

CARBON COUNTY COMMISSIONERS AGENDA

DATE: November 19, 2024 (Tuesday)

8:30 a.m. PLEDGE OF ALLEGIANCE

8:35 a.m. PUBLIC COMMENT PERIOD – On matters within the Commissioners’ jurisdiction

9:00 a.m. FEDERAL GENERAL ELECTION CANVAS

9:30 a.m. AREA II AGENCY ON AGING – CERTIFICATION OF MATCH

10:00 a.m. HUMAN RESOURCES QUARTERLY UPDATE

10:30 a.m. CONSENT AGENDA

**CLARKS FORK YELLOWSTONE VALLEY PARTNERSHIP AGREEMENT –
CHANNEL MIGRATION ZONE MAPPING GRANT**

11:00 a.m. SET CLERK AND RECORDER NEW DEPUTY WAGE

11:30 a.m. DES QUARTERLY UPDATE]

1:00 RNR EK RESORT SUBDIVISION, AMENDED LOT 9, FINAL PLAT

Contract for Service

This Contract for Services is made and entered into this 25th of September 2024, by and between Clarks Fork Yellowstone Partnership, whose principal business address is PO Box 274, Roberts, MT 59070, hereinafter referred to as "CFYP," and Carbon County, whose principal business address is P.O. Box 887, Red Lodge, MT 59068, hereinafter referred to as "County."

1. PURPOSE

This contract formalizes the arrangement between CFYP and the County for the Channel Migration Zone (CMZ) Mapping project, funded by the Montana Department of Natural Resources and Conservation (DNRC). It ensures compliance with DNRC requirements and facilitates reimbursement for CFYP's administrative time as outlined in the RDG Planning Grant RITP-23-0185 MOU.

2. SCOPE OF WORK

CFYP will undertake the following tasks as outlined by the RDG Planning Grant Number RITP-23-0185:

Task 1: CMZ Mapping

This task is the primary focus and purpose of this project. Clarks Fork Yellowstone Partnership (CFYP) will advertise for and procure a consulting firm to prepare the CMZ Map. CFYP will request bids from at least three qualified firms and select the successful bid based on cost, estimated time of completion, and qualifications. This grant does not provide sufficient funds to complete all 110 river miles. Based on the successful bid, in consultation with the Carbon County Commissioners, CFYP will select one or more reaches that maximize the grant funds. The consulting firm will collect data and produce a CMZ map for the identified reach(es).

Deliverables:

Copy of CMZ submitted to the Montana State Library CMZ database

Task 2: Secondary Planning Grant Applications

CFYP and the CMZ consulting company will apply for an additional Reclamation and Development Planning Grant based on the additional funding needed to complete CMZ mapping for the entire watershed.

Deliverable:

Copy of application

The responsibilities of CFYP and the County concerning the tasks are outlined as follows:

CFYP:

CFYP will identify qualified consultants to do CMZ mapping and will request bids.

CFYP will document responses and submit to the County a package that includes all responses and a recommendation on which bid should be accepted by CC.

CFYP will oversee the contractor's progress and submit a description of the activities and a recommendation to pay (or not) the contractor's invoices.

CFYP will submit progress reports and invoices to CC for CFYP expenses in line with the approved budget and reporting requirements.

County:

The county will review the recommendations from CFYP, make the final determination of the contractor, and contract the mapping project.

The county will review the materials submitted (progress reports and invoices) and will submit them to DNRC.

3. TERM OF CONTRACT

This Contract shall commence on the date it is signed and continue through September 30, 2025, unless extended by mutual agreement of both parties. Any extension must be in writing and signed by authorized representatives of both parties.

4. PAYMENT

Carbon County agrees to reimburse CFYP for administrative time and expenses incurred in performing this Contract, as outlined in the attached budget (Exhibit A). Payments will be made upon submission of proper invoices detailing the work performed and expenses incurred. Contractors engaged by CFYP will submit invoices directly to CFYP for review. Upon receipt, CFYP will consolidate these Contractor invoices with CFYP's administrative expenses and submit the combined invoice package to Carbon County. Carbon County will then process the payment for the total amount, covering both CFYP administrative and contractor costs.

Following payment by Carbon County, the County will submit a reimbursement request to the DNRC for the eligible expenses.

Invoices shall be submitted to:

Carbon County

P.O. Box 887

Red Lodge, MT 59068

5. INDEPENDENT CONTRACTOR

CFYP and the County agree that CFYP is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto.

6. TERMINATION

This Contract may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) days written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

7. NOTICES

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

COUNTY:

Carbon County

P.O. Box 887

Red Lodge, MT 59068

CFYP:

Clarks Fork Yellowstone Partnership

PO Box 274

Roberts, MT 59070

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Contract the day and year in this instrument first above written.

CARBON COUNTY:

[Name]

[Title]

Date: _____

CLARKS FORK YELLOWSTONE PARTNERSHIP:

[Name]

[Title]

Date: _____

Attachment A: Budget

Budget:

Task	DNRC Funds	Match Funds	TOTAL
Task 1: CMZ Mapping	\$40,000	\$1,080.00	\$41,080.00
Task 2: Apply for Additional Planning Grants	\$5,000.00	\$540.00	\$5,540.00
Administration	\$3,155.00	\$1,620.00	\$4,775.00
TOTAL	\$48,155.00	\$3,240.00	\$51,395.00

CARBON COUNTY
Planning Office
P.O. Box 466, Red Lodge, MT 59068
Main: (406) 446-1694
Fax: (406) 446-2640

FINAL PLAT APPLICATION – STAFF REPORT

Date: November 6, 2024

To: Carbon County Board of County Commissioners

From: Forrest J. Mandeville, AICP – Contract Planner

RE: Amended Lot 9, RnR Elk Resort Subdivision, Final Plat

REQUIRED COMMISSION ACTION: Review, and action to approve or deny the final plat application.

RECOMMENDATION: **Approval**

RECOMMENDED MOTION: *Having reviewed and considered the application materials, project memorandum, and all the information presented, I hereby move to **approve** of the Amended Lot 9, RnR Elk Resort Subdivision, final plat.*

Project/Application Summary:

Red Lodge Surveying, on behalf of Keith W. and Linda Waring, has submitted a final plat application for a 2-lot subsequent minor subdivision. The subdivision area is approximately 8.31 acres with the new lots being 3.73 and 4.58 acres in size. The subdivision is Lot 9 of a previously platted subdivision, RnR Elk Resort Subdivision.

The subject property is located on Elk Run Drive, a private road, which accesses Palisade Campground Rd approximately .1 miles north of this subdivision. The property is legally described as Lot 9, RnR Elk Resort Subdivision, Plat 2148, located in Section 5, Township 8 South, Range 20 East, P.M.M., Carbon County, Montana.

Procedural History

The Board of County Commissioners reviewed this item at their meeting of July 30, 2024, and subsequently approved the preliminary plat subject to the following conditions:

1. Filing of the final plat shall be subject to the review and approval by the Montana Department of Environmental Quality and Carbon County Sanitarian, as appropriate, for water, wastewater, solid waste, and stormwater drainage provisions. (Sections III-B-11.C.ii and V-A-11, 12,13, and

- 14; Effect on the Natural Environment; Effect on Public Health and Safety). **A DEQ approval, E.Q. #24-1749 was included with the final plat application and should be filed with the final plat.**
2. The Fire Prevention and Control Plan shall be filed with the subdivision. This Plan should reference the hydrant, it's location, and design criteria. (Section V-A-21; Effect on Local Services; Effect on Public Health and Safety). **A recordable Fire Control and Prevention Plan was submitted with the final plat application and should be filed with the final plat.**
 3. The final plat shall show the location of all existing and required utility easements. (Section V-A-15.a; Effect on Local Services). **The final plat includes utility easements.**
 4. The final plat must include the following statement: "The undersigned hereby grants unto each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric, power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of the lines and other facilities, in, over, under and across each area designated on this plat as "Utility Easement" to have and hold forever." (Section V-A-15.h; Effect on Local Services). **The required statement is included on the final plat.**
 5. A notation shall be provided on the final plat that legal and physical access is provided per 76-3-608(3)(d), MCA. (Section III-B-11.g.v; Compliance with the Montana Subdivision and Platting Act). **The required notation appears on the final plat.**
 6. Prior to filing the final plat, the plat shall be submitted to the County Examining Land Surveyor and any comments sufficiently addressed. (Section III-C-3.b.vi; Compliance with Survey Requirements). **The Examining Land Surveyor has reviewed the survey and all comments have been addressed.**
 7. The final plat shall be in substantial compliance with the plans and documents submitted as part of the preliminary plat application. (Section III-C-5.b; Compliance with the Subdivision Regulations). **The final plat appears to be in substantial compliance with the documents submitted and reviewed as part of the preliminary plat application.**
 8. The final plat shall be submitted within two years of the date of preliminary plat approval, or an extension(s) to the approval period obtained. (Section III-B-12; Compliance with the Subdivision Regulations). **The final plat application has been submitted within two years of the preliminary plat approval.**
 9. The final plat shall contain a statement noting that the subdivision is subject to the Restrictions, Covenants and Conditions originally created under Document Number 320442 and subsequent amendments thereto. (Section V-A-23). **The required statement is included on the final plat.**
 10. The final plat shall be prepared and reviewed in accordance with Section III-C of the Carbon County Subdivision Regulations. (Compliance with the Subdivision Regulations). **The final plat has been reviewed in accordance with the Subdivision Regulations.**

Planning Staff Recommendation:

Having reviewed the materials submitted, staff has determined that the conditions of approval have been met and recommends approval of the final plat application.

Return to:
Linda and Keith Waring
146 Hitching Post Rd
Bozeman, MT 59715

FIRE CONTROL AND PREVENTION PLAN

RNR ELK RESORT SUBDIVISION
AMENDED LOT 9

Lot 9 of Plat 2148, RnR Elk Resort Subdivision, contains 8.31 acres. This lot is accessed from Palisades Campground Road to Elk Run Drive, along the west boundary of said Lot 9.

RnR Elk Resort Subdivision is located in the Red Lodge Fire District, approximately 3 miles from Red Lodge. Red Lodge Fire District will respond to a fire in RnR Elk Resort Subdivision.

RnR Elk Resort Subdivision lies within a fire risk area Per Carbon County Montana Wildland Urban Interface map. A fire suppression plan recorded as document no. 320441 on November 7, 2005 will be the fire prevention plan for Amended Lot 9. A fire suppression storage tank is located in the easement indicated on Lot 8 of Plat 2148 and Lot 8A of Plat 2148 2nd AM. A turnaround on the driveway allows emergency services to respond to proposed Lot 9B.

Proposed Lots 9A and 9B should clearly display the rural address numbers using a sign constructed of non-combustibles, install utilities underground, use a Class A or B fire-rated roofing material and construct a driveway that is a minimum of 16 feet wide.

Keith W. Waring

&

Linda Waring

STATE OF MONTANA
County of Carbon

This instrument was acknowledged before me this _____ day of _____, 2023.
By: Keith W. Waring and Linda Waring

Notary Public for the State of Montana

AMENDED LOT 9 OF PLAT NO. 2148, RnR ELK RESORT SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 5, T.8S., R.20E., P.M.M., CARBON COUNTY, MT

SURVEYED BY: RED LODGE SURVEYING LLC.
PO BOX 986 | 606 S GRANT AVE
RED LODGE, MT 59068

SURVEYED IN: NOVEMBER OF 2023 AND SEPTEMBER OF 2024

LANDOWNER: KEITH E. AND LINDA WARING

SURVEYOR'S NOTE:
THIS PLAT IS SUBJECT TO THE DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS ORIGINALLY CREATED UNDER DOCUMENT NO. 320442 AND SUBSEQUENT AMENDMENTS THERETO.

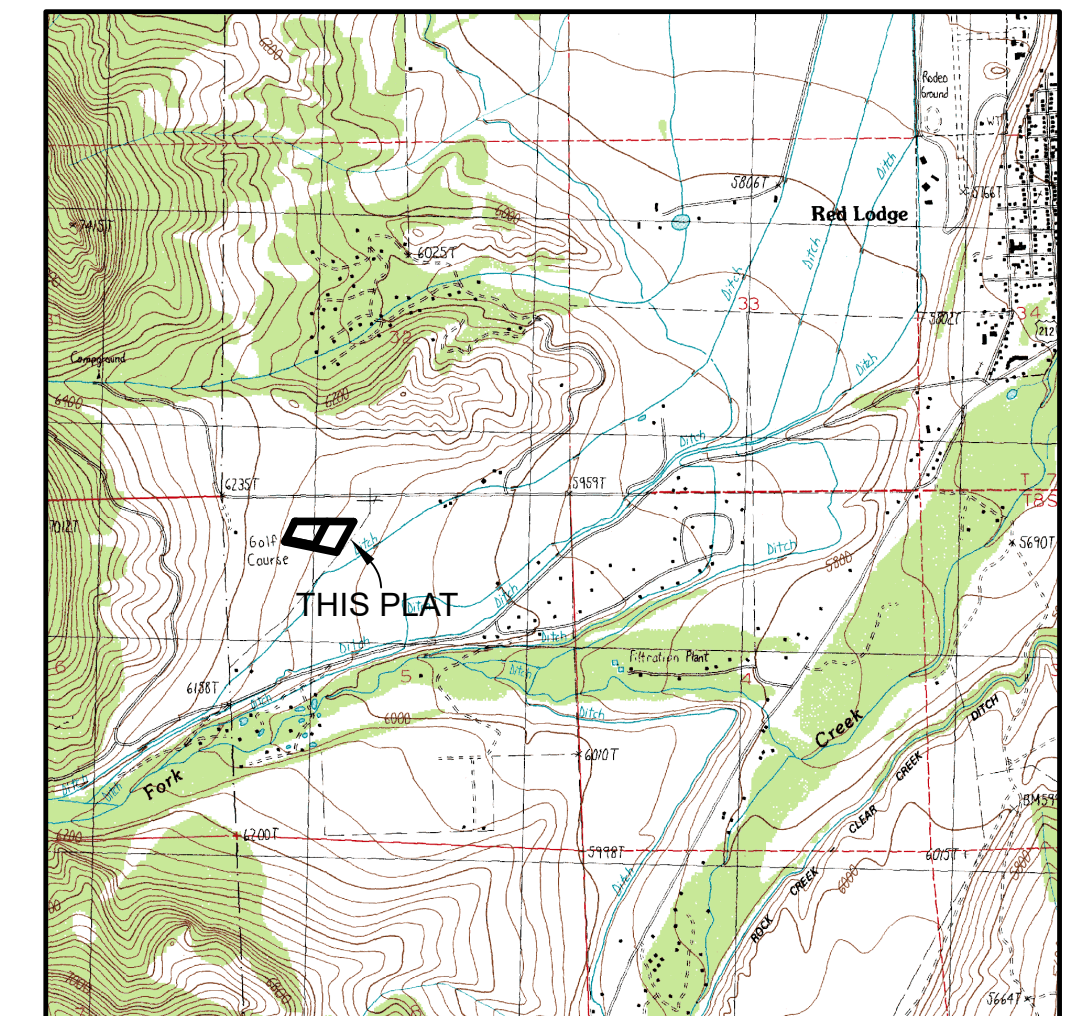
CLERK AND RECORDER INFORMATION:

SURVEYOR'S CERTIFICATION:
I, William H. Karas, a Professional Land Surveyor certifies that such survey of Amended Lot 9 of RnR Elk Resort Subdivision was made in November of 2023; that said survey is true and complete as shown and that the monuments found and set are of the character and occupy the positions shown thereon.

Dated this _____ day of _____, 2024.

RED LODGE SURVEYING LLC

VICINITY MAP



SCALE: 1"=3000'

CERTIFICATE OF DEDICATION AND LEGAL DESCRIPTION:
We, the undersigned landowners, do hereby certify that we have caused to be surveyed, subdivided and platted into lots, as shown by the plat hereunto included, the perimeter boundary of which is described as follows:
That part of the NW1/4 of Section 5, T.8S. R.20E., P.M.M., Carbon County, Montana, described as Lot 9 of Plat No. 2148, RnR Elk Resort Subdivision, on file in the office of the Clerk and Recorder of Carbon County under Document No. 320439. Containing 8.31 acres more or less and all according to the attached plat. Subject to easements and/or rights-of-way of record, apparent on the ground, and/or reserved per this survey.

Legal and physical access is provided each lot per 76-3-608(3)(d) MCA.

The above-described tract of land is to be known and designated as "AMENDED LOT 9 OF RnR ELK RESORT SUBDIVISION", and the lands included in all roadways are hereby granted and donated to the use of the public forever. Unless specifically listed herein, the lands included in all roadways shown dedicated to the public are accepted for public use, but the County accepts no responsibility for maintaining the same. The owners agree that the County has no obligation to maintain the lands included in all roadways shown hereby dedicated to public use. No parkland is being dedicated to the public.

The undersigned hereby grants unto each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, electric power, gas, internet, cable television or other similar utility or service, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as "utility easement" to have and to hold forever.

Keith E. Waring & _____
Linda Waring

STATE OF MONTANA County of Carbon

This instrument was acknowledged before me this _____ day of _____, 2024.
By: Keith E. Waring and Linda Waring

Notary Public for the State of Montana

TREASURER'S CERTIFICATION:
I hereby certify, pursuant to Section 76-3-611(1)(b), MCA, that all real property taxes assessed and levied on the land described above and encompassed by the proposed Lots 9A and 9B of Amended Lot 9 of RnR Elk Resort Subdivision have been paid.

Dated this _____ day of _____, 2024.

Treasurer, Carbon County, Montana

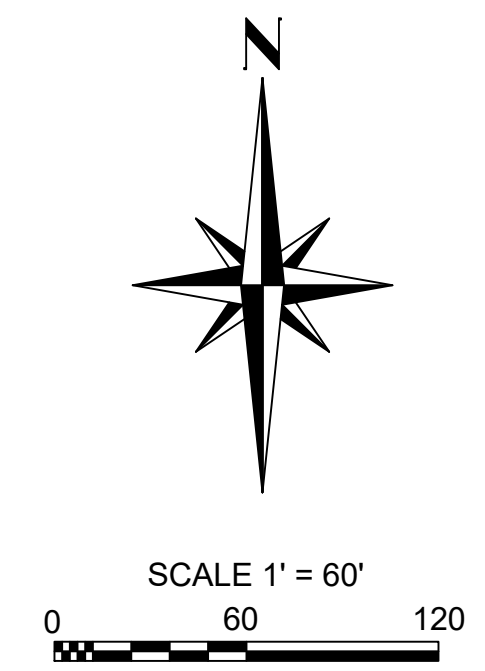
CERTIFICATE OF FINAL PLAT APPROVAL:
The County commission of Carbon County, Montana does hereby certify that it has examined this Subdivision Plat and having found the same to conform to law, approves it, and hereby accepts the dedication to public use of any and all lands shown on this plat as being dedicated to such use

Dated this _____ day of _____, 2024.

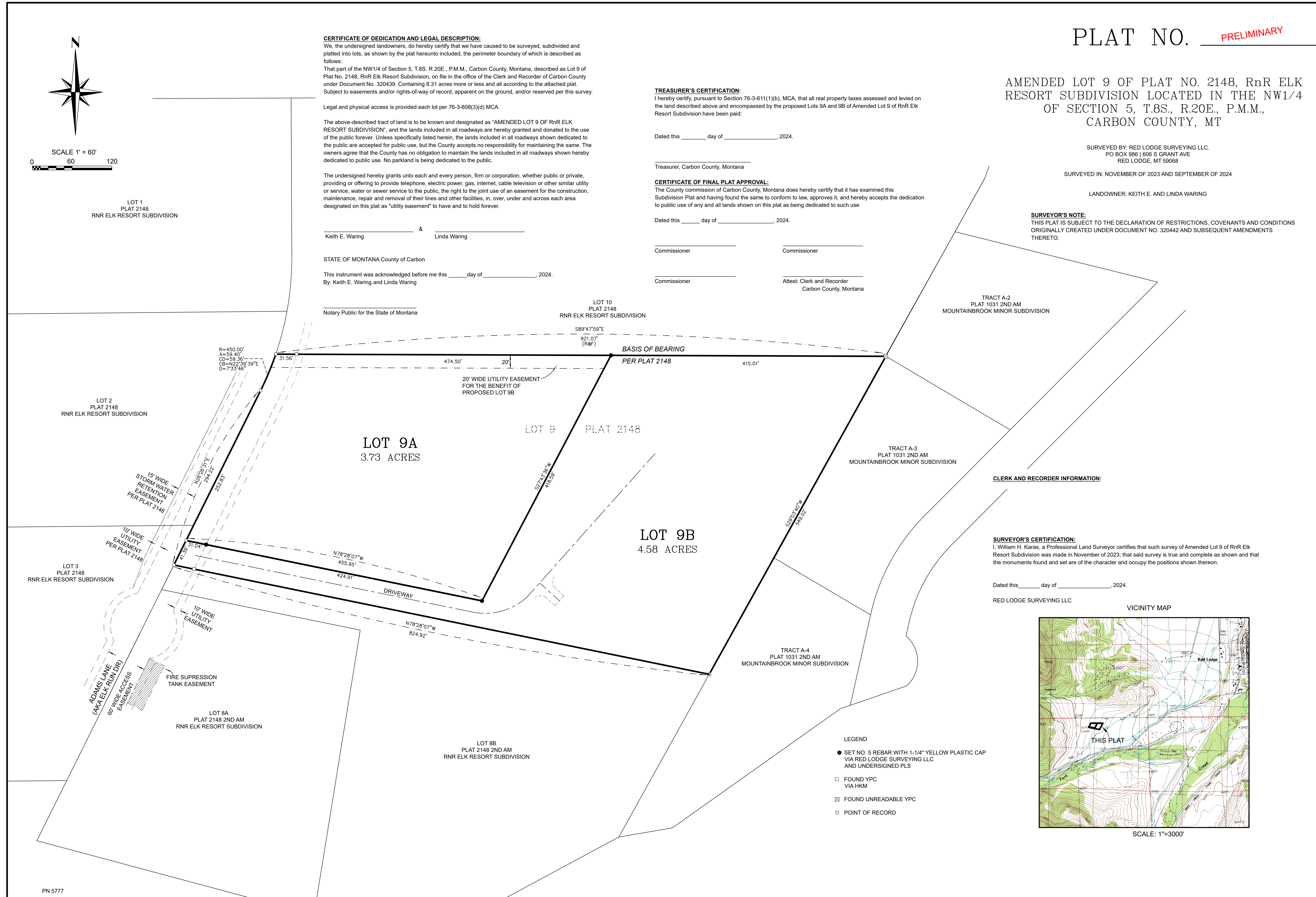
Commissioner

Commissioner

Attest: Clerk and Recorder
Carbon County, Montana



SCALE 1" = 60'



- LEGEND**
- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP VIA RED LODGE SURVEYING LLC AND UNDERSIGNED PLS
 - FOUND YPC VIA HKM
 - ☒ FOUND UNREADABLE YPC
 - POINT OF RECORD



August 16, 2024

Eric Butts PE
Beartooth Engineering PLLC
2 Comanche Trail
Red Lodge MT 59068

RE: Waring Subdivision-RNR Elk Resort Subdivision
Lot 9A and 9B Rewrite
Carbon County
E.Q. #24-1749

Dear Mr. Butts:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

In addition, your project may be subject to Federal regulations relating to Class V injection wells. Please contact the United States Environmental Protection Agency regarding specific rules that may apply.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in blue ink that reads "Shawn Rowland" with a stylized flourish at the end.

Shawn Rowland M.S. R.S.
Subdivision Section Supervisor
Engineering Bureau
Water Quality Division

SR/JL

cc: County Sanitarian
County Planning Board (e-mail)
Owner

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION APPROVAL
(Section 76-4-101 et seq, MCA)

TO: County Clerk and Recorder
Carbon County
Red Lodge, Montana

E.Q. # 24-1749

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Waring Subdivision-RNR Elk Resort Subdivision Lot 9A and 9B Rewrite**

Located in the Northwest Quarter of Section 5, Township 8 South, Range 20 East, Carbon County, Montana.

Consisting of 2 parcels, Lot 9A and Lot 9B, which have been reviewed by personnel of the Water Quality Division, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the Plat is made with the understanding that the following conditions shall be met:

THAT the parcel size as indicated on the Plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT Lot 9A and Lot 9B shall each be used for one residential unit, and,

THAT the individual water system serving Lot 9A will consist of an existing well, GWIC #240714 which is a low-flow well, and a new 4,000 gallon cistern constructed in accordance with the most current standards of the Department of Environmental Quality, and,

THAT the existing well on Lot 9A, GWIC #240714, is currently undeveloped and requires a satisfactory coliform test submitted to Carbon County prior to human consumption, and,

THAT when the existing well on Lot 9A requires extensive repair, a new well must be drilled to a minimum depth of 25 feet and constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the individual water system serving Lot 9B will consist of a new well drilled to a minimum depth of 25 feet and constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

**Waring Subdivision-RNR Elk Resort Subdivision Lot 9A and 9B Rewrite
Carbon County
E.Q. # 24-1749**

THAT the individual water system serving Lot 9B is assumed to be a low flow well and shall consist of a new 4,000 gallon cistern constructed in accordance with the most current standards of the Department of Environmental Quality, and,

THAT the individual subsurface wastewater treatment systems for Lot 9A and Lot 9B will consist of a septic tank, dosing tank, effluent filter, and drainfield of such size and description as will comply with Title 17, Chapter 36, Subchapters 1, 3, and 6 ARM, and,

THAT the individual subsurface drainfields for Lot 9A and 9B shall have an absorption area of sufficient size to provide for an application rate of 0.2 gpd/ft² (plus a 25% reduction for gravelless chambers), and,

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT the operation and maintenance of water supply, sewage treatment system, and stormwater facilities shall be the responsibility of each lot owner, and,

THAT no sewage treatment system, shall be constructed within 100 feet of the maximum highwater level of a 100-year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT the stormwater design for Lot 9A requires the installation of a retention pond with a minimum volume of 4,095.95 cubic feet each to be constructed and located in accordance with the approved plans, and,

THAT the stormwater design for Lot 9B requires the installation of a retention pond with a minimum volume of 4,667.67

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer and/or owner of record shall provide the purchaser of property with a copy of the COS, approved location of water supply and sewage treatments system as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, chapter 36, Subchapters 3 and 9, before construction is started.

**Waring Subdivision-RNR Elk Resort Subdivision Lot 9A and 9B Rewrite
Carbon County
E.Q. # 24-1749**

THAT departure from any criteria set forth in the approved plans and specifications and Title 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.


THAT pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the reviewing authority under Title 76, Chapter 4, MCA, and local board of health officer having jurisdiction, before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the COS filed in your office as required by law.


DATED this 16th day of AUGUST, 2024.

SONJA NOWAKOWSKI
DIRECTOR

BY:



Megan Spry, REHS/RS
Environmental Health Services
Carbon County

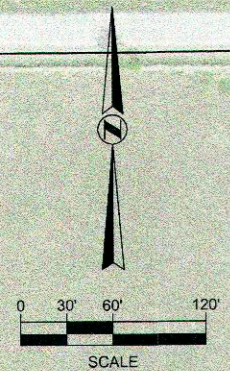
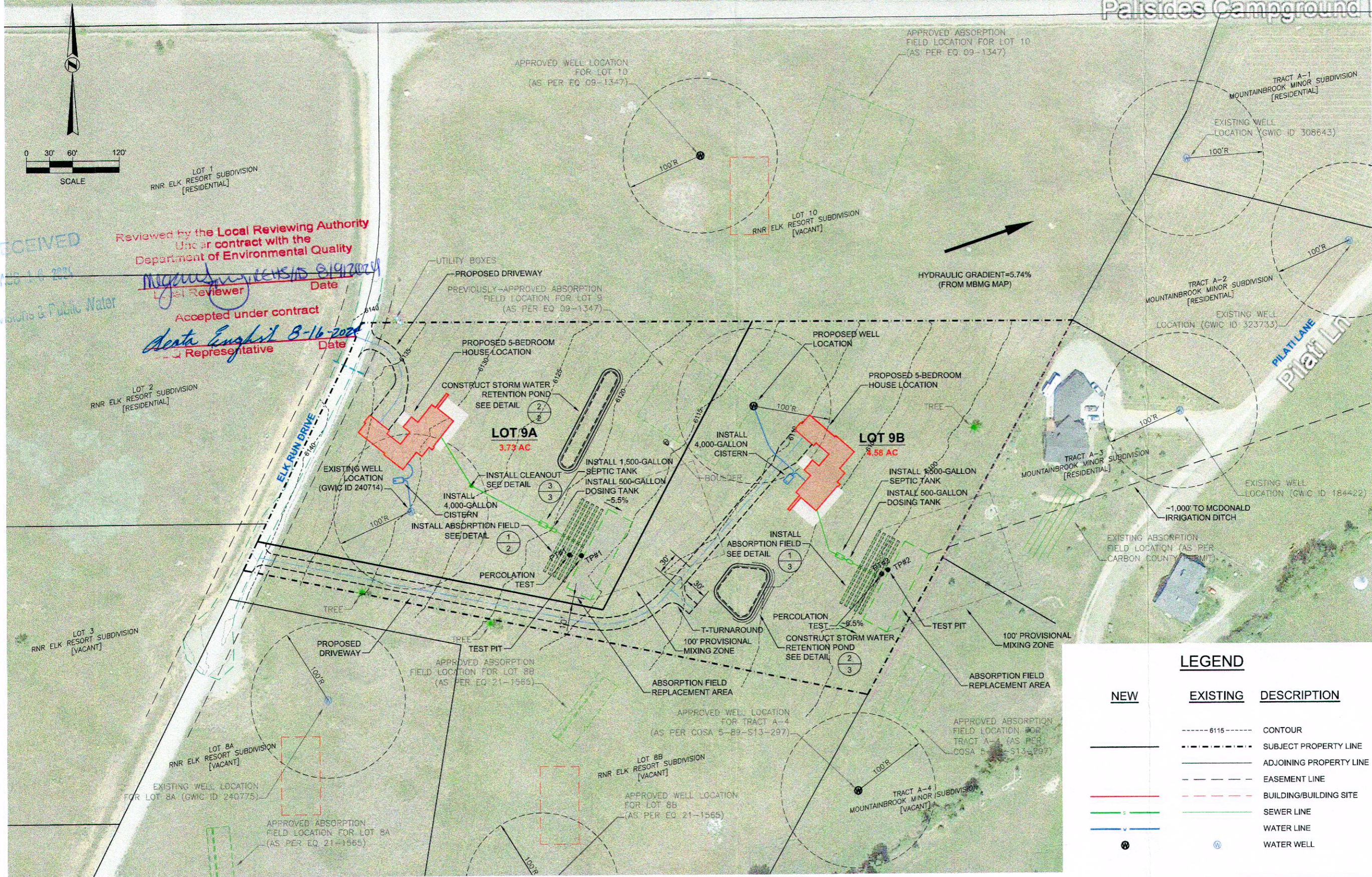


Shawn Rowland, R.S., M.S.
Subdivision Section Supervisor
Engineering Bureau-Water Quality Division
Department of Environmental Quality

WARING SUBDIVISION - LOT LAYOUT PLAN
 LOT 9 OF RNR ELK RESORT SUBDIVISION, LOCATED IN THE NW 1/4
 OF SECTION 5, T8S, R20E, P.M.M., CARBON COUNTY, MONTANA

PALISADES CAMPGROUND ROAD

Palisades Campground



Reviewed by the Local Reviewing Authority
 Under contract with the
 Department of Environmental Quality

Meghan K. Lewis 8/19/2024
 Local Reviewer Date

Accepted under contract
Debra English 8-16-2024
 Representative Date

RECEIVED
 8/20/2024
 Carbon County & Public Water

D:\2023 Projects\BE 23-04 Waring\Waring CAD Project\dwg\Waring Lot Layout.dwg, 4/24/2024 8:08:49 AM, Beartooth Engineering



BEARTOOTH
 Engineering

RED LODGE, MT 59068
 406.579.4976
 www.beartoothengineering.com

PROJECT NO.:	BE 23-04	
DRAWING NAME:	Waring Lot Layout.dwg	
DRAWN BY:	EWB	
DESIGNED BY:	BE	
DATE ISSUED:	12/07/23	
REVISIONS		
DATE	INITIALS	DESCRIPTION
1/10/24	EWB	CISTERN ADDITION
4/24/24	EWB	ADDED T-TURNAROUND PER RLS

WARING SUBDIVISION
 CARBON COUNTY, MONTANA

LOT 9 OF RNR ELK RESORT SUBDIVISION - SWTS
LOT LAYOUT PLAN

LEGEND

NEW	EXISTING	DESCRIPTION
---	---	6115 CONTOUR
---	---	SUBJECT PROPERTY LINE
---	---	ADJOINING PROPERTY LINE
---	---	EASEMENT LINE
---	---	BUILDING/BUILDING SITE
---	---	SEWER LINE
---	---	WATER LINE
---	---	WATER WELL

D:\2023 Projects\BE 23-04 Waring\CAD Project\dwg\Waring Lot Layout.dwg, 1/10/2024 9:45:02 AM, Beartooth Engineering

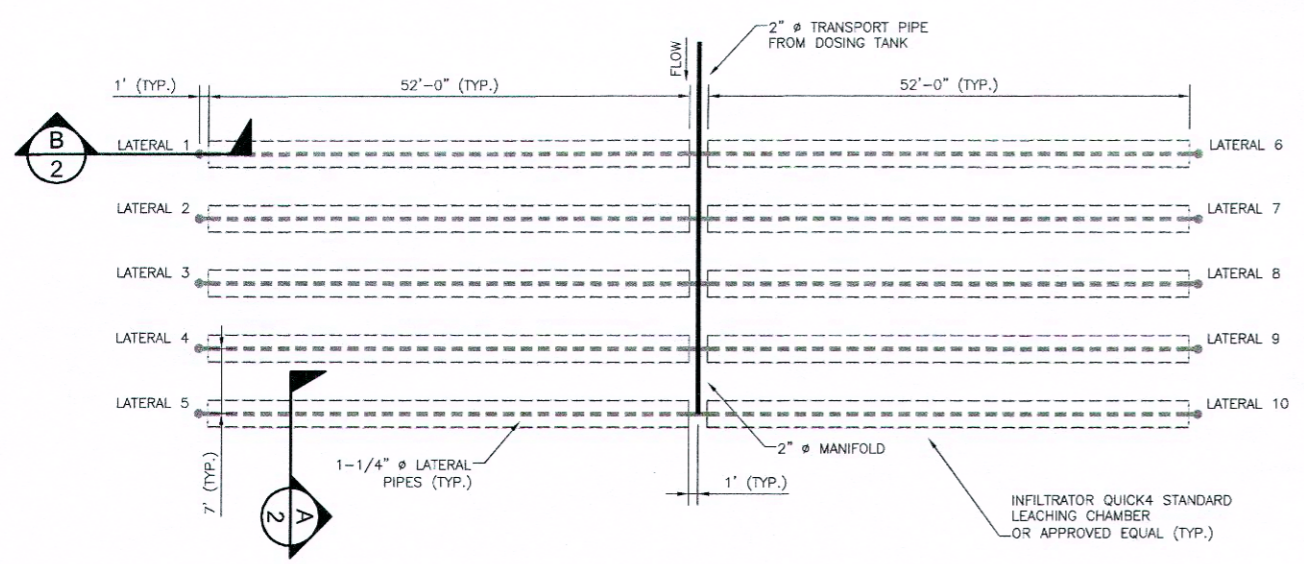


BEARTOOTH
Engineering
RED LODGE, MT 59068
406.579.4976
www.beartoothengineering.com

PROJECT NO:	BE 23-04
DRAWING NAME:	Waring Lot Layout.dwg
DESIGNED BY:	EWB
DATE ISSUED:	12/07/23
DATE:	1/10/24
INITIALS:	EWB
DESCRIPTION:	CISTERN ADDITION

WARING SUBDIVISION
CARBON COUNTY, MONTANA
LOT 9 OF RNR ELK RESORT SUBDIVISION - SWTS
PLAN DETAILS AND SPECIFICATIONS

SHEET
2 OF 3

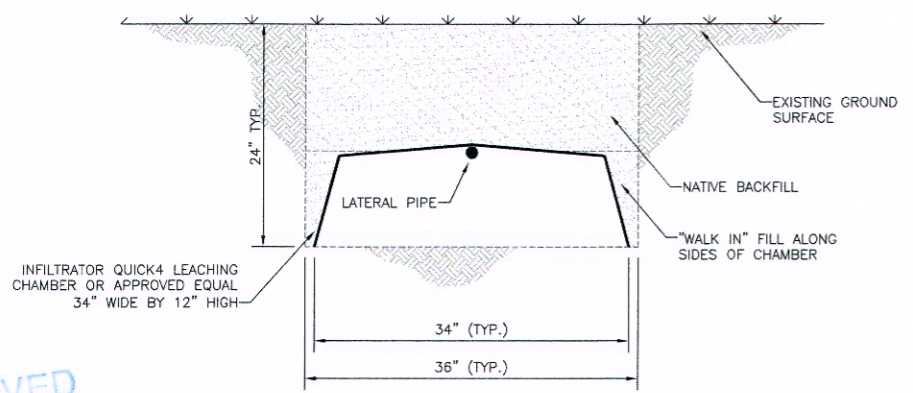


LOT 9A ABSORPTION FIELD DETAIL 1/2
NO SCALE

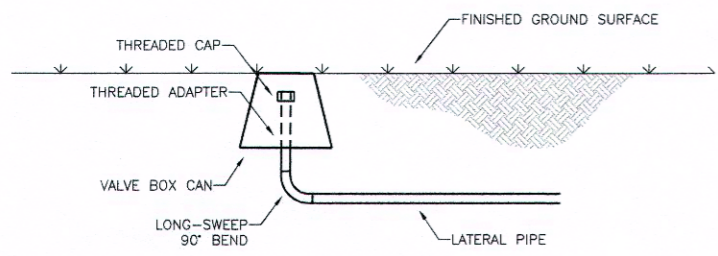
LOT 9A LATERAL SUMMARY

LATERAL NUMBER	LATERAL DIAMETER	TRENCH ELEVATION*	ORIFICE SPACING	ORIFICE QUANTITY	ORIFICE DIAMETER
1	1-1/4"	~6116'	4'-0"	13	1/8"
2	1-1/4"	~6116'	4'-0"	13	1/8"
3	1-1/4"	~6116'	4'-0"	13	1/8"
4	1-1/4"	~6116'	4'-0"	13	1/8"
5	1-1/4"	~6116'	4'-0"	13	1/8"
6	1-1/4"	~6116'	4'-0"	13	1/8"
7	1-1/4"	~6116'	4'-0"	13	1/8"
8	1-1/4"	~6116'	4'-0"	13	1/8"
9	1-1/4"	~6116'	4'-0"	13	1/8"
10	1-1/4"	~6116'	4'-0"	13	1/8"

*BASED ON EXISTING CONTOURS.



SECTION A
NO SCALE



SECTION B
NO SCALE

GENERAL NOTES

1. THE PARCEL LINE WORK IS FROM THE PRELIMINARY PLAT FROM RED LODGE SURVEYING.
2. THE AERIAL IMAGE SHOWN IS FROM GOOGLE EARTH. THE AERIAL IS NOT TIED TO THE PROPERTY LINES AND IS SHOWN FOR REFERENCE ONLY.
3. THE CONTOURS AND LOCATIONS OF EXISTING FEATURES ARE FROM A TOPOGRAPHIC SURVEY COMPLETED BY RED LODGE SURVEYING IN OCTOBER 2020.
4. THERE ARE NO KNOWN POTENTIAL SOURCES OF CONTAMINATION WITHIN 500' OF THE PROPOSED WATER SOURCE.
5. THERE ARE NO KNOWN WATER OR WASTEWATER FACILITIES LOCATED WITHIN IN THE PROPOSED MIXING ZONES.

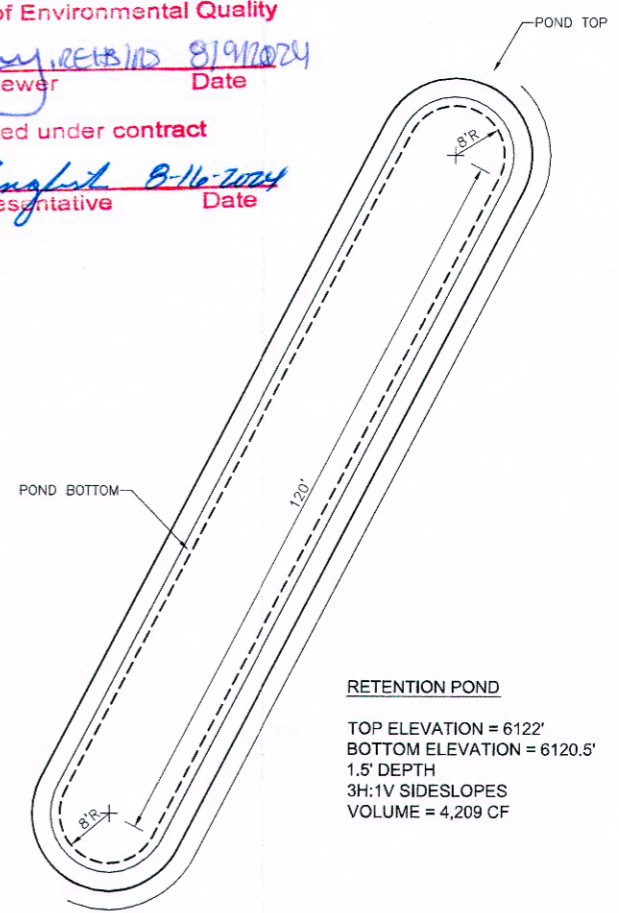
CONSTRUCTION NOTES

1. ALL WORK SHALL BE CONDUCTED IN ACCORDANCE WITH CIRCULAR DEQ 4 EXCEPTING THESE NOTES AND ALL OTHER NOTES SHOWN ON THE PLANS.
2. CONSTRUCTION EQUIPMENT WHICH WOULD CAUSE UNDESIRABLE COMPACTION OF THE SOILS SHALL NOT BE MOVED ACROSS THE EXCAVATED SURFACE OF THE EFFLUENT ABSORPTION FIELD. CONSTRUCTION SHALL NOT BE INITIATED WHEN THE SOIL MOISTURE CONTENT IS HIGH.
3. QUICK4 STANDARD LEACHING CHAMBERS MANUFACTURED BY INFILTRATOR WATER TECHNOLOGIES OR AN APPROVED EQUAL SHALL BE USED FOR THE ABSORPTION FIELD. TRENCH WIDTH SHALL BE 36".
4. THE TRENCH BOTTOM FOR THE LATERALS SHALL BE 24" BELOW THE EXISTING GROUND SURFACE. THE ABSORPTION FIELD SHALL BE CONSTRUCTED AS A STANDARD SYSTEM AND MEET THE REQUIREMENTS OF CIRCULAR DEQ 4.
5. THE SEPTIC TANK SHALL HAVE A MINIMUM 1,500-GALLON CAPACITY AND MEET THE REQUIREMENTS OF CIRCULAR DEQ 4.
6. THE DOSING TANK SHALL HAVE A MINIMUM 500-GALLON CAPACITY AND MEET THE REQUIREMENTS OF CIRCULAR DEQ 4.
7. THE SELECTED PUMP USED IN THE HYDRAULIC MODELING OF THE ABSORPTION FIELD IS A ASHLAND PUMP EP40. A PUMP THAT HAS THE SAME PERFORMANCE CURVE MAY BE SUBSTITUTED FOR THIS PUMP UPON ENGINEER APPROVAL.
8. PUMP CONTROLS SHALL BE SET AS RECOMMENDED BY THE PUMP MANUFACTURER AND SHALL CONSIST OF ON, OFF, AND HIGH LEVEL ALARM FLOATS AS WELL AS A MANUAL OPERATION ON/OFF SWITCH.
9. FLOATS SHALL BE SET APART TO DELIVER 272 GALLONS PER DOSE CYCLE. THE RESERVE VOLUME OF THE DOSING TANK SHALL BE 100 GALLONS AND BE PROVIDED BETWEEN THE HIGH LEVEL ALARM AND INLET PIPE INVERT.
10. ORIFICES SHALL BE SIZED AND SPACED AS PER THE LATERAL SUMMARY WITH EVERY THIRD HOLE POINTING DOWN.
11. THE CISTERN SHALL HAVE A MINIMUM 4,000-GALLON CAPACITY AND MEET THE REQUIREMENTS OF CIRCULAR DEQ 20.

Reviewed by the Local Reviewing Authority
Under contract with the
Department of Environmental Quality

Meghan J. Retz, BE 23-04
Local Reviewer Date 8/19/2024

Accepted under contract
Debra English, BE 23-04
DEQ Representative Date 8-16-2024

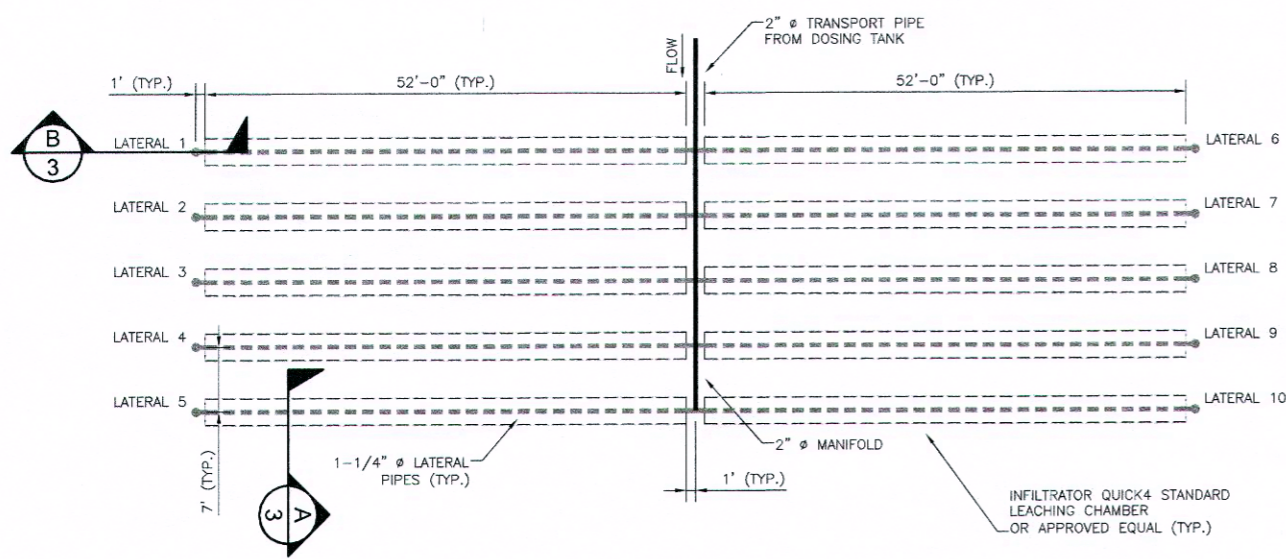


RETENTION POND
TOP ELEVATION = 6122'
BOTTOM ELEVATION = 6120.5'
1.5' DEPTH
3H:1V SIDESLOPES
VOLUME = 4,209 CF

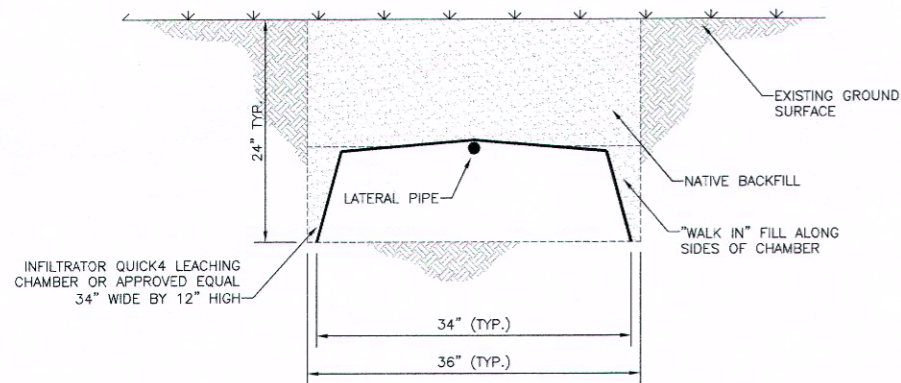
LOT 9A RETENTION POND DETAIL 2/2
NO SCALE

D:\2023 Projects\BE 23-04 Waring\Waring CAD Project\dwg\Waring Lot Layout.dwg, 1/10/2024 9:45:33 AM, Beartooth Engineering

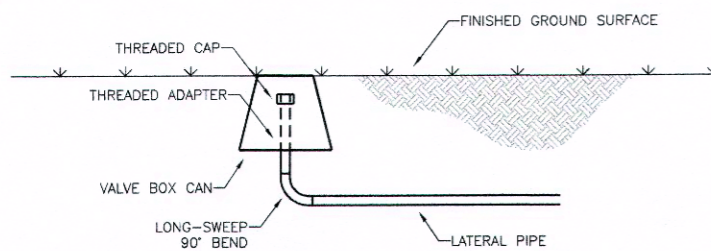
RECEIVED
1/16/2024
Subdivisions & Public Water



LOT 9B ABSORPTION FIELD DETAIL (1/3)
NO SCALE



SECTION A (2/3)
NO SCALE

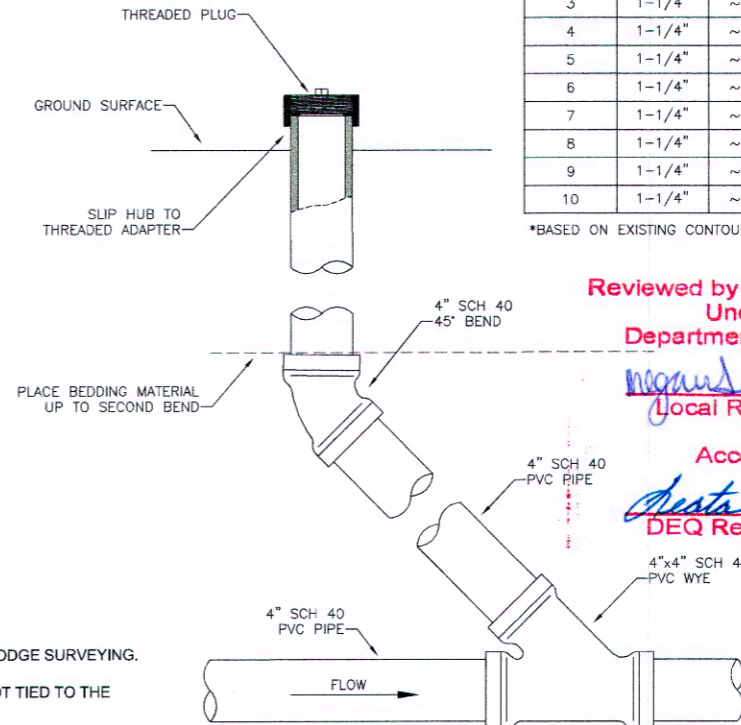


SECTION B (3/3)
NO SCALE

LOT 9B LATERAL SUMMARY

LATERAL NUMBER	LATERAL DIAMETER	TRENCH ELEVATION*	ORIFICE SPACING	ORIFICE QUANTITY	ORIFICE DIAMETER
1	1-1/4"	~609B'	4'-0"	13	1/8"
2	1-1/4"	~609B'	4'-0"	13	1/8"
3	1-1/4"	~609B'	4'-0"	13	1/8"
4	1-1/4"	~609B'	4'-0"	13	1/8"
5	1-1/4"	~609B'	4'-0"	13	1/8"
6	1-1/4"	~609B'	4'-0"	13	1/8"
7	1-1/4"	~609B'	4'-0"	13	1/8"
8	1-1/4"	~609B'	4'-0"	13	1/8"
9	1-1/4"	~609B'	4'-0"	13	1/8"
10	1-1/4"	~609B'	4'-0"	13	1/8"

*BASED ON EXISTING CONTOURS.



SEWER CLEANOUT DETAIL (3/3)
NO SCALE

Reviewed by the Local Reviewing Authority
Under contract with the
Department of Environmental Quality

Morgan... 8/19/2024
Local Reviewer Date

Accepted under contract

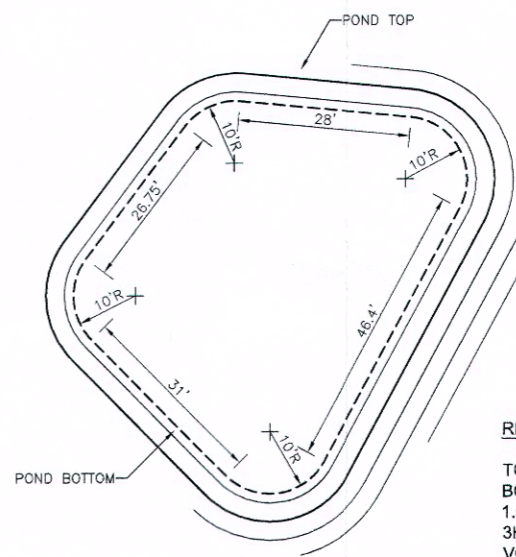
Aesta English 8-16-2024
DEQ Representative Date

GENERAL NOTES

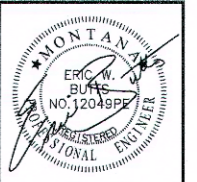
1. THE PARCEL LINE WORK IS FROM THE PRELIMINARY PLAT FROM RED LODGE SURVEYING.
2. THE AERIAL IMAGE SHOWN IS FROM GOOGLE EARTH. THE AERIAL IS NOT TIED TO THE PROPERTY LINES AND IS SHOWN FOR REFERENCE ONLY.
3. THE CONTOURS AND LOCATIONS OF EXISTING FEATURES ARE FROM A TOPOGRAPHIC SURVEY COMPLETED BY RED LODGE SURVEYING IN OCTOBER 2020.
4. THERE ARE NO KNOWN POTENTIAL SOURCES OF CONTAMINATION WITHIN 500' OF THE PROPOSED WATER SOURCE.
5. THERE ARE NO KNOWN WATER OR WASTEWATER FACILITIES LOCATED WITHIN IN THE PROPOSED MIXING ZONES.

CONSTRUCTION NOTES

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LOT 9B RETENTION POND DETAIL (2/3)
NO SCALE



BEARTOOTH
Engineering
RED LODGE, MT 59068
406.579.4976
www.beartoothengineering.com

PROJECT NO.: BE 23-04	REVISIONS
DRAWING NAME: Waring Lot Layout.dwg	DESCRIPTION
DRAWN BY: EWB	DATE
DESIGNED BY: BE	INITIALS
DATE ISSUED: 12/07/23	EWB
	CISTERN ADDITION

WARING PROPERTY
CARBON COUNTY, MONTANA
LOT 9 OF RNR ELK RESORT SUBDIVISION - SWTS
PLAN DETAILS AND SPECIFICATIONS



Guarantee

SG 08018769

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, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company
GUARANTEES

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

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

Issued through the Office of:

Flying S Title and Escrow of Montana, Inc.

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  *C. Monroe* President
Attest  *David Wald* Secretary

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. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) 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.
- (b) (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 by (1), (2) or (3) are shown by the public records.
- (c) Assurances to 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, alleys, lanes, ways or waterways in which such land 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.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) 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 assurances provided.

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

An Assured shall notify the Company promptly in writing in case any 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 such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. 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.

5. 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 4 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 5(a) the Company shall have the rights to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured hereunder shall secure to the Company the right to prosecute or provide 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.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 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 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.

7. 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 the 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 5, 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 obligations 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 5.

8. Determination and Extent of Liability.

This Guarantee is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

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;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 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 the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the 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.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. 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 30 days thereafter.

12. 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 insured claimant 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.

13. 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.

14. 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.

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: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.



Subdivision Guarantee
SCHEDULE A

Order No.: **1136467 - Update**
Fee: **\$200.00**

Liability: **\$1,000.00**
Guarantee No.: **SG 08018769**
Reference No.: Waring

1. Name of Assured: Red Lodge Surveying LLC
2. Date of Guarantee: September 23, 2024 at 7:30 A.M.

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

That part of the NW¹/₄ of Section 5, Township 8 South, Range 20 East, of the Principal Montana Meridian, in Carbon County, Montana, described as Lot 9 of RnR Elk Resort Subdivision, Plat No. 2148 on file in the office of the Clerk and Recorder of said County, under Document #320439.

- A. Name of Proposed Subdivision Plat or Condominium Map:
None Available
- B. The Public records purport that only the hereafter names parties appear to have an interest affecting the land necessitating their execution of the names proposed plat or map:
Linda Waring and Keith W. Waring
- C. According to the public records, the following documents purport to affect the described land:

1. 2024 taxes and special assessments are an accruing 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	First Half / Status	Second Half / Status	Parcel Number	Covers
2023	\$892.84 Paid	\$892.84 Paid	6005100	Subject Land
Supplemental 2023 Tax Bill		Amount / Status	Parcel Number	Covers
		\$73.22 Paid	6005100	Subject Land

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

2. Right of Way granted to Beartooth Electric Cooperative, Inc., recorded June 1, 1993 in Book 128, Page 67, under Document #265371.
3. Provisions contained in that Certificate, executed by the State of Montana, Department of Health and Environmental Services dated June 2, 2005.
4. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, under Plat No. 2148, filed November 17, 2005, as Instrument #320439, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(C).
5. The effect of Bylaws of RNR Elk Resort Homeowner's Association, Inc., recorded November 17, 2005, under Document #320440.
6. Fire Suppression Systems Agreement upon the terms, conditions and provisions contained therein:
Parties: County of Carbon, and Jeanne Rizzotto and Allison Russell
Recorded: November 17, 2005, under Document #320441
7. Covenants, Conditions and Restrictions recorded November 17, 2005, under Document #320442, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).

Amendment to said Covenants recorded November 13, 2007, under Document #330282.

Amendment to said Covenants recorded February 21, 2008, under Document #331510.

Amendment to said Covenants recorded November 21, 2008, under Document #334914.

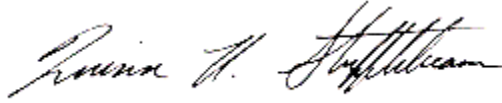
Second Amendment to said Covenants recorded Jun 16, 2020, under Document # 381417.

Correction to Amendment to said Covenants recorded March 19, 2021, as Instrument No. 385809.
8. Right-of-Way granted to Northwestern Corporation D/B/A Northwestern Energy, recorded January 9, 2006, under Document #321204.

9. Right-of-Way granted to Beartooth Electric Cooperative, Inc., recorded January 13, 2006, under Document #321260.

No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Old Republic National Title Insurance Company



Authorized Officer or Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary



FACTS		WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Old Republic Title Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>

Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>
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Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May Be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				