



MEMO No. 1

To: Missoula City Council
Missoula Consolidated Planning Board

From: Alex Eidam, Senior Planner

Copy: Jim Nugent, City Attorney
City of Missoula staff members Eran Pehan, Mary McCrea, and Dave DeGrandpre
Heart of Missoula, LLC
Joe Dehnert and Danny Oberweiser, IMEG Corp.

Date: February 11th, 2022

Subject: River View Subdivision and Rezoning Irrigation Ditch – 1923 River Road

The centerline of the existing off-site irrigation ditch is located approximately 20 feet directly to the south of the River View Subdivision property as demonstrated on the supplemental data sheets submitted with the River View Subdivision Application. Section K.1.c.iv. of the application states, “The property is not served by an existing, developed irrigation system or water right...” However, on February 10th, 2022, Development Services received public comment from Alfred Brule, President of the Orchard Homes Irrigation Ditch Company, informing us that the subject property is located within the Orchard Homes Irrigation District and is subject to water rights as outlined in the Title Report, Section B.3, “Provisions, reservations and easements contained in Deed recorded in Book 41 of Deed Records at Page 514”.

Due to the proposed lot sizes and configuration, water delivery to the lots is not feasible. To address this issue, the applicant is proposing to reserve and sever the water rights from the property as provided in Montana Code Annotated Section 76-3-504(1)(j)(iii). Because the property is within the Orchard Homes Irrigation District, even if future lot owners do not receive irrigation water, they may be assessed annual irrigation fees.

Based on this information, staff recommends adding the following two conditions of subdivision approval as Conditions #18 and Conditions #19.

18. The applicant shall reserve and sever the water rights from land within the subdivision through an appropriate legal or administrative process in compliance with MCA 76-3-504, subject to review and approval by Development Services or City Attorney, prior to final plat approval.
19. The applicant shall include following the statement on the face of the final plat, in the covenants, and on each instrument of conveyance severing the water rights to the subject property, subject to review of Development Services, prior to final plat approval:
“Irrigation water rights have been severed. Acceptance of a deed for a lot within this subdivision constitutes the acknowledgement of the lot owner that the water rights to

the land have been severed and the land is classified as irrigated and may continue to be assessed for irrigation water delivery even though the water may not be deliverable.”
(*Subdivision Regulations Section 3-060.4.A*).

To reflect the above information, Section III.B. of the staff report should be amended as follows:

Agricultural Water User Facilities:

4. Section 5-020.6.B of the City Subdivision Regulations states in areas where agricultural water user facilities exist on the subject property or adjoin the property, the application packet must identify the agricultural water user, describe any proposed changes to the agricultural water use, and describe alterations to the availability of water.
5. The property is located within the Orchard Homes Irrigation District and has irrigation water rights. There are no agricultural water user facilities on or in connection with the subject property. There is an off-site irrigation ditch that runs adjacent to parallel to and approximately 20 feet from the southern property line operated by the Orchard Homes Irrigation Company and appears to have historically supplied water to the property. (Application Packet Section A Subdivision Application-C Title Report; Comment from A. Brule, Orchard Homes Irrigation Company, 2-10-22).
6. The subdivider proposes to reserve and sever irrigation water rights from the property, although future lot owners may be assessed annual irrigation water fees. (Personal Communication with J. Dehnert, 2-11-22; Comment from A. Brule, Orchard Homes Irrigation Company, 2-10-22)
7. In cases such as this, Section 3-060.4.A of the City Subdivision Regulations requires that potential lot buyers be notified that the lots are classified as irrigated land and may continue to be assessed for irrigation water delivery even though the water may not be deliverable to the lots. A condition of approval is recommended to address this requirement.

Conclusions of Law:

1. There will be no impact to agriculturally important soils as a result of this subdivision.
2. No impacts to agricultural water users or water user facilities are foreseen as a result of this subdivision if the recommended conditions are imposed.

Recommended New Motion on the Subdivision

Approval of the River View Subdivision preliminary plat application, subject to the recommended conditions of approval, based on the findings of fact and conclusions of law in the staff report, as amended in Memo No. 1 dated February 11, 2022.

Encl: Public Comment_ABrule_2.10.22
 1_Preliminary Title Report and Ownership Deeds

From: [Alfred Brule](#)
To: [Alex Eidam](#)
Subject: River View Subdivision
Date: Thursday, February 10, 2022 11:34:48 AM

Good morning Alex:

My name is Al Brule' and I am president of the Orchard Homes Ditch Company and a resident of the River Road neighborhood at 1810 1/2 River Road. I have a couple of comments to this proposed subdivision from two different perspectives.

First, as a resident, I think the existing density and zoning should be adhered to if at all possible. My reasoning has likely been shared with you by my neighbors that include everything from increased traffic, to lack of sidewalks, and everything in-between when you introduce this many people and vehicles all at once. And while I'm saddened at how much the Orchard Homes neighborhood is transitioning from a mixed urban/agricultural community to a sprawling high density mirror of North Reserve Street, those kinds of reasons are generally not considered relevant at most levels of government. And I realize that personal experiences are also not relevant but I had a similar opportunity to develop my 2 acre parcel on my land to accommodate 6 to 8 housing units back in 2018 when I subdivided this land. At that time, I chose to keep some of the characteristics of the River Road Community and decided to split it into only two lots despite having multiple offers from developers who wanted this ground. Of course, my reasons were personal since I decided to stay here but it's unfortunate that the housing market is driving these kinds of proposals and changing the Orchard Homes community to another highly congested, urban neighborhood.

From a second perspective, I do have some say in this endeavor inasmuch that this proposed subdivision will need to include the Orchard Homes Irrigation Company as an approving entity. This relates to issues that only pertain to the irrigation channel that bounds the south edge of the property and include things like addressing our 12-foot unobstructed easement from the ditch centerline, any construction and scheduling interactions with this development, as well as potential construction of infrastructure to allow access to the water at each unit. Some developers will attempt to bypass these requirements and skirt around these issue at construction which ends up creating additional problems for OHDC down the road. This is a big enough project that OHDC will not ignore so we need to avoid these issues if at all possible. In addition, any proposed subdivisions that takes an existing parcel of land and breaks it down into multiple parcels that has an OHDC water rights share, as this property does, must include language in the new titles that ensure those water rights are divided equally among those individual parcels. The title companies are legally required to make these notations in the new deeds but again, is often overlooked at closing. The requirements for these property transfers and water rights/shares recordings, are included in Montana code and cannot be overlooked. In addition, any HOA's and their drafted by-laws will need to include language that allows collection of annual fees by each property owner, currently at \$35/parcel but will be going up for 2023 to \$45/parcel.

Thank you for your time.

Alfred Brule'
(406) 544-4687

GUARANTEE

Issued by

First American Title Company

1006 West Sussex/PO Box 549 (59806), Missoula, MT 59801

Title Officer: Rob Claro

Phone: (406)829-2540

FAX: (406)829-2570



First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-988871-M

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY



First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

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

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice

3. NO DUTY TO DEFEND OR PROSECUTE.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

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

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

5. PROOF OF LOSS OR DAMAGE.

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

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

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

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

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

7. DETERMINATION AND EXTENT OF LIABILITY.

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

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

Exclusions From Coverage of This Guarantee.

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

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

8. LIMITATION OF LIABILITY.

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

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

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

10. PAYMENT OF LOSS.

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

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

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

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

12. ARBITRATION.

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

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

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

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

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

14. NOTICES, WHERE SENT.

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



First American Title

Guarantee

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-988871-M

Subdivision or Proposed Subdivision: N/A

Order No.: 988871-M

Reference No.:

Fee: \$150.00

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

IMEG Corp.

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

in a sum not exceeding \$5,000.00.

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

THE WEST HALF OF LOT 9 OF COBBAN AND DINSMORE'S ORCHARD HOMES ADDITION NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE WITH THE CLERK & RECORDER OF MISSOULA COUNTY, MONTANA.

RECORDING REFERENCE: BOOK 202 OF MICRO RECORDS AT PAGE 411.

To be known as: **N/A**

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

Robert G. Anderson, Jr. and Coleen S. Anderson, as tenants in common

(B) Parties holding liens or encumbrances on the title to said lands are:

- 2021 taxes and special assessments are a lien; amounts not yet determined or payable. The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

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

| Year | 1st Half | 2nd Half | Parcel Number |
|------|-----------------|-----------------|---------------|
| 2020 | \$2,040.05 Paid | \$2,022.72 Paid | 0212703 |

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

2. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Missoula to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Missoula County.
3. Provisions, reservations and easements contained in Deed recorded in Book 41 of Deed Records at Page 514.
4. Notice of Record of Non-Compliance with Missoula Municipal Code Title 13, Chapter 13.04, No Verifiable Sewer Connection Record, recorded June 19, 2008 in Book 821 of Micro Records at Page 452.

Date of Guarantee: July 08, 2021 at 7:30 A.M.



By: _____
Authorized Countersignature

By: _____
Authorized Signatory



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

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

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

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

How Do we Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

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

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

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

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

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

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



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of **personal information** we have collected about California Residents over the last 12 months, please see "What Information Do We Collect About You" in www.firstam.com/privacy-policy. To learn about the sources from which we collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in www.firstam.com/privacy-policy.

Notice of Sale. We have not sold the **personal information** of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information", and "How Do We Share Your Information" in www.firstam.com/privacy-policy.

QUITCLAIM DEED

FOR VALUE RECEIVED, RUTH J. BRINKERHOFF, of 1923 River Road, Missoula, Montana, 59801, does hereby convey, release, remise and forever quit claim unto:

ROBERT G. ANDERSON, Jr. and COLEEN S. ANDERSON
of 4626 Edwards Ave., Missoula, MT 59804
as tenants in common,

the following described premises in Missoula County, Montana, to wit:

Plat of the West half of Lot 9 of Cobban and Dinsmores Orchard Homes Addition No. 2 in Missoula County, Montana, The same being laid out upon a portion of the NW 1/4 NE 1/4 of Section 20, Township 13 North, Range 19 West, Principal Meridian Montana.

This plat is not a survey of said premises.

Recording Reference: Book 202 Page 411

TO HAVE AND TO HOLD FOREVER, the said premises, together with its appurtenances.

DATED this 24th day of June, 2002.

Ruth J. Brinkerhoff

RUTH J. BRINKERHOFF

STATE OF MONTANA)
 : ss
County of Missoula)

On this 24th day of June, 2002, before me the undersigned, a Notary Public for the State of Montana, personally appeared Ruth J. Brinkerhoff, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and seal the day and year first above written.



David J. Ryan

Notary Public for the State of Montana
Residing at Missoula
My commission expires 8-04-2004
David J. Ryan

Return to: David J. Ryan, Ryan Law Offices, PLLC,
P.O. Box 9453
Missoula, MT 59807

Compared.

THIS INDEMTURE, made the 11th day of February in the year of our Lord one thousand nine hundred and eight, between E.B. Weirick, Trustee of Butte, Montana, party of the first part, and J.W. McDonald of Helena, Montana, the party of the second part,

WITNESSETH: That the said party of the first part for and in consideration of the sum of Ten (\$10.00) Dollars, lawful money of the United States of America, to him in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain sell, convey and confirm unto the said party of the second part, to his heirs and assigns, forever, all of the following described property, to-wit:

Lot numbered Nine (9) of the Cobban & Dinamore Orchard Homes Number 2, according to the plat of said Orchard Homes filed for record in the office of the County Recorder of Missoula County, Montana, a right of way being reserved to the party of the first part, his assigns, and successors in trust, for lateral or other ditches as now constructed or to be hereafter constructed through said tract of land for the purpose of irrigating tract in said Orchard Home, adjoining or adjacent thereto, together with the right to enter upon said land for the purpose of maintaining and constructing said ditches, together with five (5) inches of water from the Cobban & Dinamore Orchard Homes Canal, and water right; the intention being to convey such interest in said ditch and water right as five inches of the flow thereof bear to the whole flow of water in said ditch, it being understood and agreed that said water right is and shall be appurtenant to the tract above described and to no other, and when not in beneficial use by the said party of the second part, his heirs or assigns, the party of the first part, his successors in trust or assigns shall have the right to use the same, and the party of the second part, his heirs and assigns, shall contribute to the maintenance of said ditch and water right in proportion to his ownership therein; that is, in that proportion which five inches of the flow of water in said ditch shall bear to the whole flow of water therein.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, right of homestead, dower, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the said premises and every part and parcel thereof, with appurtenances.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns, forever. And the said party of the first part, and his assigns, and successors in trust do hereby covenant that he will forever warrant and defend his right, title and interest in and to the said premises, and the quiet and peaceable possession thereof, unto the said party of the second part, his heirs and assigns, against the acts and deeds of the said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year before written.
Signed, Sealed and delivered in the presence of:

E.B. Weirick (Seal)
Trustee (Seal)

The State of Montana ss.

County of Silver Bow

On this 12th day of February 1908, before me, John S. Dutton, a Notary Public in and for the County of Silver Bow, State of Montana, personally appeared E.B. Weirick, known to me to be the person whose name is 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 the day and year first above written.

(SEAL)

John S. Dutton
Notary Public in and for Silver Bow
County, State of Montana.

I Certify that I received and filed this Instrument for record on the 29th day of Sept. 1908, at 11:05 o'clock, A.M.
St. H. Smith
County Recorder.

By F. L. Smith deputy

THIS PLAT IS HEREBY APPROVED, THIS 21 DAY OF July A.D. 1902.

John Brown

August Hollenstiner,

Peter Scheffer

COUNTY COMMISSIONERS
OF MISSOULA COUNTY,
MONTANA.

COBBAN & DINSMORE'S ORCHARD HOMES. ADDITION No. 2. 150 FT. TO 1 IN.

STATE OF MONTANA }
COUNTY OF MISSOULA } 55:

O.C. FINKELNBURG, BEING FIRST DULY SWORN, DEPOSES AND SAYS:— THAT HE IS THE ENGINEER UNDER WHOSE SUPERVISION THE SURVEY AND PLAN HEREON WERE MADE, IN MISSOULA COUNTY, MONTANA, THAT THE ANNEXED PLAN IS A CORRECT REPRESENTATION AND DIAGRAM, AND THAT SAID ADDITION IS LAID OUT ACCORDING TO THE LAW, AND THAT THE WIDTH OF THE STREETS AND THE MEASUREMENTS OF THE LOTS, AND THE POSTS FOR REFERENCE POINTS ARE CORRECTLY REPRESENTED ON SAID PLAN.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20 DAY OF JUNE, IN THE YEAR OF OUR LORD, ONE THOUSAND NINE HUNDRED AND TWO.

H.A. Stephens

NOTARY PUBLIC IN AND FOR THE COUNTY OF MISSOULA, MONTANA.

STATE OF MONTANA }
COUNTY OF MISSOULA } 55:

WE, R.M. COBBAN REALTY COMPANY, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED, SUBDIVIDED, AND PLATTED INTO BLOCKS, STREETS AND ALLEYS, AS SHOWN BY THE PLAN AND CERTIFICATE OF SURVEY HEREUNTO ANNEXED, THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT:— THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION TWENTY (20), ALL THAT PORTION OF THE NORTH EAST QUARTER OF THE NORTHEAST QUARTER OF SEC. 20 LYING SOUTH OF THE MISSOULA OR HELL GATE RIVER, AND ALL THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER SECTION TWENTYONE (21), LYING SOUTH OF THE MISSOULA OR HELL GATE RIVER, TOWNSHIP THIRTEEN NORTH, RANGE NINETEEN WEST, MONTANA MERIDIAN, TO BE KNOWN AS COBBAN AND DINSMORE'S ORCHARD HOMES, ADDITION No. 2, AND THE STREETS AND ALLEYS SHOWN ON ANNEXED PLAN TO BE AND HEREBY ARE GRANTED AND DONATED TO THE USE OF THE PUBLIC FOREVER.

R.M. Cobban Realty Company

By *R.M. Cobban* President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24 DAY OF JUNE, IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWO.

H.A. Stephens

NOTARY PUBLIC IN AND FOR THE COUNTY OF MISSOULA, MONTANA.

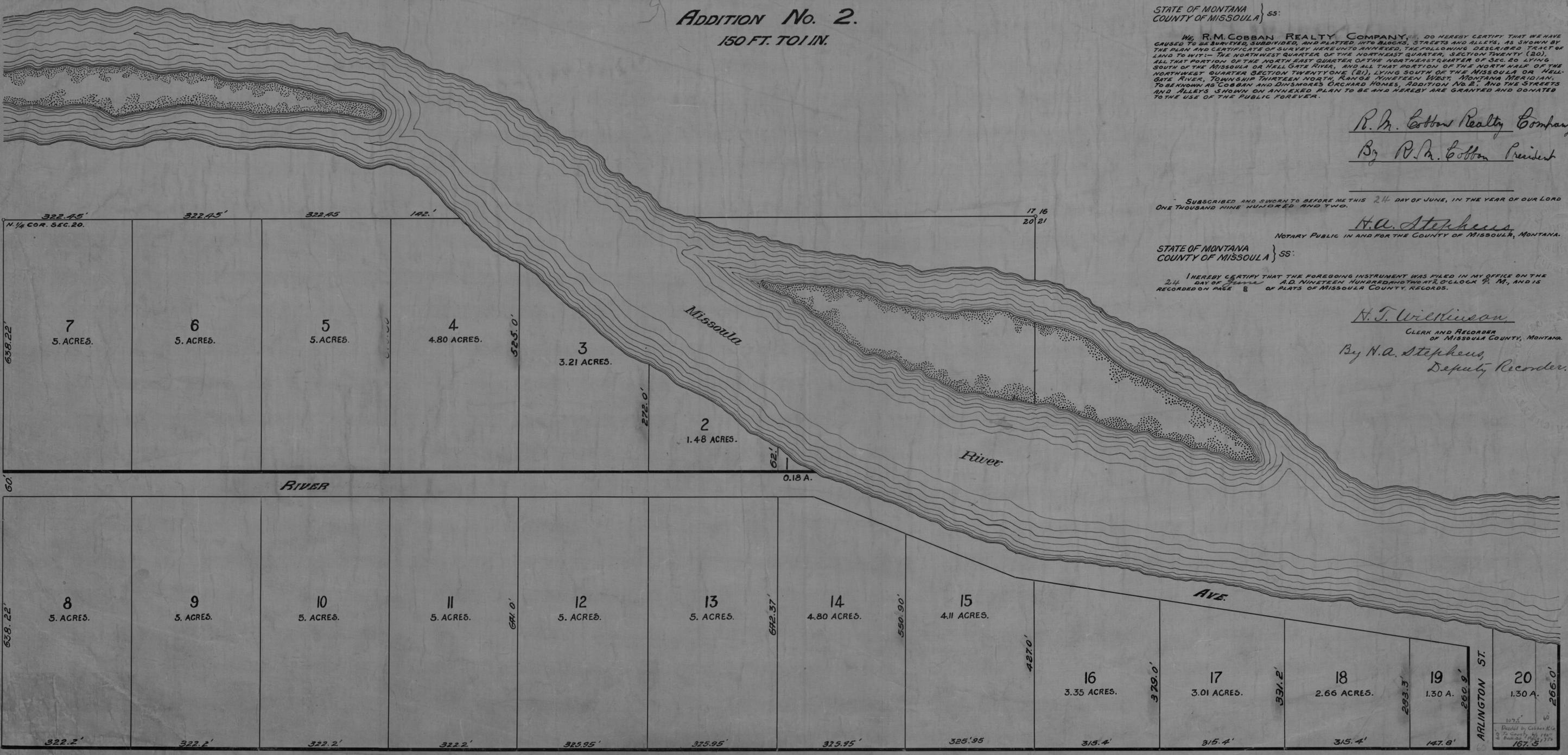
STATE OF MONTANA }
COUNTY OF MISSOULA } 55:

I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED IN MY OFFICE ON THE 24 DAY OF JUNE, A.D. NINETEEN HUNDRED AND TWO AT 10 O'CLOCK P. M., AND IS RECORDED ON PAGE 8 OF PLATS OF MISSOULA COUNTY RECORDS.

H.T. Wilkinson

CLERK AND RECORDER
OF MISSOULA COUNTY, MONTANA.

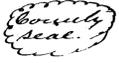
By *H.A. Stephens*
Deputy Recorder.



67 13-19-20-21

C-60

This plan is hereby approved, this 21 day of July A.D. 1902.

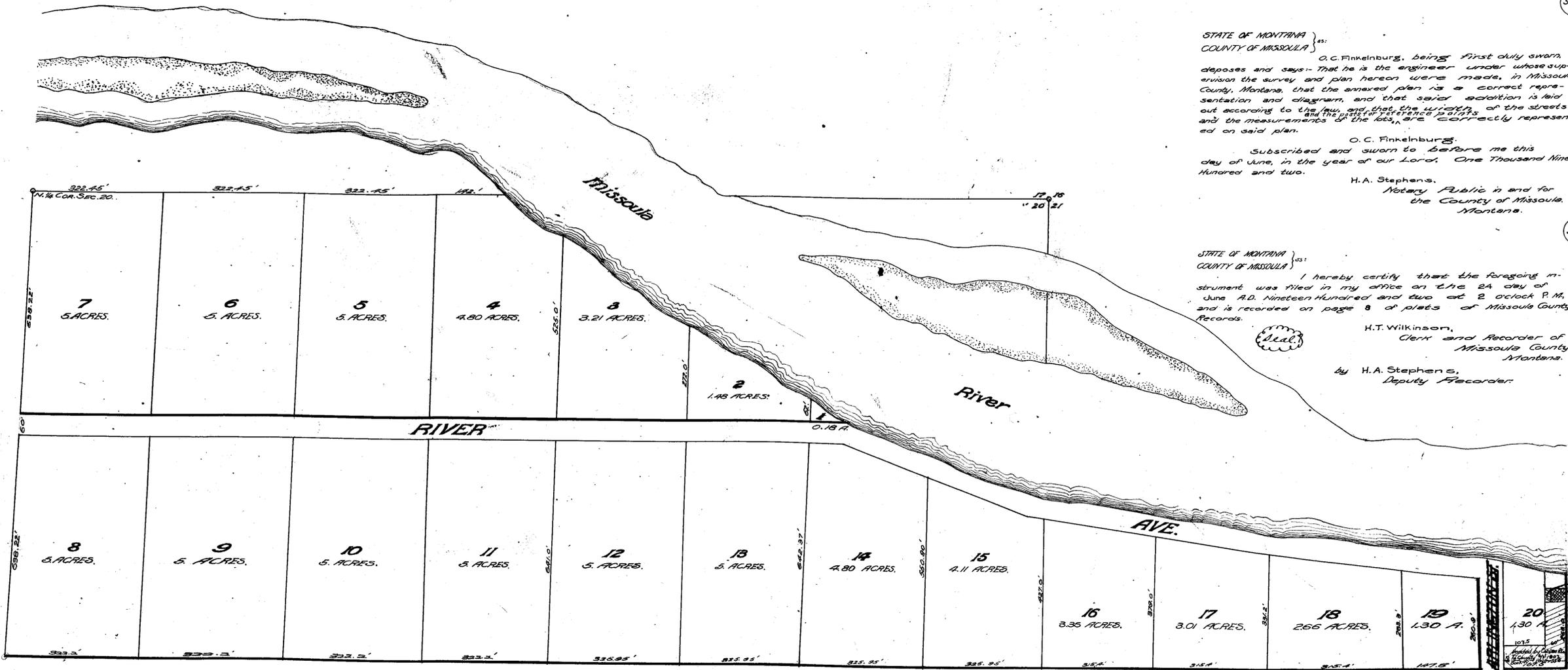


John Bonner
August Hellensteiner
Peter Scheffer
County Commissioners of
Missoula County,
Montana.

Compared

COBBAN & DINSMORE'S ORCHARD HOMES. ADDITION No. 2.

150 FT. TO 1 IN.



STATE OF MONTANA }
COUNTY OF MISSOULA }
We, R.M. Cobban Realty Company, do hereby certify that we have caused to be surveyed, subdivided, and plotted into blocks, streets and alleys, as shown by the plan and certificate of survey hereto annexed, the following described tract of land to wit: The Northwest Quarter of the Northeast Quarter, Section Twenty (20), all that portion of the Northeast Quarter of the Northeast Quarter of Sec. 20 lying south of the Missoula or Hell Gate River, and all that portion of the North half of the Northwest Quarter Section Twenty one (21), lying south of the Missoula or Hell Gate River, Township Thirteen North, Range Nineteen West, Montana Meridian, to be known as "Cobban and Dinsmore's Orchard Homes, Addition No. 2" and the streets and alleys shown on annexed plan to be and hereby are granted and donated to the use of the public forever.

R.M. Cobban Realty Company
By R.M. Cobban President.
Subscribed and sworn to before me this 21 day of July, in the year of our Lord One Thousand Nine Hundred and two.
H.A. Stephens,
Notary Public in and for the County of Missoula, Montana.



STATE OF MONTANA }
COUNTY OF MISSOULA }
O.C. Finkenburg, being first duly sworn, deposes and says: That he is the engineer under whose supervision the survey and plan hereon were made, in Missoula County, Montana, that the annexed plan is a correct representation and diagram, and that said addition is laid out according to the law, and that the widths of the streets and the positions of the reference points and the measurements of the lots, are correctly represented on said plan.

O.C. Finkenburg,
Subscribed and sworn to before me this day of June, in the year of our Lord, One Thousand Nine Hundred and two.
H.A. Stephens,
Notary Public in and for the County of Missoula, Montana.



STATE OF MONTANA }
COUNTY OF MISSOULA }
I hereby certify that the foregoing instrument was filed in my office on the 24 day of June A.D. Nineteen Hundred and two at 2 o'clock P.M. and is recorded on page 8 of plats of Missoula County Records.



H.T. Wilkinson,
Clerk and Recorder of
Missoula County,
Montana.
By H.A. Stephens,
Deputy Recorder.

See Book 265-1220 regarding existing land Rest. # 1928

Restrictions on Lot 15
Bk. 4 Pg. 446

Vacated 85-97 #5996
City Resolution #5996
Book 504 Page 47
Vacation file # 760

Vacation Resolution No 86-118
Book 353 Page 1694
Jan 12 1987

STATE OF MONTANA }
COUNTY OF MISSOULA }
NOTARY PUBLIC'S CERTIFICATE
I, H.A. Stephens, Notary Public in and for the County of Missoula, Montana, do hereby certify that the foregoing instrument was filed in my office on the 24 day of June A.D. Nineteen Hundred and two at 2 o'clock P.M. and is recorded on page 8 of plats of Missoula County Records.

CALIFORNIA
Recorded 8/15/11
Filed 8-1-11
Comm. J. F. - 61



First American Title Company
1006 West Sussex/PO Box 549 (59806)
Missoula, MT 59801
Phone: (406)829-2540 / Fax: (406)829-2570

PR: AFFGRP

Ofc: 57 (3648)

Final Invoice

To: IMEG Corp
1817 South Avenue West, Suite A
Missoula, MT 59801

Invoice No.: 3648 - 571015688

Date: 07/13/2021

Our File No.: 988871-M

Title Officer: Rob Claro

Escrow Officer:

Customer ID: 938804

Attention: Joe Dehnert

Your Ref.:

Liability Amounts

RE: Property:
1923 River Road, Missoula, MT 59801

Buyers: Robert G. Anderson, Jr., Coleen S. Anderson

Sellers:

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

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:

Attention: Accounts Receivable Department

*NOTE NEW REMITTANCE ADDRESS, LB# 1083, First American Title Company, PO Box 35146
Seattle, WA 98124-5146*