

November 17, 2020

Mr. Colin Phelps  
Christensen & Prezeau  
314 N. Last Chance Gulch  
Suite 300  
Helena, MT. 59601  
colin@cplawmt.com

Mr. Phelps

As you are aware the Corporate Annual meeting for the Missouri River and Eagle Canyon Ranches Landowner Corporation was held on September 19<sup>th</sup>, 2020.

You were in attendance at the meeting. You indicated during the meeting that a Conflict of Interest Agreement existed between Mr. Mark Pieloch a Board of Directors member for the Missouri River and Eagle Canyon Ranches Landowner Corporation who is personally represented by Ms. Cherche Prezeau an attorney with the Christensen & Prezeau law firm as are you, and the Missouri River and Eagle Canyon Ranches Landowner Corporation which you represent. You confirmed your representation of the Missouri River and Eagle Canyon Ranches Landowner Corporation through your statements at the annual meeting indicating “the Corporate Entity is my client” [1], and “legally the Corporation is my client”[2].

It is stated in the Missouri River and Eagle Canyon Ranches Landowner Corporation Board Meeting Minutes dated 11/13/2019 that a representation agreement was signed with Christensen & Prezeau by Mr. Dennis Greany “as well as a conflict of interest agreement regarding the representation of Mark Pieloch (individually)”. (See attached Exhibit (A))

Since you are representing the Corporate Entity and the Corporation, and since we are a member of the Corporation and in accordance with MCA §35-2-906 and §35-2-907, we in good faith and with proper purpose demand to inspect and copy the Conflict of Interest of Agreement and the “representation agreement” at a location specified by the Corporation no later than November 30<sup>th</sup>, 2020, to determine Corporate and Individual legal representation since the afore mentioned documents are connected with this purpose. (MCA §35-2-907 Subsection (3) . (See attached Exhibit (B) (C) .

If you wish to send a copy of the Conflict of Interest of Agreement and the “representation agreement” by deliverable mail (usps) that would also be acceptable.

Your expeditious reply to our request would be appreciated.

Thank You

Russ and Linda Greaves



cc: Board of Directors  
Missouri River and Eagle Canyon Ranches Landowner Corporation  
PO BOX 162  
Cascade, MT. 59421-0162  
mr\_ecrc@yahoo.com

[1] Corporation; a group of persons who are deemed in law to be a single legal entity.

[2] The corporate entity is legally distinct from its members; it has legal personality and can hold property, sue and be sued in its own name as if it were a natural person.

Missouri River & Eagle Canyon Landowners Corporation  
BOARD MEETING MINUTES  
11/13/2019



**I. Call Meeting to order**  
**18:03 (6:03pm)**

**II. Members Present:**

Mark Pieloch, Dennis Greany, Don Woody, David Brandt  
and Rebecca Panitzke

**III. Existence of a Quorum**

(3 Board members) Yes

**IV. Approval of last meeting minutes**

Note: The last meeting was recorded by Marie Crittenden, no minutes were provided. Approved the substance of the meeting events.

Motion to approve last meeting minutes substance;

1A) Who made the motion; Dennis

1B) Who second the Motion; Mark

1C) Who voted for the Motion; Rebecca, Dennis, mark, Don, David

1D) Who voted against the Motion; None

1E) Motion Passed or Failed? Passed

**V. Old business needing resolution:**

- a) Current status of Quickbooks setup.
- b) Corporate filing with SOS.
- c) Corporate change with IRS (TIN)
- d) Finalized copies of bylaws and covenants.
- e) Legal representation of the corporation.
- f) Dennis signed a representation
- g) Summary of Discussion;

Dennis signed a representation agreement with Christensen & Prezeau, as well as a conflict of interest agreement regarding the representation of Mark Pieloch (individually).

Although Mr Pieloch has graciously volunteered to cover the initial legal fees for the corporation, the board needs to develop a strategy that will set the corporation on the path to covering its own legal fees.

**h) Questions still outstanding:**

- 1. Does the board have the authority to change bylaws, or make recommendations to the landowners for a full vote by membership?
- 2. Does the board have the authority to change covenants, or make recommendations to the landowners for a full vote by membership?
- 3) Is the board restricted to enforcement of the current covenants?



- 4) Are the board's actions restricted by the current bylaws?
- 5) Who should be named principles on the SOS filing? Wade, Jim Lane and the JB trust should be removed.
- 6) Who will the LOC use as a service agent?

**V. Current Business** Future business issues:

- 1) Future business issues.
  - a) Covenant enforcement.
  - b) Who?
  - c) How?
  - d) When?
  - e) Who?
- 2) Road priorities. A road committee was established at the last board meeting, consisting of Wade Crittenden, Jim Panitzke and Richard Kollar. It is recommended that the board defer addressing road priorities until after the road committee provides its report and recommendations.
- 3) Dues assessment. Does the board have the authority to change dues or must this be voted on by the entire membership. Can a special assessment be levied?.
- 4) Issue of Landowners not using toads and wanting to be exempt from dues.
- 5) Summary of discussion;  
All landowners, either class B or class A, purchased their land knowing it was a part of the community. The Bi-Laws will have to be legally researched for proper handling of this issue and will be discussed at a later meeting. Roads will be assessed so repairs can be started as soon as possible.
- 6) Motion to approve going forward;
  - 1A) Who made the motion; Dennis
  - 1B) Who second the Motion; Mark
  - 1C) Who voted for the Motion; Rebecca, Dennis, mark, Don, David
  - 1D) Who voted against the Motion; None
  - 1E) Motion Passed or Failed? Passed

**VI. Any old business or ideas for next meeting**

Beka; No  
Mark; No  
Dennis; No  
Don; No  
David; No

**Adjourn the meeting**  
**19:36 (7:36pm)**





# Montana Code Annotated 2019

## TITLE 35. CORPORATIONS, PARTNERSHIPS, AND ASSOCIATIONS

### CHAPTER 2. NONPROFIT CORPORATIONS

#### Part 9. Annual Report -- Corporate Records

## Corporate Records

35-2-906. Corporate records. (1) A corporation shall keep as permanent records minutes of all meetings of its members and board of directors, a record of all actions taken by the members or directors without a meeting, and a record of all actions taken by committees of the board of directors as authorized by [35-2-433\(4\)](#).

- (2) A corporation shall maintain appropriate accounting records.
- (3) A corporation or its agent shall maintain a record of its members in a form that permits preparation of a list of the names and addresses of all members, in alphabetical order by class, showing the number of votes each member is entitled to cast.
- (4) A corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
- (5) A corporation shall keep a copy of the following records at its principal office or a location from which the records may be recovered within 2 business days:
  - (a) its articles or restated articles of incorporation and all amendments to them currently in effect;
  - (b) its bylaws or restated bylaws and all amendments to them currently in effect;
  - (c) resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members;
  - (d) the minutes of all meetings of members and the records of all actions approved by the members for the past 3 years;
  - (e) the financial statements available to members for the past 3 years under [35-2-911](#);
  - (f) a list of the names and business or home addresses of its current directors and officers; and
  - (g) its most recent annual report delivered to the secretary of state under [35-2-904](#).

History: En. Sec. 161, Ch. 411, L. 1991; amd. Sec. 57, Ch. 10, L. 1993.

# Montana Code Annotated 2019

## TITLE 35. CORPORATIONS, PARTNERSHIPS, AND ASSOCIATIONS

### CHAPTER 2. NONPROFIT CORPORATIONS

#### Part 9. Annual Report -- Corporate Records

## Inspection Of Records By Members

35-2-907. **Inspection of records by members.** (1) Subject to [35-2-908](#)(3) and subsection (5) of this section, a member is entitled to inspect and copy, at a reasonable time and location specified by the corporation, any of the records of the corporation described in [35-2-906](#)(5) if the member gives the corporation written notice or a written demand at least 5 business days before the date on which the member wishes to inspect and copy.

(2) Subject to subsection (5), a member is entitled to inspect and copy, at a reasonable time and reasonable location specified by the corporation, any of the following records of the corporation if the member meets the requirements of subsection (3) and gives the corporation written notice at least 5 business days before the date on which the member wishes to inspect and copy:

- (a) excerpts from any records required to be maintained under [35-2-906](#)(1), to the extent not subject to inspection under subsection (1);
- (b) accounting records of the corporation; and
- (c) subject to [35-2-910](#), the membership list.

(3) A member may inspect and copy the records identified in subsection (2) only if:

- (a) the member's demand is made in good faith and for a proper purpose;
- (b) the member describes with reasonable particularity the purpose and the records the member desires to inspect; and
- (c) the records are directly connected with this purpose.

(4) This section does not affect:


- (a) the right of a member to inspect records under [35-2-535](#) or, if the member is in litigation with the corporation, to the same extent as any other litigant; or
- (b) the power of a court, independent of this chapter, to compel the production of corporate records for examination.

(5) The articles or bylaws of a religious corporation may limit or abolish the right of a member under this section to inspect and copy any corporate record.

November 23, 2020

RE: C&P 3068-3

Missouri River and Eagle Canyon Ranches Landowners Corporation

Russ and Linda Greaves  


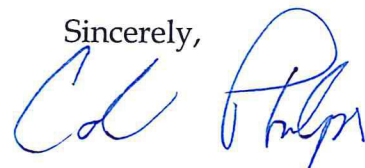
Dear Mr. and Mrs. Greaves,

This letter is in response to your letter dated November 17, 2020, in which you request I provide you with certain documents held by the Missouri River and Eagle Canyon Ranches Landowners Corporation (Corporation).

I am legally and ethically prohibited from providing you with the requested documents since the documents are protected by the attorney-client privilege. Pursuant to § 35-2-907, MCA, your request must be made to the Corporation.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Colin Phelps

cc: Board of Directors



**Missouri River Ranches/Eagle Canyon Ranches  
Landowners Corporation**

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PO Box 162  
Cascade, Montana 59421-0162

November 24, 2020

Linda Greaves



Dear Linda,

Enclosed are the documents you requested.

Sincerely,

**MRR/ERCLOC**

A handwritten signature in black ink, appearing to read 'Dennis W Greany'.

Dennis W Greany  
President/Chairman of the Board

**Board Members**

Richard Kollars  
Dennis Greany  
Roy McFarlane  
Mark Pieloch  
Mark Belew



## NOTICE AND WAIVER OF CONFLICT OF INTEREST

Christensen & Prezeau, PLLP, currently provides legal representation to Mark Pieloch, individually, with regard to property-related issues. In the past, such representation has been adverse to Missouri River Ranch (MRR) Landowner Corporation and Eagle Canyon Ranch (ECR) Landowner Corporation. More recently, Mr. Pieloch has joined the Board of Directors of the newly-formed Missouri River and Eagle Canyon Ranches Landowners Corporation (MRECRLC). Mr. Pieloch has dismissed his pending legal claims against MRR and ECR and his interests appear aligned with MRECRLC. Accordingly, there does not currently appear to be a conflict of interest between Mr. Pieloch and MRECRLC.

This firm's proposed representation of MRECRLC is expected to consist of providing legal advice to the corporation regarding its rights and duties with regard to management of the MRR and ECR subdivisions. The firm also will continue to provide legal representation to Mr. Pieloch with regard to unrelated legal matters. In the event a conflict of interest arises with regard to this dual representation, our firm will withdraw from representation of both parties with regard to the conflict and will decline to provide legal advice to either party. By way of example, potential conflicts could include the following scenarios:

1. MRECRLC seeks legal advice or representation with regard to actions by certain landowners, including Mark Pieloch, or against Mark Pieloch personally;
2. Mr. Pieloch seeks legal advice or representation regarding actions taken or threatened to be taken by MRECRLC;
3. Mr. Pieloch seeks legal advice or representation regarding a matter adverse to the interests of MRECRLC.

While we do not anticipate the emergence of a conflict of interest between Mark Pieloch and MRECRLC, we require that both parties evaluate the potential for such a conflict and expressly consent to our representation of both parties. We ask that you carefully consider this issue. Neither party is under any obligation to agree to joint representation. If either party has any doubts about agreeing to joint representation, that party should obtain independent counsel to ensure that its interests are independently represented.

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After carefully considering all possible present and future conflicts of interest, and having been fully informed of the potential for negative or adverse consequences arising from this joint representation, the undersigned consents to Christensen & Prezeau, PLLP's representation of MRECRLC and Mark Pieloch, individually. The undersigned understands that at any time he/she/they may choose to retain private independent counsel in connection with this matter. Similarly, the unsigned understands that if Christensen & Prezeau, PLLP, determines that continued joint representation represents a conflict of interest, the firm must withdraw its representation of both parties.



Mark Pieloch, personally

10-31-2019

Date

October 31, 2019

SUBJECT: C&P 3068-3

MISSOURI RIVER & EAGLE CANYON RANCHES LANDOWNERS CORPORATION

Missouri River & Eagle Canyon Ranches Landowners Corporation  
Board of Directors

By email: [dbrandt206@gmail.com](mailto:dbrandt206@gmail.com)  
[dennis@safetracsolutions.com](mailto:dennis@safetracsolutions.com)  
[mpieloch@petflavors.com](mailto:mpieloch@petflavors.com)  
[chatlover2016@yahoo.com](mailto:chatlover2016@yahoo.com)  
[woody-enterprises@hotmail.com](mailto:woody-enterprises@hotmail.com)

Dear Board of Directors:

This letter will confirm that you have retained Christensen & Prezeau, PLLP ("C&P Law") to provide legal advice to Missouri River & Eagle Canyon Ranches Landowners Corporation ("MRECRLC").

As you know, this firm also provides legal representation to board member Mark Pieloch personally with regard to property-related issues. I have discussed this matter with Mr. Pieloch and he does not believe that there is any conflict of interest or other circumstances that would adversely impact the firm's representation of both MRECRLC and him. In order to avoid the appearance of impropriety, however, it is important that everyone understand and agree that C&P Law will be providing legal representation to both parties. In addition, it is important for both parties to consent to legal representation under these circumstances.

Please note that though no conflict of interest exists at this time, it is possible that a conflict could develop based upon information that is not known at this time. In that event, C&P Law will immediately notify both MRECRLC and Mr. Pieloch that a conflict has developed and instruct each party to obtain separate legal counsel. I have attached a separate *Notice and Waiver of Conflict of Interest Form* and ask that you review it carefully and return a signed copy to me before we proceed with legal representation of MRECRLC.

If you consent to legal representation under these terms, C&P Law will provide legal services reasonably required to represent MRECRLC and will take reasonable steps to inform MRECRLC of progress and respond to MRECRLC's inquiries. MRECRLC will be truthful with C&P Law,

MRECRLC Board of Directors

October 31, 2019

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cooperate with C&P Law, keep C&P Law informed of developments, advise C&P Law of any changes in contact information, and pay for legal fees in a timely manner, in accordance with the terms set forth in this letter.

C&P Law will charge MRECRLC for legal services at the following rates: Firm Partner -- \$225.00/hour; Associate Attorney -- \$185.00/hour; Paralegal -- \$85.00/hour. C&P Law bills its time in twentieth of an hour increments, which will be reflected in a monthly billing statement. MRECRLC also will be charged for all expenses incurred by C&P Law during its representation. These expenses may include, but are not limited to, copying charges (\$0.10 per page), consultants' fees, parking, and mileage (billed at the federal mileage reimbursement rate). MRECRLC will be responsible for direct payment of any costs in excess of \$500.


C&P Law shall send MRECRLC monthly billing statements for costs and fees incurred. MRECRLC shall pay C&P Law's statements within fourteen (14) days after each statement's date. Statements that are not paid within thirty (30) days after receipt will accrue interest on the unpaid balance at the rate of 1.5% per month. I have been advised that billing for MRECRLC should be sent to Mark Pieloch for payment; however, I request that you notify me immediately if that arrangement changes in any way.

Please note that MRECRLC may discharge C&P Law at any time. C&P Law may withdraw its services with MRECRLC's consent or for good cause. Good cause includes MRECRLC's breach of the terms of this Agreement, refusal to cooperate with C&P Law or to follow C&P Law's advice on a material matter, or any other fact or circumstance that would render C&P Law's continuing representation unlawful or unethical.

I am sending this letter electronically. Please print and sign the letter and return a signed copy to me by email or mail. Please retain a signed copy of the letter for your files.

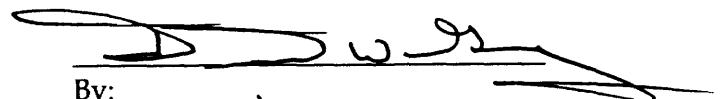
Please do not hesitate to contact me if you have any questions.

Best regards,

  
Cherche Prezeau

I, Dennis W Greasy for Missouri River & Eagle Canyon Ranches Landowners Corporation, consent to the representation by Christensen & Prezeau, PLLP, on the terms and conditions set forth above.

Dated this 4<sup>th</sup> day of November, 2019.

  
By: \_\_\_\_\_  
Its: President

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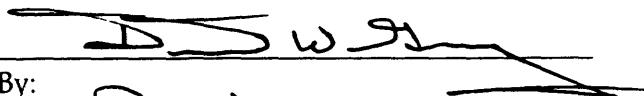
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Missouri River and Eagle Canyon  
Ranches Landowners Corporation

By:   
Its: President

11/4/2019  
Date