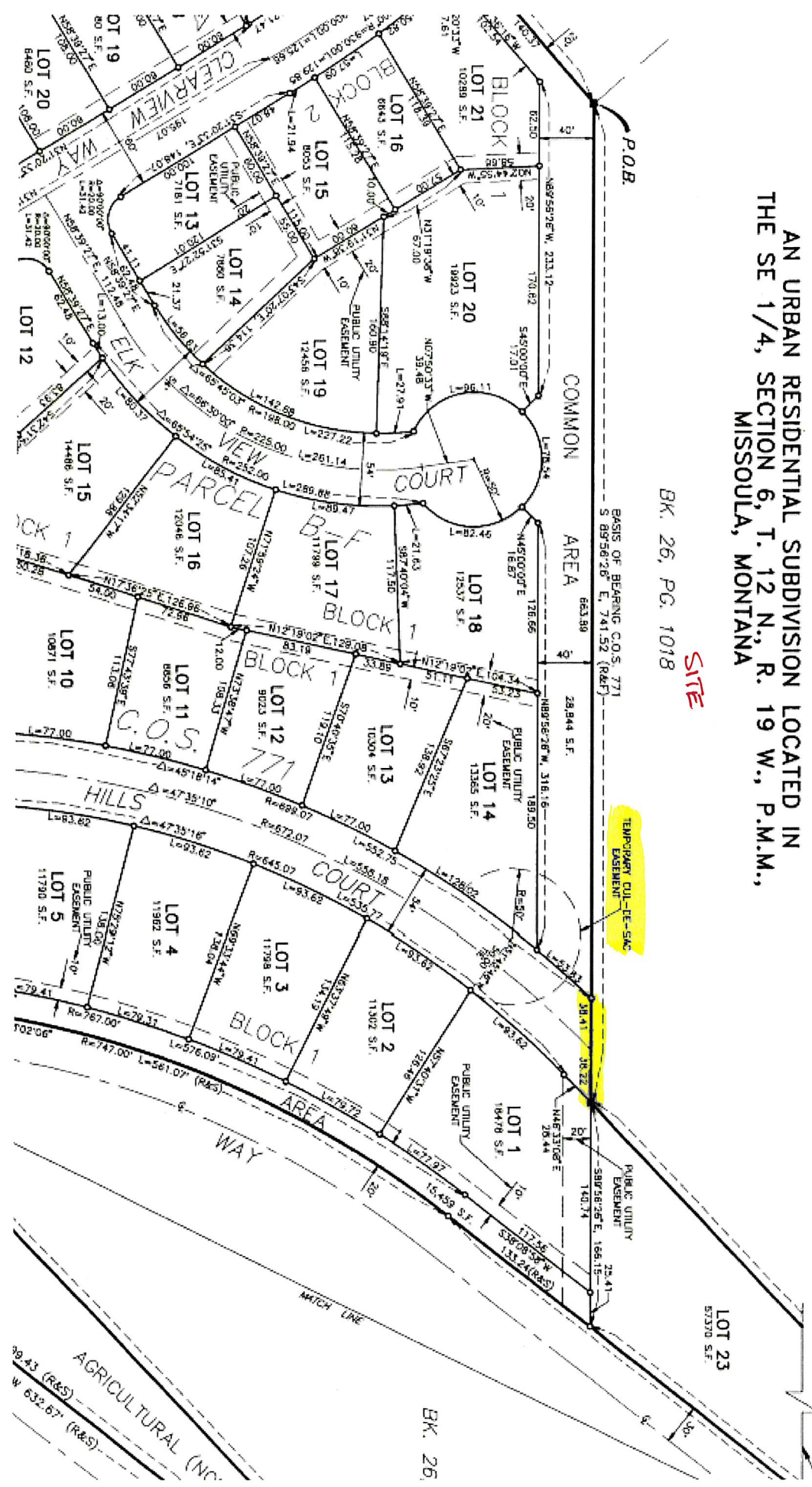
Quinworth & Associates
PROFESSIONAL LAND SURVEYORS & LAND PLANNERS
401 COMMENCE STREET • P.O. BOX 155 • MONTICELLO, MONTANA 59101 • PHONE 404.731.1484

Project No 73-210 29.1

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 SITE



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