

Fee Received By: Chris Hertz
City Engineers Office

Date: 7/6/22

A DEPOSIT FOR AN APPRAISAL MUST ALSO ACCOMPANY THIS REQUEST.

Deposit Amount: _____

Received By: _____
City Clerk

Date: _____

Copies of City of Billings Ordinance No. 80-4269 and 90-4822, establishing the procedure and compensation to the City of Billings for Discontinuance and Vacation of City Streets, Alleys, and Rights-of-Way, are attached for reference.

The application fee, as stated in BMC 22-602, will be set by the City Administrator after review by the staff. The City Clerk will advertise the public hearing at least one week before the petition is acted upon by the City Council.

This petition is to be returned to the City Clerk, PO Box 1178, Billings, MT 59103. (First Floor, City Hall)

This petition must be accompanied by the statements and reports as listed in BMC 22-601 (a), (b), (c), (d), (e), and (f). (Copy attached)

CONTACT PERSON FOR PETITION:

Rick Leuthold

Telephone No.: (406) 656-5255

Mailing Address: 1300 N. Transtech Way
Billings, MT 59102

Date: 7/6/22

CITY COUNCIL ACTION: _____

DATE: _____

Exhibit A



First American Title Company
1001 South 24th Street West Ste 200
Billings, MT 59102
Phone: (406)248-7877 / Fax: (406)248-7875

PR: AFFGRP

Ofc: 84 (14079)

Invoice

To: Cushing Terrell
13 N 23rd St
Billings, MT

Invoice No.: 14079 - 841004586

Date: 07/01/2022

Our File No.: 1050576

Title Officer: Annette Nielsen

Escrow Officer:

Customer ID: AD1025702

Attention: George Bornemann

Your Ref.:

Liability Amounts

RE: Property:
Multiple addresses, Billings, MT

Buyers: The Foundation of Montana State University-Billings

Sellers:

| Description of Charge | Invoice Amount |
|-----------------------|----------------|
| INVOICE TOTAL | \$0.00 |

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*



Guarantee

SG

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:

First American Title Company

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.: **1050576**

Fee: **\$1,500.00**

Liability: **\$1,000.00**

Guarantee No.: **SG**

Reference No.:

1. Name of Assured: City of Billings
2. Date of Guarantee: June 23, 2022 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):

Parcel A:

Lots 12 and 13, Block 8, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

TOGETHER with the easterly one-half of vacated alley adjoining.

Parcel B:

Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 8, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

TOGETHER with the easterly one-half of vacated alley adjoining.

Parcel C:

Lot 25, Block 8, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

TOGETHER with the westerly one-half of vacated alley and the easterly one-half of vacated N. 29th Street adjoining.

Parcel D:

Lots 1 and 2, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

EXCEPT that part conveyed to the Montana Department of Transportation for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded July 11, 2018, under Document #3854221, records of Yellowstone County, Montana.

Parcel E:

Lots 3 and 4, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel F:

Lots 5 and 6, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel G:

Lots 7 and 8, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel H:

Lots 9 and 10, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel I:

Lots 11, 12, 13 and 14, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel J:

Lots 15 and 16, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

EXCEPT that part conveyed to the City of Billings by Quit Claim Deed recorded March 23, 1995, under Document #1777495, records of Yellowstone County, Montana.

Parcel K:

Lots 17 and 18, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel L:

Lots 19 and 20, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel M:

Lots 21 and 22, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel N:

Lots 23 and 24, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel O:

Lots 25 and 26, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel P:

Lots 27 and 28, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel Q:

Lots 29 and 30, Block 9, of North Side Addition, Third Filing, in the City of Billings,

Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel R:

Lots 31 and 32, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel S:

Lots 33 and 34, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel T:

Lots 35 and 36, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel U:

Lots 37 and 38, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel V:

Lots 39 and 40, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel W:

Lots 41 and 42, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel X:

Lots 43 and 44, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel Y:

Lots 45 and 46, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel Z:

Lots 47 and 48, Block 9, of North Side Addition, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #300610.

Parcel AA:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 1, of Normal Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #356842.

TOGETHER with the westerly one-half of vacated alley adjoining.

Parcel BB:

Lots 13 and 14, Block 1, of Normal Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #356842.

TOGETHER with the westerly one-half of vacated alley adjoining.

Parcel CC:

Lots 15, 16, 17, 18, 19, 20, and 21, Block 1, of Normal Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #356842.

TOGETHER with the westerly one-half of vacated alley adjoining.

Parcel DD:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14 and 15, Block 2, of Normal Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #356842.

Parcel EE:

Lots 10A, 11A and 11B, Block 2, of Amended Plat of Lots 10 and 11 Block 2 of Normal Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #1441157.

Parcel FF:

Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, Block 2, of Normal Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #356842.

Parcel GG:

Lots 28, 29, 30 and 31, Block 2, of Normal Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #356842.

Parcel HH:

Lots 31, 32, 33, 34, 35, 36, 37 and 38, Block 2, of Normal Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #356842.

Parcel II:

Lots 22, 23 and 24, Block 1, of Normal Subdivision, Second Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #403078.

TOGETHER with the easterly one-half of vacated alley adjoining.

Parcel JJ:

Lots 25, 26, 27, 28, 29, 30, 31, 32 and 33, Block 1, of Normal Subdivision, Second Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #403078.

TOGETHER with the easterly one-half of vacated alley adjoining.

EXCEPTING therefrom the following 3 Tracts of land:

1. That part conveyed to the City of Billings by Quit Claim Deed recorded March 23, 1995, under Document #1777494, records of Yellowstone County, Montana.

2. That part conveyed to the Montana Department of Transportation for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded July 9, 2018, under Document #3854028, records of Yellowstone County, Montana.

3. That part conveyed to the Montana Department of Transportation for the benefit and use of its State Highway Commission by Bargain and Sale Deed recorded July 11, 2018, under Document #3854130, records of Yellowstone County, Montana.

Parcel KK:

Lots 34, 35, 36, 37, 38, 39 and 40, Block 1, of Normal Subdivision, Second Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #403078.

TOGETHER with the easterly one-half of vacated alley adjoining.

Parcel LL:

Lot 1, Block 1, of Normal Subdivision, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #3424025.

Parcel MM:

Lot 2, Block 1, of Normal Subdivision, Third Filing, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #3424025.

Parcel NN:

That part of SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 32, Township 1 North, Range 26 East, of the Principal Montana Meridian, in the City of Billings, Yellowstone County, Montana, described as Certificate of Survey No. 708 on file in the office of the Clerk and Recorder of said County, under Document #547601.

Parcel OO:

That part of E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 32, Township 1 North, Range 26 East, of the Principal Montana Meridian, in the City of Billings, Yellowstone County, Montana, described as Tract 1, of Certificate of Survey No. 934 on file in the office of the Clerk and Recorder of said County, under Document #710874.

Parcel PP:

That part of E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 32, Township 1 North, Range 26 East, of the Principal Montana Meridian, in the City of Billings, Yellowstone County, Montana, described as Tract 2, of Certificate of Survey No. 934 on file in the office of the Clerk and Recorder of said County, under Document #710874.

A. Name of Proposed Subdivision Plat or Condominium Map:
Unknown

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:
Sisters of Charity of Leavenworth, Health Service Corporation, a Kansas corporation, as to Lot 12 of Parcel A;

Sisters of Charity of Leavenworth Health Service Corporation, a corporation, as to Lot 13 of Parcel A and Lot 14 of Parcel B;

Sisters of Charity of Leavenworth, Health Services Corporation, as to Lots 15 and 16 of Parcel B, all of Parcel KK;

Sisters of Charity of Leavenworth, Health Service Corporation, a corporation, as to Lots 17, 18, 19, 20, 21 and 22 of Parcel B;

Sisters of Charity of Leavenworth Health System, Inc., a not for profit Kansas corporation, as to Lots 23 and 24 of Parcel B, all of Parcels D, E, L, M, N and O;

Sisters of Charity of Leavenworth Health Services Corporation, a Kansas not for profit corporation, as to Parcels C, K, P, Q, R, S, T, GG, JJ and MM;

Sisters of Charity of Leavenworth Health Services Corporation, a Kansas non profit corporation, as to Parcels F, Z, BB and Z, North 20 feet of Lot 6, all of Lots 7, 8, 9, 10, 11 and 12 of Parcel AA and the N $\frac{1}{2}$ of Lot 5, all of Lot 6 and the S $\frac{1}{2}$ of Lot 7;

Sisters of Charity of Leavenworth Health Services Corporation, a not for profit Kansas corporation, as to Parcels G, H and I;

Sisters of Charity of Leavenworth Health Services Corporation, a Kansas corporation, as to Parcel J;

Sisters of Charity of Leavenworth Health System, Inc., as to Parcel U;

Sisters of Charity of Leavenworth Health Services Corporation, as to Parcels V, Y and Lots 1, 2, 3, 4, 5 and the South 5 feet of Lot 6 of Parcel AA;

Helen Kaufman for life, with the remainder in Sisters of Charity of Leavenworth Health Services Corporation, a not for profit Kansas corporation, as to Parcel W;

Ted Rowe, as Trustee of the Ted Rowe Trust dated February 24, 1992 for life, with the remainder in Sisters of Charity of Leavenworth Health Services Corporation, a Kansas not for profit corporation, as to Parcel X;

The Sisters of Charity of Leavenworth Health Services Corporation, a Kansas not for profit corporation, as to Parcels CC and PP;

Clinical Realty Company, a Montana corporation, as to the N $\frac{1}{2}$ of Lot 7, all of Lot 8 and the S $\frac{1}{2}$ of Lot 7, N $\frac{1}{2}$ of Lot 13, all of Lots 14 and 15 of Parcel DD;

William Lambrecht, as to Lots 1, 2 and the S $\frac{1}{2}$ of Lot 3 of Parcel DD;

Hazel J. Orchard, as to the N $\frac{1}{2}$ of Lot 3, all of Lot 4 and the S $\frac{1}{2}$ of Lot 5 of Parcel DD;

The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day-Saints, a Utah Corporation, at to N $\frac{1}{2}$ of Lot 11, all of Lot 12 and the S $\frac{1}{2}$ of Lot 13 of Parcel DD;

The Foundation of Montana State University-Billings, as to Parcels FF and LL;

The State of Montana, as to Parcel HH;

Edwin G. Osness and Hazel E. Osness, husband and wife as joint tenants, as to Parcel II;

Rimrock Foundation, a Montana non-profit corporation, as to Parcel NN;

Edwin G. Osness, as to Parcel OO.

C. According to the public records, the following documents purport to affect the described land:

1. 2022 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 |
|------|---------------------|----------------------|---------------|---------------------------|
| 2021 | \$9,881.22 Paid | \$9,881.21 Paid | A12218 | Parcel A |
| 2021 | \$71,488.28Paid | \$71,488.26 Paid | A12226 | Parcel B |
| 2021 | \$3,138.56 Paid | \$3,138.55 Paid | A12229 | Parcel C |
| 2021 | \$202.60 Paid | \$202.60 Paid | A12241 | Parcel D |
| 2021 | \$203.06 Paid | \$203.06 Paid | A12242 | Parcel E |
| 2021 | \$202.96 Paid | \$202.96 Paid | A12243 | Parcel F |
| 2021 | \$203.14 Paid | \$203.14 Paid | A12244 | Parcel G |
| 2021 | \$203.08 Paid | \$203.08 Paid | A12245 | Parcel H |
| 2021 | \$380.90 Paid | \$380.90 Paid | A12246 | Parcel I |
| 2021 | \$180.82 Paid | \$180.82 Paid | A12248 | Parcel J |
| 2021 | \$203.02 Paid | \$203.02 Paid | A12249 | Parcel K |
| 2021 | \$202.99 Paid | \$202.99 Paid | A12250 | Parcel L |
| 2021 | \$203.05 Paid | \$203.05 Paid | A12251 | Parcel M |
| 2021 | \$202.95 Paid | \$202.95 Paid | A12252 | Parcel N |
| 2021 | \$180.31 Paid | \$180.31 Paid | A12253 | Parcel O |
| 2021 | \$180.35 Paid | \$180.35 Paid | A12254 | Parcel P |
| 2021 | \$180.31 Paid | \$180.31 Paid | A12255 | Parcel Q |
| 2021 | \$180.35 Paid | \$180.35 Paid | A12256 | Parcel R |
| 2021 | \$180.31 Paid | \$180.31 Paid | A12257 | Parcel S |
| 2021 | \$180.44 Paid | \$180.44 Paid | A12258 | Parcel T |
| 2021 | \$180.34 Paid | \$180.34 Paid | A12259 | Parcel U |
| 2021 | \$180.34 Paid | \$180.34 Paid | A12260 | Parcel V |
| 2021 | \$180.37 Paid | \$180.37 Paid | A12261 | Parcel W |
| 2021 | \$180.34 Paid | \$180.34 Paid | A12262 | Parcel X |
| 2021 | \$180.37 Paid | \$180.37 Paid | A12263 | Parcel Y |
| 2021 | \$180.34 Paid | \$180.34 Paid | A12264 | Parcel Z |
| 2021 | \$4,782.98 Paid | \$4,782.98 Paid | A33974 | Parcel AA, DD, EE, JJ, MM |
| 2021 | \$260.87 Paid | \$260.87 Paid | A11334 | Parcel BB |
| 2021 | \$4,571.20 Paid | \$4,571.20 Paid | A11335 | Parcel CC |
| 2021 | \$1,442.58 Paid | \$1,442.58 Paid | A11351 | Parcel FF |
| 2021 | \$353.27 Paid | \$353.27 Paid | A11353 | Parcel GG |
| 2021 | \$909.39 Paid | \$909.39 Paid | A11354 | Parcel HH |
| 2021 | \$339.45 Paid | \$339.45 Paid | A11336 | Parcel II |
| 2021 | \$608.63 Paid | \$608.63 Paid | A11341 | Parcel KK |
| 2021 | \$1,442.58 Paid | \$1,442.58 Paid | A11351 | Parcel LL |
| 2021 | \$560.10 Paid | \$560.10 Paid | D05764 | Parcel NN |
| 2021 | \$339.45 Paid | \$339.45 Paid | A11336 | Parcel OO |
| 2021 | \$4,571.20 Paid | \$4,571.20 Paid | A11335 | Parcel PP |

2. Unrecorded leaseholds; rights of parties in possession, rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein, and rights of tenants to remove trade fixtures.
3. Existing rights of way, easements and franchise rights of any lot owner or public utility in place at time of vacation. (Affects Parcels B,C,AA,BB,CC,DD,EE,FF, GG,HH,II,JJ,KK,LL,MM,NN,O

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, recorded May 7, 1935, as instrument number 300610, 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). (Affects Parcels A through Z)
5. Provisions in deed to B. M Sheehan and L.C. Babcock as sole surviving trustees of the Billings Realty Company, a Montana corporation that has resolved. , recorded May 8, 1935 in Book 180 of , page 156. (Affects Parcels A through Z)
6. Easement granted to Northwestern Energy, a division of NorthWestern Corporation, a Delaware corporation, Montana Dakota Utilities, a Delaware corporation; a division of MDU Resources Group, Inc.; Bresnan Communications, LLC and Qwest Corporation, recorded March 30, 1995, under Document No 1778247. (Affects Parcels A and B)
7. Memorandum of Lease upon the terms, conditions and covenants contained in the lease:
Recorded: April 7, 1995
Instrument No.: 1779354
Type of lease: Ground and Parking
Term: 40 years
Date of Lease: April 6, 1995
Lessor: Sisters of Charity of Leavenworth Health Services Corporation, c/o Saint Vincent Hospital and Health Center
Lessee: Hilltop Inn Limited Partnership. (Affects Parcel A and B)

The effect of Landlord Estoppel Certificate recorded May 3, 1995, under Document #1782334.

The effect of Landlords Consent recorded May 3, 1995, under Document #1782335.

8. Memorandum of Lease upon the terms, conditions and covenants contained in the lease:
Recorded: April 8, 2003 , in Book , Page
Instrument No.: 3224106
Type of lease: None stated
Term: 120 months plus 2 additional 60 month extension periods, exercisable by Tenant
Date of Lease: October 1, 2002
Lessor: Sisters of Charity of Leavenworth Health Systems, Inc., a Kansas not-for-profit corporation
Lessee: Yellowstone Surgery Center, LLC, a Montana limited liability company. (Affects Parcel B)
9. Provisions in deed to M.V. Blix , recorded April 19, 1939 in Book 210, page 306, under Document #337595. (Affects Parcel B)
10. Provisions in deed to Florence M. Blix, recorded December 12, 1938 in Book 208 , page 155, under Document #333926.
11. Use and Maintenance Agreement upon the terms, conditions and provisions contained therein:
Parties: Sisters of Charity of Leavenworth Health Systems, Inc., a Kansas not-for-profit corporation and MED-MAP, LLC, a Utah limited liability company
Recorded: October 12, 1994, under Document #1760266 (Affects Parcels B and C)

Amended Use and Maintenance Agreement recorded January 24, 1995, under Document #1771456.

Assignment of Use and Maintenance Agreement recorded December 16, 2010, under Document #3573692.
12. Provisions in deed to L.C. Babcock and B. M. Sheehan, as sole surviving trustees of Billings Realty Company , recorded July 27, 1939 in Book 214 , page 212, under Document #340460. (Affects Parcel B)

13. Provisions in deed to Louis Melnick, recorded November 18, 1939 in Book 215 , page 281, under Document #343687. (Affects Parcel B)
14. Provisions in deed to Harry L. Neidemire, recorded August 29, 1939 in Book 214, page 395, under Document #341281. (Affects Parcel C)
15. Memorandum of Lease upon the terms, conditions and covenants contained in the lease:
Recorded: October 12, 1996
Instrument No.: 1760267
Type of lease: Ground
Term: 40 years with the option to extended another 35 years
Date of Lease: October 1, 1994
Lessor: Sisters of Charity of Leavenworth Health Systems, Inc., a Kansas not-for-profit corporation
Lessee: MED-MAP, LLC, a Utah limited liability company.
16. Memorandum of Lease upon the terms, conditions and covenants contained in the lease:
Recorded: June 19, 1996 , in Book , Page
Instrument No.: 1838297
Type of lease:
Term: May 20, 1996 to May 19, 2006, extended for another 2 successive option periods of 5 years
Date of Lease: May 14, 1996
Lessor: Med-Map, LLC a Montana limited liability company
Lessee: McDonalds Corporation, a Delaware corporation. (Affects Parcel C)
17. Deed of Trust, to secure an original indebtedness of \$22,221,291.99, dated December 15, 2015 and any other amounts and/or obligations secured thereby
Recorded: December 18, 2015, under Document #3764025
Grantor: Med-Map L.L.C, a Utah limited liability company
Trustee: William D. Lamdin III
Beneficiary: First Interstate Bank (Affects Parcel C and Other Property)

Abstract of Landlord's Consent and Agreement recorded December 18, 2015, under Document #3764027

Modification Agreement recorded January 21, 2016, under Document #3767128.

Modification Agreement recorded February 3, 2022, under Document #4006852.

Mark C. Protherow was appointed successor trustee of said Trust Indenture by instrument recorded April 26, 2022 , under Document #4015210.
18. Assignment of rents to secure payment of the indebtedness shown as paragraph herein, and upon the terms and conditions therein.
Recorded: December 18, 2015, under Document
Assignor: Med-Map L.L.C., a Utah limited liability company
Assignee: First Interstate Bank.

First Amendment to Assignment of Rents recorded January 21, 2016, under Document #3767129
19. Financing Statement covering Fixtures
Recorded: December 23, 2015, under Document #3764384
Debtor: Med-Map L.L.C.
Secured Party: First Interstate Bank. (Affects Parcel C and Other Property)
20. Easement for easement of light and air without obstruction granted to Stewart-Griffin, Inc. a Montana corporation, recorded May 1, 1954 in Book/Roll 481, Page 430, under Document #523354.

21. Financing Statement covering Fixtures
Recorded: August 23, 2021, under Document #3986756
Debtor: Med-Map L.L.C
Secured Party: CSC. (Affects Parcel C and Other Property)
22. Right-of-way granted to Montana Power Company, recorded August 31, 1999, under Document #3064293. (Affects Parcels D through Z)
23. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded December 14, 2016, as instrument number 3799200, 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). (Affects Parcels D through Z, II, JJ and KK)
24. Provisions in deed to Josephine Tipolt, recorded February 23, 1940 in Book 217 , page 207, under Document #346693. (Affects Parcel E)
25. Provisions in deed to M. S. Sprague, recorded August 20, 1938 in Book 206 of , page 113, under Document #330810.
26. Provisions in deed to M.L.E. Brown , recorded December 2, 1939 in Book 213 of 401, page, under Document #344222. (Affects Parcel G)
27. Provisions in deed to Dorothy Sorensen, recorded July 17, 19741 in Book 231 of , page 604, under Document #362855.
28. Financing Statement covering Fixtures
Recorded: March 30, 1988, 121818
Debtor: American Pizza Partners
Secured Party: Intrust Bank NA.

Continuation Statement recorded Septmber 2, 1998 , 1909570.

Continuation Statement recorded March 30, 2003 , 3217838.

Continuation Statement recorded November 5, 2007 , 3444678.

Continuation Statement recorded November 23, 2012 , 3647129.

Continuation Statement recorded January 17, 2018 , 3838896.
29. Provisions in deed to L. C. Babcock and B. M. Sheehan, as sole surviving trustees of Billings Realty Company, recorded September 26, 1938 in Book 206 , page 322, under Document #331710. (Affects Parcel J)
30. Provisions in deed to Francis Theodore Thomson or Lena Marie Thomson, recorded May 15, 1939 in Book 210 , page 461, under Document #338295. (Affects Parcel K)
31. Provisions in deed to Pete P. Friedt, recorded August 20, 1938 in Book 206 , page 105, under Document #330791. (Affects Parcel N)
32. Provisions in deed to Wm. Lohoff and Nellie Lohof, recorded October 5, 1949, in Book/Roll 352, Page 186 as Instrument No. 455051. (Affects Parcel O)

33. Provisions in deed to Max W. Dudley, recorded April 3, 1940, in Book/Roll 217, Page 487 as Instrument No. 348106. (Affects Parcel P)
34. Provisions in deed to H.M. Sampson and Sanna Sampson, recorded May 28, 1940, in Book/Roll 220, Page 297 as Instrument No. 350158. (Affects Parcel Q)
35. Provisions in deed to Max W. Dudley, recorded August 6, 1940, in Book/Roll 229, Page 54 as Instrument No. 352512. (Affects Parcel R)
36. Provisions in deed to Chancey D. Croman and Laura Croman, recorded October 24, 1939, in Book/Roll 215, Page 95 as Instrument No. 342866. (Affects Parcel S)
37. Provisions in deed to Chancey D. Croman, recorded December 11, 1939, in Book/Roll 215, Page 463 as Instrument No. 344581. (Affects Parcel T)
38. Provisions in deed to Billings Realty Company, a Montana corporation, recorded May 8, 1935, in Book/Roll 180, Page 156 as Instrument No. 300662. (Affects Parcel U)
39. Provisions in deed to Chancey D. Croman, recorded July 22, 1939, in Book/Roll 214, Page 180 as Instrument No. 340308. (Affects Parcel U)
40. Provisions in deed to Elizabeth Besinque, recorded August 17, 1940, in Book/Roll 229, Page 128 as Instrument No. 352841. (Affects Parcel V)
41. Provisions in deed to James Thorpe, recorded August 19, 1940, in Book/Roll 229, Page 133 as Instrument No. 352868. (Affects Parcel W)
42. Easement granted to The Montana Power Company, recorded August 31, 1999 as Instrument No. 3064293.
43. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded December 14, 2016, as instrument number 3799200, 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).
44. Provisions in deed to Katherine E. Barnard, recorded October 27, 1939, in Book/Roll 215, Page 124 as Instrument No. 343006. (Affects Parcel X)
45. Provisions in deed to Florence M. Blix, recorded January 27, 1940, in Book/Roll 217, Page 56 as Instrument No. 345934. (Affects Parcel Y)
46. Provisions in deed to Stella Fulmer, recorded April 21, 1939, in Book/Roll 210, Page 314 as Instrument No. 337656. (Affects Parcel Z)
47. Easement for storm drain lines granted to The City of Billings, recorded September 7, 2000 under Document #3102093. (Affects Parcels AA, BB, CC, DD, EE, FF, GG and HH)
48. 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, recorded December 23, 1940, as instrument number 356842, 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). (Affects Parcels AA, BB, CC, DD, EE, FF, GG, HH, OO)
49. Easement for storm drain lines granted to The City of Billings, recorded September 7, 2000 under Document #3102094. (Affects Parcels BB and CC)

50. Easement for right of way granted to The City of Billings, recorded February 1, 2001, under Document #3116727. (Affects Parcels AA, BB and CC)
51. Development Agreement upon the terms, conditions and provisions contained therein:
Parties: The City of Billings, Montana; The Sisters of Charity of Leavenworth Health Services Corporation; Montana State University-Billings
Recorded: September 7, 2000, under Document #3102096 (Affects Parcel AA, BB, CC, DD, EE, FF, GG, HH and OO)
52. Easement for iron water pipe line granted to Dave A. Wigodsky and Dena Ruth Wigodsky, recorded July 13, 1950 in Book/Roll 371, Page 328, under Document #465829. (Affects Parcel DD)
53. Rental Agreement upon the terms, conditions and provisions contained therein:
Parties: Sisters of Charity of Lavenworth Health Services Corporation and Midland Empire Professional Building Association
Recorded: September 15, 1982, in Book/Roll 1239, Page 3264, under Document #1240279 (Affects Parcel DD)
54. Easement granted to The Mountain States Telephone and Telegraph Company, a Colorado corporation, recorded June 13, 1988, in Book/Roll 1292, Page 393 as Instrument No. 1397367. (Affects Parcels DD and EE)
55. Easement granted to The Montana Power Company, a corporation, recorded June 13, 1986, in Book/Roll 1292, Page 395 as Instrument No. 1397368. (Affects Parcels DD and EE)
56. Easement granted to The Montana Power Company; Montana Dakota Utilities, a division of MDU Resources Group, Inc; U S West Communications, Inc.; TCI Cablevision of Montana, Inc., recorded March 30, 1995 as Instrument No. 1778248. (Affects Parcels DD and EE)
57. Easement for right of way granted to The City of Billings, a municipal corporation, recorded February 1, 2001 under Document #3116726. (Affects Parcel DD)
58. 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, recorded May 13, 1987, as instrument number 1441157, 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). (Affects Parcel EE)
59. Easement for storm drains, sanitary sewers and/or water lines granted to The City of Billings, a Municipal Corporation, recorded September 7, 2000 under Document #3102095. (Affects Parcel FF)
60. Terms, covenants, conditions and easement contained in Water Deed from Billings Land And Irrigation Company, to The Billings Realty Company, a Montana corporation; recorded March 23, 1904, in Book/Roll D, Page 285. (Affects Parcels II, JJ and KK)
61. Easement for right of way granted to The City of Billings, recorded September 25, 1929 in Book/Roll 149, Page 31, under Document #241814. (Affects Parcels II, JJ and KK)
62. Easement for highway granted to the State of Montana, recorded June 7, 1934 in Book/Roll 173, Page 189, under Document #293114. (Affects Parcel II, JJ and KK)

63. 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, recorded August 9, 1945, as instrument number 403078, 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). (Affects Parcels II, JJ and KK)
64. Unrecorded Contract of sale upon the terms, conditions and provisions contained therein, constructive notice of which was given by Contract for Deed:
Recorded: July 14, 1983, in Book/Roll 1250, Page 569, under Document #1272537
Seller: Edwin G. Osness and Hazel E. Osnell
Buyer: Walton & Frankel, a partnership comprised of William H. Walton and S. Arthur Frankel
Escrowed at: unknown (Affects II and OO)
- Warranty Deed from Walton & Frankel, a partnership comprised of William H. Walton and S. Arthur Frankel to Poly Realty, a Montana General partnership, recorded January 6, 1978, in Book/Roll 1186, Page 769, under Document #1075807.
- Warranty Deed from Poly Realty, a Montana general partnership to Sisters of Charity of Lavenworth, a Health Services Corporation, a not for profit Kansas corporation, recorded July 14, 1983, in Book/Roll 1250, Page 578, under Document #1272539.
- Assignment of Contract for Deed from Poly Realty, a Montana general partnership to Sisters of Charity of Lavenworth, a Health Services Corporation, a not for profit Kansas corporation, recorded November 8, 1983, in Book/Roll 1254, Page 3572, under Document #1286084.
65. Easement for ingress and egress granted to Herman Henrickson, Howard H Henrickson & Robert L Henrickson, co-partners in business under the firm name & style of H.H. Henrickson & Sons, recorded March 4, 1950 in Book 363, Page 142, under Document #460473. (Affects Parcel JJ)
- Various instruments appear of record affecting the interests of the parties to said easement, but neither this Commitment or the forthcoming Policy covers an examination of or insurance as to the effect thereof, or the present ownership, encumbrances on, or condition of said easement.
66. Easement for right of way and easements granted to Howard H Henrickson & Robert L Henrickson, co-partners in business under the firm name & style of H.H. Henrickson & Sons, recorded December 26, 1961 in Book/Roll 734, Page 478, under Document #674955. (Affects Parcel JJ)
67. Provisions in deed to Herman Henrickson, Howard H Henrickson & Robert L Henrickson, co-partners in business under the firm name & style of H.H. Henrickson & Sons, recorded March 4, 1950 in Book 363, page 142, under Document #460473. (Affects Parcel JJ)
68. Easement for ingress and egress of vehicles and otherwise granted to John S. Nicolson and Elizabeth C. Nicolson, recorded August 15, 1950 in Book/Roll 375, Page 356, under Document #467066. (Affects Parcel JJ)
69. Easement for right of way and easements granted to Howard H. Hendrickson and Robert L. Hendrickson, co-partners in business under the firm name and style of H.H. Hendrickson & Sons, recorded December 26, 1961 in Book/Roll 734, Page 478, under Document #674955. (Affects Parcel JJ)
70. Easement for right of way granted to Robert L. Hendrickson, recorded November 15, 1977 in Book/Roll 1178, Page 146, under Document #1070445. (Affects Parcel JJ)
71. Agreement upon the terms, conditions and provisions contained therein:
Parties: John S. Nicholson
Recorded: November 15, 1977, in Book/Roll 1178, Page 149, under Document #1070446 (Affects Parcel JJ)

72. Conditions contained in Resoulution No. 99-17476 recorded August 18, 2000, under Document #3100036. (Affects Parcel MM)
73. Easement for constructing, maintaining and servicing storm drains, sanitary sewers, water lines and matters incidental thereto granted to The City of Billings, a municipal corporation and political subdivision of the State of Montana, recorded September 7, 2000, under Document #3102093. (Affects Parcel MM)
74. Easement for constructing, maintaining and servicing storm drains, sanitary sewers, water lines and matters incidental thereto granted to The City of Billings, a municipal corporation and political subdivision of the State of Montana, recorded September 7, 2000, under Document #3102094. (Affects Parcel MM)
75. Easement for constructing, maintaining and servicing storm drains, sanitary sewers, water lines and matters incidental thereto granted to The City of Billings, a municipal corporation and political subdivision of the State of Montana, recorded September 7, 2000, under Document #3102095. (Affects Parcel MM)
76. Development Agreement upon the terms, conditions and provisions contained therein:
Parties: The City of Billings, Montana, a municipal corporation and Sisters of Charity of Leavenworth Health Services Corporation, a Not For Profit Kansas Corporation and Montana State University-Billings
Recorded: September 7, 2000, under Document #3102096
(Affects Parcel MM)
77. 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, filed May 25, 2007, as Instrument #3424025, 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 ©. (Affects Parcel MM)
78. The effect of Subdivision Improvement Agreement and Waiver filed May 25, 2007, under Document #3424026. (Affects Parcel MM)
79. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded August 16, 1955, as instrument number 547601, 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). (Affects Parcel NN)
80. Agreement upon the terms, conditions and provisions contained therein:
Parties: Sisters of Charity of Leavenworth Health Services Corporation, a not-for-profit Kansas Corporation and Rimrock Foundation, a Montana non-profit corporation
Recorded: December 21, 1981, in Book/Roll 1232, Page 4839, under Document #1216992 (Affects Parcel NN)
81. Mortgage, to secure an original indebtedness of \$1,693,008.83, dated August 13, 2008 and any other amounts and/or obligations secured thereby.
Recorded: November 19, 2008, under Document #3486991
Mortgagor: Rimrock Foundation
Mortgagee: Montana Facility Finance Authority

Re-recorded August 14, 2009, under Document #3520258.

Coverage: Said instrument covers Parcel NN only.

82. Mortgage, to secure an original indebtedness of \$610,000.00, dated August 19, 2009 and any other amounts and/or obligations secured thereby.
Recorded: August 19, 2009, under Document #3520926
Mortgagor: Rimrock Foundation, a Montana non-profit corporation
Mortgagee: Montana Facility Finance Authority

Assigned to First Interstate Bank, by instrument recorded August 19, 2009, 3520928.

Coverage: Said Instrument Covers Parcel NN only.

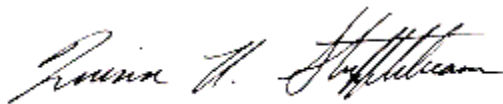
83. Assignment of Rents to secure payment of the indebtedness shown in paragraph 90 herein, and upon the terms and conditions therein.
Recorded: August 19, 2009, under Document #3520927.
Assignor: Rimrock Foundation, a Montana non-profit corporation
Assignee: Montana Facility Finance Authority

Assigned to First Interstate Bank, by instrument recorded August 19, 2009, under Document #3520928.

Coverage: Said Instrument Covers Parcel NN only.


84. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded July 17, 1963, as instrument number 710874, 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). (Affects Parcels OO and PP)

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.



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) |
|-----------|---|

| 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> |
|---------------------------------------|---|

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 | | | | |

EXHIBIT B

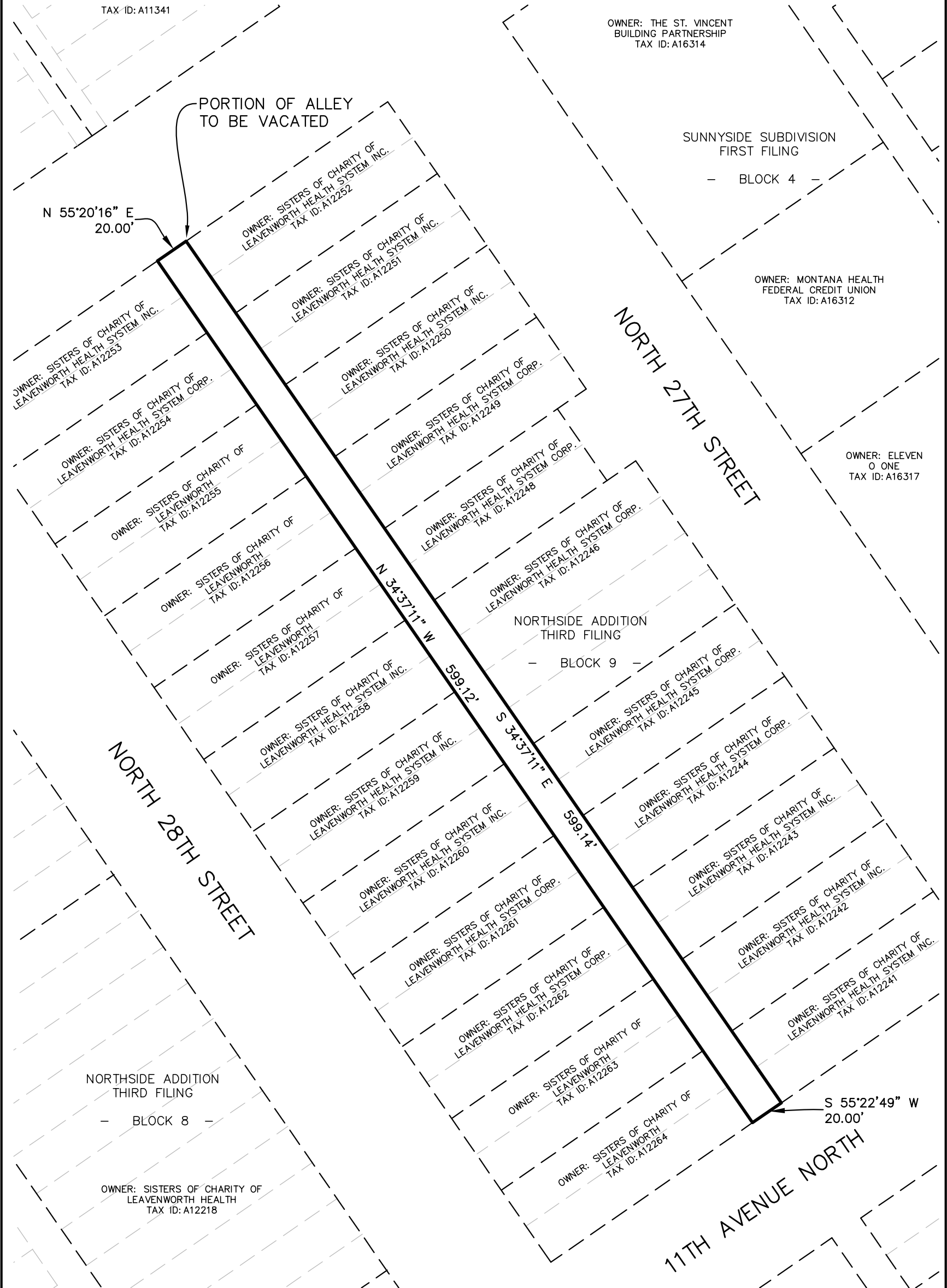
VACATED PORTION OF PUBLIC RIGHT-OF-WAY FOR THE ALLEY LOCATED IN BLOCK 9 OF THE NORTHSIDE ADDITION THIRD FILING

PREPARED FOR : SISTERS OF CHARITY OF LEAVENWORTH

PREPARED BY : **SANDERSON STEWART** 

JUNE, 2022

BILLINGS, MONTANA



TAX ID: A11341

OWNER: THE ST. VINCENT
BUILDING PARTNERSHIP
TAX ID: A16314

PORTION OF ALLEY
TO BE VACATED

SUNNYSIDE SUBDIVISION
FIRST FILING

- BLOCK 4 -

N 55°20'16" E
20.00'

OWNER: MONTANA HEALTH
FEDERAL CREDIT UNION
TAX ID: A16312

NORTH 27TH STREET

OWNER: ELEVEN
O ONE
TAX ID: A16317

OWNER: SISTERS OF CHARITY OF
LEAVENWORTH HEALTH SYSTEM INC.
TAX ID: A12253

OWNER: SISTERS OF CHARITY OF
LEAVENWORTH HEALTH SYSTEM CORP.
TAX ID: A12254

OWNER: SISTERS OF CHARITY OF
LEAVENWORTH
TAX ID: A12255

OWNER: SISTERS OF CHARITY OF
LEAVENWORTH
TAX ID: A12256

OWNER: SISTERS OF CHARITY OF
LEAVENWORTH
TAX ID: A12257

OWNER: SISTERS OF CHARITY OF
LEAVENWORTH HEALTH SYSTEM INC.
TAX ID: A12258

OWNER: SISTERS OF CHARITY OF
LEAVENWORTH HEALTH SYSTEM INC.
TAX ID: A12259

OWNER: SISTERS OF CHARITY OF
LEAVENWORTH HEALTH SYSTEM INC.
TAX ID: A12260

OWNER: SISTERS OF CHARITY OF
LEAVENWORTH HEALTH SYSTEM CORP.
TAX ID: A12261

OWNER: SISTERS OF CHARITY OF
LEAVENWORTH HEALTH SYSTEM CORP.
TAX ID: A12262

OWNER: SISTERS OF CHARITY OF
LEAVENWORTH
TAX ID: A12263

OWNER: SISTERS OF CHARITY OF
LEAVENWORTH
TAX ID: A12264

NORTHSIDE ADDITION
THIRD FILING

- BLOCK 8 -

OWNER: SISTERS OF CHARITY OF
LEAVENWORTH HEALTH
TAX ID: A12218

NORTHSIDE ADDITION
THIRD FILING

- BLOCK 9 -

NORTH 28TH STREET

N 34°37'11" W
599.12'

S 34°37'11" E
599.14'

S 55°22'49" W
20.00'

11TH AVENUE NORTH

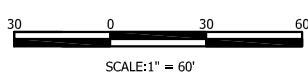


Exhibit D: Montana Dakota Utilities Signature

REQUEST TO VACATE PUBLIC RIGHT-OF-WAY CITY OF BILLINGS

Description of Right-of-Way to be vacated:

The entirety of the alley on NORTHSIDE ADD 3RD FILING, S32, T01 N, R26 E,
BLOCK 9

We, being all the abutting property owners, request of the City Council the vacation of the above described:

Street Alley Other R/W

SIGNATURE

DATE

PROPERTY OWNERSHIP

| | | |
|--|--|--|
| | | |
| | | |

(Additional signatures, if needed, can be on additional sheets.)

WE, the utility companies and governmental departments, listed below, approve, or disapprove this request as noted by our signatures.

| | Approved By/Date | Disapproved By/Date |
|--------------------------|-------------------|---------------------|
| City Public Works | | |
| Heights Water | | |
| Montana Dakota Utilities | <i>MAD 7-1-22</i> | |
| Northwestern Energy | | |
| Charter | | |
| CenturyLink | | |
| City/Co. Planning | | |

Easement will be granted for existing facilities or relocated at owner's expense.
NW
7-1-22

(A letter of explanation may be attached with "See Attached Letter" entered in the appropriate signature slot.)

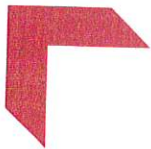
Petitioner's interest in vacating the public right-of-way: _____
The petitioner seeks to vacate the public right of way for the purpose of developing
a replacement facility for the existing hospital.

The petitioner acknowledges and understands that the City will appoint an appraiser to estimate the value of the real property being vacated, and the petitioner agrees that the fee for the appraiser will be borne by the petitioner(s).

ATTACHMENTS:

- Title Report(s)
- Comments from all Utilities
- Map of R/W to be Vacated
- Traffic Accessibility Study (When required by the City)

AN APPLICATION FEE OF \$200 MUST ACCOMPANY THIS PETITION.



July 5, 2022

Mr. Rick Leuthold
Sanderson Stewart
Billings, MT

Dear Mr. Leuthold,

Tim Morton has recently send me this request to vacate a right-of-way in the alley on Block 9 between North 27th, North 28th, 12th Avenue North, and 11th Avenue North. I have reviewed it and will approve with one condition.

NorthWestern Energy has some above ground equipment and some underground electrical lines that are potentially within this alley. NorthWestern Energy will need a new easement to make sure the existing facilities are within an easement. If the existing facilities will need to be relocated entirely out of this right of way, then it will be at the owner's expense.

So with that, I approve of this vacated portion of the public right-of-way for the alley on Block 9 between North 27th, North 28th, 12th Avenue North, and 11th Avenue North with the new easements in place before the right of way is vacated.

Please let me know if you are needing anything else on this request.

Sincerely,

Cody Lux

Construction Superintendent
cody.lux@northwestern.com
O 406-655-2540
C 406-570-8768

Exhibit F: Charter Signature

REQUEST TO VACATE PUBLIC RIGHT-OF-WAY CITY OF BILLINGS

Description of Right-of-Way to be vacated:

The entirety of the alley on NORTHSIDE ADD 3RD FILING, S32, T01 N, R26 E,
BLOCK 9

We, being all the abutting property owners, request of the City Council the vacation of the above described:

Street Alley Other R/W
SIGNATURE DATE PROPERTY OWNERSHIP

(Additional signatures, if needed, can be on additional sheets.)

WE, the utility companies and governmental departments, listed below, approve, or disapprove this request as noted by our signatures.

| | Approved By/Date | Disapproved By/Date |
|--------------------------|------------------|---------------------|
| City Public Works | _____ | _____ |
| Heights Water | _____ | _____ |
| Montana Dakota Utilities | _____ | _____ |
| Northwestern Energy | _____ | _____ |
| Charter | _____ | _____ |
| CenturyLink | _____ | _____ |
| City/Co. Planning | _____ | _____ |

*Signing off for project flow. Existing Charter Fiber is in 11th AVE N. ROW. Request to move will fall on builder owner expense
 July 1. 2 7-1-22*

(A letter of explanation may be attached with "See Attached Letter" entered in the appropriate signature slot.)

Petitioner's interest in vacating the public right-of-way: _____
The petitioner seeks to vacate the public right of way for the purpose of developing a replacement facility for the existing hospital.

The petitioner acknowledges and understands that the City will appoint an appraiser to estimate the value of the real property being vacated, and the petitioner agrees that the fee for the appraiser will be borne by the petitioner(s).

- ATTACHMENTS:**
- _____ Title Report(s)
 - _____ Comments from all Utilities
 - _____ Map of R/W to be Vacated
 - _____ Traffic Accessibility Study (When required by the City)

AN APPLICATION FEE OF \$200 MUST ACCOMPANY THIS PETITION.

July 12, 2022

Mr. Chris Hertz
Public Works Department
2224 Montana Ave
Billings, MT 59101

Reference: Saint Vincent Replacement Hospital
Right-of-Way Vacation Petition Signature for Lumens (CenturyLink)

Dear Mr. Hertz:

Per our discussions earlier today, I am providing this letter regarding the status of the signatures from Lumens on the Right-of-way Vacation Petitions. There are two in question. One is for 12th Avenue North and the other is for the alley in Block 9 lying between 12th Avenue North and 11th Avenue North.

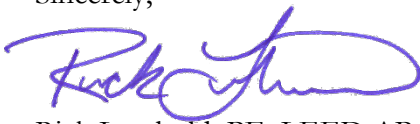
Petitions have been circulated amongst all private utilities as well as the planning department and your department. It is now approaching thirty days since these were originally distributed. All other signatures were obtained, with the exception of Lumens, approximately a week and a half ago.

I have spoken to the local contact on numerous occasions, and it appears that these are held up in corporate legal review with no estimate of when they might be returned. I have made it clear that all we are asking for is an acknowledgement of the vacation of these parcels for the hospital to proceed on their schedule. I fully expect that they would condition their acknowledgement on an alternate easement being issued or their facilities being relocated at the owner's expense. This understanding has been noted by some of the other utilities and I have specifically conveyed this to the representatives of Lumens.

I will continue to stay in contact with Lumens and will also continue to convey the understanding and expectation that we will fully accommodate their existing facilities as we get deeper into schematic and design development on this project.

Thank you for your time and consideration on this matter and please let me know if I can provide any other information for you.

Sincerely,



Rick Leuthold, PE, LEED AP
Chairman/Director of Business Development

Exhibit H: City/County Planning Signature

REQUEST TO VACATE PUBLIC RIGHT-OF-WAY CITY OF BILLINGS

Description of Right-of-Way to be vacated:

The entirety of the alley on NORTHSIDE ADD 3RD FILING, S32, T01 N, R26 E,
BLOCK 9

We, being all the abutting property owners, request of the City Council the vacation of the above described:

Street Alley Other R/W
SIGNATURE DATE PROPERTY OWNERSHIP

(Additional signatures, if needed, can be on additional sheets.)

WE, the utility companies and governmental departments, listed below, approve, or disapprove this request as noted by our signatures.

| | Approved By/Date | Disapproved By/Date |
|--------------------------|------------------|---------------------|
| City Public Works | _____ | _____ |
| Heights Water | _____ | _____ |
| Montana Dakota Utilities | _____ | _____ |
| Northwestern Energy | _____ | _____ |
| Charter | _____ | _____ |
| CenturyLink | _____ | _____ |
| City/Co. Planning | _____ | _____ |

Digitally signed by Monica Flecker, AICP,
 Planning Division Manager
 Office of Business and Development
 City of Billings, Yellowstone County,
 Billings Planning Division, 01/17/2012
 Monica Flecker, AICP, Planning Division Manager
 Date: 2012.01.30 09:45:18 -0500

(A letter of explanation may be attached with "See Attached Letter" entered in the appropriate signature slot.)

Petitioner's interest in vacating the public right-of-way: _____
 The petitioner seeks to vacate the public right of way for the purpose of developing
 a replacement facility for the existing hospital.

The petitioner acknowledges and understands that the City will appoint an appraiser to estimate the value of the real property being vacated, and the petitioner agrees that the fee for the appraiser will be borne by the petitioner(s).

- ATTACHMENTS:**
- _____ Title Report(s)
 - _____ Comments from all Utilities
 - _____ Map of R/W to be Vacated
 - _____ Traffic Accessibility Study (When required by the City)

AN APPLICATION FEE OF \$200 MUST ACCOMPANY THIS PETITION.