



1006 West Sussex/PO Box 549 (59806), Missoula, MT 59801
Phone (406)829-2540 | Fax (406)829-2570

Escrow Officer: Escrow Team - missoulamtdocs@fste.com
Title Officer: TR Harding - tr.harding@fste.com

Note Issuing Agent Name Change: Flying S Title and Escrow of Montana, Inc., formerly known as First American Title Company

Commitment No. 1073794

RE: Property Address: NHN Mary Jane Boulevard, Missoula, MT 59808

Sterling CRE Advisors
2829 Great Northern Loop Ste 200
Missoula, MT 59808
Attention: Matt Mellott

ENCLOSED please find the following:

- Title Commitment
-

WARNING- WIRE FRAUD ADVISORY

Wire fraud continues to be a serious and prevalent issue in real estate transactions. Email hackers and criminals have become sophisticated and well-versed in targeting email accounts and impersonating participants in a transaction. If you have an escrow or closing transaction with us and receive an email containing Wire Transfer Instructions, **DO NOT RESPOND TO THE EMAIL! DO NOT RELY** on the email for contact information, and pay close attention to variations of email domain names.

BEFORE WIRING, any funds **CALL** your Escrow Officer to verify wire instructions using the previously known contact information and **NOT** information provided in the email.

Note: Our company policy is to send secure wire instructions directly to the party wiring funds.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, and other government ID numbers);
- financial account information; (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (or IP) address or operating system;
- Browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates or others; and
- information we receive from consumer reporting agencies and/or government entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, trouble shooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A Cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such a disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choice With Your Information**" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in the compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



Fidelity National Title Insurance Company

Form 27C276B26

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

FIDELITY NATIONAL TITLE INSURANCE COMPANY NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, **Fidelity National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

ATTEST

President

Secretary

**Issued through the office of:
Flying S Title and Escrow of
Montana, Inc.
1006 West Sussex/PO Box 549
(59806) Missoula, MT 59801
(406)829-2540**

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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ALTA Commitment for Title Insurance

Issued By

Fidelity National Title Insurance Company

Note Issuing Agent Name Change: Flying S Title and Escrow of Montana, Inc., formerly known as First American Title Company

Transaction Identification Data for reference only:

Issuing Agent and Office: Flying S Title and Escrow of Montana, Inc., 1006 West Sussex/PO Box 549 (59806), Missoula, MT 59801 (406)829-2540

Issuing Office's ALTA ® Registry ID: 0001770

Loan ID No.:

Issuing Office Commitment/File No.: 1073794-M

Property Address: NHN Mary Jane Boulevard, Missoula, MT 59808

Revision No.:

SCHEDULE A

1. Commitment Date: **November 16, 2022 at 7:30 A.M.**
2. Policy (or Policies) to be issued: Premium Amount reflects applicable reissue rate
 - (a) ☒ 2006 ALTA ® Extended Owner's Policy
 Proposed Insured: **Miramonte Holdings, LLC, an Arizona limited liability company**
 Proposed Policy Amount: **\$4,200,000.00** Premium Amount **\$ 10,028.75**
 Endorsements: \$
 - (b) ☐ 2006 ALTA ® Loan Policy
 Proposed Insured:
 Proposed Policy Amount: \$ Premium Amount \$
 Endorsements: \$
 - (c) ☐ ALTA ® Policy
 Proposed Insured:
 Proposed Policy Amount: \$ Premium Amount \$
 Endorsements: \$
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:
HEH, LLC, a Montana limited liability company

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5. The Land is described as follows:

**Tracts 2 and 5 of Certificate of Survey No. 6817, located in the NW¼ of Section 18,
Township 13 North, Range 19 West, P.M.M., Missoula County, Montana.**



By:

Authorized Countersignature
(This Schedule A valid only when Schedule B is attached.)

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ALTA Commitment for Title Insurance

Issued By

Fidelity National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. We are in possession of the entity documentation for HEH, LLC. We require copies of any amendments and/or supplements, should they exist.
7. We require a copy of the articles of organization, operating agreement and resolutions, and any amendments showing the power and authority of the party or parties who plan to execute the forthcoming conveyance or mortgage on behalf of Miramonte Holdings Limited Liability Company.
8. The policy liability contemplated by this transaction exceeds our local limit. Underwriter approval must be obtained from the Home Office or Regional Office prior to closing. Please contact the title officer in advance of the closing date to discuss the specifics of the proposed transaction, including identity of proposed insureds, endorsement requirements, and exceptions which are to be eliminated.
9. We will require a urban 2016 ALTA/NSPS Land Title Survey with optional items 1;6(a,b);7(all);8;9;11;16;18;19 listed in "Table A Optional Survey Responsibilities and Specifications".

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ALTA Commitment for Title Insurance

Issued By

Fidelity National Title Insurance Company

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch or ditch rights, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.

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8. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Missoula to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Missoula County.
9. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
10. 2022 taxes and special assessments.

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
2022	\$3,332.88 Due	\$3,332.87 Payable	3582405	Tract 2
2022	\$1,094.06 Due	\$1,094.04 Payable	421187003	Tract 5

11. Special Improvement District No. 474
For: Sewer
1st Half Amount: \$1,843.92, Due
2nd Half Amount: \$1,843.92, Payable
Until: 2023

(Included within General County Taxes)
(As to Tax ID No. 3582405)

12. Easement recorded in Book 224 of Deeds at Ppage 130.
13. Terms, conditions and provisions contained in two resolutions relating to the Johnson-Bell Field Influence Area recorded in Book 121 of Micro Records at Page 1319 and Book 135 of Micro Records at Page 474.

Notice of Airport Influence Area Boundaries recorded in Book 750 of Micro Records at Page 919.

14. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Certificate of Survey(s) No. 5023 & 6817, 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 restriction violate 42 USC 3604 (c).
15. Easement recorded in Book 147 of Micro Records at Page 1447.
16. Easement recorded in Book 147 of Micro Records at Page 1449.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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17. Provisions contained in Resolution Number 6465, recorded January 3, 2002 in Book 674 of Micro Records at Page 605.
18. Provisions contained in Resolution Number 6480, recorded February 19, 2002 in Book 677 of Micro Records at Page 581.
19. Easement recorded in Book 699 of Micro Records at Page 1433.
20. Development Agreement upon the terms, conditions and provisions contained therein:
Parties: HEH, LLC and Flynn Family Limited Partnership, Resource Research LTD and City of Missoula
Recorded: December 3, 2019, Book 1022 of Micro Records at Page 758
21. Easement recorded in Book 1026 of Micro Records at Page 894.
22. Easement recorded in Book 1026 of Micro Records at Page 895.
23. Notice of Special Development Fees recorded May 4, 2022 in Book 1075 of Micro Records at Page 364.
(as to Tract 5)
24. Notice of Special Development Fees recorded May 4, 2022 in Book 1075 of Micro Records at Page 366.
(as to Tract 2)
25. Montana Trust Indenture, to secure an original indebtedness of \$1,347,990.33, dated July 8, 2021 and any other amounts and/or obligations secured thereby
Recorded: July 12, 2021, Book 1059 of Micro Records at Page 57
Grantor: HEH, LLC
Trustee: Alan F. McCormick
Beneficiary: Flynn Family Limited Partnership

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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File No. 1073794-M	Page 9 of 10	ALTA Commitment for Title Insurance (8-1-16)
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INFORMATIONAL NOTES

- A. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company may not be able to close and insure a transaction involving Land that is associated with these activities.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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CERTIFICATE OF SURVEY

LEGAL DESCRIPTION: PERMETER

A TRACT OF LAND BEING A PORTION OF TRACT 2 OF CERTIFICATE OF SURVEY NO. 5023, ON FILE AND OF PUBLIC RECORD IN MISSOULA COUNTY, MONTANA, LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 18 WEST, PRINCIPAL MERIDIAN, MONTANA; WHICH CAN BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTLY CORNER OF HELLGATE VILLAGE SUBDIVISION, A RECORDED SUBDIVISION OF MISSOULA COUNTY, MONTANA; THENCE S03°38'09"W ALONG THE WESTERLY LINE OF HELLGATE MEADOWS, PHASE 3, A RECORDED SUBDIVISION OF MISSOULA COUNTY, MONTANA, 588.13 FEET TO THE SOUTHWESTERLY CORNER OF SAID HELLGATE MEADOWS, PHASE 3; THENCE SOUTHERLY AND NORTHWESTERLY ALONG THE EASTERLY AND SOUTHERLY LINES OF TRACT 2 OF SAID CERTIFICATE OF SURVEY NO. 5023 THE FOLLOWING TWO (2) COURSES: 1) S03°27'52"W, 941.28 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1162.87 FEET; A RADIAL LINE TO LAST SAID POINT BEARS S14°18'37"W, LAST SAID POINT ALSO BEING ON THE CENTERLINE OF MULLAN ROAD; 2) NORTHEASTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 123°04'41" AND A LENGTH OF 253.77 FEET TO A POINT ON A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 822.32 FEET; THENCE NORTHEASTERLY ALONG SAID TANGENT CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 2°31'53", AN ARC LENGTH OF 352.59 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID TRACT 2; SAID POINT ALSO BEING ON THE CENTERLINE OF FLYNN LANE; THENCE NORTHEAST, WESTERLY AND SOUTHERLY ALONG SAID SOUTHERLY PROLONGATION AND THE WESTERLY AND NORTHERLY LINES OF SAID TRACT 2 THE FOLLOWING TEN (10) COURSES: 1) N03°35'40"E, 49.98 FEET; 2) N03°35'40"E, 99.98 FEET; 3) S88°33'22"E, 307.07 FEET; 4) N03°13'27"E, 114.33 FEET; 5) N70°44'37"W, 118.44 FEET; 6) N86°44'02"W, 162.07 FEET; 7) N03°35'40"E, 1086.38 FEET; 8) S88°30'10"E, 30.27 FEET; 9) S03°17'09"W, 359.77 FEET; 10) S88°30'10"E, 1295.17 FEET TO THE POINT OF BEGINNING, CONTAINING 49.98 ACRES, MORE OR LESS, BEING SURVEYED AND MONUMENTED ACCORDING TO THIS CERTIFICATE OF SURVEY.

LEGAL DESCRIPTION: TRACT 1

TRACT 1 OF THIS CERTIFICATE OF SURVEY LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 18 WEST, PRINCIPAL MERIDIAN, MONTANA; CONTAINING 6.04 ACRES, MORE OR LESS, BEING SURVEYED AND MONUMENTED ACCORDING TO THIS CERTIFICATE OF SURVEY.

LEGAL DESCRIPTION: TRACT 2

TRACT 2 OF THIS CERTIFICATE OF SURVEY LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 18 WEST, PRINCIPAL MERIDIAN, MONTANA; CONTAINING 10.89 ACRES, MORE OR LESS, BEING SURVEYED AND MONUMENTED ACCORDING TO THIS CERTIFICATE OF SURVEY.

LEGAL DESCRIPTION: TRACT 3

TRACT 3 OF THIS CERTIFICATE OF SURVEY LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 18 WEST, PRINCIPAL MERIDIAN, MONTANA; CONTAINING 18.10 ACRES, MORE OR LESS, BEING SURVEYED AND MONUMENTED ACCORDING TO THIS CERTIFICATE OF SURVEY.

LEGAL DESCRIPTION: TRACT 4

TRACT 4 OF THIS CERTIFICATE OF SURVEY LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 18 WEST, PRINCIPAL MERIDIAN, MONTANA; CONTAINING 8.00 ACRES, MORE OR LESS, BEING SURVEYED AND MONUMENTED ACCORDING TO THIS CERTIFICATE OF SURVEY.

LEGAL DESCRIPTION: TRACT 5

TRACT 5 OF THIS CERTIFICATE OF SURVEY LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 18 WEST, PRINCIPAL MERIDIAN, MONTANA; CONTAINING 5.85 ACRES, MORE OR LESS, BEING SURVEYED AND MONUMENTED ACCORDING TO THIS CERTIFICATE OF SURVEY.

LEGAL DESCRIPTION: TRACT 6

TRACT 6 OF THIS CERTIFICATE OF SURVEY LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 18 WEST, PRINCIPAL MERIDIAN, MONTANA; CONTAINING 1.08 ACRES, MORE OR LESS, BEING SURVEYED AND MONUMENTED ACCORDING TO THIS CERTIFICATE OF SURVEY.

LEGEND

- SET 5/8" IN. V. 24 IN. BEAR WITH 1/4 IN. YELLOW PLASTIC CAP (WGM GROUP JAD 19133LS)
- FOUND 1 1/4 IN. YELLOW PLASTIC CAP (WGM GROUP JAD 19133LS)
- FOUND 1 1/4 IN. YELLOW PLASTIC CAP (WGM GROUP JAD 14519LS)
- FOUND 1 1/4 IN. YELLOW PLASTIC CAP (WGM GROUP JAD 14519LS)
- FOUND 1 1/2 IN. ALUMINUM CAP (MED 2518 S)
- FOUND STONE
- ANGLE POINT, NOT MONUMENTED
- RM REFERENCE MONUMENT
- COS CERTIFICATE OF SURVEY
- (N/S) NOT TO SCALE
- (G) GROSS ACREAGE
- (N) NET ACREAGE
- PAUE PUBLIC ACCESS AND UTILITY EASEMENT
- R1 RECORD AND FOUND DATA PER HELLGATE VILLAGE SUBDIVISION
- R2 RECORD DATA PER CERTIFICATE OF SURVEY NO. 5023
- R3 RECORD DATA PER HELLGATE MEADOWS, PHASE 3
- FD FOUND DATA

NOTE:
ALL BEARINGS, DISTANCES, AND CURVE DATA SHOWN ARE FOUND OR SET, UNLESS OTHERWISE NOTED.

CERTIFICATE OF OWNER*****

THE UNDERSIGNED HEREBY CERTIFY THAT THE PURPOSE OF THIS SURVEY IS TO CREATE TRACT 1 AND TRACT 6 FOR RIGHT-OF-WAY; THEREFORE, THIS SURVEY IS EXEMPT FROM REVIEW AS A SUBDIVISION PURSUANT TO 76-3-201(1)(b) M.C.A. TO-WIT: IS CREATED FOR RIGHT-OF-WAY OR UTILITY SITES. A SUBSEQUENT TO CHANGES IN THE USE OF THE LAND TO A RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL USE IS SUBJECT TO THE REQUIREMENTS OF THIS CHAPTER.

FURTHERMORE, THIS SURVEY IS EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO SECTION 76-4-125(1)(a) M.C.A. TO-WIT: THE EXCLUSION DATED IN 76-3-201.

FLYNN FAMILY LIMITED PARTNERSHIP, A MONTANA LIMITED PARTNERSHIP

BY: FLYNN MANAGEMENT CORP., A MONTANA CORPORATION
ITS: GENERAL PARTNER

BY: Alan F. McCormick
ALAN F. MCCORMICK, ITS ATTORNEY-IN-FACT

ACKNOWLEDGEMENT*****

STATE OF Montana
COUNTY OF Missoula
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 12th DAY OF May, 2021, BY ALAN F. MCCORMICK, ATTORNEY-IN-FACT FOR THE FLYNN MANAGEMENT CORP., A MONTANA CORPORATION, GENERAL PARTNER FOR THE FLYNN FAMILY LIMITED PARTNERSHIP, A MONTANA LIMITED PARTNERSHIP.

SS: Trena Platt
Trena Platt
PRINTED NAME



CERTIFICATE OF SURVEYOR*****

I, JEFFREY A. DUNCAN, PROFESSIONAL LAND SURVEYOR, MONTANA LICENSE NO. 19133LS, HEREBY CERTIFY THAT THIS CERTIFICATE OF SURVEY IS A TRUE REPRESENTATION OF A SURVEY PERFORMED UNDER MY SUPERVISION AND WAS COMPLETED ON THE DATE SHOWN HEREON.

Jeffrey A. Duncan 5/17/2021
JEFFREY A. DUNCAN, P.L.S.
MONTANA LICENSE NO. 19133LS
FOR WGM GROUP INC.



SURVEYOR'S NOTES:

- 1) THIS CERTIFICATE OF SURVEY DOES NOT PURPORT TO SHOW ALL ENCUMBRANCE OR APPURTENANT EASEMENTS FOR THE REAL PROPERTY SURVEYED HEREON.
- 2) TRACT 1 OF THIS SURVEY IS GRANTED IN FEE FROM THE FLYNN FAMILY LIMITED PARTNERSHIP TO THE CITY OF MISSOULA FOR A DEED RECORDED CONTEMPORANEOUSLY WITH THIS CERTIFICATE OF SURVEY. THE PUBLIC ACCESS AND UTILITY EASEMENTS ARE GRANTED IN SAID DEED. TRACT 6 OF THIS SURVEY IS GRANTED IN FEE TO THE MONTANA DEPARTMENT OF TRANSPORTATION VIA A DEED ALSO RECORDED CONTEMPORANEOUSLY WITH THIS CERTIFICATE OF SURVEY.

PURPOSE OF SURVEY

AS TO TRACT 1 AND TRACT 6, THIS SURVEY IS FILED WITH THE INTENT TO QUALIFY FOR THE EXEMPTION AS FOUND IN 76-3-201(1)(b) M.C.A. TO-WIT: IS CREATED FOR RIGHT-OF-WAY OR UTILITY SITES. A SUBSEQUENT CHANGES IN THE USE OF THE LAND TO A RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL USE IS SUBJECT TO THE REQUIREMENTS OF THIS CHAPTER.

FURTHERMORE, TRACT 2, TRACT 3, TRACT 4, AND TRACT 5 ARE RESULTANT TRACTS OF RECORD CREATED BY SAID EXEMPTION AND DELINEATED BY THIS CERTIFICATE OF SURVEY.

APPROVED BY: Paula A. Adams JUNE 11, 2021
MISSOULA CITY HEALTH DEPARTMENT
Paula A. Adams, P.C.S. June 4, 2021
MISSOULA COUNTY - DEPARTMENT OF PUBLIC WORKS

COS 502311 Pages: 1 Fee: \$29.80
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Type: A - General Technical Survey - 1st Reviewer

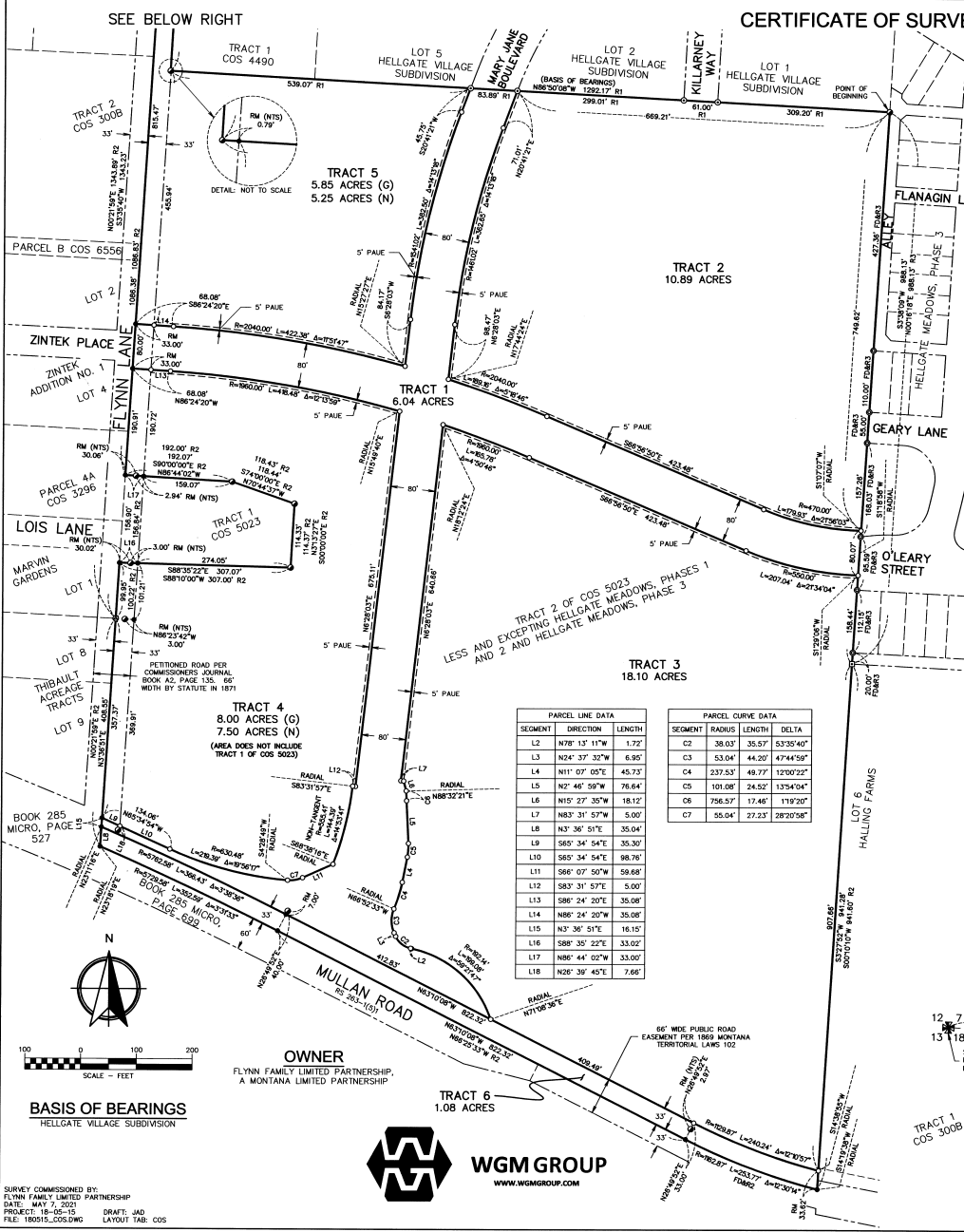
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SHEET 1 OF 1
PRINCIPAL MERIDIAN, MONTANA
CITY OF MISSOULA
MISSOULA COUNTY, MONTANA
CERTIFICATE OF SURVEY NO.

SAC B: 1058 P: 592
OR B: 1058 P: 593
DEED B: 1058 P: 594
QCD B: 1058 P: 595

06817

MISSOULA COUNTY TRACKING #21-00459



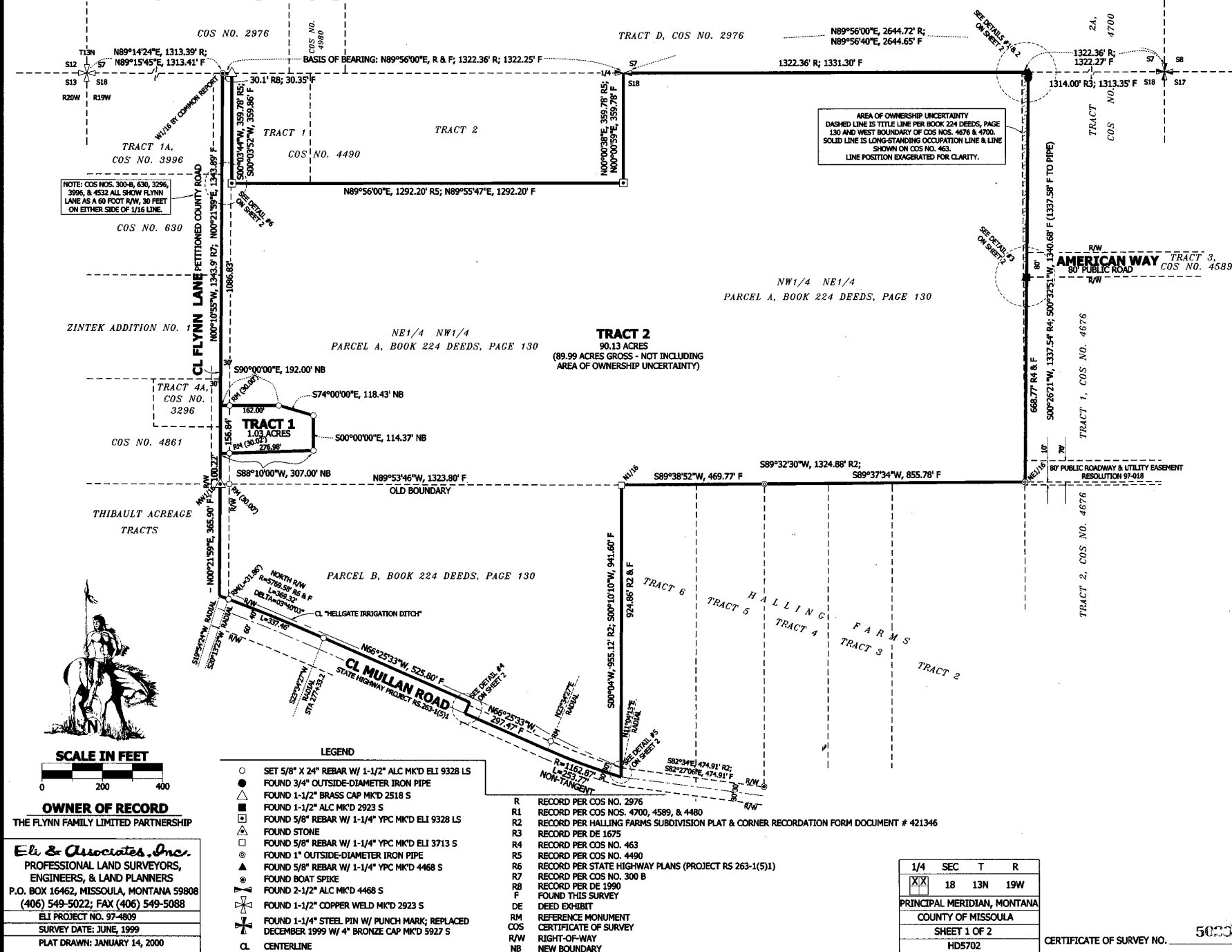
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SEGMENT	DIRECTION	LENGTH	SEGMENT	RADIUS	LENGTH DELTA
L2	N78°13'11"W	1.72	C2	38.03'	35.57' 53°30'40"
L3	N2°4'37'32"W	6.95	C3	53.04'	44.20' 47°44'59"
L4	N11°07'05"E	45.73	C4	237.53'	49.77' 12°00'22"
L5	N2°46'59"W	76.64	C5	101.08'	24.52' 13°04'04"
L6	N15°27'35"W	18.12	C6	756.57'	17.46' 11°30'20"
L7	N83°31'57"W	5.00	C7	55.04'	27.23' 28°20'58"
L8	N3°36'51"E	35.04			
L9	S65°34'54"E	35.30			
L10	S65°34'54"E	98.78			
L11	S66°07'50"W	58.88			
L12	S83°31'57"E	5.00			
L13	S86°24'30"E	35.96			
L14	N86°24'30"W	35.96			
L15	N3°36'51"E	16.10			
L16	S88°35'22"E	33.02			
L17	N86°44'02"W	33.00			
L18	N26°39'45"E	7.66			

SURVEY COMMISSIONED BY:
FLYNN FAMILY LIMITED PARTNERSHIP
DATE: MAY 7, 2021
PROJECT: 18-05-15 DRAFT: JAD
FILE: 180515_COS.DWG LAYOUT TAB: COS

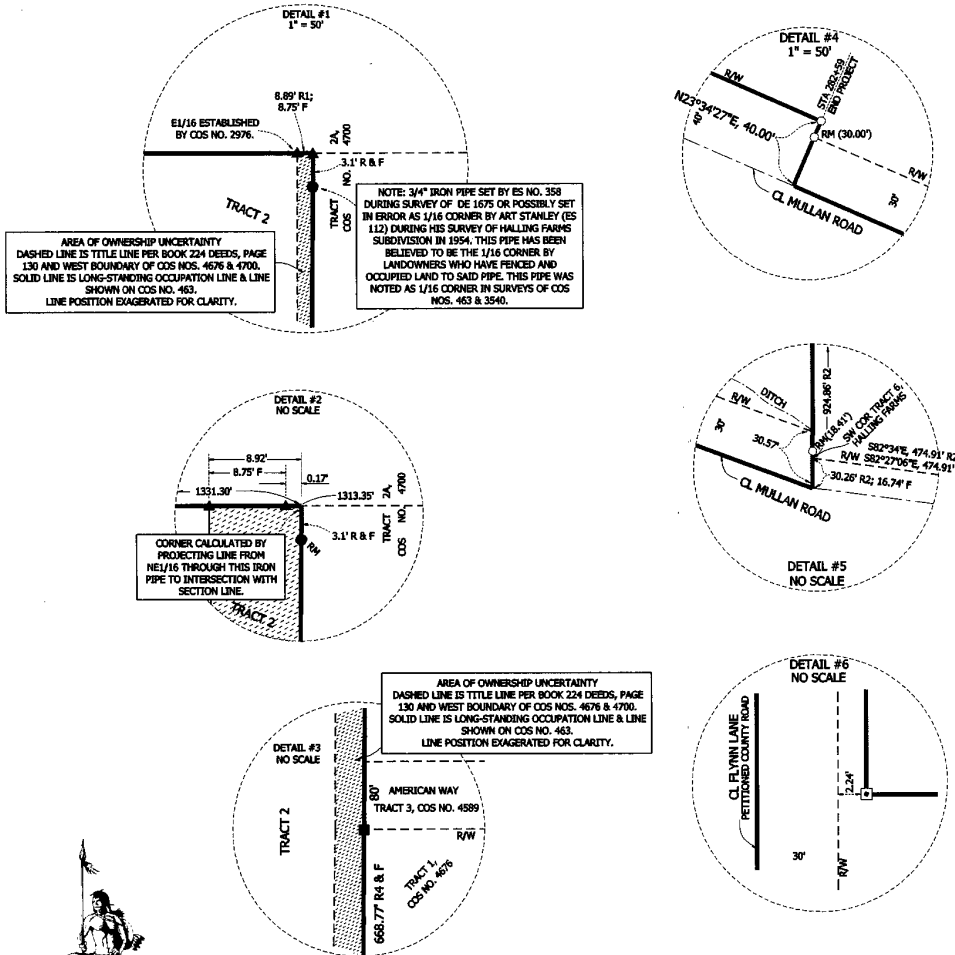


WGM GROUP
WWW.WGMGROUP.COM

CERTIFICATE OF SURVEY



CERTIFICATE OF SURVEY



OWNER OF RECORD
THE FLYNN FAMILY LIMITED PARTNERSHIP

El & Associates, Inc.
PROFESSIONAL LAND SURVEYORS,
ENGINEERS, & LAND PLANNERS
P.O. BOX 16462, MISSOULA, MONTANA 59808
(406) 549-5022; FAX (406) 549-5088
ELI PROJECT NO. 97-4809
SURVEY DATE: JUNE, 1999
PLAT DRAWN: JANUARY 14, 2000

- LEGEND**
- SET 5/8" X 24" REBAR W/ 1-1/2" ALC MK'D ELI 9328 LS
 - FOUND 3/4" OUTSIDE-DIAMETER IRON PIPE
 - △ FOUND 1-1/2" BRASS CAP MK'D 2518 S
 - ▲ FOUND 1-1/2" ALC MK'D 2923 S
 - FOUND 5/8" REBAR W/ 1-1/4" YPC MK'D ELI 9328 LS
 - ⊠ FOUND STONE
 - ⊡ FOUND 5/8" REBAR W/ 1-1/4" YPC MK'D ELI 3713 S
 - ⊞ FOUND 1" OUTSIDE-DIAMETER IRON PIPE
 - ⊟ FOUND 5/8" REBAR W/ 1-1/4" YPC MK'D 4468 S
 - ⊠ FOUND BOAT SPIKE
 - ⊡ FOUND 2-1/2" ALC MK'D 4468 S
 - ⊞ FOUND 1-1/2" COPPER WELD MK'D 2923 S
 - ⊟ FOUND 1-1/4" STEEL PIN W/ PUNCH MARK; REPLACED DECEMBER 1999 W/ 4" BRONZE CAP MK'D 5927 S
 - ⊠ CENTERLINE

- R1 RECORD PER COS NO. 2976
- R2 RECORD PER COS NOS. 4700, 4589, & 4480
- R3 RECORD PER HALLING FARMS SUBDIVISION PLAT & CORNER RECORDATION FORM DOCUMENT #421346
- R4 RECORD PER COS NO. 463
- R5 RECORD PER COS NO. 4490
- R6 RECORD PER STATE HIGHWAY PLANS (PROJECT RS 263-1(5)1)
- R7 RECORD PER COS NO. 300 B
- R8 RECORD PER DE 1990
- F FOUND THIS SURVEY
- DE DEED EXHIBIT
- RM REFERENCE MONUMENT
- COS CERTIFICATE OF SURVEY
- R/W RIGHT-OF-WAY
- NB NEW BOUNDARY

LEGAL DESCRIPTION: (Perimeter)

Tracts of land located in the North one-half (N1/2) of Section 18, Township 13 North, Range 19 West, Principal Meridian Montana; Missoula County, Montana, previously recorded as Book 224 Deeds, Page 130; being further described as:

Beginning at the West one-sixteenth corner (W1/16) by common report, common to Sections 7 & 18, Township 13 North, Range 19 West, Principal Meridian Montana, Missoula County, Montana, a found monument and the true point of beginning; thence N89°56'00"E, 30.35 feet; thence S00°03'52"W, 359.86 feet; thence N89°55'47"E, 1292.20 feet; thence N00°00'59"E, 359.78 feet to the one-quarter corner (1/4) common to said Sections 7 & 18; thence N89°56'40"E, 1331.30 feet; thence S00°32'51"W, 1340.68 feet to the Northeast one-sixteenth (NE1/16) of said Section 18; thence S89°37'34"W, 855.78 feet; thence S89°38'52"W, 469.77 feet; thence S00°10'10"W, 941.60 feet to the centerline of Mullan Road; thence the next two courses along the centerline of said Mullan Road, westerly along a non-tangent curve whose center bears N11°04'13"E, having a radius of 1162.87 feet, an arc length of 253.77 feet; thence N66°25'33"W, 297.47 feet; thence N23°34'27"E, 40.00 feet to the Northernly right-of-way of said Mullan Road; thence the next two courses along said Northernly right-of-way of Mullan Road; thence N66°25'33"W, 525.80 feet; thence along the arc of a curve to the left, having a radius of 5769.58 feet, an arc length of 369.32 feet to the intersection of the said Northernly right-of-way of Mullan Road and the centerline of Flynn Lane; thence along the said centerline of Flynn Lane, N00°21'59"E, 1709.79 feet to the point of beginning, containing 91.16 acres.

LEGAL DESCRIPTION: (Tract 1)

Tract 1, Certificate of Survey No. 5023, located in the Northwest one-quarter (NW1/4) of Section 18, Township 13 North, Range 19 West, Principal Meridian Montana; Missoula County, Montana; containing 1.03 acres.

LEGAL DESCRIPTION: (Tract 2)

Tract 2, Certificate of Survey No. 5023, located in the North one-half (N1/2) of Section 18, Township 13 North, Range 19 West, Principal Meridian Montana; Missoula County, Montana; containing 90.13 acres.

All of the above described tracts are subject to any and all easements existing, shown, and/or of record.

OWNERS CERTIFICATION:

We hereby certify that the purpose of this division of land is to relocate the existing boundary between adjoining properties outside of a platted subdivision. Therefore, this division of land is exempt from review as a subdivision pursuant to section 76-3-207(1)(a), MCA, to wit: "divisions made outside of platted subdivisions for the purpose of relocating common boundary lines between adjoining properties."

ss Mary Flynn
Mary Flynn for the Flynn Family Limited Partnership

State of Montana }
County of Missoula }
On this 21st day of JAN, 2000, before me personally appeared Mary Flynn for the Flynn Family Limited Partnership, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that the partnership executed the same.

ss Mary Inabnit
Notary Public for the State of Montana

Residing at Missoula; My Commission Expires 10/24/08

SURVEYORS CERTIFICATION:

I certify that this survey represents work done by me or under my direction during the months of May & June 1998.

ss Steven M. Inabnit, Pres. Jan 17, 2000
Steven M. Inabnit, Professional Land Surveyor
Montana Registration No. 9328LS
President, Eli & Associates, Inc.



PURPOSE OF SURVEY:

This survey is filed with the intent to qualify for the exemption found in Section 76-3-207(1)(a), MCA.

FINAL APPROVAL GRANTED BY:

ss Michael Brown 1/26/00
Missoula County Surveyor

ss Edward J. Dege 1/26/00
Missoula City-County Health Department

"This Certificate of Survey was not reviewed for adequate access, installation of utilities, compliance with zoning, comprehensive plan, or availability of public services; nor does this approval obligate Missoula County to provide road maintenance, dust abatement, or other services."

1/4	SEC	T	R
<input checked="" type="checkbox"/>	18	13N	19W
PRINCIPAL MERIDIAN, MONTANA			
COUNTY OF MISSOULA			
SHEET 2 OF 2			
HD5702			

200001820
I received and filed this instrument for record on the 21st day of JAN, 2000 at 10:00 o'clock A.M., permanent files of Missoula County, State of Montana. Witness my hand: Michael Brown County Recorder By Edward J. Dege Deputy
Fees \$ 6.00 - CE Paid
SAC# 2656 SPA#3599 5023
CERTIFICATE OF SURVEY NO.

After Recording Return To:
Alan F. McCormick
Garlington, Lohn & Robinson, PLLP
350 Ryman Street • P.O. Box 7909
Missoula, MT 59807-7909

BSL 40841

MONTANA TRUST INDENTURE

THIS TRUST INDENTURE, made this 8 day of July, 2021, between **HEH, LLC**, whose mailing address is 2265 S. 3rd Street West, Missoula, MT 59801 as GRANTOR, **Alan F. McCormick of GARLINGTON, LOHN & ROBINSON, PLLP**, with principal office at 350 Ryman Street, Missoula, Montana 59802, as TRUSTEE, and **FLYNN FAMILY LIMITED PARTNERSHIP**, of 8623 E. Iliff Drive, Denver, CO 80231, as BENEFICIARY,

WITNESSETH: That Grantor hereby irrevocably GRANTS, BARGAINS, SELLS, CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, nevertheless, WITH POWER OF SALE that certain real property, which does not exceed forty (40) acres in area, situated in the County of Missoula, State of Montana, particularly described as follows:

Tracts 2 and 5 of Certificate of Survey No. 6817 located in the Northwest one-quarter of Section 18, Township 13 North, Range 19 West, P.M.M., Missoula County, Montana, according to the official certificate of survey thereof, recorded in the records of Missoula County.

TOGETHER WITH: (1) All buildings, fixtures and improvements thereon and all water rights, rights-of-way, tenements, hereditaments, privileges and appurtenances thereunto belonging, now owned or hereafter acquired, however evidenced, used or enjoyed with said premises or belonging to the same; (2) All right, title and interest hereafter acquired in or to any of said premises, hereby also releasing, relinquishing and waiving all exemptions, rights of dower and homestead, in or to said premises, vested or inchoate; (3) All heating, air conditioning, plumbing and lighting facilities, equipment and fixtures now or hereafter installed upon or within said premises, used or proper or necessary to constitute the said premises a habitable, usable or operating unit-all of said property being designated and deemed for the purposes of this instrument a part of the realty; and (4) All of the rents, issues and profits of said premises, SUBJECT, HOWEVER, to the right, power and authority hereinafter conferred upon Beneficiary to collect and apply such rents, issues and profits;

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of One Million Three Hundred Forty Seven Thousand Nine Hundred Ninety and 33/100 Dollars (\$1,347,990.33) without accruing interest until paid, according to the terms of a promissory note, dated July 8, 2021, made by Grantor payable to the order of Beneficiary in installments, the last, of which, unless sooner paid, will be due and payable on January 1, 2023; (2) Payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided; and (3) Performance of each agreement of Grantor herein and in said note contained.

TO PROTECT THE SECURITY OF THIS TRUST INDENTURE AND FOR
OTHER PURPOSES, GRANTOR AGREES:

1. To keep said property in good condition and repair; to complete and restore promptly and in a, good and workmanlike manner any infrastructure or buildings which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not commit, suffer or permit any act upon said property in violation of the law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Grantor further agrees:

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon as provided in this instrument, and as allowed by law.

2. To provide, maintain and deliver to Beneficiary, insurance of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by the Beneficiary with loss payable clause in favor of and in form acceptable to Beneficiary. In the event of loss, Grantor shall give immediate notice to Beneficiary, who may make proof of loss and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To pay before delinquent all taxes and assessments, including interest and penalties, affecting said premises and improvements; to promptly pay and discharge all encumbrances, charges and liens on said property which at any time are, or appear to be, prior or superior hereto. The failure of Grantor to make any of such payments shall constitute a default under this trust.

5. Except as otherwise expressly provided herein, to pay all costs fees and expenses of this trust, including cost of search and evidence of title, advertising and recording expense, documentary taxes and Trustee's and attorney's fees as allowed by law.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of eight per cent (8%) per annum until paid, and the payment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Without affecting the liability of any person, including Grantor, for the payment of any indebtedness secured hereby, or the lien of this Trust Indenture on the remainder of the property for the full amount of any indebtedness unpaid, Beneficiary and Trustee are respectively empowered as follows; Beneficiary may from time to time and without notice:

- (a) Release any person liable for payment of any of the indebtedness,
- (b) Extend the time or otherwise alter the terms of payment of any of the indebtedness,
- (c) Alter, substitute or release any property securing the indebtedness;

Trustee may, at any time and from time to time, upon the written request of Beneficiary:

- (a) Consent to the making of any map or plat of the property,
- (b) Join in granting any easement or creating any restriction thereon,
- (c) Join in any subordination or other agreement affecting this Trust Indenture or lien or charge thereof,

(d) Reconvey, without warranty, all or any part of the property.

9. Both parties agree that Beneficiary may, if Beneficiary so elects, procure and thereafter continue during the term of this Trust Indenture, for as long as Beneficiary desires, a form of insurance acceptable to Beneficiary insuring Beneficiary against any loss sustained by Beneficiary by reason of any default in payment by Grantor of the secured indebtedness. If Beneficiary elects to procure such insurance, Grantor shall promptly reimburse Beneficiary the full amount of the initial premium for such insurance. Beneficiary may thereafter pay all annual renewal premiums from such escrow. Should the amount deposited in escrow be insufficient to pay any renewal premium in full as the same become due, Grantor shall immediately upon demand deposit with or pay to Beneficiary such additional amount as may be sufficient to pay the renewal premium in full. Failure of Grantor to pay or deposit any of the amounts referred to herein shall constitute a default of the terms of this Trust Indenture.

Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Trust Indenture and said note to Trustee for cancellation and retention and upon payment by Beneficiary of its fees, Trustee shall reconvey to Grantor, without warranty, the property then held hereunder.

10. As additional security, Grantor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Indenture and of any personal property located thereon. Until Grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Grantor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Grantor shall default as aforesaid, Grantor's right to collect any of such monies shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such monies shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor subordination of the lien or charge of this Trust Indenture to any such tenancy, lease or option.

11. Upon any Default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Grantor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less cost and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire or other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. Time is of the essence hereof. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause such property to be sold to satisfy the obligations hereof, and Trustee or Beneficiary shall file such notice of record, in each county wherein said property or some part thereof is situated. Beneficiary shall also deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

14. After the lapse of such time as may then be required by law following the recordation of said notice of default and of election to cause said property to be sold, and notice of default and notice of sale having been given as then required by law, Trustee, or its attorney, without demand on Grantor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Grantor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in cash in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale for a period not exceeding fifteen (15) days by public proclamation by such notice of the postponed sale need be given. Trustee shall execute and deliver to the purchaser its deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Beneficiary (but excluding Trustee) may bid at the sale. After deducting all costs and expenses of exercising the power of sale and of the sale, including cost of search and evidence of title, advertising and recording expense, documentary taxes and Trustees' and attorney's fees, Trustee shall apply the proceeds of sale to payment of all amounts secured hereby and due hereunder, including all sums expended by the Trustee and Beneficiary, or either of them, with accrued interest thereon at the rate of eight percent (8%) per annum from the date of expenditure thereof, and the surplus, if any, to the person or persons legally entitled thereto; provided that the Trustee, in its discretion, may deposit such surplus with the County Clerk and Recorder of the county in which the sale took place.

15. Grantor agrees to surrender possession of the hereinabove described trust property to the purchaser at the aforesaid sale on the tenth (10th) day following said sale, in the event such possession has not previously been delivered by Grantor.

16. Each abstract of title, title insurance policy and all other evidences of title, and all hazard insurance policies placed or deposited with the Beneficiary shall be deemed an incident to the title to the trust property and upon foreclosure by exercise of power of sale, or otherwise, shall pass to the purchaser and the same are hereby pledged as additional security for payment of the indebtedness secured hereby.

17. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Indenture in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the Court.

18. Except as may be otherwise provided herein, Grantor agrees to pay to Beneficiary or Trustee the costs and expenses, including a reasonable attorney's fee, incurred by either of them in instituting, prosecuting or defending any Court action in which Grantor does not prevail, if such action involves the interpretation hereof or performance hereunder by a party hereto or the breach of any provision hereof by a party hereto, including but not limited to an action to obtain possession of the above described property after exercise of the power of sale granted hereunder.

19. This Trust Indenture shall apply to, inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Indenture, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

20. Trustee accepts this Trust when this Trust Indenture, duly executed and acknowledged, is made a public record as provided by law.

21. This Trust indenture is made within the State of Montana pursuant to the Small Tract Financing Act of Montana and is not made or taken in substitution for any mortgage in existence on the effective date of said Act.

22. Grantor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the address hereinabove set forth.

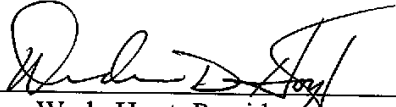
IN WITNESS WHEREOF, the Grantor has hereunto set its hand the day and year first hereinabove written.

GRANTOR

HEH, LLC, a Montana limited liability company

By: Hoyt Homes, Inc., a Montana corporation

Its: Manager



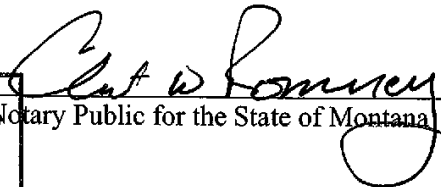
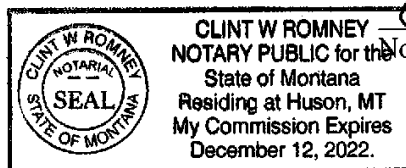
By: Wade Hoyt, President

STATE OF MONTANA)

: ss.

County of Missoula)

This instrument was acknowledged before me on the 8 day of July 2021, by Wade Hoyt, as President of Hoyt Homes, Inc, Manager of HEH, LLC, Maker.



This Indenture, Made the 24th day of December,

A. D. one thousand nine hundred and fifty-one BETWEEN
EDNA MAY ROSS, formerly Edna May Denkenberger,

of Butte, Montana, Part Y of the FIRST PART
and ELMER FLYNN and MARY FLYNN, husband and wife, as joint tenants
with rights of survivorship, and not as tenants in common,

of Missoula, Montana, the Parties of the SECOND PART;

WITNESSETH, that the said Part Y of the FIRST PART, for and in consideration of
the sum of TEN AND NO/100 - - - - - Dollars (\$10.00)
lawful money of the United States of America to her in hand paid by said Parties of the SECOND
PART, the receipt whereof is hereby acknowledged, do c.s. by these presents grant, bargain,
sell, convey, warrant and confirm unto the said Parties of the SECOND PART, AS JOINT
TENANTS AND TO THE SURVIVOR OF SAID NAMED JOINT TENANTS,
(and not as tenants in common) and to the heirs and assigns of such survivor forever, the hereinafter
described real estate situated in the city or town of

County of Missoula, and State of Montana, to-wit:

The Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) and the
Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), of Section
Eighteen (18), Township Thirteen (13) North, Range Nineteen (19) West,
M.P.M., containing 80 Acres according to the Government Survey; Also
that portion of the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4)
of Section Eighteen (18), Township Thirteen (13) North, Range Nineteen
(19) West, lying north of the public road running from Missoula to
Grass Valley, and being particularly described as follows: Beginning
at the Northeast corner of the Southeast Quarter of the Northwest
Quarter of said Section 18, running thence due South 980 feet more or
less to the center of the County Road; thence North 88°30' West along
the center of said county road to the west line of the Southeast
Quarter of the Northwest Quarter of said Section 18; thence due north
420 feet more or less to the north line of said Southeast Quarter of
the Northwest Quarter of Section 18, thence due east 1320 feet more or
less to the place of beginning, containing 21.1 acres more or less;
and all the water rights, water ditches, water appropriations, canals,
flumes and water privileges belonging to the aforesaid land or any
part thereof, and particularly 80 inches of the water of Grant Creek as
of date July 1, 1871, being the right as decreed by Conclusion of Law
No. 12 in Decree in certain action in District Court Fourth Judicial

District of the State of Montana, in and for the County of Missoula,
being Cause No. 7600 wherein John Richliwas plaintiff, and Catherine
Flynn and others were defendants; and also 40 inches of water in the
Flynn-Lowney ditch, represented by 40 shares of the capital stock of
Hell Gate Valley Irrigation Company with same preferred and prior rights
attached to said 40 shares as attached to the 600 shares of stock here-
tofore issued to the estate of Catherine Flynn, deceased; reserving a
right of way along fence line for a ditch.

TOGETHER, with all and singular the hereinbefore described premises, all tenements,
hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and
reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right,
title, interest, right of dower and right of homestead, possession, claim, and demand whatsoever, as well
in law as in equity, of the said Part Y of the FIRST PART, of, in or to the said premises, and every
part and parcel thereof, with the appurtenances thereto belonging, TO HAVE AND TO HOLD, all
and singular the above mentioned and described premises unto the said Parties of the SECOND PART,
as joint tenants with right of survivorship (and not as tenants in common) and to the heirs and assigns of
the survivor of said named joint tenants forever.

And the said Part.Y.... of the FIRST PART, and her heirs, do hereby covenant that they will forever WARRANT and DEFEND all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said Parties of the SECOND PART, as joint tenants with right of survivorship (and not as tenants in common) and to the heirs and assigns of the survivor of said named joint tenants, against all acts and deeds of the said Part.Y.... of the FIRST PART, and all and every person and persons whomsoever lawfully claiming or to claim the same.



IN WITNESS WHEREOF, the said Part.Y.... of the FIRST PART has hereunto set her hand and seal the day and year first hereinbefore written.

Signed, Sealed and Delivered in the presence of

Edna May Ross formerly
Edna May Denkenberger (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF MONTANA,
County of Missoula. } ss.

On this 24th day of December, in the year nineteen hundred and fifty-one before me W. T. Boone, a Notary Public for the State of Montana, personally appeared EDNA MAY ROSS, formerly Edna May Denkenberger,

known to me

(or proved to me on oath of

to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial

Seal the day and year first above written.

W. T. Boone
Notary Public for the State of Montana.

Residing at Missoula, Montana

My Commission expires Nov. 13, 1952

WARRANTY DEED

(To Joint Tenants)

TO

Dated 1952

STATE OF MONTANA, } ss.

County of Missoula

Filed for Record this 17th day of April, A. D. 1952

at 8:48 o'clock A. M., and

Recorded in Book 224 of Deeds

on Page 130 of the Records of

County of Missoula

State of Montana

By Martin J. Bohannon

County Clerk and Recorder.

By Vera Ann Bohannon Deputy.

Fees \$4.00 ft.

Return to Delta Abstract Co.

HM - R-YQ



Shopping Cart: 0 items [\$0.00]

[New Search](#)[History](#)[Payoff](#)[PayTaxes](#)[Help](#)**Parcel Number:** 3582405**MP#:** ~HEH**Status:** Current**Receipt:** 27227**2022 Owner(s):**
HEH LLC**Mailing Address:**2265 S 3RD ST W
MISSOULA, MT 598011334**Levy District:**

4.2, COUNTY, HELLGATE

2022 Value:**Market:** \$309,218**Taxable:** \$4,174[Detail](#)**2022 Taxes:**[View Pie Charts](#)**First Half:** \$3,332.88**Due:** 11/30/2022**Second Half:** \$3,332.87**Due:** 5/31/2023**Total:** \$6,665.75[Show Current Tax Bill](#)[Detail](#)**2022 Payments:****First Half:** \$0.00**Second Half:** \$0.00**Total:** \$0.00

(May include penalty & interest)

2022 Legal Records:**Geo Code:** 04-2200-18-2-02-04-0000 **Deed Book:** 1059 **Page:** 56 **Date:** 2021-07-09**TRS:** T13 N, R19 W, Sec. 18**Legal:** S18, T13 N, R19 W, C.O.S. 6817,
TRACT 2**Note:** The accuracy of this data is not guaranteed. Property Tax data was last updated 11/23/2022 09:00 AM.

If you are sending your payments in by mail, address them To:

Missoula County
200 W Broadway
Missoula, MT 59802

Include Taxpayer ID with payments.





Shopping Cart: 0 items [\$0.00]

[New Search](#)[History](#)[Payoff](#)[PayTaxes](#)[Help](#)**Parcel Number:** 421187003**MP#:** ~HEH**Status:** Current**Receipt:** 36337**2022 Owner(s):**
HEH LLC**Mailing Address:**

2265 S 3RD ST W

MISSOULA, MT 598011334

Levy District:

4.2, COUNTY, HELLGATE

2022 Value:**Market:** \$227,570**Taxable:** \$3,072[Detail](#)**2022 Taxes:**[View Pie Charts](#)**First Half:** \$1,094.06**Due:** 11/30/2022**Second Half:** \$1,094.04**Due:** 5/31/2023**Total:** \$2,188.10[Show Current Tax Bill](#)[Detail](#)**2022 Payments:****First Half:** \$0.00**Second Half:** \$0.00**Total:** \$0.00

(May include penalty & interest)

2022 Legal Records:**Geo Code:** 04-2200-18-2-08-02-0000 **Deed Book:** 1059 **Page:** 56 **Date:** 2021-07-09**TRS:** T13 N, R19 W, Sec. 18**Legal:** S18, T13 N, R19 W, C.O.S. 6817, ACRES
5.85, TRACT 5**Note:** The accuracy of this data is not guaranteed. Property Tax data was last updated 11/23/2022 09:00 AM.

If you are sending your payments in by mail, address them To:

Missoula County
200 W Broadway
Missoula, MT 59802

Include Taxpayer ID with payments.



A RESOLUTION ADOPTING THE MISSOULA COUNTY JOHNSON-BELL FIELD INFLUENCE AREA RESOLUTION CONCERNING LAND USE REGULATIONS IN THE VICINITY OF THE AIRPORT.

WHEREAS, Section 1-726, R.C.M., 1947, authorizes the Board of County Commissioners to designate an airport influence area; and,

WHEREAS, Section 1-728, R.C.M., 1947, authorizes the Board of County Commissioners to devise criteria and guidelines to control land use within the airport influence area; and,

WHEREAS, the Board of County Commissioners have caused to be defined, based on federal aviation and administration rules and guidelines, an airport influence area for Johnson-Bell Field; and,

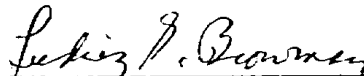
WHEREAS, criteria and guidelines to control noise sensitive land uses and the height of structures and trees within the airport influence area for Johnson-Bell Field have been designed to promote the public health, safety, and general welfare; and,

WHEREAS, the Board of County Commissioners duly advertised and held a public hearing to adopt the boundaries and regulations for the Missoula County Johnson-Bell Field Influence Area Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Missoula County, hereby adopts and approves the Missoula County Johnson-Bell Field Airport Influence Area Resolution.

PASSED AND ADOPTED THIS 5th DAY OF JULY 1978.

BOARD OF COUNTY COMMISSIONERS
Missoula County, Montana


Ludvig G. Brown, Chairman


Jim Waltermire, Commissioner


Wilfred V. Thibodeau, Commissioner





Robert French
Clerk and Recorder

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1. Rules of Interpretation - The present tense includes the future tense. All words in the plural number include the singular number unless natural construction of the wording indicates otherwise. The word "shall" is mandatory, the word "may" is permissive.
2. Accessory Use - A use naturally or normally incidental or subordinate to, and devoted exclusively to the main use of the premises.
3. Administrative Officer - The Administrative Officer shall be appointed by the governing body and shall act as an agent of the governing body in the administration and enforcement of this Resolution and of the rules and regulations adopted by the governing body pursuant thereto.
4. Agriculture - Use of the land for such purposes as farming, dairying, pasturage, grazing, animal and poultry husbandry, silviculture, and removal of forest products, floriculture, and horticulture.
5. Airport - Johnson-Bell Field, Missoula, Montana.
6. Airport Administrative Board - The Airport Administrative Board is a five-member board appointed by the governing body. Members serve five (5) year terms. The Airport Administrative Board oversees the management and operation of the airport.
7. Airport Elevation - The highest point of an airport's usable landing area measured in feet from mean sea level.
8. Airport Hazard - Any structure or object of natural growth located on or in the vicinity of a public airport, or any use of land near such airport, which obstructs the airspace required for the flight of aircraft in landing or takeoff at such airport or is otherwise hazardous to such landing or takeoff of aircraft.
9. Airport Influence Area - That area extending 10,000 feet out from the thresholds of runways 11 and 29, and one (1) mile in width on each side of the centerline of runways 11 and 29 and their extended centerlines.
10. Alteration - Any change or addition to a structure that either increases the size of the structure or increases its potential as a hazard to the airport is an alteration. Maintenance of a structure is not an alteration. However, the repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the actual cash value of the structure either before the improvement is started, or if the structure has been damaged and is being restored, before the damage occurred, is an alteration and not maintenance.

11. Approach Surface - A surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in Section 2.05 of this Resolution. In plan the perimeter of the approach surface coincides with the perimeter of the approach zone.
12. Board of Airport Hazard Adjustment - A board consisting of five (5) members appointed by the Missoula County Commissioners as provided in Title 1, Chapter 700, Section 736.3., R.C.M., 1947.
13. Building - Any structure built for the occupancy of persons, or the enclosure of animals, chattels or property of any kind and not including advertising sign boards or fences. Any such structure separated by a party wall without openings shall be deemed a separate building.
14. Building Accessory - A detached subordinate building, excluding a guest house, mobile home or trailer, the use of which is customarily incidental to that of the main building, or to the main use of the premises, and located on the same lot with the main building or use.
15. Building Height - The mean sea level elevation of the highest point of a building or structure.
16. Conical Surface - A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet.
17. Governing Body - The Board of County Commissioners of Missoula County, Montana.
18. Hazard to Air Navigation - An obstruction determined to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.
19. Height - For the purpose of determining the height limits in all zones set forth in this Resolution and shown on the zoning map, the datum shall be mean sea level elevation (M.S.L.) unless otherwise specified.
20. Horizontal Surface - A horizontal plane 150 feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.
21. Industry - The manufacture, storage, extraction, fabrication, processing, reduction, destruction, conversion, or wholesaling of any article, substance or commodity or any treatment thereof in such a manner as to change the form, character, or appearance thereof.
22. Larger Than Utility Runway - A runway that is constructed for and intended to be used by propeller driven aircraft of greater than 12,500 pounds maximum gross weight and jet powered aircraft.

23. M.S.L. - Mean sea level.
24. Nonconforming Use - A use of land which was a lawful use at the time this Resolution was adopted, but which use because of such adoption, or subsequent changes in district boundaries or regulations, does not conform to the regulations of the district in which the use exists.
25. Obstruction - Any structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth in Section IV of this Ordinance.
26. Person - An individual, firm, partnership, corporation, company, association, joint stock association, or governmental entity. It includes a trustee, receiver, assignee, or similar representative.
27. Primary Surface - A surface longitudinally centered on a runway. When the runway has a specially prepared hard surface, the primary surface extends 200 feet beyond each end of that runway; but when the runway has no specially prepared hard surface, or planned hard surface, the primary surface ends at each end of that runway. The width of the primary surface of a runway will be that width prescribed in Part 77 of the Federal Aviation Regulations (FAR) for the most precise approach existing or planned for either end of that runway. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.
28. Runway - A defined area on an airport prepared for landing and takeoff of aircraft along its length.
29. Nonprecision Instrument Runway - A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in nonprecision instrument approach procedure has been approved or planned, and for which no precision approach facilities are planned or indicated on an FAA planning document.
30. Precision Instrument Runway - A runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS) or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an FAA approved airport layout plan, or any other FAA planning document.

31. Threshold - A line at right angles to the runway centerline extending the full width of the runway, established by the governing body for the purpose of identifying the beginning of the runway area or planned runway area.
32. Transitional Surfaces - These surfaces extend outward at 90 degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional surfaces for those portions of the precision approach surfaces, which project through and beyond the limits of the conical surface, extend a distance of 5,000 feet measured horizontally from the edge of the approach surface and at 90 degree angles to the extended runway centerline.
33. Utility Runway - A runway that is constructed for and intended to be used by propeller driven aircraft at 12,500 pounds maximum gross weight and less.
34. Visual Runway - A runway intended solely for the operation of aircraft using visual approach procedures with no straight-in instrument approach procedure and no instrument designation indicated on an FAA approved airport layout plan, or by any planning document submitted to the FAA by competent authority.
35. Structure - An object constructed or installed by man, including, but without limitation, buildings, towers, smokestacks, earth formation, and overhead transmission lines.
36. Tree - A woody plant, the branches of which spring from and are supported upon a trunk or body.

SECTION 1.06 WARNING AND DISCLAIMER OF LIABILITY

This Resolution does not imply that areas outside the identified noise and vibration impact areas or land uses permitted within such areas will be totally free from noise and vibration damage. Nor shall this Resolution create a liability on the part of, or a cause of action against, the County of Missoula or any officer or employee thereof for any damages resulting from noise and vibrations caused by normal or anticipated normal airport operations.

CHAPTER II AIRPORT LAND USE DISTRICTS

SECTION 2.01 PURPOSES

In order to implement the provisions of this Resolution, there are hereby created and established certain Airport Land Use Districts which include all of the land lying within the approach zones, transitional zones, horizontal zones, and conical zones as they apply to the Airport. However, such Airport Land Use Districts shall not extend more than 10,000 feet out from the thresholds of the primary instrument approach runway or exceed one (1) mile in width on each side of the primary instrument approach runway and its extended centerline. Such Airport Land Use Districts are shown on the Official Airport Influence Area Map which is attached to this Resolution and made a part hereof. An area located in more than one (1) of the following Airport Land Use Districts is considered to be subject to the requirements setting the more restrictive standard.

SECTION 2.02 OFFICIAL AIRPORT INFLUENCE AREA MAP, AND OFFICIAL AIRPORT INFLUENCE AREA BOOK OF RECORD.

- A. The Official Johnson-Bell Field Airport Influence Area Map and the Official Airport Influence Area Book of Record shall be displayed at all times in the office of the Administrative Officer and shall bear the signatures of the governing body and the date of the adoption of this Resolution, attested by the County Clerk and Recorder. A copy of the Official Johnson-Bell Airport Influence Area Map shall be filed with the Clerk and Recorder.
- B. The Airport Influence Area Resolution, with amendments, original applications for action and records of action by the Administrative Officer, the Board of Airport Hazard Adjustment and the governing body shall be retained in the Official Airport Influence Area Book of Record.

SECTION 2.03 INTERPRETATION

A. INTERPRETATION OF BOUNDARIES

If uncertainty exists regarding the location of district boundaries as shown on the Official Airport Influence Area Map, it shall be the duty of the Administrative Officer to ascertain all pertinent facts and to provide the interpretation. Citizens requesting boundary interpretation may be required to submit survey data needed by the Administrative Officer in making his interpretation. Thereafter, such interpretation shall govern.

B. INTERPRETATION OF USES

If ambiguity arises concerning the appropriate classification of a particular use within the meaning and purpose of this Resolution or if a specific use is not listed, it shall be the duty of the Administrative Officer upon request of any citizen, to ascertain all pertinent facts and provide the interpretation. Thereafter such interpretation shall govern.

SECTION 2.04 AIRPORT INFLUENCE AREA

- A. The Airport Influence Area for Johnson-Bell Field, as defined in Section 1.05.9 is hereby created. After the effective date of adoption of this Resolution, no person may recover from a local government damages caused by noise and vibrations from normal and anticipated normal airport operations.
- B. Notwithstanding any other provisions of this Resolution, no use may be made of land or water within the Airport Influence Area in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport or otherwise in any way create a hazard or endanger the landing, takeoff, or maneuvering of aircraft intending to use the airport.

SECTION 2.05 HEIGHT RESTRICTIONS WITHIN THE AIRPORT INFLUENCE AREA

Except as otherwise provided in this Resolution, no structure shall be erected, altered or maintained, nor shall any tree be allowed to grow in any zone created by this Resolution to a height in excess of the applicable height limit herein established for each zone. Such zones and applicable height limitations are hereby established.

1. Utility Runway Nonprecision Instrument Approach Zone - This approach zone applies to runways 16 and 25. The inner edge of this approach zone coincides with the width of the primary surface and is five hundred (500) feet wide. The approach zone expands outward uniformly to a width of 2,000 feet at a horizontal distance of 5,000 feet from the primary surface. Its centerline being the continuation of the centerline of the runway. The approach surface slopes upward one (1) foot vertically for each twenty (20) feet horizontally beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 5,000 feet along the extended runway centerline. The primary surface elevation is 3,195 feet M.S.L. for runway 16, and 3,201 feet M.S.L. for runway 25.*

2. Runway Larger Than Utility With a Visibility Minimum Greater Than 3/4 Mile Nonprecision Instrument Approach Zone - This approach zone applies to runways 7 and 34. The inner edge of this approach zone coincides with the width of the primary surface and is five hundred (500) feet wide. The approach zone expands outward uniformly to a width of 3,500 feet at a horizontal distance of 10,000 feet from the primary surface. Its centerline being the continuation of the centerline of the runway. The approach surface slopes upward one (1) foot vertically for each thirty-four (34) feet horizontally beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline. The primary surface elevation is 3,193 feet M.S.L. for runway 7 and 3,194 feet M.S.L. for runway 34.*
3. Precision Instrument Runway Approach Zone - This approach zone applies to runways 11 and 29. The inner edge of this approach zone coincides with the width of the primary surface and is 1,000 feet wide. The approach zone expands outward uniformly to a width of 16,000 feet at a horizontal distance of 50,000 feet from the primary surface. Its centerline being the continuation of the centerline of the runway. The approach surface slopes upward one (1) foot vertically for each fifty (50) feet horizontally beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline; thence slopes upward forty (40) feet horizontally for each foot vertically to an additional horizontal distance of 40,000 feet along the extended runway centerline. The primary surface elevation for runway 11 is 3,188 feet M.S.L., and 3,197 feet M.S.L. for runway 29.*
4. Transitional Zone - These zones are hereby established as the area beneath the transitional surfaces. These surfaces extend outward and upward at 90 degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces. Transitional zones for those portions of the precision approach zones which project through and beyond the limits of the conical surfaces, extend a distance of 5,000 feet measured horizontally from the edge of the approach zones and at 90 degree angles to the extended runway centerline. The transitional surface slopes upward and outward one (1) foot vertically for each seven (7) feet horizontally beginning at the sides and at the same elevation as the primary surface and the approach zones, and extending to a height of 150 feet above the airport elevation which is 3,201 feet above mean sea level. In addition to the foregoing, there are established height limits sloping upward and outward one (1) foot vertically for each seven (7) feet horizontally beginning at the sides of and at the same elevation as the approach zones, and extending to where they intersect the conical surface. Where the precision instrument runway approach

* As built elevations after runway improvements, obtained from Missoula County Airport Manager.

zone projects beyond the conical zone, height limits sloping upward and outward one (1) foot vertically for each seven (7) feet horizontally shall be maintained beginning at the sides of and at the same elevation as precision instrument runway approach surface and extending to a horizontal distance of 5,000 feet measured at 90 degree angles to the extended runway centerline.

5. Horizontal Zone - The horizontal zone is hereby established by swinging arcs of 10,000 feet radii from the center of each end of the primary surface of each runway, and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones. The horizontal zone surface lies one hundred and fifty (150) feet above the airport elevation or a height of 3,351 feet above mean sea level.
6. Conical Zone - The conical zone is hereby established as the area that commences at the periphery of the horizontal zone and extends outward therefrom a horizontal distance of 4,000 feet. The conical zone does not include the precision instrument approach zones and the transitional zones. The conical surface slopes upward and outward one (1) foot vertically for each twenty (20) feet horizontally beginning at the periphery of the horizontal zone and at one hundred and fifty (150) feet above the airport elevation and extending to a height of 350 feet above the airport elevation.

SECTION 2.06 RESTRICTIONS ON NOISE SENSITIVE LAND USE WITHIN THE AIRPORT INFLUENCE AREA

A. INTENT

Certain areas in the vicinity of the airport are affected by noise and vibrations from normal and anticipated normal operations of the Airport. It is the intent of this Section to:

1. Minimize the potential for legal action against the local government for noise nuisance. Thereby protecting the public investment in the airport, by restricting noise sensitive land use in those areas affected by noise generated by aircraft utilizing the airport.
2. Protect the public health, safety and general welfare by regulating noise sensitive land use in certain areas affected by noise generated by aircraft utilizing the airport.

B. DISTRICT CREATION

Except as otherwise provided in this Resolution no use of land, structure, or land and structure in combination shall occur in any area zoned according to Title 16, Chapters 41 or 47, Revised Codes of Montana 1947, unless such use conforms to the regulations of the aforementioned districts and is herein identified as not being sensitive to noise and vibrations generated from normal and anticipated normal airport operations.

Areas not zoned under authority of Title 16, Chapters 41 or 47 are subject to the restrictions of the noise and vibration sensitive districts hereby established:

1. DISTRICT A

District A is defined as the area within the N.E.F. 40* noise contour as delineated on the Official Airport Influence Area Map.

PERMITTED USES

Subject to Sections 2.04 and 2.05 of this Resolution the following uses shall be permitted:

1. Agriculture.
2. Airport landing field with related accessory uses, except structures designed for human occupancy.

2. DISTRICT B

District B is defined as the area within the N.E.F. 30 noise contour exclusive of District A.

PERMITTED USES

Subject to Sections 2.04 and 2.05 of this Resolution the following uses shall be permitted:

1. Industrial Use.
2. Wholesale Trade.
3. Retail Trade.
4. Eating and drinking establishment.
5. Agriculture or open space.

New construction or development should not be undertaken unless a detailed analysis of noise reduction requirements is made, and needed noise insulation features included in the design.

*N.E.F. - Noise Exposure Forecast - Technical method used to develop the noise contours for Johnson-Bell Field.

SECTION 3.01 NONCONFORMING STRUCTURES AND TREES

- A. The regulations prescribed by this Resolution shall not be construed to require the removal, lowering or other changes or alteration of any structure or tree not conforming to the regulations as of the effective date of this Resolution. Nothing contained herein shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this Resolution and is diligently being pursued.
1. Land in platted residential subdivisions and on record with the Missoula County Clerk and Recorder at the time of adoption of this Resolution may continue to be used for residential purposes.
 2. No structure may be enlarged or altered in a way which increases its nonconformity unless an enlargement or structural alteration is required by law.
 3. Any structure destroyed by any means to an extent of more than fifty percent (50%) of its replacement cost at time of destruction shall not be reconstructed except in conformity with the provisions of this Resolution.
 4. Any structure moved for any reason for any distance whatever shall thereafter conform to the Regulations for the district in which it is located after it is moved.
 5. Any structure may be altered, if necessary, to adapt a nonconforming building to new technologies or equipment pertaining to uses housed in such building, but any enlargement necessary to adapt to new technologies shall be authorized only by a variance.
 6. Trees in place at the time of adoption or amendment of this Resolution shall be allowed to be maintained by the governing body, at its expense, at heights attained at that time.
 7. The owner of any existing nonconforming structure or tree is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the F.A.A. Air Traffic Division Operations Procedures, and Airspace Branch to indicate to the operators of aircraft in the vicinity of the airport, the presence of such airport hazards. Such markers and lights shall be installed, operated, and maintained at the expense of the local government.

SECTION 3.02 NONCONFORMING USES OF LAND

A lawful use of land existing on the effective date of adoption or amendment of this Resolution, made no longer permissible by this Resolution as enacted or amended, may be continued so long as it remains otherwise lawful, subject to the following conditions:

1. No such nonconforming use shall be enlarged or increased or extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Resolution.
2. No such nonconforming use shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use at the effective date of adoption or amendment of this Resolution.
3. If any such nonconforming use of land ceases for any reason for a period of one hundred eighty (180) days, any subsequent use of such land shall conform to the regulations specified by this Resolution for the zone in which such land is located.

SECTION 4.01 ADMINISTRATIVE OFFICER

A. APPOINTMENT

The governing body shall appoint an Administrative Officer.

B. DUTIES

The Administrative Officer shall:

1. Maintain files and records to document fee receipts, the issuance of permits, petitions, agendas, minutes, record of public hearings and other matters relating to the airport influence area. Such files and records shall be available and open for public inspection during regular business hours, unless otherwise determined by the Missoula County Attorney.
2. Receive and process requests for variances and appeals, in accordance with the provisions of this Resolution, and collect fees for such petitions and requests.
3. Publish notice of public hearings as required by this Resolution and applicable State statutes.
4. Prepare such materials (maps, agendas, property descriptions, survey sheet) as may be necessary for the Board of Airport Hazard Adjustment, or the governing body to properly conduct meetings for the purposes of administering this Resolution.
5. Make written recommendations or requests to the Board of Airport Hazard Adjustment (except on appeals), and governing body and to provide background information to support such recommendations.
6. Ensure all materials and documents relating to the Airport Influence Area are properly filed with the Missoula County Clerk and Recorder as required by applicable statutes.
7. Act as secretary to the Board of Airport Hazard Adjustment.
8. Provide information concerning the Airport Influence Area to the public and government agencies and officials and interpret the meaning and intent of this Resolution and otherwise promote procedural uniformity in the administration of this Resolution.

9. Initiate appropriate investigative action for apparent violations of this Resolution through coordination with the Missoula County Attorney.
10. Inspect the premises in the performance of his duties. The Administrative Officer and authorized representatives of the Administrative Officer shall have the right to enter any building or premises for the purpose of investigation and inspection provided that such entry shall be exercised only at reasonable hours, and in no case shall entry be made without the owner's consent.

SECTION 4.02 BOARD OF AIRPORT HAZARD ADJUSTMENT

A. MEMBERSHIP

The Board of Airport Hazard Adjustment shall be appointed by the governing body (See Section 1.05.12).

B. DUTIES

1. The Board of Airport Hazard Adjustment shall adopt procedures as may be necessary to efficiently administer the provisions of this Resolution.
2. The Board keep minutes of its proceedings showing absences and the vote or failure to vote of each member upon each question, and shall keep records of its examinations and other official actions, all of which shall be filed in the office of the Board and shall be public record.
3. The Board shall hear and decide appeals when it is alleged there has been an error in any order, requirement, decision, or determination made by the Administrative Officer in the enforcement of this Resolution.
4. The Board may authorize a variance from the terms of these regulations (See Section 4.07).

SECTION 4.03 PERMITS

A. REQUIREMENTS

1. Except as specifically provided in a and b, hereunder, no material change may be made in the use of land and no structure may be erected, altered, or otherwise established nor may any tree be planted in the Airport Influence Area, without having first received a permit issued by the Administrative Officer, who shall determine that the permit is issued in compliance with this Resolution.
 - a. In the area lying within the limits of the horizontal zone and conical zone exclusive of Districts A and B as defined in Section 2.06, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground, except when, because of terrain, land contour, or topographic features, such tree or structure would extend above the height limits prescribed in such zones.

- b. In areas lying within the limits of the approach zones, but at a horizontal distance of not less than 4,200 feet from each end of the runway, no permit shall be required for any tree or structure less than seventy-five (75) feet of vertical height above the ground, except when such tree or structure would extend above the height limit prescribed for such approach zones.

Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction, or alteration of any structure, or growth of any tree in excess of any of the height limits established by this Resolution.

2. No permit may be granted which would allow the establishment of any airport hazard or that would allow a nonconforming use, structure, or tree to become a greater hazard to air navigation than it was on the effective date of adoption of this Resolution.
3. The governing body shall establish from time to time a schedule of fees, charges, and expenses and a collection procedure for permits, appeals and other matters pertaining to this Resolution.

B. PROCEDURE

1. All requests for permits must be initiated by the property owner(s) or the owner's representative with the owner's written consent.
2. Requests for permits to the Administrative Officer, shall present the completed proper application, and the appropriate fee to the Administrative Officer. Each application shall be accompanied by:
 - a. M.S.L. elevation of the property at the identified location of the proposed structure or tree. The elevation shall be determined by a land surveyor registered by the State of Montana. This requirement may be waived by the Administrative Officer.
 - b. A copy of the Airport Influence Area Map on which the exact location of the proposed tree or structure has been indicated. This determination shall be made by a land surveyor registered by the State of Montana. This requirement may be waived by the Administrative Officer.
 - c. A zoning compliance permit issued by the Missoula County Zoning Officer.

- d. Plans drawn to scale showing the actual dimensions of the lot or parcel, the shape, size, height, use and location on the lot or parcel of buildings, structures or trees proposed to be erected or altered, and any other such information as may be necessary to provide for the enforcement of the provisions of this Resolution. The Administrative Officer may waive the requirement for site plans.

C. CRITERIA FOR REVIEW

1. The Administrative Officer shall evaluate the application using the applicable standards contained in this Resolution.
2. The Administrative Officer shall submit a copy of each permit application to the Airport Administrative Board. In reviewing the application the Administrative Officer shall give consideration to recommendations made by the Airport Administrative Board.

D. DECISION

Within thirty (30) days of the receipt of the application and all requested information, the Administrative Officer shall:

1. Deny the application and give reasons for the denial, in writing, to the applicant; or,
2. Approve the application and issue a permit; or,
3. Approve the application with modifications.

SECTION 4.04 NOTICE OF HEARING

When a public hearing is required by this Resolution, the following procedure shall apply:

1. The Administrative Officer shall publish two notices with at least seven (7) days separating each publication. The first publication shall be no more than twenty-one (21) days prior to the action and no less than three (3) days prior to the action.
2. The public notice shall contain:
 - a. The date, time and place at which the hearing or other action will occur.
 - b. A brief statement of the action under consideration.

SECTION 4.05 CREATION AND AMENDMENT OF DISTRICT BOUNDARIES

- A. Whenever the governing body redefines district boundaries or creates new districts, a public hearing is required.

SECTION 4.06 AMENDMENT OF REGULATIONS

- A. The governing body may amend these regulations. A public hearing is required.

SECTION 4.07 VARIANCES

A. INITIATION

Variances are initiated by the property owner or his designated representative.

B. AREAS OF APPLICATION

1. Any person desiring to erect or increase the height of a structure, permit the growth of a tree, or use his property in violation of the rules adopted under this Resolution may apply to the Board of Airport Hazard Adjustment for a variance from the regulations. The following criteria shall be met:
 - a. Granting of the variance would not result in the creating of a hazard to safe flying operations or to persons and property in the vicinity of the Airport and where the noise and vibrations from normal and anticipated normal Airport operations would not likely cause structural damage.
 - b. A literal application or enforcement of these regulations would result in:
 1. A substantial practical difficulty to the applicant or unnecessary hardship; and,
 2. Granting the variance would not be contrary to the public interest.
 - c. Within the Airport Influence Area a person who obtains a variance for building a structure, or a person who takes or buys property subject to such a variance is put on notice that the Airport existed before the variance was granted and that normal and anticipated normal operations of the Airport will result in noise and vibrations being projected over the property. Furthermore, a person using a structure built under a variance may not collect damages from a local government for interference with the enjoyment of that structure caused by noise and vibrations from normal and anticipated normal Airport operations.

C. PROCEDURE

1. Written applications for variances must be received by the Administrative Officer thirty (30) days in advance of a regular meeting of the Board of Airport Hazard Adjustment. Applications for variances from height restrictions shall be accompanied by a determination from the Federal Aviation Administration as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable airspace.*
2. The Board of Airport Hazard Adjustment shall hold a public hearing. The Administrative Officer shall give notice of the hearing in accordance with Section 4.04 of this Resolution.
3. The Administrative Officer shall deliver a copy of the application and a written recommendation to each member of the Board of Airport Hazard Adjustment before the hearing.
4. Prior to the hearing by the Board of Airport Hazard Adjustment, the Administrative Officer shall deliver a copy of the application to each member of the Airport Administrative Board. In reaching a decision, the Board of Airport Hazard Adjustment shall give consideration to any recommendation made by the Airport Administrative Board, concerning the aeronautical effects of the variance.
5. The applicant or his designated representative shall be present at the hearing. Failure to appear is grounds for disapproval.

D. SPECIAL CONDITIONS

1. Any permit or variance granted may, if such action is deemed advisable to effectuate the purpose of this Resolution and be reasonable in the circumstances, be so conditioned as to require the owner of the structure or tree at issue to install, operate, and maintain, at the owner's expense, such markings and lights as may be necessary. If deemed proper by the Board of Adjustment, this condition may be modified to require the owner to permit the local government at its own expense, to install, operate, and maintain the necessary markings and lights.

*Forms can be obtained from:
Chief Operations, Procedures and Airspace Branch
Air Traffic Division, Federal Aviation Administration,
Aurora, CO 80010

SECTION 4.08 COMPLAINTS AND VIOLATIONS

- A. Whenever a violation of this Resolution occurs, or is alleged to have occurred, any person may file a written complaint, fully stating the causes and basis thereof, with the Administrative Officer. The Administrative Officer shall record the complaint, investigate, and take action thereon as provided by the Resolution. If the Administrative Officer finds that any of the provisions of this Resolution are being violated, he shall submit a written investigation report to the County Attorney.
- B. A violation of this Resolution is a misdemeanor and shall be punishable by a fine not exceeding five hundred dollars (\$500) or imprisonment in the County Jail not exceeding six (6) months, or both.
- C. A local governing body may institute, in any court of competent jurisdiction, any action to prevent, restrain correct or abate any violation of this Resolution.

APPENDIX I

1. USE OF THE JOHNSON-BELL INFLUENCE AREA RESOLUTION

A. INTERPRETATION OF ALLOWABLE USES FOR A SPECIFIC LOCATION WITHIN THE AIRPORT INFLUENCE AREA

1. Present a legal description of the property to the Missoula County Zoning Officer. He will determine what uses are allowed under County Zoning Resolution 76-113.
2. Determine the exact location of the proposed use on the Official Airport Influence Area Map. A registered surveyor may be required to make this determination.
3. If the use falls within the M.E.F. 30 noise contour, then, subject to the restrictions imposed by County Zoning Resolution 76-113, the uses listed in Section 2.06.B.1 of this Resolution would be allowed.
4. If the use falls within the M.E.F. 40 noise contour, exclusive of the M.E.F. 30 noise contour, then, subject to the restrictions imposed by County Zoning Resolution 76-113, the uses listed in Section 2.06.B.2 of this Resolution would be allowed.

B. INTERPRETING ALLOWABLE HEIGHTS OF TREES AND STRUCTURES WITHIN THE AIRPORT INFLUENCE AREA

1. Determine the exact location of the proposed tree or structure on the Official Airport Influence Area Map. A registered land surveyor may be required to make this determination.
2. Determine the ground elevation (M.S.L.) at the exact location of the proposed tree or structure. A registered land surveyor may be required to make this determination.
3. The height restrictive zones listed in Section 2.05 of this Resolution are plotted on the Official Airport Influence Area Map. Determine the most limiting height restrictive zone under which the proposed structure or tree will be located. The maximum height to which a structure could be constructed or a tree permitted to grow would be determined by subtracting the ground elevation at the proposed site from the elevation of the appropriate height restrictive zone at the same point.

UNITED STATES OF AMERICA,)
State of Montana) ss.

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I, FRANK MURRAY, Secretary of State of the State of Montana, do hereby certify that the following is a true and correct copy of SENATE Bill No. 198, Chapter No. 551, Montana Session Laws of 1977, enacted by the Forty-fifth Legislature of the State of Montana, approved by Thomas L. Judge, Governor of said State, on the 11th day of May, 1977, and effective July 1, 1977.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the great Seal of said State.

Done at the City of Helena, the Capital of said State, this 23rd day of May, 1977.

Frank Murray

Frank Murray
Secretary of State

CHAPTER NO. 551
MONTANA SESSION LAWS 1977
SENATE BILL NO. 198

AN ACT REQUIRING LOCAL GOVERNING BODIES TO ADOPT NOISE, HEIGHT, AND LAND USE REGULATIONS FOR AIRPORT INFLUENCE AREAS AND TO IDENTIFY AIRPORT INFLUENCE AREAS AND ESTABLISH CRITERIA FOR THE REGULATION OF NOISE, HEIGHT, AND LAND USE WITHIN THESE AREAS.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. There is a new R.C.M. section numbered 1-724 that reads as follows:

1-724. Legislative finding. It is hereby found that tall trees and structures and certain types of development located in the vicinity of airports endanger the lives and property of users of the airport and of occupants of land in its vicinity. It is also found that the location of tall trees and structures and certain types of development near airports reduce the area available for landing, taking off, and maneuvering aircraft, and increase the likelihood of legal action against a local government for noise nuisance, thus destroying the utility of the airports and the public investment in them. It is therefore the purpose of this act to promote the public health, safety, and general welfare by the development of compatible noise, height, and land use regulations.

Section 2. There is a new K.C.M. section numbered 1-725 that reads as follows:

1-725. Definitions. (1) The definitions in 1-102 apply to this act.

(2) In this act the following definitions also apply:

(a) "Airport influence area" means all land in the proximity of an airport, the use of which may be affected by the airport's existence.

(b) "Airport" means, for the purpose of this act, only those airports included on the National Airport System Plan.

(c) "Local government" means any county or incorporated city or town having an airport influence area partially or entirely within its jurisdictional limits.

Section 3. There is a new R.C.M. section numbered 1-726 that reads as follows:

1-726. Designation of airport influence areas. (1) A local government with an airport shall designate an airport influence area around the airport within 3 years from the effective date of this act. The designation shall be based on federal aviation administration rules and guidelines. However, no airport influence area may extend more than 10,000 feet out from the thresholds of the primary instrument approach runway or exceed 1 mile in width on each side of the primary instrument approach runway and its extended centerline. A public hearing shall be held by the local government following the procedure prescribed in 1-730.

(2) A map of the designation shall be filed with the county clerk and recorder of the affected counties and the city clerk of the affected cities and towns.

Section 4. There is a new R.C.M. section numbered 1-727 that reads as follows:

1-727. Temporary effect of designation. Upon the designation of an airport influence area, the use of land within the airport influence area shall be restricted as to height consistent with part 77, federal aeronautics regulations, until rules are adopted pursuant to this act. This restriction does not affect nonconforming uses and areas already zoned on July 1, 1977, and may not be imposed for a period of more than 1 year. After the designation of an airport influence area, no person may recover from a local government damages caused by noise and vibrations from normal and anticipated normal airport operations.

Section 5. There is a new R.C.M. section numbered 1-728 that reads as follows:

1-728. Development of criteria by a local government. (1) The local government shall devise criteria and guidelines for regulation of the airport influence area.

(2) The criteria and guidelines for noise regulations shall be designed to promote the public health, safety, and general welfare and the criteria and guidelines for height and land use regulations shall be designed solely to promote the public safety. The criteria and guidelines shall, at the minimum, give reasonable consideration to, among other things:

(a) the safety of airport users and persons and property in the vicinity of the airport;

(b) the character of the flying operations conducted or expected to be conducted at the airport;

(c) the magnitude and duration of noise produced by aircraft and the number of aircraft flybys;

(d) the nature of the terrain;
 (e) the future development of the airport;
 (f) the views and mandates of the federal agency charged with the fostering of civil aeronautics as to the aerial surfaces necessary for safe flying operations.

Section 5. There is a new R.C.M. section numbered 1-728 that reads as follows:

1-728. Adoption of rules. Within 1 year of the designation of an airport influence area, each local government affected shall adopt and provide for the administration of rules restricting the height to which structures may be erected and trees allowed to grow within the airport influence area.

Section 7. There is a new R.C.M. section numbered 1-730 that reads as follows:

1-730. Public hearing on rules. Before a local government adopts or amends rules governing the airport influence area, it must hold a public hearing thereon. Unless otherwise specifically provided, when notice of a hearing or other official act is required by this title, the following shall apply:

(1) The notice shall be published two times with at least 7 days separating each publication. The first publication shall be no more than 21 days prior to the action and the last no less than 3 days prior to the action.

(2) The published notice shall contain:

(a) the date, time, and place at which the hearing or other action will occur;

(b) a brief statement of the action to be taken.

Section 8. There is a new R.C.M. section numbered 1-731 that reads as follows:

1-731. State lands. When an airport influence area lies partially or entirely on state-owned lands, the department of state lands shall administer the affected lands in conformance with the criteria and guidelines prescribed by the local governing body.

Section 9. There is a new R.C.M. section numbered 1-732 that reads as follows:

1-732. Amendment of criteria -- redesignation of influence areas. (1) When circumstance so requires, the local government may amend the criteria and guidelines.

(2) The local government may redefine the boundaries of the influence area of an airport whenever an amendment to the criteria and guidelines so requires or whenever the airport site boundaries are altered.

Section 10. There is a new R.C.M. section numbered 1-733 that reads as follows:

1-733. Variance. (1) Any person desiring to erect or increase the height of a structure, permit the growth of a tree, or use his property in violation of the rules adopted pursuant to this act may apply to board of airport hazard adjustment for a variance from the rules.

(2) A variance shall be granted where a literal application or enforcement of the rules would result in substantial practical difficulty or unnecessary hardship and where the variance would not be contrary to the public interest.

(3) A variance shall be granted for a nonconforming use where there is no immediate hazard to safe flying operations or persons and property in the vicinity of the airport and where the noise or vibrations from normal and anticipated normal operations of the airport would not be likely to cause structural damage.

(4) Within an airport influence area a person who obtains a variance for building a structure which is a nonconforming use under rules adopted pursuant to this act or a person who takes or buys property subject to such a variance is on notice that the airport existed before the variance was granted and that normal and anticipated normal operations of the airport will result in noise and vibrations being projected over the property. Furthermore, a person using a structure built under a variance may not collect damages from a local government for interference with the enjoyment of that structure caused by noise and vibrations from normal and anticipated normal airport operations.

Section 11. There is a new R.C.M. section numbered 1-734 that reads as follows:

1-734. Permit system. (1) The rules adopted pursuant to this act shall provide for a permit system for erecting new structures, changing uses of land or structures, and substantially altering, repairing, or replacing existing structures within the airport influence area.

(2) No material change may be made in the use of land and no structure or tree may be erected, altered, planted, or otherwise established in an airport influence area unless a permit for the use has been granted.

(3) No permit may be granted which would allow the establishment of an airport hazard or that would allow a nonconforming use, structure, or tree to become a greater hazard to air navigation than it was on the effective date of the designation of the airport influence area or any subsequent revisions to it or than it was prior to the application for a permit.

Section 12. There is a new R.C.M. section numbered 1-735 that reads as follows:

1-735. Conditions on permit or variance. Any permit or variance granted pursuant to this act may require the owner of the structure or tree in question to permit the local government, at its expense, to install, operate, and maintain the lights and markers necessary to warn pilots of the presence of an airport hazard.

Section 13. There is a new R.C.M. section numbered 1-736 that reads as follows:

1-736. Board of adjustment. (1) All rules adopted pursuant to this act shall provide for a board of airport hazard adjustment consisting of five members to be appointed for terms and in the manner provided in 11-2707.

(2) All of the provisions of 11-2707 relating to appeals and judicial review are applicable to grievances relating to rules, variances, or permits.

(3) Where a local government has appointed a board of adjustment under the provisions of 11-1767 or 16-4706, the local government may designate the members of that board as the board of airport hazard adjustment required by this act in which case the terms of such members for purposes of this act are concurrent with their terms as members of the board of adjustment.

Section 14. There is a new R.C.M. section numbered 1-737 that reads as follows:

1-737. Rules relative to zoning ordinances. (1) If a local government has adopted a zoning ordinance, any rules adopted under this act may be made a part of the zoning ordinance and may be administered and enforced in connection with it. However, the zoning ordinance may not limit the effectiveness or scope of the rules adopted pursuant to this act.

(2) Where a conflict exists between the rules adopted pursuant to this act and any zoning ordinances or resolutions applicable to the same area, the more stringent limitation or requirement shall prevail.

Section 15. There is a new R.C.M. section numbered 1-738 that reads as follows:

1-738. Rules to be reasonable -- prior nonconforming uses. All rules adopted under this act shall be reasonable and may not require the removal or alteration of any structure or tree lawfully in existence when the rules become effective. Such uses are to be treated as prior nonconforming uses, which may continue but rules may prohibit their expansion or their reconstruction or replacement following destruction or substantial damage. Rules may further require that trees in place at the time the rules take effect be maintained by the local government, at its expense, at heights attained at that time. Land in existing residential subdivisions or platted for residential subdivision at the time rules are adopted may continue to be used for residential purposes.

Section 16. There is a new R.C.M. section numbered 1-739 that reads as follows:

1-739. Penalty -- court action. (1) Any person who violates any provision of this act or any rules adopted pursuant to it is guilty of a misdemeanor and punishable by a fine not to exceed \$500, imprisonment in a county jail for a period not to exceed 6 months, or both. Each day a violation continues to exist constitutes a separate offense.

(2) A local governing body may institute in any court of competent jurisdiction an action to prevent, restrain, correct, or abate any violation of this act or the rules adopted under it.

Section 17. Severability. If a part of this act is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this act is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

426938

I received and filed this instrument for record on the 7 day of July 1976 at 3:30 o'clock P. M. and it is recorded in Vol. 121 of Micro. Records of the County of Missoula, State of Montana, on page 1319 Fee no fee
 Paid Return By Re. File Address By Deanna Cole Deputy
 Witness my hand, Roberta Frank, County Recorder

12/18
Vol 135 PAGE 474

RESOLUTION NO. 78-187

A RESOLUTION AMENDING THE AIRPORT INFLUENCE AREA RESOLUTION 78-96.

WHEREAS, the Board of County Commissioners adopted the Airport Influence Area Resolution 78-96; and,

WHEREAS, certain amendments have been proposed which address the concerns of property owners in the airport area while maintaining the objectives of the Resolution; and,

WHEREAS, Section 4.06 of Resolution 78-96 provides for the amending of its provisions; and,

WHEREAS, a public hearing was held on December 6, 1978, to review and receive public comment on these amendments.

NOW, THEREFORE, BE IT RESOLVED, that Section 2.068.2. of Resolution 78-96 is hereby amended by additions (Pages II-6 to II-10) attached herewith.

PASSED AND ADOPTED THIS 6th DAY OF DECEMBER, 1978.

SIGNED 12/18/78

BOARD OF COUNTY COMMISSIONERS
Missoula County, Montana

Ludvig G. Broman
Ludvig G. Broman, Chairman

ATTEST:

Wilfred V. Thibodeau
Wilfred V. Thibodeau, Commissioner

Cheri A. Brouse, Clerk
Clerk and Recorder

Jim Waltermire
Jim Waltermire, Commissioner

6. Single-Family Dwellings are permitted uses where current county zoning allows such uses. These dwellings must conform to the following standards:

A. The structure shall have a graduated Noise Level Reduction standard (NLR) of 25 decibels of a standard noise source from the exterior to the interior of the structure.

1 Compliance

Compliance with the following standards shall be deemed to meet the requirements in which an NLR 25 is specified.

2 General

- a. Brick veneer, masonry blocks or stucco exterior walls shall be constructed airtight. All joints shall be grouted or caulked airtight.
- b. At the penetration of exterior walls by pipes, ducts, or conduits the space between the wall and pipes, ducts or conduits shall be caulked or filled with mortar.
- c. Window and/or through-the-wall ventilation units shall not be used.
- d. Through-the-wall/door mail boxes shall not be used.

3 Exterior Walls

- a. Exterior walls other than as described in this section shall have a laboratory sound transmission class rating of at least STC-39.
- b. Masonry walls having a surface weight of at least 25 pounds per square foot do not require a furred (stud) interior wall. At least one surface of concrete block walls shall be plastered or painted with heavy "bridging" paint.
- c. Stud walls shall be at least 4" in nominal depth and shall be finished on the outside with siding-on-sheathing, stucco or brick veneer.
 - (1) Interior surface of the exterior walls shall be of gypsum board or plaster at least 1/2" thick, installed on the studs.
 - (2) Continuous composition board, plywood or gypsum board sheathing at least 1/2" thick shall cover the exterior side of the wall studs behind wood, or metal siding. Asphaltic or wood shake shingles are acceptable in lieu of siding.
 - (3) Sheathing panels shall be butted tightly and covered on the exterior with overlapping building paper. The top and bottom edges of the sheathing shall be sealed.

- (4) Insulation material at least 2" thick shall be installed continuously throughout the cavity space behind the exterior sheathing and between wall studs. Insulation shall have a minimum R-11 value.

4 Windows

- a. Windows other than as described in this section shall have a laboratory sound transmission class rating of at least STC-28.
- b. Glass shall be at least 3/16" thick or of the twin pane insulated type.
- c. All operable windows shall be weather stripped and airtight when closed so as to conform to an air infiltration test not to exceed 0.5 cubic foot per minute per foot of crack length in accordance with ASTM E-283-65-T.
- d. Glass of fixed sash windows shall be sealed in an airtight manner with a non-hardening sealant, or a soft elastomer gasket or glazing tape.
- e. The perimeter of window frames shall be sealed airtight to the exterior wall construction with a sealant conforming to one of the following Federal Specifications: TT-S-00227, TT-S-00230, or TT-S-00153.
- f. The total area of glass in both windows and doors in sleeping spaces shall not exceed 20% of the floor area.

5 Doors

- a. Doors, other than as described in this section shall have a laboratory sound transmission class rating of at least STC-28.
- b. All exterior side-hinged doors shall be solid-core wood or insulated hollow metal at least 1-3/4" thick and shall be fully weather stripped.
- c. Exterior sliding doors shall be weather stripped with an efficient airtight gasket system with performance as specified in Section 1-4C. The glass in the sliding doors shall be at least 3/16" thick.
- d. Glass in doors shall be sealed in an airtight non-hardening sealant, or in a soft elastomer gasket or glazing tape.
- e. The perimeter of door frames shall be sealed airtight to the exterior wall construction as described in Section 1-4E.

6 Roofs

- a. Combined roof and ceiling construction other than described in this section and Section 1-7 shall have a laboratory sound transmission class rating of at least STC-39.
- b. With an attic or rafter space at least 6" deep, and with a ceiling below, the roof shall consist of closely butted 1/2" plywood or roofing plank topped by roofing as required.

- c. Window or dome skylights shall have a laboratory sound transmission class rating of at least STC-28.

7 Ceilings

- a. Gypsum board or plaster ceilings at least 1/2" thick shall be provided where required by Paragraph 1-68 above. Ceilings shall be substantially airtight, with a minimum number of penetrations.

8 Floors

Openings to any crawl spaces below the floor of the lowest occupied rooms shall not exceed 2% of the floor area of the occupied rooms.

9 Ventilation

- a. A mechanical ventilation system shall be installed that will provide the minimum air circulation and fresh air supply requirements for various cases uses in occupied rooms without the need to open any windows, doors, or other openings to the exterior.
- b. Gravity vent openings in attic shall not exceed code minimum in number and size.
- c. If a fan is used for forced ventilation, the attic inlet and discharge openings shall be fitted with sheet metal transfer ducts of at least 20 gauge steel, which shall be lined with 1" thick coated glass fiber, and shall be at least 5 ft. long with one 90 degree bend.
- d. All vent ducts connecting the interior space to the outdoors, excepting domestic range exhaust ducts, shall contain at least a 5 ft. length of internal sound absorbing duct lining. Each duct shall be provided with a bend in the duct such that there is no direct line of sight through the duct from the venting cross section to the room-opening cross section.
- e. Duct lining shall be coated glass fiber duct liner at least 1" thick.
- f. Domestic range exhaust ducts connecting the interior space to the outdoors shall contain a baffle plate across the exterior termination which allows proper ventilation. The dimensions of the baffle plate should extend at least one diameter beyond the line of sight into the vent duct. The baffle plate shall be of the same material and thickness as the vent duct material.
- g. Fireplaces shall be provided with well-fitted dampers.

Verification of Building Noise Level Reduction

Whenever it appears that variations from sound-isolation features in the approved plan were employed in the building construction, the Building Inspector may deny the Certificate of Occupancy or, prior to issuing the Certificate of Occupancy, require at the expense of the owner, field tests by a Qualified Acoustical Consultant to verify the noise level reduction (NLR) of the building. The report of verification shall be filed with the Building Inspector and include a description of the verification method, measurement instrumentation and the results of the noise level reduction-measurements.

The noise level reduction requirements of Chapter IV should be satisfied for each occupied room. For the purposes of verification, it would suffice to test only in those occupied rooms in which exterior noise is most likely to penetrate.

Verification Test Procedure

For the purpose of verifying compliance with the noise level reduction requirements in a completed building, aircraft noise prevailing outside the building may be used as the sound source.

Using the noise signal generated by an individual aircraft operation (flyover event), outside and inside noise levels should be measured simultaneously. The difference between the maximum noise levels measured outside and inside the room for the flyover event should be taken as the measured NLR for the flyover event, provided that the maximum inside noise level exceeds by at least seven decibels the background noise level in the absence of the flyover.

The NLR shall be determined for at least four flyover events for each room tested. The resulting NLR value assigned to the room should be the arithmetic average of the individual flyover event NLR values.

For occupied rooms, the inside noise level should be measured with a single microphone four feet above the floor near the center of the room.

The outside noise level should be measured at an unobstructed location approximately five feet above the level of the floor of the room under the test and eight feet outside the exterior wall most directly exposed to the aircraft noise source, near the center of the wall.

For structures in which several rooms are to be evaluated, the tests need be conducted only for those rooms whose exterior walls are most directly exposed to the noise source. If noise level reduction requirements are met for these rooms, the tests need not be repeated for rooms of similar construction which are not as directly exposed to the flyover event.

It will usually be sufficient to conduct tests in two rooms. One of the rooms to be tested should be the bedroom most directly exposed to aircraft noise. The other room to be tested should be either the living room, dining room or family room, whichever is most directly exposed to the aircraft noise source.

135 479

When the noise level reduction is measured in an unfurnished room or a room furnished less than normally, the adjusted noise level reduction should be computed by adding ten times the logarithm to the base ten of the ratio of the floor area of the room to the sound absorption in the unfurnished room, but in any event, such correction should not exceed two decibels. The adjusted noise level reduction value should be used in determining compliance with the NLR requirements. If the noise level reduction is measured in a furnished room, no adjustment in the noise level reduction shall be made.

The noise levels measured outside and inside the room under test may be observed directly by simultaneously reading the maximum noise levels on two sound level meters. Alternatively, the outside and inside flyover event noise signals shall be recorded on magnetic tape with noise level reduction determined by analysis of the recorded signals. In either case, the two measuring systems used for outside and inside noise measurements must each satisfy the requirements for a Type 2 sound level meter according to ANSI S1.13-1971 (or latest revisions thereof). Further, the two systems are to be calibrated prior to and following the flyover events so that they indicate the same sound level, within one decibel, for the same noise, using suitable calibration procedures as specified by the sound level meter manufacturer.

To Be Attached to Permit:

Warning and Disclaimer of Liability

I understand that I am building or proposing to build within the Airport Influence Area and that I may experience noise or vibration caused by normal or anticipated normal airport operation. Such damage caused me, if there be any, shall not be attributable to Missoula County and I hereby waive any claims or causes of action against Missoula County for such damage.

941568

I received and read this instrument for record on the 2 day of Mar 19 79 at 2:15 o'clock P.M. and it is recorded in Vol 135 of Micro Records of the County of Missoula, State of Montana, on page 479 for 20 years.
Part 1 refers to _____
Address _____ _____
By _____ Deputy



200508286

Page: 1 of 5

04/12/2005 04:00P

Bk-750 Pg-919

Missoula County Vickie M Zeier NOT

After recording return to:
Carolynn M. Fagan
Sullivan, Tabaracki & Rhoades, PC
1821 South Ave. West
Missoula, MT 59801
(406) 721-9700

NOTICE OF AIRPORT INFLUENCE AREA BOUNDARIES

WHEREAS, pursuant to Montana Code Annotated § 67-4-201, Missoula County created an Airport Influence Area by Resolution No. 78-96 (Book 121 Micro Records, Page 1391), 78-187 (Book 135 Micro Records, Page 474) and 87-021 (Book 255 Micro Records, Page 2383);

WHEREAS, the above referenced Resolutions provide criteria and guidelines to control noise sensitive land uses and the height of structures and trees within the airport influence area;

WHEREAS, Missoula International Airport is operated by the Missoula County Airport Authority (the "Authority") pursuant to Title 67, Chapter 11, Montana Code Annotated; and

WHEREAS, the AUTHORITY desires to give notice to the public and those owning or purchasing real property within the Airport Influence Area of the provisions of the above-referenced Resolutions;

NOW, THEREFORE, the Authority gives notice of the boundaries of the Airport Influence Area. Pursuant to Montana Code Annotated § 67-4-202, "After the designation of an airport influence area, a person may not recover from a local government, an airport authority, an airport operator, or an airport owner damages caused by noise and vibrations from normal and anticipated normal airport operations."



200508286
Page: 2 of 5
04/12/2005 04:00P
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Attached to this Notice, as Exhibit "A", is a legal description and map setting forth the boundaries of the Airport Influence Area.

DATED this 11 day of April, 2005.

MISSOULA COUNTY AIRPORT AUTHORITY

By: [Signature]
Joe Easton
Acting Director

State of Montana)
) ss.
County of Missoula)

This instrument was acknowledged before me by Joe Easton, on behalf of the Missoula County Airport Authority, this 11 day of April, 2004.



Catherine L. Tortorelli
Notary Public for the State of Montana
Printed Name: CATHERINE L. TORTORELLI
Residing at: MISSOULA
My commission expires: 5-6-2007

EXHIBIT "A"

MISSOULA INTERNATIONAL AIRPORT INFLUENCE AREA

LEGAL DESCRIPTION

A tract of land located in Sections 6, 7, 8 and 18, Township 13 North, Range 19 West, Sections 1, 2, 3, 4, 10, 11, 12, 13 and 14, Township 13 North, Range 20 West, Sections 21, 22, 26, 27, 28, 32, 33, 34, 35 and 36, Township 14 North, Range 20 West, Principal Meridian Montana, Missoula County Montana, being that land area described in Missoula County Commissioners Resolution No. 78-96 and being further described as:

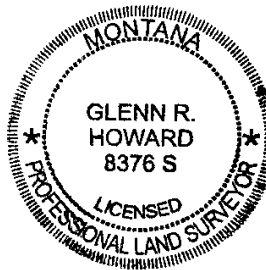
Commencing at the section corner common to Sections 1 and 2, Township 13 North, Range 20 West and Sections 35 and 36, Township 14 North, Range 20 West, Principal Meridian Montana, thence S58°30'33"E, 14146.35 feet to the most easterly corner of the Airport Influence Area, the true point of beginning, the section corner common to Sections 5, 6, 7 and 8, Township 13 North, Range 19 West bears approximately N35°03'31"W, 2583.58 feet; thence S40°27'54"W, 10560.00 feet to the most southerly corner of the Airport Influence Area, the southeast corner of Section 13, Township 13 North, Range 20 West bears approximately S09°25'14"E, 529.13 feet; thence N49°32'06"W, 29499.71 feet to the most westerly corner of the Airport Influence Area, the southeast corner of Section 32, Township 14 North, Range 20 West bears approximately S19°49'31"E, 3967.17 feet; thence N40°27'54"E, 10560.00 feet to the most northerly corner of the Airport Influence Area; thence S49°32'06"E, 29499.71 feet to the point of beginning. Containing 7,151 acres more or less and being subject to all easements, dedications or reservations shown, existing or of record.

SURVEYORS STATEMENT

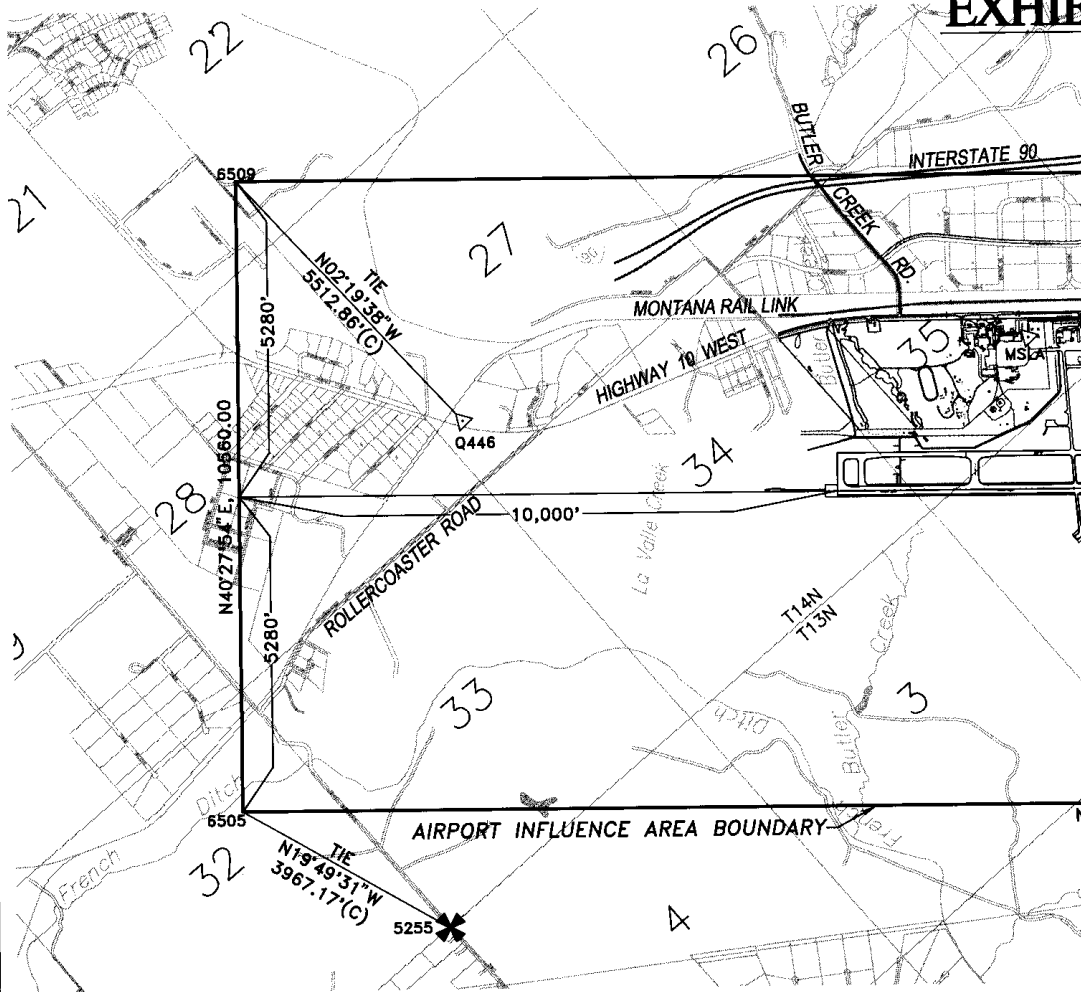
This exhibit "A" is a correct representation and depiction of Missoula International Airport influence area as prepared by me or under my direct supervision. This exhibit represents the size and dimensions of the airport influence area as adopted under Missoula County resolution no. 78-96 on July 5, 1978 and amended December 6, 1978. The dimensions are referenced under section 1.05 (definitions), line item 9. (airport influence area) and also referenced under chapter II (airport land use districts) section 2.01 (purposes).

BY: Glenn R. Howard
GLENN R. HOWARD, P.L.S.

2/16/05
DATE

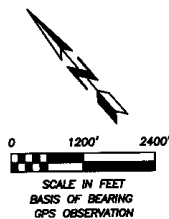


EXHIB



NAME	GEODEIC COORDINATES		MT STATE PLANE NAD83(1999)		LOCAL COORDINATES		DESC
	LATITUDE	LONGITUDE	NORTHING	EASTING	NORTHING	EASTING	
6500	46°54'04.1423"N	114°02'00.8298"W	304583.088	254965.986	1000096.85	837033.89	CALCULATE
6504	46°52'44.8920"N	114°03'39.3499"W	302262.614	252738.962	992062.58	830180.62	CALCULATE
6505	46°55'53.7855"N	114°09'02.5827"W	308483.879	246256.643	1011207.41	807737.17	CALCULATE
6509	46°57'13.1127"N	114°07'23.8988"W	310804.353	248483.667	1019241.49	814590.44	CALCULATE
5120	46°54'25.0235"N	114°02'21.9777"W	305252.566	254552.494	1002211.48	835549.84	2 1/4" BI
5147	46°52'39.7404"N	114°03'38.1057"W	302102.358	252755.983	991540.58	830287.22	1 1/2" BI
5255	46°55'16.9650"N	114°08'43.1598"W	307325.174	246599.169	1007475.40	809082.69	2 1/4" BI
5426	46°55'17.1182"N	114°04'54.3060"W	307045.029	251430.125	1007488.18	824970.97	2 1/2" BI
5609	46°53'08.2298"N	114°02'47.5409"W	302917.927	253875.238	994429.00	833778.96	5/8" REB
MSLA	46°55'27.8666"N	114°05'24.6453"W	307413.711	250809.135	-1008575.19	822864.65	3 1/4" BI
Q446	46°56'18.7534"N	114°07'20.6391"W	309125.579	248453.472	1013733.17	814814.31	STAINLESS
R002	46°54'22.9605"N	114°03'11.3618"W	305249.598	253506.055	1002000.52	832120.50	2 1/2" AI

NOTE: THE LOCAL NORTH AND EAST COORDINATES ARE GROUND COORDINATES ON A TRUE BEARING, DERIVED FROM MOI PLANE COORDINATES (METER) USING A COMBINED SCALE FACTOR OF .999241 X 3.280839895 (METER TO GROUND SI GRID BEARING ROTATION OF -3°21'27.8" AT POINT MSLA).



BY	DATE	REVISION DESCRIPTION

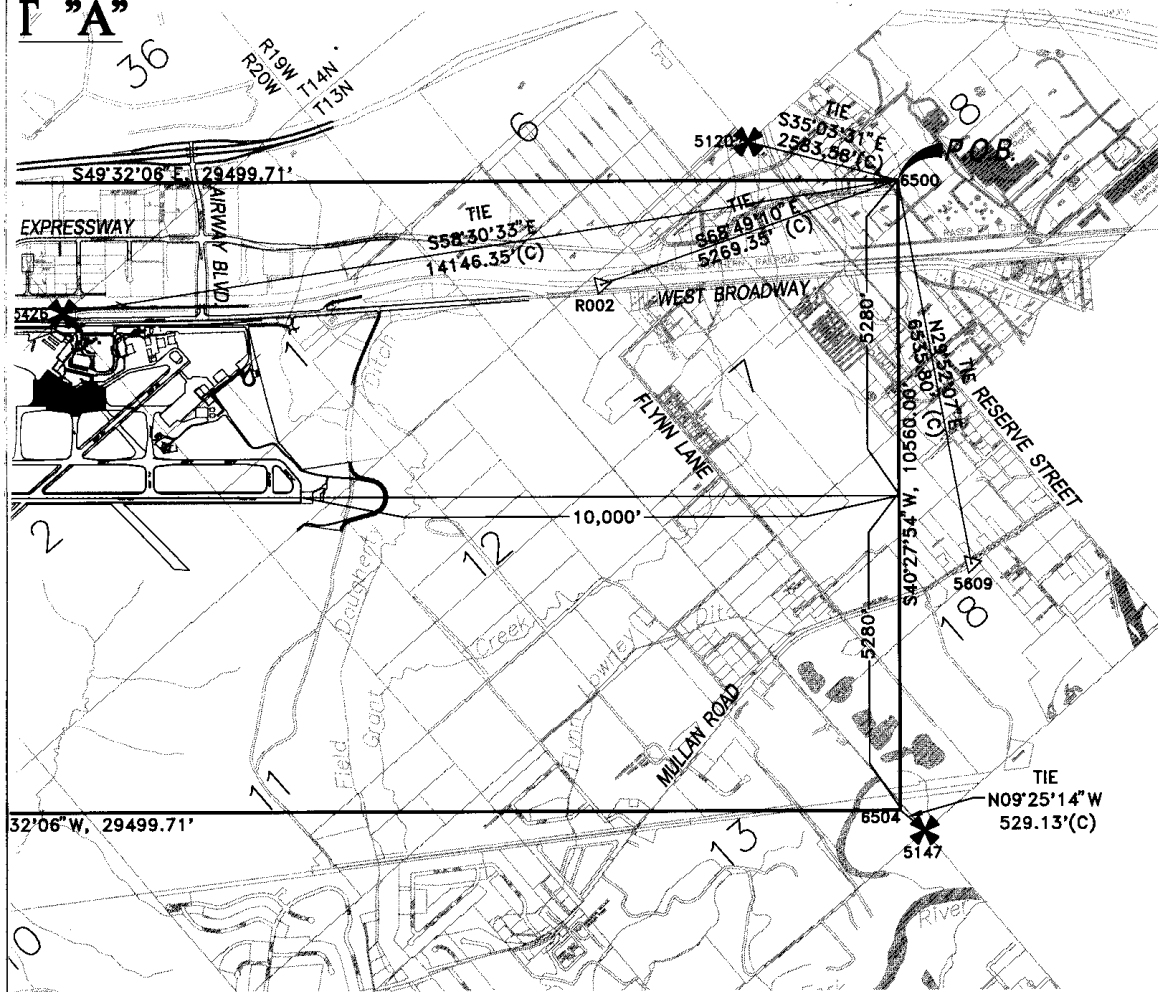
DESIGN	PROJ. NO. 4827
DRAWN	DATE 2/2/2008
CHECKED	

D&A, P.C.
CONSULTING ENGINEERS & LAND SURVEYORS
2855 Powell Blvd., Lincoln, Nebraska 68503-9901
Phone: 402/733-4330 Fax: 402/648-0271

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Page 4 of 5
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Missoula County Vickie H Zeiler NOT
BK-750 Pg-919

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LEGEND



SECTION CORNER



EXISTING MONUMENT (REFER TO MISSOULA COUNTY SURVEYORS OFFICE FOR MONUMENT LOCATION DESCRIPTION)

(C) COMPUTED

NOTES

- 1) THIS EXHIBIT REPRESENTS A GRAPHICAL LOCATION OF THE AIRPORT INFLUENCE AREA, IN RELATION TO THE MISSOULA COUNTY GIS BASE MAPS, AND WAS DEVELOPED USING EXISTING SURVEY AND MAPPING RECORDS.
- 2) SECTION CORNERS AND MONUMENT TIES ARE BASED ON A COMBINATION OF DJ&A, P.C. FIELD SURVEYS AND CALCULATIONS USING THE MISSOULA COUNTY SURVEYORS OFFICE STATE PLANE COORDINATE POSITIONS.
- 3) THE AIRPORT INFLUENCE AREA BOUNDARY DIMENSIONS ARE BASED ON MISSOULA COUNTY COMMISSIONERS RESOLUTION No. 78-96.

HA STATE
 (7) AND



200508286
 Page: 5 of 5
 04/12/2005 04:00P
 Bk-750 Pg-919

Missoula County Vickie M Zeier NOT

PREPARED FOR :
 MISSOULA INTERNATIONAL AIRPORT
 MISSOULA, MONTANA

MISSOULA INTERNATIONAL AIRPORT
 INFLUENCE AREA

SHEET
 OF
 1 1

CONVEYANCE OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

I VOL 147 PAGE 1447

That I, we Edward K. and Marifrances Courtney of Missoula County, State of Montana, in consideration of enhancing electric service and other valuable consideration, the receipt whereof is hereby acknowledged do hereby grant, warrant and convey unto the Missoula Electric Cooperative, Inc., a corporation, whose post office address is Missoula, Montana, and to its successors and assigns, the right, privilege and authority to enter in and upon OUR lands situated in the County of Missoula State of Montana, and described as follows, to-wit:

To locate a 3 phase overhead distribution line, as presently staked, on the east side of the Flynn Lane Co. Road, approximate to the existing fence line, in the NW1/4, NE1/4, NW1/4, Section 18, T13N, R19W, H.P.M.

AND TO INCLUDED THE LANDOWNERS SPECIFICATIONS ON TREE TRIMMING ON THE SAID PROPERTY WHEN TREE TRIMMING IS DEEMED NECESSARY BY THE COOPERATIVE

and to erect, construct, or bury and to operate, replace, repair retire and maintain over and across said lands and in or upon all roads, streets or highways abutting or in any way adjoining said property, a power line or system as now planned in suitable structural form, including the right to trim any trees along said lines ~~so as to keep the wires cleared at least 10 feet~~ AS STATED ABOVE.

TO HAVE AND TO HOLD the same unto the said grantee and its successors and assigns forever.

IN WITNESS WHEREOF, WE have hereunto subscribed OUR name S and seal this 31 ST day of OCTOBER, A.D. 19 79

Witness:

Michael Satterly

Edward K. Courtney

Marifrances Courtney

STATE OF MONTANA
County of Missoula

On this 31 ST day of OCTOBER 19 79, before me, MICHAEL SATTERLY, Notary Public for the State of

MONTANA personally appeared EDWARD K. & MARIFRANCES COURTNEY known to me to be the person S whose name S ARE subscribed to the within instrument, and acknowledged to me that THEY executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate



Michael Satterly

Notary Public for the State of
Residing at
My Commission expires

NOTARY PUBLIC for the State of Montana
Residing at Missoula, Montana
My Commission Expires June 20, 1981

457655

I received and filed this instrument for record on the 6 day of Nov. 1979 at Missoula, Montana, in Vol. 147 of Micro Records of the County of Missoula, State of Montana, on page 1447.
Return to General Engineering, Inc. Witness my hand, I am Notary Public
Address 205 E. 3rd St. Michael Satterly Deputy

CONVEYANCE OF EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

VOL 147 PAGE 1449

That I, we Elmer and Mary Flynn of
Missoula County, State of Montana, in consideration of enhancing
electric service and other valuable consideration, the receipt whereof is hereby acknowledged do hereby grant, warrant and
convey unto the Missoula Electric Cooperative, Inc., a corporation, whose post office address is Missoula, Montana, and to
its successors and assigns, the right, privilege and authority to enter in and upon OUR lands situated in
the County of Missoula State of Montana, and described as follows,
to wit:

-To locate a 3 phase overhead power distribution line, as presently staked, on
the east side of the Flynn Lane Co. Road, running approximate to the existing
fence line and crossing at the junction of the Mullen Road and the Flynn Lane
Co. Road, to the south side of said junction, all of the above being in the
NW1/4, Section 18, T13N, R19W, M.P.M.

-AND TO INCLUDE TRIMMING OF TREES TO LANDOWNERS SPECIFICATIONS
WHEN TREE TRIMMING IS DEEMED NECESSARY BY THE COOPERATIVE.

-AND THE PROCUREMENT OF ALL POLES RETIRED FROM THE
CONSTRUCTION NOW PLANNED ALONG SAID PROPERTY.

and to erect, construct, or bury and to operate, replace, repair retire and maintain over and across said lands and in or upon
all roads, streets or highways abutting or in any way adjoining said property, a power line or system as now planned in
suitable structural form, including the right to trim any trees along said lines so as to keep the wires cleared at least 10 feet
AS MENTIONED ABOVE.

TO HAVE AND TO HOLD the same unto the said grantee and its successors and assigns forever.

IN WITNESS WHEREOF, WE have hereunto subscribed OUR name S. and seal
this 3RD day of NOVEMBER, A.D., 19 79

Witness:

Michael Satterly Elmer Flynn
Mary A. Flynn

STATE OF MONTANA ss.
County of Missoula

On this 3RD day of NOVEMBER, 19 79, before
me, MICHAEL SATTERLY, Notary Public for the State of
MONTANA personally appeared ELMER & MARY FLYNN
known to me to be the person S. whose name ARE subscribed to the within instrument, and acknowledged
to me that THEY executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate



Michael Satterly
Notary Public for the State of
Residing at
My Commission expires
NOTARY PUBLIC for the State of Montana
Residing at Missoula, Montana
My Commission Expires June 20, 1981

457657

I received and filed this instrument for record on the 6 day of Dec., 19 79 at 11:00 A.M. and it
is recorded in Vol. 147 of Micro. Records of the County of Missoula, State of Montana, on page 444 Fee 20
Paid OK Return to General Engineering Witness my hand, Fern Hart, County Recorder
Address 215 S. 3rd St. Mary Satterly Deputy

c 20.9

SANITARY SEWER LINE EASEMENT

This instrument, made this 11 day of April, 2001, by and between Flynn Family Limited Partnership, of Missoula, Montana, Grantor and the City of Missoula, a municipal corporation in the County of Missoula, State of Montana, Grantee.

WITNESSETH

Grantor, being the lawful owner of Tract 2 of Certificate of Survey No. 5023, Missoula County, Montana, located in NW¼ Section 18, T. 13 N., R. 19 W., P.M.M. over which the following sanitary sewer line easement crosses, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby designate, grant and convey to the Grantee, its successors and assigns a sanitary sewer line easement for the purposes of installing sanitary sewer lines, under, along and across that certain real property located in Missoula County, Montana, and more particularly described on the attached Sanitary Sewer Line Easement Exhibit.

Grantor does hereby designate, grant and convey a sanitary sewer line easement for the purpose of constructing, maintaining, improving, repairing and removing sanitary sewer lines and related appurtenances. This conveyance shall be subject to the conditions that the Grantee or its assigns shall have the right at all times to enter upon such easement for the purpose of constructing, maintaining, improving, repairing or removing sanitary sewer lines and related appurtenances and shall have the right to reasonable entry upon and temporary use of the property, immediately adjacent to said easement for necessary activities related to constructing, maintaining, improving, repairing or removing sanitary sewer lines and related appurtenances, provided, however, that the Grantee or its assigns shall make only such excavation as is reasonably necessary for the installation, maintenance, improvements, repair or removal of said lines, that said lines shall be placed only within said easement, and that each time it is necessary to enter upon said premises for the above-described purposes, fences shall be removed and replaced and the surface of the property shall be restored to its original condition by the Grantee as promptly as possible.

In the event these sanitary sewer lines and manholes are permanently removed and/or abandoned, this easement will terminate.

Grantor agrees and understands that this easement, which will be recorded with the Missoula County Clerk and Recorder, shall run with and shall be binding upon successors and assigns of the Grantor.

Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey it, or any part hereof.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year in this instrument first above written.



Missoula County Vickie M Zeier E

200305952

Page: 1 of 4

02/21/2003 10:57A

Bk-699 Pg-1433

Flynn Family Limited Partnership.
A Montana limited partnership

By Flynn Management Corporation

By: Colleen E. McKinley, its President co-vice presidents
its General Partner

M.F.C.
S.W. CFM

ACKNOWLEDGMENT

State of Montana
County of Missoula

This instrument was acknowledged before me on April 11, 2001, by Mary A. Flynn
as President of Flynn Management Corporation, the General Partner of Flynn Family Limited
Partnership.



Gerald W. Steinbrenner
Notary Public for the State of Montana
My commission expires: 12/31/2003
Gerald W. Steinbrenner

CITY OF MISSOULA - ACCEPTANCE

BY: Mar Kulis Date: 1-29-03
Mayor

ATTEST:
BY: Martha A. Ruff Date: 2/5/03



Missoula County Vickie M Zeier E

200305952
Page: 2 of 4
02/21/2003 10:57A
Bk-899 Pg-1433

TRACT 1
COS 4490

TRACT 2
COS 4490

S89°48'50"W 745.31'

POINT OF
BEGINNING

POINT OF
COMMENCEMENT

FLYNN LANE

TRACT 1
COS 5023

S03°20'11"W S15°54'01"W
161.19'
142.41'

S12°54'33"E
129.95'

10' 10'

S09°30'58"W
494.30'

TRACT 2
COS 5023

S03°22'47"W
228.31'

S07°17'02"E
231.35'

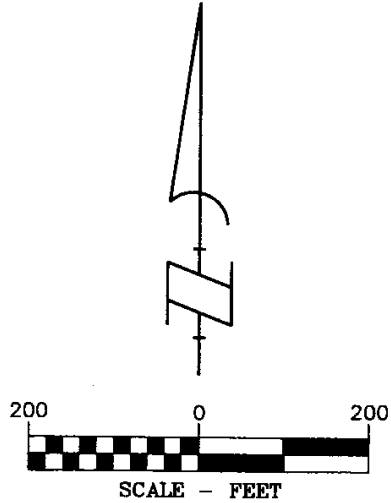
S22°44'43"W
170.31'

POINT OF
TERMINUS

R=5769.58'
L=337.45'

N66°32'30"W
94.46'

MULLAN ROAD 100'



TRACT 6
HALLING FARMS

SHEET 1 OF 2

EASEMENT EXHIBIT
LOCATED IN NW 1/4 OF SECTION 18,
T. 13 N., R. 19 W., P.M., M.
MISSOULA, MONTANA

WGM Group, Inc.
ENGINEERING-SURVEYING-PLANNING
P.O. BOX 16027
MISSOULA, MONTANA 59808

DRAFT: CEG

DATE: 03/27/02
PROJECT: 00-07-06

200305952
Page: 3 of 4
02/21/2003 10:57A
Missoula County Vickie M Zeiler E
Bk-899 Pg-1433



200305952

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02/21/2003 10:57A

Missoula County Vickie M Zeier E

Bk-699 Pg-1433

LEGAL DESCRIPTION*****

A STRIP OF LAND 20.00 FEET WIDE BEING A PORTION OF TRACT 2 OF CERTIFICATE OF SURVEY NO. 5023, ON FILE IN MISSOULA COUNTY, MONTANA, LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA; SAID STRIP OF LAND LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 2 OF CERTIFICATE OF SURVEY NO. 4490, ON FILE IN MISSOULA COUNTY, MONTANA; THENCE S 89°48'50" W ALONG THE SOUTHERLY LINE OF SAID TRACT 2 OF CERTIFICATE OF SURVEY NO. 4490, 745.31 FEET TO THE POINT OF BEGINNING; THENCE S 15°54'01" W, 161.19 FEET; THENCE S 03°20'11" W, 142.41 FEET; THENCE S 12°54'33" E, 129.95 FEET; THENCE S 09°30'58" W, 494.30 FEET; THENCE S 03°22'47" W, 228.31 FEET; THENCE S 07°17'02" E, 231.35 FEET; THENCE S 22°44'43" W, 170.31 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MULLAN ROAD AS SHOWN ON SAID CERTIFICATE OF SURVEY NO. 5023, SAID POINT BEING THE TERMINUS OF SAID DESCRIBED CENTERLINE; THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED AS NECESSARY TO INTERSECT THE SOUTHERLY LINE OF TRACT 2 OF SAID CERTIFICATE OF SURVEY NO. 4490 AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF MULLAN ROAD.

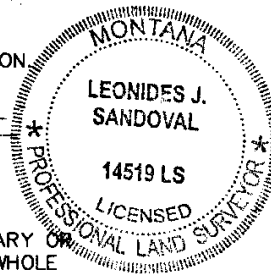
SURVEYOR'S STATEMENT*****

THIS EXHIBIT WAS PREPARED UNDER MY DIRECT SUPERVISION

Leonides J. Sandoval

LEONIDES J. SANDOVAL, P.L.S.
MONTANA REGISTRATION NO. 14519LS
FOR WGM GROUP, INC.

3-27-2002
DATE



UNLESS SIGNED, SEALED, AND DATED, THIS IS A PRELIMINARY OR UNOFFICIAL DOCUMENT AND CANNOT BE RELIED UPON IN WHOLE OR PART.

SHEET 2 OF 2

EASEMENT EXHIBIT
LOCATED IN NW 1/4 OF SECTION 18,
T. 13 N., R. 19 W., P.M., M.
MISSOULA, MONTANA

WGM Group, Inc.

ENGINEERING-SURVEYING-PLANNING

P.O. BOX 16027

MISSOULA, MONTANA 59808

DRAFT: CEG

DATE: 03/27/02
PROJECT: 00-07-06

000706E1.DWG

Co. Clerk



RESOLUTION NUMBER 6465

A RESOLUTION OF INTENTION TO ANNEX TRACT 2, C.O.S. 4490 AND TRACT 2, C.O.S. 5023 COMMONLY KNOWN AS PROPOSED HELLGATE MEADOWS SUBDIVISION AND FLYNN BLOCK, ALONG WITH PORTIONS OF MULLAN ROAD AND FLYNN LANE RIGHTS-OF-WAY. INCORPORATE THE AREA INTO THE CITY OF MISSOULA BOUNDARY WITH CONDITIONS AND COORDINATE A REZONING AND SUBDIVISION REVIEW PROPOSAL. THE ANNEXATION AREA IS CONTIGUOUS TO THE CITY AND THE BOUNDARIES ARE DESCRIBED HEREIN. (Section 18 of Township 13 North, Range 19 West, PMM)

LEGAL DESCRIPTION: All of Tract 2 of Certificate of Survey No. 4490 filed in Book 443 at Page 504 and 505, on June 8, 1995 at the Missoula County Clerk and Recorder's Office; AND all of Tract 2 of Certificate of Survey No. 5023 filed in Book 607 at Page 897 and 898, on January 28, 2000 at the Missoula County Clerk and Recorder's Office, AND all of the Mullan Road right-of-way situated between Reserve Street and Flynn Lane AND all those portions of rights-of-way not included in said Tract 2, Certificate of Survey No. 5023 being Mullan Road from the present city limits to the westerly right-of-way line of Flynn Lane and Flynn Land from the northerly right-of-way line of Mullan Road to the northerly boundary of said Tract 2, Certificate of Survey No. 5023, all located in Section 18, Township 13 North, Range 19 West, P.M.M., Missoula County, Montana as shown on Exhibit A attached hereto and made a part hereof.

WHEREAS, Colleen F. and Gary H. McKinley and Mary A. Flynn, owners of 100% of the property described herein, have filed Petition No. 8358 and Petition No. 8359 with the Missoula City Clerk's Office requesting annexation; and therefore the City Council will consider this petition for annexation pursuant to the statutory Annexation by Petition method set forth in Title 7 Chapter 2 Part 46 Section 4601 (3)(a)(i) M.C.A.; and

"WHEREAS, Tract 2 of COS No. 4490 and Tract 2 of COS No. 5023 contain portions of the Mullan Road and Flynn Lane rights-of-way within the property boundary, it is the City's intention to annex all of the portions of Mullan Road and Flynn Lane as herein described to assure a logical boundary allowing clear understanding of jurisdiction for the purposes of providing services and avoid a split jurisdiction right-of-way situation; and"

WHEREAS, a local developer is representing the owners and the developer is prepared to bring forward for consideration a request for a special zoning district for a Traditional Neighborhood Design and plans for a proposed subdivision of a portion of the described property; and

WHEREAS, the herein described property is proposed for rezoning as Hellgate Special District and 41 acres of the described property is proposed for subdivision and development as Hellgate Meadows Addition and the owners and developer are seeking and have requested: 1) to extend and connect to municipal sanitary sewer service; 2) special district zoning; 3) subdivision review in accordance with City of Missoula standards in accordance with M.C.A Section 76-3-601, Subsection 2.d.; and 4) annexation for the proposed development; and

WHEREAS, the City Council has determined that it is willing to consider the owner(s) requests and is willing to extend its jurisdiction to include the described property within its corporate boundary with the condition that the annexation of the property and City responsibility for service to the property, except those contracted for by agreement, will immediately become null and void upon:

1. Disapproval by the City Council of the request to subdivide; or
2. Withdrawal of the subdivision request by the owners or their representative prior to Council vote on the subdivision; and





WHEREAS, the owners have executed petitions to annex waiving the need to prepare a Municipal Annexation Service Plan for this annexation pursuant to Section 7-2-4610, M.C.A and agree to the provision of municipal services to the property requesting to be annexed; and

WHEREAS, City staff has completed a service and financial impact survey and the City Council has determined that it is able to provide municipal police protection, fire protection, street maintenance, and other municipal services to the property to be annexed on substantially the same basis and in the same manner as such services are provided within the rest of the municipality prior to annexation. Services will commence upon the effective date of the annexation. **FURTHER**, municipal sanitary sewer service is currently available to the property and municipal fire service is currently provided to the property under an interlocal agreement; and

WHEREAS, the annexation area is adjacent and contiguous to City Council Ward Area No. 2, the Council intends that the area will become part of and be included within Ward No. 2 after annexation; and

WHEREAS, in the judgment of the City Council of the City of Missoula, Montana, it is deemed to be in the best interest of the City of Missoula, the inhabitants thereof and the future inhabitants of the tracts and parcels of land described herein which has petitioned for annexation and is contiguous to the corporate limits of the City of Missoula that the boundaries of the City of Missoula shall be extended to include the same within the corporate limits.

NOW, THEREFORE, BE IT RESOLVED that the City Clerk is directed to publish in the Missoulian, a newspaper of general circulation in the City of Missoula, for two successive weeks on Sunday December 9, 2001 and December 16, 2001, a notice that the City Clerk will receive written expressions of approval or disapproval of the proposed annexation until 5:00 p.m. on January 28, 2002, and that a public hearing on the annexation will be held at the regularly scheduled City Council meeting on Monday, January 28, 2002; and

BE IT FURTHER RESOLVED that, if the city annexation of any lot(s), parcel(s), block(s) or tract(s) of land annexed into the city pursuant to this city annexation resolution or any provision of this resolution is ever held to be invalid or unconstitutional, the City Council hereby declares that any such decision shall not affect the validity of the annexation of the remaining lot(s), parcel(s), block(s) or tract(s) of land annexed into the city or the remaining provisions of this resolution. The City Council hereby declares that it would have passed this resolution and annexed each lot(s), parcel(s), block(s) or tracts(s) of land into the city as well as each provision of this resolution irrespective of the fact that the annexation of any one or more lot(s), parcel(s), block(s) or tract(s) of land annexed into the city or provision of this resolution may have been declared invalid or unconstitutional, and if for any reason the annexation of any lot(s), parcel(s), block(s), tract(s) of land or any provision of this resolution should be declared invalid or unconstitutional, then the annexation of the remaining lot(s), parcel(s), block(s) or tracts(s) of land and resolution provisions are intended to be and shall be in full force and effect as enacted by the City Council; and

PASSED AND ADOPTED this 3rd day of December 2001.

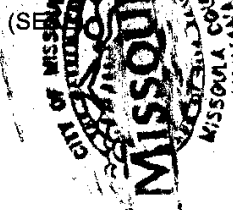
ATTEST:

APPROVED:

Linda Dunn
Dep
/s/ Martha L. Rehbein
Martha L. Rehbein
City Clerk

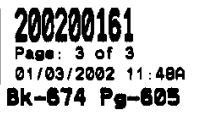
STATE OF MONTANA)
COUNTY OF MISSOULA)SS
CITY OF MISSOULA)

/s/ Mike Kadas
Mike Kadas
Mayor



City that the above and
document is a true and
RES. 6963
upon the records
City Clerk for the
City of Missoula, Montana.

1-2-02
Dep *Linda Dunn*
City Clerk
City of Missoula



- Prepared by: CITY OF MISSOULA ENGINEERING DIVISION - GIS/MAPPING SECTION

Page 3 of 3

W. Clark



200204637
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02/19/2002 01:59P
Bk-677 Pg-581

RESOLUTION NUMBER 6480

A RESOLUTION ANNEXING TRACT 2, C.O.S. 4490 AND TRACT 2, C.O.S. 5023 COMMONLY KNOWN AS PROPOSED HELLGATE MEADOWS SUBDIVISION AND FLYNN BLOCK, ALONG WITH PORTIONS OF MULLAN ROAD AND FLYNN LANE RIGHTS-OF-WAY TO INCORPORATE THE AREA INTO THE CITY OF MISSOULA BOUNDARY WITH CONDITIONS AND COORDINATE A REZONING AND SUBDIVISION REVIEW PROPOSAL. THE ANNEXATION AREA IS CONTIGUOUS TO THE CITY AND THE BOUNDARIES ARE DESCRIBED HEREIN. (Section 18 of Township 13 North, Range 19 West, PMM)

LEGAL DESCRIPTION: All of Tract 2 of Certificate of Survey No. 4490 filed in Book 443 at Page 504 and 505, on June 8, 1995 at the Missoula County Clerk and Recorder's Office; AND all of Tract 2 of Certificate of Survey No. 5023 filed in Book 607 at Page 897 and 898, on January 28, 2000 at the Missoula County Clerk and Recorder's Office, AND all of the Mullan Road right-of-way situated between Reserve Street and Flynn Lane AND all those portions of rights-of-way not included in said Tract 2, Certificate of Survey No. 5023 being Mullan Road from the present city limits to the westerly right-of-way line of Flynn Lane and Flynn Lane from the northerly right-of-way line of Mullan Road to the northerly boundary of said Tract 2, Certificate of Survey No. 5023, all located in Section 18, Township 13 North, Range 19 West, P.M.M., Missoula County, Montana as shown on Exhibit A attached hereto and made a part hereof.

WHEREAS, Colleen F. and Gary H. McKinley and Mary A. Flynn, owners of 100% of the property described herein, have filed Petition No. 8358 and Petition No. 8359 with the Missoula City Clerk's Office requesting annexation; and therefore the City Council will consider this petition for annexation pursuant to the statutory Annexation by Petition method set forth in Title 7 Chapter 2 Part 46 Section 4601 (3)(a)(i) M.C.A.; and

WHEREAS, Tract 2 of COS No. 4490 and Tract 2 of COS No. 5023 contain portions of the Mullan Road and Flynn Lane rights-of-way within the property boundary, it is the City's intention to annex all of the portions of Mullan Road and Flynn Lane as herein described to assure a logical boundary allowing clear understanding of jurisdiction for the purposes of providing services and avoid a split jurisdiction right-of-way situation; and

WHEREAS, a local developer is representing the owners and the developer has brought forward for consideration a request for a special zoning district for a Traditional Neighborhood Design and plans for a proposed subdivision of a portion of the described property; and

WHEREAS, the herein described property is proposed for rezoning as Hellgate Special District and 41 acres of the described property is proposed for subdivision and development as Hellgate Meadows Addition and the owners and developer are seeking and have requested: 1) to extend and connect to municipal sanitary sewer service; 2) special district zoning; 3) subdivision review in accordance with City of Missoula standards in accordance with M.C.A Section 76-3-601, Subsection 2.d.; and 4) annexation for the proposed development; and

WHEREAS, the City Council determined that it was willing to consider the owner(s) requests and is willing to extend its jurisdiction to include the described property within its corporate boundary with the condition that the annexation of the property and City responsibility for service to the property, except those contracted for by agreement, will immediately become null and void upon:

1. Disapproval by the City Council of the request to subdivide; or
2. Withdrawal of the subdivision request by the owners or their representative prior to Council vote on the subdivision; and

WHEREAS, the owners have executed petitions to annex waiving the need to prepare a Municipal Annexation Service Plan for this annexation pursuant to Section 7-2-4610, M.C.A and agree to the provision of municipal services to the property requesting to be annexed; and



WHEREAS, City staff has completed a service and financial impact survey and the City Council has determined that it is able to provide municipal police protection, fire protection, street maintenance, and other municipal services to the property to be annexed on substantially the same basis and in the same manner as such services are provided within the rest of the municipality prior to annexation. Services will commence upon the effective date of the annexation. **FURTHER**, municipal sanitary sewer service is currently available to the property and municipal fire service is currently provided to the property under an interlocal agreement; and

WHEREAS, the annexation area is adjacent and contiguous to City Council Ward Area No. 2, the Council intends that the area will become part of and be included within Ward No. 2 after annexation; and

WHEREAS, in the judgment of the City Council of the City of Missoula, Montana, it is deemed to be in the best interest of the City of Missoula, the inhabitants thereof and the future inhabitants of the tracts and parcels of land described herein which has petitioned for annexation and is contiguous to the corporate limits of the City of Missoula that the boundaries of the City of Missoula shall be extended to include the same within the corporate limits; and

WHEREAS, the City Council did on the 3rd day of December, 2001 set a public hearing for January 28, 2002, at its regularly scheduled City Council Meeting, to hear all matters pertaining to the annexation and zoning of the above described parcel; and

WHEREAS, the City Clerk did published notice of such proposed extension of the city limits on December 9, 2001 and December 16, 2001, as provided by Section 76-2-303 M.C.A.; and

WHEREAS, the City Council did on the 28th day of January, 2002, hear all matters pertaining to the annexation and zoning of the herein before described parcel, and

WHEREAS, in the judgment of the City Council of the City of Missoula, Montana, it is deemed to be in the best interest of the City of Missoula, the inhabitants thereof and the future inhabitants of the tracts and parcels of land described herein which has petitioned for annexation and is contiguous to the corporate limits of the City of Missoula that the boundaries of the City of Missoula shall be extended to include the same within the corporate limits.

NOW, THEREFORE, BE IT RESOLVED, that the corporate limits of the City of Missoula be extended to incorporate those tracts of land, herein before described and as shown on Exhibit A attached hereto; and

BE IT FURTHER RESOLVED that the minutes of City Council of the City of Missoula, Montana, incorporate this resolution; and

BE IT FURTHER RESOLVED that, if the city annexation of any lot(s), parcel(s), block(s) or tract(s) of land annexed into the city pursuant to this city annexation resolution or any provision of this resolution is ever held to be invalid or unconstitutional, the City Council hereby declares that any such decision shall not affect the validity of the annexation of the remaining lot(s), parcel(s), block(s) or tract(s) of land annexed into the city or the remaining provisions of this resolution. The City Council hereby declares that it would have passed this resolution and annexed each lot(s), parcel(s), block(s) or tracts(s) of land into the city as well as each provision of this resolution irrespective of the fact that the annexation of any one or more lot(s), parcel(s), block(s) or tract(s) of land annexed into the city or provision of this resolution may have been declared invalid or unconstitutional, and if for any reason the annexation of any lot(s), parcel(s), block(s), tract(s) of land or any provision of this resolution should be declared invalid or unconstitutional, then the annexation of the remaining lot(s), parcel(s), block(s) or tracts(s) of land and resolution provisions are intended to be and shall be in full force and effect as enacted by the City Council; and

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to certify a copy of said resolution so entered upon said minutes. FURTHER that this document shall be filed with the Office of the Clerk and Recorder of Missoula County. Pursuant to Section 7-2-4607, Montana Code Annotated, this annexation shall become effective from and after the date of the filing of said document with the Missoula County Clerk and Recorder.

PASSED AND ADOPTED this 4th day of February, 2002.

ATTEST:

APPROVED:

/s/ Martha L. Rehbein
Martha L. Rehbein
City Clerk

/s/ Mike Kadas
Mike Kadas
Mayor

(SEAL)

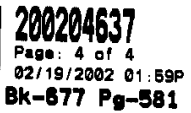
STATE OF MONTANA)
COUNTY OF MISSOULA)SS
CITY OF MISSOULA)

I hereby certify that the above and foregoing instrument is a true and correct copy of Res. 6480 as the same appears upon the records of my office as City Clerk for the City of Missoula, Montana.

2-15-02
Date:

Linda Quinn
City Clerk
City of Missoula





Return to:
Missoula City Clerk
435 Ryman
Missoula, MT 59802

DEVELOPMENT AGREEMENT

A-7800

[HEH, LLC, Resource Research LTD, Flynn Family Limited Partnership and City of Missoula]

THIS DEVELOPMENT AGREEMENT (the "Agreement") made effective this 21 day of November, 2019, is entered into by and between HEH, LLC, whose address is C/O Hoyt Homes, PO Box 2727, Missoula, MT 59806-2727, Resource Research LTD, whose address is 5612 S Mohawk Dr., Spokane, WA 99206, and Flynn Family Limited Partnership C/O Colleen McKinley, whose address is 4110 E 6th Avenue Parkway, Denver, CO 80220 together known as the "Developers" and the City of Missoula, a municipal corporation, organized and existing under and by virtue of the laws of the State of Montana, having an address of 435 Ryman, Missoula, MT 59802 (the "City"). Each is called a "Party" in this Agreement, and collectively are called "Parties."

WHEREAS, the Developers are owner and/or purchasers of certain real property located in Missoula, Montana attached hereto as Exhibit A (the Subject Property); and

WHEREAS, the Developers request a Growth Policy Amendment on the "Subject Property" revising the land use designation from Residential Medium, 3 – 11 dwelling units per acre to Neighborhood Mixed Use in combination with a Rezone on the Subject Property from Hellgate Special District to B2-1 Community Business, a standard Title 20 zoning district; and

WHEREAS, the Developers have a Master Site Development Plan (the "Master Plan") for the Subject Property attached hereto as Exhibit B, and the Master Plan is a conceptual diagram of the road grid network and parkland/common area proposed on the subject property, with the final development plan established by City Council approval of subdivisions or other appropriate land divisions on the Subject Property; and

WHEREAS, the conceptual Master Plan includes dedication of the road rights-of-way to the public by dividing the land through subdivisions or other appropriate processes that will be reviewed and approved by the Missoula City Council; and

WHEREAS, the Master Plan includes the construction of Mary Jane Boulevard and O'Leary Street, classified as Collector roads, through the Subject Property meeting City Subdivision standards for road improvements for Urban Collector roadways; and whose construction may be funded through a BUILD Grant or a combination of City and Developer funds, and

WHEREAS, the Master Plan includes the construction of a road grid network of local streets through the Subject Property and connecting to existing streets to the north and east meeting City Subdivision standards for road improvements for Local Residential roadways; and

WHEREAS, the Master Plan limits commercial uses to Neighborhood Business Uses only, in conformance with B1 District standards, and further limits the location of Neighborhood Business Uses to a location either side of Mary Jane Boulevard within five hundred (500) feet of Mullan Road; and

WHEREAS, the density of the residential development is limited in the Master Plan by distinct area classifications:

- a. Area A: fourteen (14) dwelling units per acre with a maximum building height of 35 feet; and,
 - b. Area B: twenty-one (21) dwelling units per acre or density calculated as 2,000 square feet of parcel area per dwelling unit on the Subject Property, and with a maximum building height of 40 feet, which is the maximum allowed in the B2-1 Community Business zoning district.
- The total density on the Subject Property is less than half the density allowed for lands zoned B2-1 Community Business (43 dwelling units per acre or 1,000 square feet per dwelling unit); and

WHEREAS, the Master Plan limits the multi-dwelling buildings to a maximum of sixteen (16) units per multi-dwelling structure, and limits attached townhouses to no more than eight (8) attached dwelling units per structure on the Subject Property; and

WHEREAS, the realization of the Master Plan requires the Growth Policy Amendment and Rezone to B2-1 in order for the Subject Property to include a mix of neighborhood business and varying residential densities and all residential building types; and

WHEREAS, the City has adopted policies that promote compact development with mixed-use and greater density along major transportation/transit corridors provided the development enhances connectivity and extends a multi-modal transportation system accessible for all citizens; and

WHEREAS, the City acknowledges that Mary Jane Boulevard and O'Leary Street have been planned as Urban Collector roadways appropriate to serve the mixed-use and dense compact development supported by the Neighborhood Mixed Use land use designation in the Our Missoula City Growth Policy 2035 and the B2-1 Community Business Title 20 zoning district; and

WHEREAS, the City, through adopted policies and goals desires to ensure the orderly development of the Subject Property and adopted the Title 20 zoning ordinance with the express purpose to protect and promote the public health, safety and general welfare of the community; and

WHEREAS, the Developers own or propose to own all the Subject Property and state that they have the right to obligate themselves and any associated entity purchasing parcels of the Subject Property shown in Exhibit A attached hereto, to the requirements, standards and restrictions in this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals contained herein, the Developers and the City agree and declare that the Subject Property shall be subject to the following covenants, standards and restrictions:

1. Development shall occur on the Subject Property in substantial compliance with the Master Plan shown in Exhibit B, attached hereto, through subdivision(s) or other appropriate processes, subject to the review and approval of the Missoula City Council. For the purposes of this Agreement, substantial compliance, as determined by the Development Services Director, shall be defined as meeting the intent and purpose of the Master Plan shown in Exhibit B by:
 - a. Containing, at a minimum, road and pedestrian connections as shown on the Master Plan;

- b. Containing no less parkland area; and
 - c. Containing no greater intensity of land use, height, or density.
2. In the event the proposed development does not substantially comply with the Master Plan, as defined herein, the Developers may seek an amendment to this Agreement and the Master Plan pursuant to Section 13 below.
 3. Unless changes are required pursuant to the City's subdivision regulations or City Council direction during subdivision review, the Developers shall construct the road grid network in substantial compliance with the Master Plan and connecting to existing streets to the north and east. Connectivity shall be provided by means of one or more of the following three options: dedicated public roadways meeting city subdivision standards, private roads with public access easements meeting Title 12 standards, or greenways with pedestrian facilities with a public access easement.
 4. Mary Jane Boulevard and O'Leary Street through the Subject Property shall meet City subdivision standards for road improvements, according to the Standards for Geometric Design of Roads and Streets. It is the intention of the City to assist with the funding of the improvements to Mary Jane Boulevard and O'Leary Street as funds become available. If Mary Jane Boulevard and O'Leary Street improvements are not fully or partially funded by the City, the developers shall construct the unfunded portions of Mary Jane Boulevard and O'Leary Street to the extent and in such configuration as may be appropriate pursuant to the Master Plan and applicable subdivision or other development review process.
 5. Non-residential uses are limited to Neighborhood Business Uses only, in conformance with Title 20, B1 zoning district standards and further limits the location on the Subject Property to parcels adjacent to Mary Jane Boulevard and within five hundred (500) feet of Mullan Road.
 6. The density of the residential development is limited in the Master Plan by distinct area classifications:
 - a. Area A: fourteen (14) dwelling units per acre with a maximum building height of 35 feet; and
 - b. Area B: twenty-one (21) dwelling units per acre or density calculated as 2,000 square feet of parcel area per dwelling unit on the Subject Property, and with a maximum building height of 40 feet, which is the maximum allowed in the B2-1 Community Business zoning district.
 7. Multi-dwelling buildings, as defined in Title 20 Section 20.100.010, with more than six (6) units per structure are limited to locations classified as Area B on the Master Plan and each multi-dwelling building shall have no more than sixteen (16) dwelling units.
 8. Multi-dwelling buildings, as defined in Title 20 Section 20.100.010, are limited to no more than six (6) units per structure in locations classified as Area A on the Master Plan.
 9. Townhouse structures, as defined in Title 20 Section 20.100.010, shall have no more than eight (8) dwelling units attached per structure on the Subject Property.
 10. The main entrances of all primary structures adjacent to public roads shall be visible from those public roadways.
 11. Excepting modifications to the B2-1 zoning district standards as provided herein, nothing in this Agreement is intended to override, replace, or supplant applicable local, state, or federal laws or regulations. Developers shall comply with all applicable subdivision regulations, construction standards and specifications, and state and local laws that govern the development of the Subject Property.
 12. Effective Date: This Agreement will be in force and effect on the date signed by the Mayor of the

City and by the Developers.

13. Amendment: No part of this Agreement may be amended or deleted without prior written consent of the Missoula City Council and the Developers, or their successors and assigns. A grant of a deed or ownership interest in and to a particular subsequently developed parcel or TED ownership unit with a dwelling, unit, or building/structure and having received a temporary or final occupancy permit shall not be deemed a transfer or assignment of Developers rights and responsibilities under this Agreement.
14. Attorneys' Fees. In the event suit is brought for the enforcement of this Agreement or as a result of an alleged default, each Party shall pay their own attorney fees.
15. Governing Law. The law governing the interpretation or enforcement of the terms and conditions of the Agreement shall be the laws of the State of Montana.
16. Severability. If a part of this Agreement is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.
18. Drafting of Agreement. Both Parties have participated in the drafting of this Agreement and have been represented by their own counsel.
19. Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be a duplicate original hereof, but all of which shall constitute one and the same document. Signatures transmitted electronically shall be treated and accepted as original signatures. The parties agree to communicate regarding this Agreement by electronic means as allowed by the Montana Uniform Electronic Transactions Act, Mont. Code Ann. § 30-18-101, et seq. After this Agreement is executed, any written document made under this Agreement may be created in original or may be an electronic record; any signature may be in original, or by electronic signature.
20. Runs with the Land. The benefits and burdens of this Agreement touch and concern the use and enjoyment of the Subject Property and the obligations and benefits stated herein shall bind and inure to the benefit of all successors and assigns to any portion of the Subject Property.
21. Agreement Contingent Upon Zoning Action by City Council. The Parties to this Agreement acknowledge that this Agreement is being entered into in conjunction with a request by the Developers to the Missoula City Council for a Growth Policy Amendment and a rezoning of the Subject Property to a B2-1 zoning district. This Agreement is expressly contingent upon the City Council approving the requested Growth Policy Amendment and rezoning request made by the Developers, and in the event City Council does not approve the Growth Policy Amendment or the Rezone request within ninety days of this Agreement being fully executed, the Agreement shall be null and void and have no further effect.

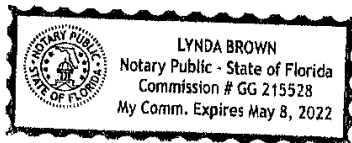
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the day and year in this certificate written below.

[Signature pages follow.]

FLORIDA SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT
F.S. 695.25

State of Florida

County of Pinellas



The foregoing instrument was acknowledged before

me this 9th day of Nov., 2019.
Date Month Year

by Mari Francis Courtney
as co president of Euphrates Limited
Partnership
who is personally known to me or who has produced

FL Driver License

Type of Identification

as Identification.

[Signature]
Signature of Notary Public

Lynda Brown
Name of Notary Typed, Printed or Stamped

Place Notary Seal Stamp Above

Notary Public — State of Florida

OPTIONAL

Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

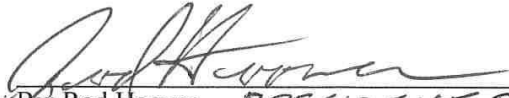
Description of Attached Document

Title or Type of Document: Development Agreement

Document Date: 11/9/2019 Number of Pages: 9

Signer(s) Other Than Named Above: N/A

Resource Research, LTD:



By: Rod Hoover, PRESIDENT, RESOURCE RESEARCH, LTD

STATE OF MONTANA)
: ss.
County of Missoula)

This instrument was acknowledged before me on 15th of November, 2019 by
Rod Hoover, President, Resource Research, LTD.




Notary Signature: Stephanie M. Knight

Notary Public for the State of Montana Washington
9116 E Sprague Ave
Spokane Vly, WA 99206

MY COMMISSION EXPIRES
AUG 27, 2023

HEH, LLC:

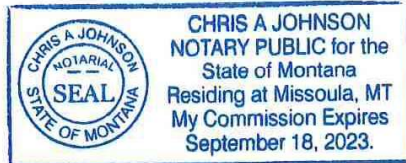

By: Wade Hoyt *PRESIDENT OF HOYT HOMES, INC*
MANAGER OF HEH, LLC

STATE OF MONTANA)
 : ss.
County of Missoula)

This instrument was acknowledged before me on November 14, 2019 by
Wade Hoyt, *as President of Hoyt Homes, Inc., Manager of HEH, LLC.*

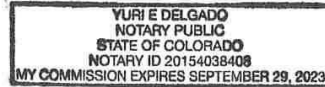
Notary Signature: *Chris A. Johnson*
Notary Public for the State of Montana

(NOTARIAL SEAL)



Flynn Family Limited Partnership:

Colleen McKinley
By: Colleen McKinley, its: Co-President
Flynn Family Limited Partnership



By: Mari Francis Courtney, its: _____

STATE OF COLORADO)
 : ss.
County of Denver)

This instrument was acknowledged before me on November 9th, 2019 by
Colleen McKinley, as Co-president of Flynn Family Limited Partnership.

Notary Signature: [Signature]
Notary Public for the State of Colorado

(NOTARIAL SEAL)

STATE OF FLORIDA)
 : ss.
County of _____)

This instrument was acknowledged before me on _____, 2019 by
Mari Francis Courtney, as _____ of Flynn Family Limited Partnership.

Notary Signature: _____
Notary Public for the State of Florida

(NOTARIAL SEAL)

Flynn Family Limited Partnership:

By: Colleen McKinley, its: _____

Mari Francis Courtney 11-9-19
By: Mari Francis Courtney, its: *Co. President, Flynn Family Limited Partnership*

STATE OF COLORADO)
: ss.
County of _____)

This instrument was acknowledged before me on _____, 2019 by
Colleen McKinley, as _____ of Flynn Family Limited Partnership.

Notary Signature: _____
Notary Public for the State of Colorado

(NOTARIAL SEAL)

STATE OF FLORIDA)
: ss.
County of _____)

This instrument was acknowledged before me on _____, 2019 by
Mari Francis Courtney, as _____ of Flynn Family Limited Partnership.


Notary Signature: _____
Notary Public for the State of Florida

(NOTARIAL SEAL)

FOR the City

City of Missoula

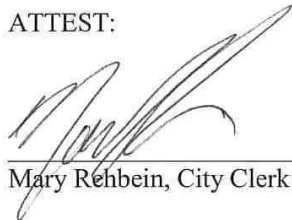
APPROVED:



John Engen, Mayor

Date: 11/21/19

ATTEST:

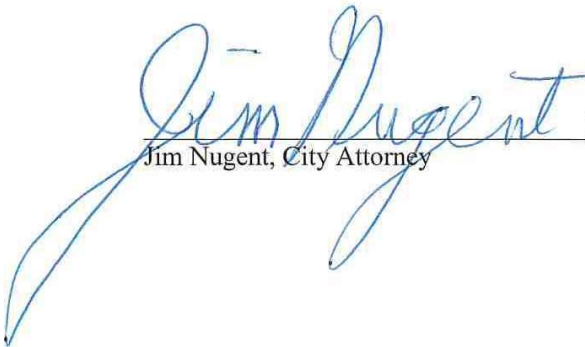


Mary Rehbein, City Clerk

Date: 11/21/2019



Approved as to form:



Jim Nugent, City Attorney

Date: 11/20/2019



EXHIBIT B
MASTER SITE DEVELOPMENT PLAN
FLYNN FAMILY LIMITED PARTNERSHIP



SHEET
1 OF 1
NOVEMBER 2019
PROJECT: 19-02-19
SUBMITTED: 11/15/19
DATE: 11/15/19

FILE: \\p:\projects\19-02-19\19-02-19-01\19-02-19-01.dwg

After recording return to:
Chris Johnson
Worden Thane, PC
321 W. Broadway, Ste. 300
Missoula, MT 59802

202003664 B:1026 P:894 Pages:7 Fee:\$49.00
02/26/2020 02:33:48 PM Easement
Tyler R. Gernant, Missoula County Clerk & Recorder



SEWER LINE EASEMENT

THIS EASEMENT is made and entered into by Flynn Family Limited Partnership, referred to herein as Grantor, and HEH, LLC, a Montana limited liability company, referred to herein as Grantee. Grantor does hereby create and grant and set forth these easements, covenants, and conditions to run with the lands described herein, which easements, covenants, and conditions shall be binding upon all parties and persons claiming an interest in any of the property described hereafter, and which easements, covenants, and conditions shall be for the benefit of and limitations upon all future owners, and being for the purpose of providing reasonably necessary access and services and keeping said real estate desirable, uniform, and suitable for the uses as specified herein.

1. Ownership of Real Property

Grantor owns and has some right, title, and interest, both legal and equitable, in property identified as being a portion of Tract 2 of Certificate of Survey No. 5023, located in the NW¼ of Section 18, Township 13N., Range 19W., P.M.M., Missoula County, Montana.

Grantee owns and has some right, title, and interest, both legal and equitable, in property identified as being Tract 2 of Certificate of Survey No. 4490, located in the NW¼ of Section 18, Township 13N., Range 19W., P.M.M., Missoula County, Montana.

2. Purpose and Description of Easement

The Grantor hereby creates and grants to the Grantee, the non-exclusive easement described herein, to build, install and maintain on a portion of Grantor's property an easement for

SEWER LINE EASEMENT

sewer line. The sewer line contemplated herein is to connect from Grantee's property to the sewer main that runs North to South across Grantee's property and thence North to South across Grantor's property. It is anticipated that the sewer line that is the subject of this easement will mostly on Grantee's property, and the purpose of this easement is to create the necessary width surrounding the said sewer line, for access and maintenance purposes associated with said line. The location and description of the easement area is described, shown, and depicted on the attached Exhibit "A."

3. Duration

The Easement created and granted herein shall be perpetual, and shall not be effected or terminated due to joinder or merger of title. This easement shall be terminated by the parties in the event the sewer line it serves is abandoned or no longer in use.

4. Beneficial Interest

The non-exclusive Easement created and granted herein is for the benefit of the owners of all or any portion of the above-described Grantee property, and Grantee's heirs, successors, and assigns. More specifically, the use and benefit of such easement includes the owner of such sewer line, being the appropriate public utility provider of sewer services.

5. Use

A. No current nor subsequent owner shall cause the placement of any structures or other physical improvements which in any way obstruct any portion of the easement areas without the prior written consent of the other owner and the City of Missoula, provided fencing and road paving is allowed in the easement area.

B. No use of the easement area by any owner may materially interfere with its use by another owner or sewer service provider. Each owner agrees to indemnify, hold harmless, and defend the other owner from any and all liabilities, causes of action, losses, damages, demands and expenses (including, without limitation, attorneys' fees, court costs, and litigation expenses) of any kind or nature arising from the use of the easement by such owner, or any guest, employee, agent, or independent contractor of such owner.

C. The Grantor and Grantee, their heirs, successors, and assigns may partially or totally assign these easement right created herein to any public or private entity providing such sewer services.

D. Grantee shall be responsible for all costs and expenses associated with installing such sewer line or lines that are the subject of this easement. Immediately after completion of any

work in the easement area, the owner conducting such work shall cause the surface of the land to be restored as much as possible to the condition that existed immediately prior to commencement of such work. Such replacement shall include the repair and replacement of any fencing that was removed or altered to allow the work to proceed. Any owner having work done in the easement area shall also indemnify and defend the other owner from any liens arising from work performed pursuant to this agreement

6. Enforcement

The owners and their respective successors and assigns shall have the right to enforce, by proceedings at law or in equity, the easements, covenants, and conditions imposed by this Agreement, against any person or persons who have violated or who are attempting to violate any of the easements, covenants, and conditions of this instrument, to enjoin or prevent them from doing so, to cause the violations to be remedied, and/or to recover damages for any violations. Any owner violating any of the easements, covenants, and conditions of the instrument shall also be liable for attorney's fees to be fixed by the Court in favor of any party successfully bringing action based on such violation.

7. Binding Affect and to Run With the Land

The easement and restrictions created and granted herein are granted for the benefit of the parties stated above, and their heirs, successors, or assigns. In addition, said easements and covenants shall be binding upon the parties hereto, their heirs, successors or assigns, and shall run with the land during their term.

Dated this 21st day of February, 2020.

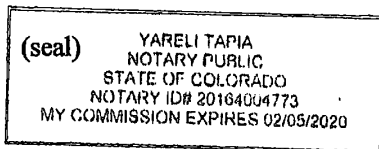
[Signatures on following pages]

GRANTOR:
Flynn Family Limited Partnership
Flynn Management Corp, General Partner

Colleen McKinley
by: Colleen McKinley, Co-President
of General Partner Flynn Management Corp.

STATE OF Colorado)
COUNTY OF Denver) ss.

This instrument was acknowledged before me on the 31 day of January 2020,
by Colleen McKinley, as Co-President of Flynn Management Corp., General Partner of Flynn Family
Limited Partnership.



Y Tapia
Notary Public for the State of Colorado
Residing at: 707 Colorado Blvd
My Commission Expires: 2/5 2020
Name Printed: Yareli Tapia

SEWER LINE EASEMENT

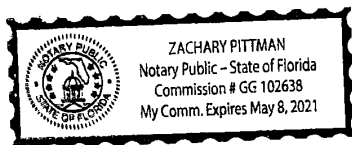
GRANTOR:
Flynn Family Limited Partnership
Flynn Management Corp, General Partner

Marifrances Courtney
by: Marifrances Courtney, Co-President
of General Partner Flynn Management Corp.

STATE OF Florida }
COUNTY OF Pinellas } ss.

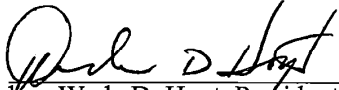
This instrument was acknowledged before me on the 5 day of Feb. 2020,
by Marifrances Courtney, as Co-President of Flynn Management Corp., General Partner of Flynn
Family Limited Partnership.

(seal)



Zachary Pittman
Notary Public for the State of Florida
Residing at: 4890 Ridgemoor Blvd. Palm Harbor, FL 34685
My Commission Expires: May 8 2021
Name Printed: Zachary Pittman

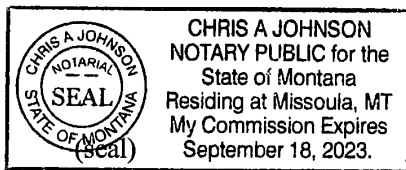
GRANTEE
HEH, LLC

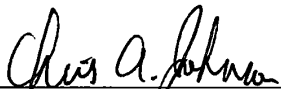


By: Wade D. Hoyt, President of Hoyt
Homes, Inc., the Manager of HEH, LLC

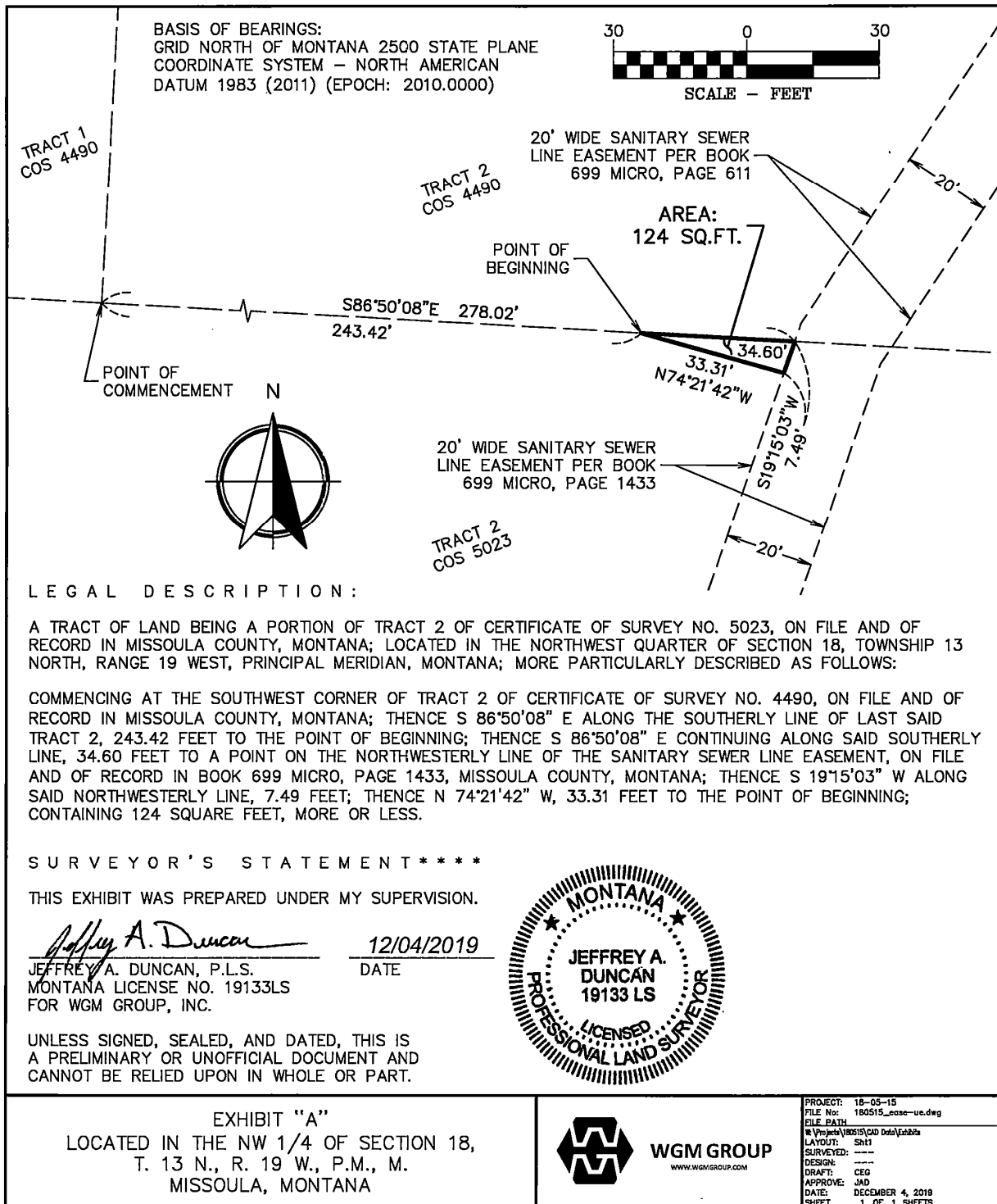
STATE OF MONTANA)
) ss
County of Missoula)

This instrument was acknowledged before me on the 21st day of February, 2020,
by Wade D. Hoyt, as President of Hoyt Homes, Inc., the Manager of HEH, LLC.





Notary Public for the State of Montana.
Residing at: _____
My commission expires: _____
Name Printed: _____



After recording return to:
Chris Johnson
Worden Thane, PC
321 W. Broadway, Ste. 300
Missoula, MT 59802

202003665 B:1026 P:895 Pages:8 Fee:\$56.00
02/26/2020 02:33:48 PM Easement
Tyler R. Gernant, Missoula County Clerk & Recorder



DRIVEWAY AND TURNAROUND EASEMENTS

THIS EASEMENT is made and entered into by Flynn Family Limited Partnership, referred to herein as Grantor, and HEH, LLC, a Montana limited liability company, referred to herein as Grantee. Grantor and Grantee do hereby create and grant and set forth these easements, covenants, and conditions to run with the lands described herein, which easements, covenants, and conditions shall be binding upon all parties and persons claiming an interest in any of the property described hereafter, and which easements, covenants, and conditions shall be for the benefit of and limitations upon all future owners, and being for the purpose of providing reasonably necessary access and services and keeping said real estate desirable, uniform, and suitable for the uses as specified herein.

1. Ownership of Real Property

Grantor owns and has some right, title, and interest, both legal and equitable, in property identified as being a portion of Tract 2 of Certificate of Survey No. 5023, located in the NW¼ of Section 18, Township 13N., Range 19W., P.M.M., Missoula County, Montana.

Grantee owns and has some right, title, and interest, both legal and equitable, in property identified as being Tract 2 of Certificate of Survey No. 4490, located in the NW¼ of Section 18, Township 13N., Range 19W., P.M.M., Missoula County, Montana.

2. Purpose and Description of Easement

The purpose of creating and granting the Driveway and Turnaround Easements described herein, is to permit the Grantee, its successors, assigns, or transferees, to have access,

ingress and egress, over, and across the turnaround areas described herein, the same being along the South boundary of Grantee's property and the North boundary of Grantor's property. The two turnaround easements are described, shown and depicted on the attached Exhibit "A."

These easements are created with granted from Grantor to Grantee for the express purpose of allowing the turnaround of emergency vehicles, and are not for general ingress and egress by the Grantee. The said easements are located at the terminus of the roadways Mary Jane Boulevard (ending at Area "A" on Exhibit "A") and Galway Avenue (ending at Area "B" on Exhibit "A").

3. Duration

The Easements created and granted herein shall be perpetual or until such time as the referenced Mary Jane Boulevard and Galway Avenue are installed, developed and continued into Grantor's property as public rights-of-way, and upon such event these Easement shall automatically expire and no longer be of any force and effect. The owners of the affected property may also elect to amend or rescind these easements, or any one of them, upon such other future development as may call for such reconfiguration or termination of the Easements. Grantee shall have the sole authority to amend or rescind this agreement (in conjunction with Grantor) or enforce the same, so long as Grantee owns any property in Tract 2 of COS 4490, and these rights shall not devolve or pass to any individual lot or parcel owner adjacent to the easement areas, but in the event Grantor no longer owns property in said Tract 2 of COS 4490 (the same having been developed and sold) the right to participate in any amendment or rescission or enforcement of these easements shall pass to any owners association as may exist for the development, and not to individual lot or parcel owners.

4. Beneficial Interest

The non-exclusive Easements created and granted herein are for the benefit of the owners of all or any portion of the above-described Grantee property, and Grantee's successors, assigns, and transferees. More specifically, for the use and benefit of such emergency services as may be responding to any call associated with either Grantor's or Grantee's property.

5. Use

A. No current nor subsequent owner shall cause the placement of any structures or other physical improvements which in any way obstruct any portion of the easement areas without the prior written consent of the other owner and the City of Missoula.

B. No use of the Turnaround areas by any owner may materially interfere with its use by another owner or emergency services provider. Each owner agrees to indemnify, hold harmless,

and defend the other owner from any and all liabilities, causes of action, losses, damages, demands and expenses (including, without limitation, attorneys' fees, court costs, and litigation expenses) of any kind or nature arising from the use of the easement by such owner, or any guest, employee, agent, or independent contractor of such owner.

C. No parking is permitted within the easement areas.

D. The Grantor and Grantee, their heirs, successors, and assigns may partially or totally assign these easement rights created herein to any public or private entity providing emergency services.

F. Grantee shall be responsible for all costs and expenses associated with installing paving and improvements in the easement areas sufficient to meet City of Missoula requirements for emergency vehicle turnarounds. Grantee shall be responsible for the removal paving and restoration of ground in the event these easements terminate.

6. Enforcement

The owners and their respective successors and assigns shall have the right to enforce, by proceedings at law or in equity, the easements, covenants, and conditions imposed by this Agreement, against any person or persons who have violated or who are attempting to violate any of the easements, covenants, and conditions of this instrument, to enjoin or prevent them from doing so, to cause the violations to be remedied, and/or to recover damages for any violations. Any owner violating any of the easements, covenants, and conditions of the instrument shall also be liable for attorney's fees to be fixed by the Court in favor of any party successfully bringing action based on such violation.

7. Binding Affect and to Run With the Land

The easement and restrictions created and granted herein are granted for the benefit of the parties stated above, and their heirs, successors, or assigns. In addition, said easements and covenants shall be binding upon the parties hereto, their heirs, successors or assigns, and shall run with the land during their term.

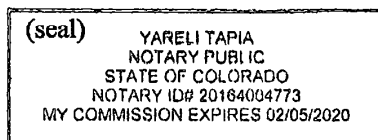
Dated this 21st day of February, 2020.

GRANTOR:
Flynn Family Limited Partnership
Flynn Management Corp, General Partner

Colleen McKinley
by: Colleen McKinley, Co-President
of General Partner Flynn Management Corp.

STATE OF Colorado }
COUNTY OF Denver } ss.

This instrument was acknowledged before me on the 31 day of January, 2020,
by Colleen McKinley, as Co-President of Flynn Management Corp., General Partner of Flynn Family
Limited Partnership.



Y. Tapia
Notary Public for the State of Colorado
Residing at: 707 Colorado Blvd.
My Commission Expires: 2/5 2020
Name Printed: Yareli Tapia

DRIVEWAY AND TURNAROUND EASEMENTS

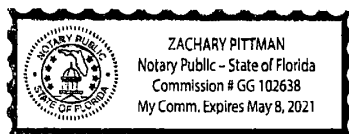
GRANTOR:
Flynn Family Limited Partnership
Flynn Management Corp, General Partner

Marifrances Courtney
by: Marifrances Courtney, Co-President
of General Partner Flynn Management Corp.

STATE OF Florida)
COUNTY OF Pinellas) ss.

This instrument was acknowledged before me on the 29 day of January 2020,
by Marifrances Courtney, as Co-President of Flynn Management Corp., General Partner of Flynn
Family Limited Partnership.


(seal)



Zachary Pittman
Notary Public for the State of Florida
Residing at: 4890 Ridgemoor Blvd Palm Harbor FL
My Commission Expires: May 8 2021 34685
Name Printed: Zachary Pittman

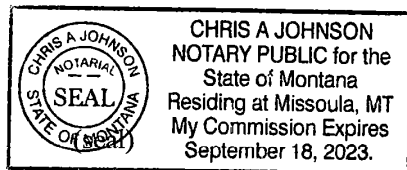
DRIVEWAY AND TURNAROUND EASEMENTS

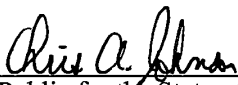
GRANTEE
HEH, LLC

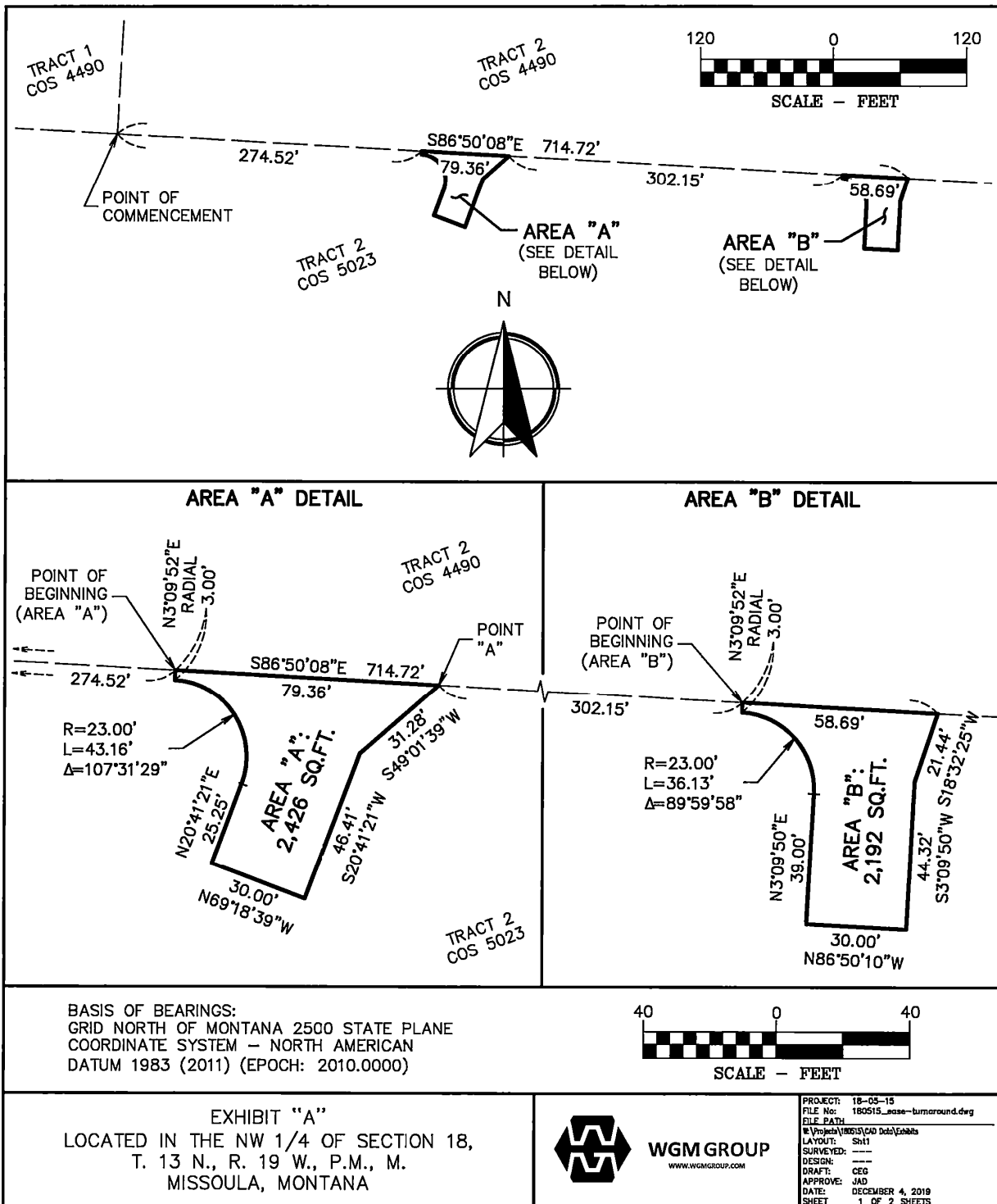

by: Wade D. Hoyt, President of Hoyt
Homes, Inc., the Manager of HEH, LLC

STATE OF MONTANA)
) ss
County of Missoula)

This instrument was acknowledged before me on the 21st day of February, 2020,
by Wade D. Hoyt, as President of Hoyt Homes, Inc., the Manager of HEH, LLC.




Notary Public for the State of Montana.
Residing at: _____
My commission expires: _____
Name Printed: _____



LEGAL DESCRIPTION: AREA "A"

A TRACT OF LAND BEING A PORTION OF TRACT 2 OF CERTIFICATE OF SURVEY NO. 5023, ON FILE AND OF RECORD IN MISSOULA COUNTY, MONTANA; LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF TRACT 2 OF CERTIFICATE OF SURVEY NO. 4490, ON FILE AND OF RECORD IN MISSOULA COUNTY, MONTANA; THENCE S 86°50'08" E ALONG THE SOUTHERLY LINE OF LAST SAID TRACT 2, 274.52 FEET TO THE POINT OF BEGINNING; THENCE S 86°50'08" E CONTINUING ALONG SAID SOUTHERLY LINE, 79.36 FEET TO POINT "A"; THENCE S 49°01'39" W, 31.28 FEET; THENCE S 20°41'21" W, 46.41 FEET; THENCE N 69°18'39" W, 30.00 FEET; THENCE N 20°41'21" E, 25.25 FEET TO A POINT ON A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 23.00 FEET; THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 107°31'29", AN ARC LENGTH OF 43.16 FEET; THENCE N 03°09'52" E, 3.00 FEET TO THE POINT OF BEGINNING; CONTAINING 2,426 SQUARE FEET, MORE OR LESS.

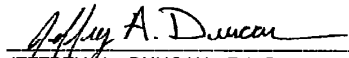
LEGAL DESCRIPTION: AREA "B"

A TRACT OF LAND BEING A PORTION OF TRACT 2 OF CERTIFICATE OF SURVEY NO. 5023, ON FILE AND OF RECORD IN MISSOULA COUNTY, MONTANA; LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

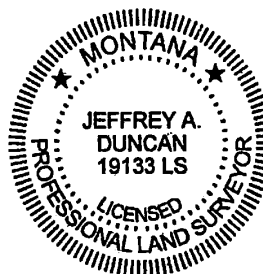
COMMENCING AT THE HEREINABOVE DESCRIBED POINT "A"; THENCE S 86°50'08" E ALONG THE SOUTHERLY LINE OF TRACT 2 OF CERTIFICATE OF SURVEY NO. 4490, ON FILE AND OF RECORD IN MISSOULA COUNTY, MONTANA, 302.15 FEET TO THE POINT OF BEGINNING; THENCE S 86°50'08" E CONTINUING ALONG SAID SOUTHERLY LINE, 58.69 FEET; THENCE S 18°32'25" W, 21.44 FEET; THENCE S 03°09'50" W, 44.32 FEET; THENCE N 86°50'10" W, 30.00 FEET; THENCE N 03°09'50" E, 39.00 FEET TO A POINT ON A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 23.00 FEET; THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 89°59'58", AN ARC LENGTH OF 36.13 FEET; THENCE N 03°09'52" E, 3.00 FEET TO THE POINT OF BEGINNING; CONTAINING 2,192 SQUARE FEET, MORE OR LESS.

SURVEYOR'S STATEMENT*****

THIS EXHIBIT WAS PREPARED UNDER MY SUPERVISION.


JEFFREY A. DUNCAN, P.L.S.
MONTANA LICENSE NO. 19133LS
FOR WGM GROUP, INC.

12/04/2019
DATE



UNLESS SIGNED, SEALED, AND DATED, THIS IS
A PRELIMINARY OR UNOFFICIAL DOCUMENT AND
CANNOT BE RELIED UPON IN WHOLE OR PART.

EXHIBIT "A"
LOCATED IN THE NW 1/4 OF SECTION 18,
T. 13 N., R. 19 W., P.M., M.
MISSOULA, MONTANA



WGM GROUP
www.wgmgroup.com

PROJECT: 18-05-15
FILE No: 180515_esso-tumaround.dwg
FILE PATH:
#Project\180515\CAD Data\Exhibits
LAYOUT: SH12
SURVEYED: ---
DESIGN: ---
DRAFT: CEG
APPROVE: JAD
DATE: DECEMBER 4, 2018
SHEET: 2 OF 2 SHEETS

\$ 435!

After Recording Return to:

City Clerk
435 Ryman St
Missoula, MT 59802

NOTICE OF SPECIAL DEVELOPMENT FEES

PUBLIC NOTICE IS HEREBY PROVIDED that on April 18, 2022 the Missoula City Council adopted Resolution # 8590, which imposed special development fees on the property shown on the attached Exhibit 3 and legally described as:

S.18, T. 13N., R. 20W, P.M., Tract 5 COS 6817
Geocode: 04220018208020000
Current Owner: HEH, LLC

Resolution # 8590 imposes special development fees on the first water and first wastewater connection within the above-described property. A copy of the Resolution can be obtained from the City Clerk's Office.

**NOTICE IS HEREBY GIVEN TO CURRENT PROPERTY OWNER AND
SUBSEQUENT PROPERTY OWNERS, including any assigns or heirs of the current
owner that these fees are to be paid at the time any owner of property within the above-
described property seeks to make a water or wastewater connection to the City system.**

DATED THIS 3rd DAY OF May, 2022.

BY: *Martha L. Rehbein*
Marty Rehbein (May 3, 2022 16:35 MDT)
Martha L. Rehbein
City Clerk



(seal)

EXHIBIT 3

Parcel Identifier	Parcel Description	Geocode	Parcel Owner	Address	# Water Services	# Fire Services	Water Special Development Fee*	# Sewer Services	Sewer Special Development Fee*
GE1	S. 13, T. 13N, R. 20W, P.M., Tract 3 COS 5963	04219913201020000	Kathryn R Flynn Family Limited Partnership	4833 DESCHAMPS LN MISSOULA, MT 59808-8566	0	0	\$0.00	0	\$80,816.04
GE4	S. 12, T. 13N, R. 20W, P.M., Tract 6 COS 3176	04219912101170000	Flynn Family Limited Partnership	COLLEEN MCKINLEY 8623 E ILIFF DR DENVER, CO 80231-3810	10	0	\$344,651.74	10	\$223,310.51
GE5	S. 12, T. 13N, R. 20W, P.M., Tract 4 COS 3176	04219912101190000	Flynn Family Limited Partnership	COLLEEN MCKINLEY 8623 E ILIFF DR DENVER, CO 80231-3810	10	0	\$206,019.42	10	\$129,472.93
EB1	S.7 and S.12, T.13N, R.20W, P.M., Tract E, COS 6850	04220007301250000	Dougherty Ranch, LLC	1185 E COOPER LAKE SHORE RD OVANDO, MT 59854	4	0	\$778,711.68	2	\$209,394.82
MJ1	S.18, T.13N, R. 20W, P.M., Tract 4 COS 6817	04220018208030000	Flynn Family Limited Partnership	COLLEEN MCKINLEY 8623 E ILIFF DR DENVER, CO 80231-3810	5	0	\$184,540.02	5	\$29,875.19
MJ2	S.18, T.13N, R. 20W, P.M., Tract 3 COS 6817	04220018202050000	Mullan Land Holding, LLC	101 E FRONT ST STE 301 MISSOULA, MT 59802-4474	5	0	\$198,440.40	5	\$29,875.19
MJ3	S.18, T.13N, R. 20W, P.M., Tract 2 COS 6817	04220018202040000	HEH, LLC	2265 S 3RD ST W MISSOULA, MT 59801-1334	5	0	\$163,870.56	5	\$29,875.19
MJ4	S.18, T.13N, R. 20W, P.M., Tract 5 COS 6817	04220018208020000	HEH, LLC	2265 S 3RD ST W MISSOULA, MT 59801-1334	5	0	\$149,970.18	5	\$29,875.19
MJ8	S.7, T.13N, R.20W, P.M., Tract C, COS 6850	04220007301090000	Shannon R. Luikart	PO BOX 16064 MISSOULA, MT 59808-6064	1	0	\$137,762.73	4	\$306,069.78
MJ9	S.7, T.13N, R.20W, P.M., Tract 1A, COS 6689	04220007201140000	Missoula Lofts, LLC	2502 E RIVER RD TUCSON, AZ 85718-6509	9	9	\$183,667.15	9	\$123,403.11
MJ10	S.7, T.13N, R.20W, P.M., Tract 2A, COS 6689	04220007201080000	JAMES D DOUGHERTY FAMILY LLC	2704 STRATFORD LN MISSOULA, MT 59808-5876	0	0	\$0.00	0	\$37,762.67

* Total Fee is subject to change based on actual installed quantities of water and sewer service connections. Actual quantities will be coordinated during construction with property owner/developer.
Cost of water and sewer services are summarized as follows:

Item	Unit Cost
2" Water service Stubout	\$5589 per stubout
2" Fire Service Stubout	\$5589 per stubout
2" Water Service Line	\$38.44 per lineal foot
2" water fire service line	\$38.44 per lineal foot
4" sewer service stubout	\$2,176.85 per stubout
6" sewer service stubout	\$3,780.84 per stubout
4" sewer service line	\$49.10 per lineal foot
6" sewer service line	\$72.02 per lineal foot

MS 4350

After Recording Return to:

City Clerk
435 Ryman St
Missoula, MT 59802

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BY: *Martha L. Rehbein*
Marty Rehbein (May 3, 2022 16:35 MDT)
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