

# MCNETT FLATS SUBDIVISION

*Major Subdivision Application*

## Section 19: Title Report

<i>Revision</i>	<i>Date</i>
1 <sup>st</sup> Element Review Copy	August 25, 2020
1 <sup>st</sup> Sufficiency Review Copy	September 1, 2020
Governing Body Review	December 4, 2020



P.O. Box 8223  
Missoula, Montana 59807

2625 Dearborn Avenue, Suite 103  
Missoula, Montana 59804

(406) 728-8404  
Fax (406) 728-4314

[service@tsimissoula.com](mailto:service@tsimissoula.com)

State License No. 8200

Lori Wulf, Escrow Manager  
State License No. 992916



## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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.

Countersigned by:

Authorized Countersignature

Title Services of Missoula, Inc.  
Company Name

2625 Dearborn Avenue  
Suite 103  
Missoula, MT 59804  
City, State



Matt Morris  
President and CEO

Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature 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 countersignature 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.

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

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- (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.

#### **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.

#### **9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

## **STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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Commitment Number: TSI-41559

## SCHEDULE B

1. Requirements:
  - a. Pay the agreed amount for the interest in the land and/or the mortgage to be insured.
  - b. Pay us the premiums, fees and charges for the policy.
  - c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
  - d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
  - e. When the proposed insured seeks ALTA extended coverage, we will require borrowers and/or sellers to execute an Indemnity and Affidavit as to debts, liens, and possession.
  - f. Satisfaction or release filed of record to release all Judgments, Liens, Mortgages, and Trust Indentures, if any, unless the proposed insured desires to assume or subordinate to said obligations.
  - g. COPY OF THE PARTNERSHIP AGREEMENT AND ANY AMENDMENTS FOR FLYNN FAMILY LIMITED PARTNERSHIP, A MONTANA LIMITED PARTNERSHIP, TO DESCRIBE THE REQUIREMENTS (IF ANY) AND IDENTITY AND AUTHORITY OF THE PERSON(S) AUTHORIZED TO CONVEY OR ENCUMBER THE PROPERTY AT ISSUE.
  - h. COPY OF THE OPERATING AGREEMENT AND ANY AMENDMENTS FOR TOLLEFSON PROPERTIES, LLC, A MONTANA LIMITED LIABILITY COMPANY, TO DESCRIBE THE REQUIREMENTS (IF ANY) AND IDENTITY AND AUTHORITY OF THE PERSON(S) AUTHORIZED TO CONVEY OR ENCUMBER THE PROPERTY AT ISSUE.
2. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
  1. Rights or claims of parties in possession not shown by the Public Records.
  2. Easements, or claims of easement, not shown by the Public Records.
  3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
  5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
  6. 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.
  7. (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 rights; (d) any right, title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including, but not limited to oil, gas, coal and other hydrocarbons; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.
  8. County road rights-of-way, the existence of which is dependent in whole or in part upon writings which have not been recorded and indexed as conveyances in the Office of the County Clerk and Recorder pursuant to Title 70, Chapter 21 MCA.
  9. Any inaccuracy in the area, square footage or acreage of land described in Schedule A or in referenced or attached plat, if any, The Company does not represent or insure the area, square footage, or acreage of the land.
  10. GENERAL COUNTY TAXES FOR THE YEAR 2018  
1ST HALF : \$1,543.02 (delinquent)  
PLUS PENALTY AND INTEREST  
2ND HALF : \$1,543.01 due by May 31, 2019  
SUID NO. : 4230713

**SCHEDULE B**

(Continued)

11. GENERAL COUNTY TAXES FOR THE YEAR 2019 ARE A LIEN, THE AMOUNT OF WHICH HAS NOT YET BEEN DETERMINED AND IS NOT YET DUE OR PAYABLE.
12. RURAL SPECIAL IMPROVEMENT DISTRICT NO. 474  
(INCLUDED IN THE GENERAL COUNTY TAXES)  
PURPOSE : Sewer  
MATURES : 2023
13. EASEMENT(S) AS SHOWN ON CERTIFICATE OF SURVEY NOS. 3176, 5699 AND 6109.
14. BOUNDARY AGREEMENT AS DESCRIBED IN CERTIFICATE OF SURVEY NO. 1553.
15. EASEMENT  
GRANTED TO : MISSOULA COUNTY AIRPORT AUTHORITY  
PURPOSE : Avigation  
RECORDED : September 1, 1992  
BOOK/PAGE : Book 360 Micro Records, Page 2047  
TOGETHER WITH APPURTENANT ACCESS AND CLEARING RIGHTS
16. EASEMENT AGREEMENT  
RECORDED : September 1, 1992  
BOOK/PAGE : Book 360 Micro Records, Page 2053
17. EASEMENT  
PURPOSE : Ingress and egress  
RECORDED : July 29, 1998  
BOOK/PAGE : Book 549 Micro Records, Page 1716  
  
AS AMENDED BY INSTRUMENT  
RECORDED : March 23, 2007  
BOOK/PAGE : Book 794 Micro Records, Page 118
18. EASEMENT  
GRANTED TO : MISSOULA COUNTY  
PURPOSE : Public roadway  
RECORDED : February 13, 2004  
BOOK/PAGE : Book 726 Micro Records, Page 565  
TOGETHER WITH APPURTENANT ACCESS AND CLEARING RIGHTS
19. NOTICE OF AIRPORT INFLUENCE AREA BOUNDARIES  
RECORDED : April 12, 2005  
BOOK/PAGE : Book 750 Micro Records, Page 919
20. BOUNDARY LINE AGREEMENT  
RECORDED : August 10, 2006  
BOOK/PAGE : Book 780 Micro Records, Page 1018
21. COVENANTS, CONDITIONS, OR RESTRICTIONS CONTAINED IN WARRANTY DEED  
RECORDED : March 20, 2007  
BOOK/PAGE : Book 793 Micro Records, Page 1341
22. AGREEMENT  
RECORDED : December 18, 2009  
BOOK/PAGE : Book 852 Micro Records, Page 748  
AS FOLLOWS : Contract Agreement for City Public Sanitary Sewer
23. PETITION FOR ANNEXATION TO CITY  
RECORDED : December 18, 2009  
BOOK/PAGE : Book 852 Micro Records, Page 750






**SCHEDULE B**  
(Continued)

24. EASEMENT  
PURPOSE : Water line  
RECORDED : January 12, 2010  
BOOK/PAGE : Book 853 Micro Records, Page 1034
25. EASEMENT  
GRANTED TO : CITY OF MISSOULA  
PURPOSE : Drainage  
RECORDED : August 13, 2010  
BOOK/PAGE : Book 864 Micro Records, Page 382  
TOGETHER WITH APPURTENANT ACCESS AND CLEARING RIGHTS
26. NOTE(S)  
The following matters will not be listed as Special Exceptions in Schedule B of the policy to be issued pursuant to this Commitment. Notwithstanding the absence of a Special Exception in Schedule B of the policy to be issued, there will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted from coverage under the General Exceptions section of Schedule B, excluded from coverage under the Exclusions from Coverage or are not matters for which coverage is afforded under the insuring clauses of the policy.
27. NOTE: If you should need copies, further description of exceptions shown or further explanation of coverages contemplated under this commitment for title insurance, please contact our office. We would be happy to meet with you and/or your clients prior to closing to discuss any questions or concerns that you may have.
28. NOTE: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.
29. NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

6019



6109

1/4	SEC.	Y.	R.
	12	13 N.	20 W.
			
			

SHEET 1 OF 2

COUNTY OF LINCOLN

**OWNERS OF RECORD**

STOKHOLM PROGRAM INVESTIGATOR: I S

**RA**

*This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property including, but not limited to, area, dimensions, easements, encroachments, or location of boundaries. It is not a part of, nor does it modify, the commitment or policy to which it is attached. The company assumes NO LIABILITY for any matter related to this sketch.*

THE FOLLOWING NOTE IS PLACED HEREON AS REQUIRED BY THE MISSOURI COUNTY ATTORNEYS OFFICE:

THIS CERTIFICATE OF SURVEY WAS NOT REVIEWED FOR ADEQUATE ACCESS, INSTALLATION OF UTILITIES, COMPLIANCE WITH ZONING, FLOODPLAIN OR AVAILABILITY OF PUBLIC SERVICES; NOR DOES THIS APPROVAL OBLIGATE MISSOURIA COUNTY TO PROVIDE ROAD MAINTENANCE, DUST ABATEMENT OR OTHER SERVICES.

SAC BX 824 Pj 1131  
SPA BX 824 Pj 1132  
ATF BX 824 Pj 1133  
WB BX 824 Pj 1134

Page: 1  
Case: 11-25 PM  
11/24/2008  
Victor N. Ziser, Niswamy County Clerk

## **Title Services, Inc. Privacy Statement**

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

**In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by us, or other representatives;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

### **Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal information only to those employees who need such access in connection with providing products or services to you for other legitimate business purposes.

### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may disclose your Personal Information:

- to agents, brokers, title insurance companies or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or other functions on our behalf; and
- to employees and to unrelated third parties who need to know that information to assist us in providing services to you.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of a title insurance company is to record documents in the public domain. Such documents may contain your Personal Information.

### **Multiple Products or Services**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

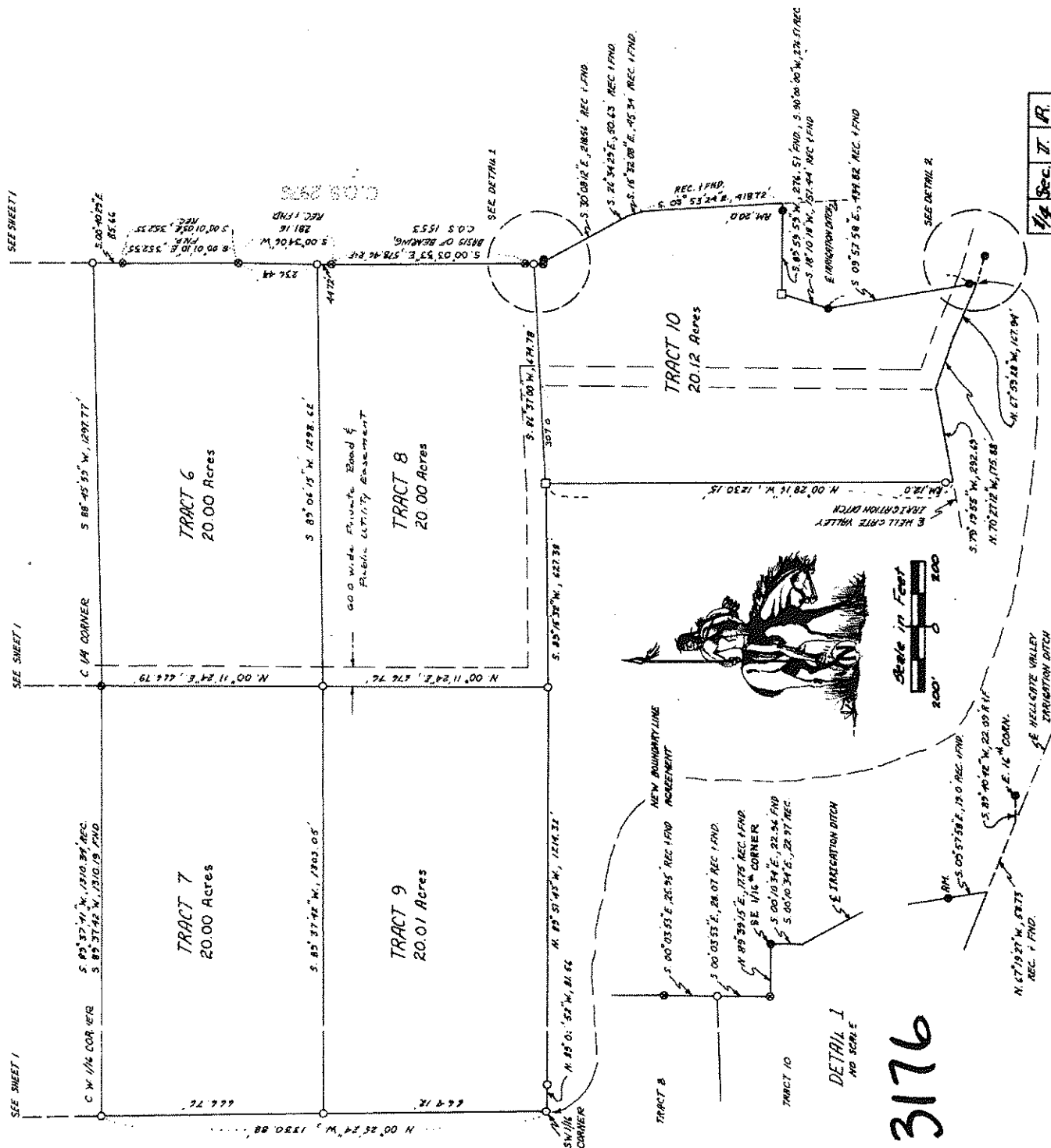
How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

326

Sheet 2 of 2 Sheet  
CERTIFICATE OF SURVEY = 3178  
MISSOULA COUNTY, MONTANA

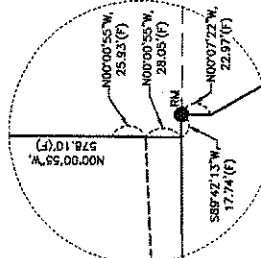
H.D. 3556 89-2350



DETAIL 2  
NO SCALE



b019



0 200' 400'

SCALE IN FEET

**CONSULTING ENGINEERS & LAND SURVEYORS**  
3201 Roswell Street, Mobile, Missouri 65001-4811  
Phone (636) 721-4330 Fax (636) 721-4334

STOCKYARD ROAD INVESTMENTS, LLC - TR. 8 & 10 COS 3176  
MAUREEN MCKINNON EDWARDS & SHEILA MCKINNON - PORTION B - COS 1498  
MOLLY MCKINNON & LAURIE MCKINNON ROLLIN & JOHN MCKINNON

6109

**COS 4112**

1/4	SEC.	T.	R.
	12	13 N.	20 W.
SHEET 1 OF 2			
COUNTY OF MISSOULA			
PRINCIPAL MERIDIAN, MONTANA			
HD--6908			

SAC BX 829 P9 1131  
SPA BX 829 P9 1132  
AFF BX 829 P9 1133  
WV BX 829 P9 1134

005006109  
11/24/2008 03:51:28 PM Certificate of Survey  
Vickie N Zeller, Blount & County Clerk, Blount

CERTIFICATE OF SURVEY NO. 06109

○	SET 5/8"x3/4" REBAR WITH 2" ALUM. CAP MARKED "MILAM 3007"
⊗	RAILROAD TIE -- FENCE CORNER
▲	FOUND -- 5/8" REBAR -- NO CAP
●	FOUND -- 1 1/2" ALUM. CAP -- MK'D. ELI 3713S
□	FOUND -- 1 1/4" YPC -- MK'D. ELI 3713S
(7)	FOUND
(R1)	RECORD -- COS 3176
(R2)	RECORD -- COS 4112
⊙	CENTERLINE
	REFERENCE MONUMENT
	PRI & PUE PRIVATE ROAD & PUBLIC UTILITY EASEMENT
	R/W RIGHT-OF-WAY

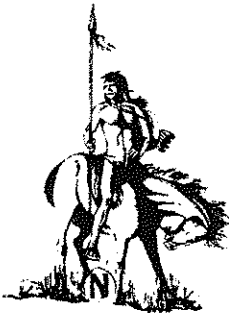
**NOTE:**  
THIS SURVEY IS LOCATED WITHIN MISSOULA CITY  
AND MISSOULA COUNTY, BOTH GOVERNING BODIES  
APPROVED (EXEMPTION AFFIDAVIT) THE SHOWN  
BOUNDARY LINE RELOCATIONS.

THE FOLLOWING NOTE IS PLACED HEREON AS REQUIRED BY THE MISSOULA COUNTY ATTORNEYS OFFICE:

"THIS CERTIFICATE OF SURVEY WAS NOT REVIEWED FOR ADEQUATE ACCESS, INSTALLATION OF UTILITIES, COMPLIANCE WITH ZONING, FLOODPLAIN OR AVAILABILITY OF PUBLIC SERVICES; NOR DOES THIS APPROVAL OBLIGATE MISSOULA COUNTY TO PROVIDE ROAD MAINTENANCE, DUST ABATEMENT OR OTHER SERVICES."

1553

# CERTIFICATE OF SURVEY



## LEGEND:



- Set 3/4" x 24" rebar with 1 1/4" V.P.C. mkd. E.L.I. 37133.
- Set 3/4" x 24" rebar with 1 1/4" Al. Cap. mkd. E.L.I. 37135.
- Found 4" Pipe Corner Post 376.79'
- Found 3/8" rebar with 1 3/16" V.P.C. mkd. E.L.I. 37133
- (P.S.) Record & Set (R.F.) Record & Found

## OWNERS OF RECORD:

Mary Dougherty  
Elmer Flynn et al

N00°14'57"W  
549.22'

N00°40'53"E  
552.23'

N00°40'29"N  
239.57'

N00°01'00"W  
352.35'

N00°34'06"E  
281.16'

N00°43'53"W  
632.48'

N89°00'05"N, 187.57'

## LEGAL DESCRIPTION:

A line located thru the East one-half of Section 12, Township 13 North, Range 20 West, Principal Meridian, Montana, Missoula County, Montana and described further as follows:

Commencing from the Southeast corner of Section 12, thence N.00°33'06" W., along the section line a distance of 1332.69 feet, thence S.89°39'15" W., along the one-sixteenth line a distance of 1307.28 feet to the true point of beginning, said point being the Southeast one-sixteenth corner of Section 12, thence S.89°39'15" W., a distance of 17.75 feet, thence the next thirteen (13) courses along an existing fence line, thence N.00°03'53" W., a distance of 632.48 feet, thence N.00°34'06" E., a distance of 281.16 feet, thence N.00°01'09" W., a distance of 352.35 feet, thence N.00°40'29" W., a distance of 234.57 feet, thence N.00°40'33" E., a distance of 532.23 feet, thence N.00°14'57" W., a distance of 549.22 feet, thence N.00°01'12" W., a distance of 376.79 feet, thence N.00°13'31" W., a distance of 547.68 feet, thence N.00°07'07" W., a distance of 512.05 feet, thence N.89°00'05" W., a distance of 187.57 feet, thence S.87°21'47" W., a distance of 80.75 feet, thence S.89°58'15" W., a distance of 257.06 feet, thence S.89°21'44" W., a distance of 385.32 feet, thence the next course along the Easterly boundary of Certificate of Survey No. 891, thence S.19°46'00" E., a distance of 25.46 feet to the section line and terminus of this line. It is the intent of this survey to establish a legal boundary line between adjacent owners which follows an old established fence line. The first course following the one-sixteenth line and the last course being a portion of the Easterly boundary of Certificate of Survey No. 891.

## OWNERS CERTIFICATION:

We certify that the purpose of this survey is to relocate common boundaries between adjoining properties, and that no additional parcels are created; therefore this survey is exempt from review as a subdivision pursuant to Section 11-3862 (6) (a) R.C.M., 1947.

May 28, 1978

Elmer Flynn

July 28, 1978

Mary Dougherty

Date

Owners sign in black ink

Date

Owners sign in black ink

Subscribed and sworn to before me this 28<sup>th</sup> day of July, 1978

John W. Inabnit

Notary public for the State of Montana

Residing at Missoula, Montana

My commission expires 4-8-80

## SURVEYORS CERTIFICATION:

I hereby certify that to the best of my knowledge this is a true and correct representation of a survey made by me or under my supervision during the month of July, 1978, and that this survey has been prepared in accordance with the Montana Subdivision and Platting Act, R.C.M., 1947, and the regulations adopted pursuant thereto, as I understand them.

S-S-7A

Eden L. Inabnit  
Registered Land Surveyor  
Montana Registration No. 3713 S

## PURPOSE OF SURVEY:

This survey is filed with the intent to qualify for the exemption as found in Section 11-3862 (6) (a) R.C.M., 1947.

TO WIT: Divisions made for the purpose of relocating common boundary lines between adjoining properties.

## THE FINAL APPROVAL OF THIS CERTIFICATE OF SURVEY HAS BEEN GRANTED BY:

Missoula City-County Sanitarian, August 1, 1978

Missoula County Surveyor, August 1, 1978

Date Signed

Date Signed

DETAIL  
NO SCALE

T.P.O.B.

South East 1/16th S. 12

Section breakdown information  
From C.O.S. Number 636.

SEE DETAIL

BASIS OF BEARING

N89°40'40"E, 5218.26' (REF)

C.O.S. 636

Found Corner  
Old m.m. 1955

SURVEY BY  
E.L.I. & ASSOCIATES  
Professional Land Surveyors &  
Land Planners

MISSOULA, MONTANA  
Telephone 549-5022

1/4	1/2	3/4	1	1 1/4	1 1/2	1 3/4	2
1/4	1/2	3/4	1	1 1/4	1 1/2	1 3/4	2
1/4	1/2	3/4	1	1 1/4	1 1/2	1 3/4	2
1/4	1/2	3/4	1	1 1/4	1 1/2	1 3/4	2

CERTIFICATE OF SURVEY  
Missoula County, Montana

I understand and agree that this instrument is not valid unless it is recorded in the public records of the county in which it is made, and that the recording fee shall be paid by the person recording the same.

4288001

1553



AVIGATION EASEMENT

G. Elmer Flynn, Mary Flynn, Frances McQuade, Clarence S. Sinclair Trust and Patricia Sinclair, hereinafter called "Grantors", which shall also mean Grantors and the successors in interest and assigns of Grantors, being the owner of the real property (hereinafter called "Grantors' property") situated in Missoula County, State of Montana, described as follows:

Tracts 4, 5, 6, 7, 8, 9 and 10 of Certificate of Survey No. 3176, located in Section 12, Township 13 North, Range 20 West, Principal Meridian, Montana.

for and in consideration of the sum of One and No/100 Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, hereby grant to the Missoula County Airport Authority ("Authority"),

1. An assignable easement and right-of-way, for the use and benefit of the public, for the free and unobstructed passage of aircraft in, through, and across all of the airspace 70 to 150 feet above grantors' property as more particularly set forth in the exhibits that are attached and commonly known as Exhibit C-1 from the Airport Master Plan dated May 1986 and Part 77, F.A.A. regulations.
2. The right of flight for the passage of aircraft for the use and benefit of the public in the airspace above the Grantors' property, together with the continuing right to cause in said airspace such noise, vibration, dust, fumes, smoke, vapor, and other effects as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in air, using said airspace, or landing at, taking off from, or operating on Missoula International Airport.
3. Grantors' full waiver and release of any right or cause of action which they or any of them now have or may have in the future against the Authority, its successors and assigns, on account of or arising out of such noise, vibration, dust, fumes, smoke, vapor, and other effects heretofore and hereafter caused by the operation of aircraft in said airspace provided, however, the Grantors do not waive or release any right or cause of action as to others which they have, may acquire or which may inure to the benefit of their successors in interest as to noise levels caused by aircraft use as are in excess of Federal Aviation Administration Regulation guidelines.
4. The covenant and agreement that from and after the execution

of this document, Grantors shall not put the Grantors' property to any of the following uses which would:

- (a) Create unreasonable interference with (1) radio communication for aircraft using the airport and (2) electronic navigational aids or devices such as instrument landing systems. Generators, motors, and artificial lighting devices which create excessive static are examples of equipment that can cause interference.
- (b) Create a hazard to flying by materially reducing visibility, such as incinerators, rock crushers, smelters, chemical manufacturing, and similar uses.
- (c) Make it difficult for fliers to distinguish between airport and other navigational lights or markers and other lights; or cause glare to fliers using the airport, such as any arrangement and use of lights which resemble layout or color of a landing area, or search lights or flash-type advertising signs.
- (d) Result in any business, structure, tree, occupation or use which is dangerous or hazardous to the safety of aircraft using Missoula International Airport or to property or persons using Missoula International Airport or flying in the vicinity thereof. Towers, poles, smokestacks, advertising balloons, above-ground bulk storage of petroleum products, and fireworks manufacturing are examples of potentially dangerous uses, structures, and activities.
- (e) Nothing herein shall otherwise restrict or limit the Grantors future use, occupancy or development of the property above described.

It being understood and agreed that the aforesaid covenants, conditions, and restrictions shall run with the land and shall be binding upon the successors and assigns of all of the parties signing below.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year written below.

DATED this 24<sup>th</sup> day of March, 1992

GRANTORS:

G. Elmer Flynn  
G. Elmer Flynn

Frances McQuade  
Frances McQuade

Mary Flynn  
Mary Flynn

Patricia Sinclair  
Patricia Sinclair, individually  
and Trustee of the Clarence S.  
Sinclair Trust

AUTHORITY:

MISSOULA COUNTY AIRPORT AUTHORITY

By: Frank Sullivan  
Frank K. Sullivan, Chairman

[Signature]  
Secretary

STATE OF MONTANA )  
County of Missoula ) ss.

On this 31st day of August, 1992, before me, a  
notary public in and for said state, personally appeared G. Elmer  
Flynn and Mary Flynn known to me to be the persons whose names  
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 first above  
written.

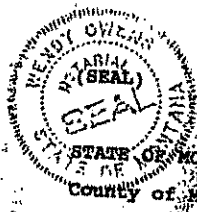


Wendy Owens  
Notary Public for the State of Montana  
Residing at Missoula, Montana  
My commission expires: 11-30-93

STATE OF MT )  
County of Missoula ) ss.

On this 31st day of August, 1992, before me, a  
notary public in and for said state, personally appeared Frances  
McQuade and Patricia Sinclair, known to me to be the persons  
whose names 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 first above  
written.



BOOK 360 PAGE 2050

Wendy Owens  
Notary Public for the State of Montana  
Residing at Missoula, Montana  
My commission expires: 11-30-93

STATE OF MONTANA )  
County of Missoula )

On this 13<sup>th</sup> day of April, 1992, before me, a notary public in and for said state, personally appeared Zane K. Sullivan known to me be the Chairman of the Board of Directors of the Missoula County Airport Authority, and the person who executed this easement on behalf of said Authority, and acknowledged to me that such Authority executed the same.

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



Leanda R. Williams  
Notary Public for the State of Montana  
Residing at Missoula, Montana  
My commission expires: 11-30-94

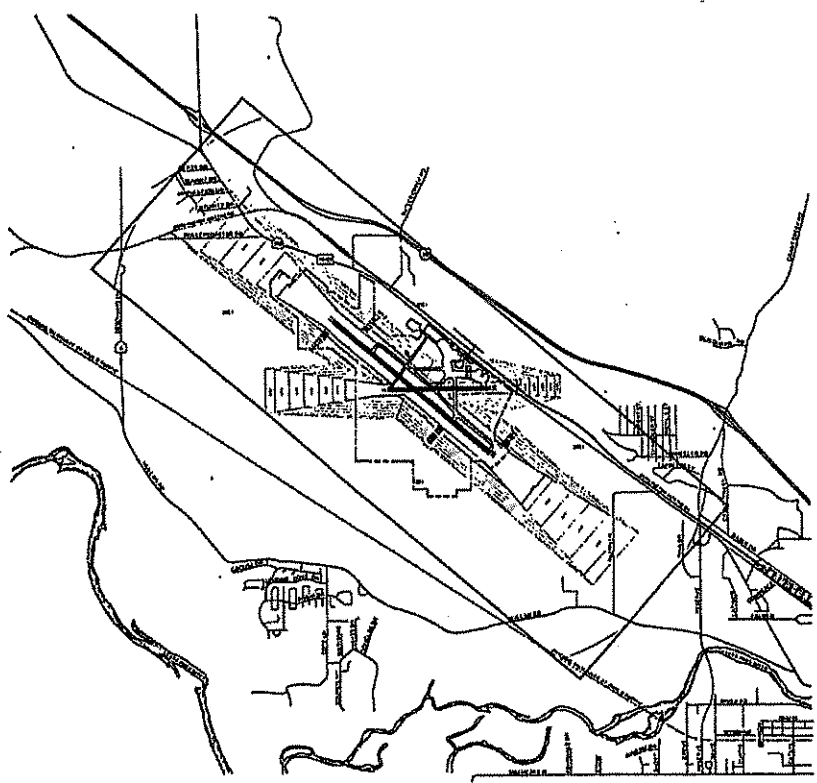
STATE OF MONTANA )  
County of Missoula ) ss.

On the 13<sup>th</sup> day of April, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jack Meyer, known to me to be the Secretary of the Missoula County Airport Authority and the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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



Leanda R. Williams  
Notary Public for the State of Montana  
Residing at Missoula, Montana  
My commission expires: 11-30-94



3300 No Structures or Objects of Natural Growth Permitted Above Graded Elevation in First Above Mean Sea Level

No Development

Airport Areas of Influence

C-1  
EXHIBIT

Master Plan and Noise Compatibility Program - Johnson-Bell Field  
Missouri County Airport Authority

Airport Infr.

Height and Hazard Limitation Zones



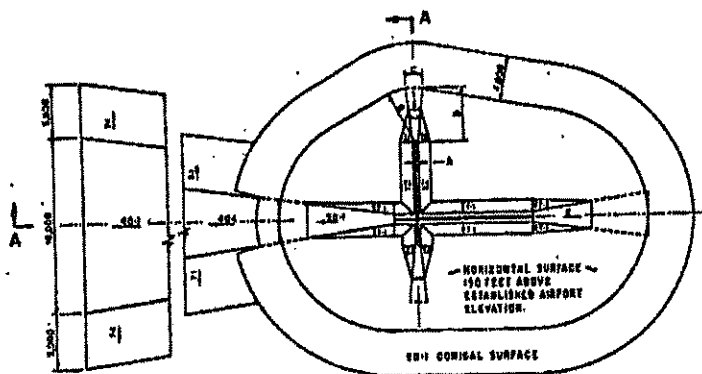
PEAT  
MARWICK

May 1988

PART 1

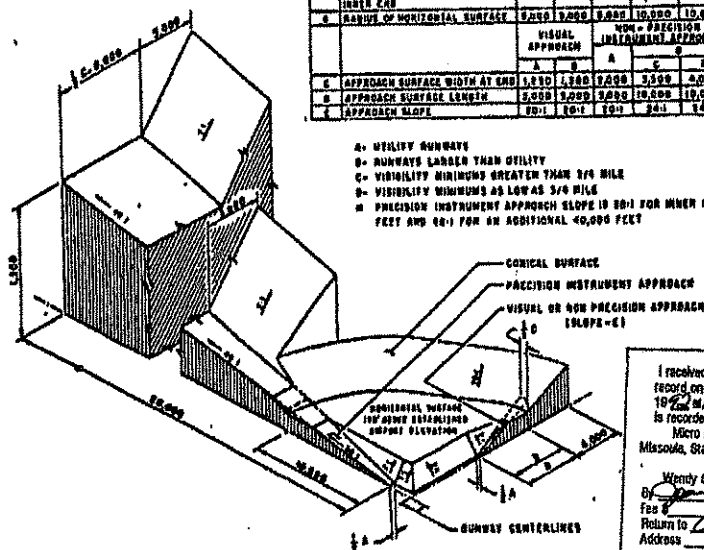
Standard Aeronautical Engineering

BOOK 360 PAGE 2052



DIM	ITEM	DIMENSIONAL STANDARDS (FEET)					
		VISUAL RUNWAY		NON-PRECISION INSTRUMENT RUNWAY		PRECISION INSTRUMENT RUNWAY	
		A	B	A	B	A	B
A	WIDTH OF PRIMARY SURFACE AND APPROACH SURFACE WIDTH AT 1500 FEET	150	300	300	600	1,000	1,000
B	RADIUS OF HORIZONTAL SURFACE	5,000	10,000	5,000	10,000	10,000	10,000
C	APPROACH SURFACE WIDTH AT END	LEAD		LEAD		LEAD	
		1,500	3,000	1,500	3,000	4,000	10,000
D	APPROACH SURFACE LENGTH	5,000	10,000	5,000	10,000	10,000	10,000
E	APPROACH SLOPE	20:1	20:1	20:1	24:1	24:1	24:1

- A- UTILITY RUNWAYS
- B- RUNWAYS LARGER THAN UTILITY
- C- VISIBILITY MINIMUMS GREATER THAN 3/4 MILE
- D- VISIBILITY MINIMUMS AS LOW AS 3/4 MILE
- E- PRECISION INSTRUMENT APPROACH SLOPE IS 20:1 FOR MINOR 10,000 FEET AND 24:1 FOR AN ADDITIONAL 40,000 FEET



ISOMETRIC VIEW OF SECTION A-A

3218808

I received and filed this instrument for record on the 1st day of Sept 1922 at Moscow, Idaho, and it is recorded in Vol. 360 of Micro Records of the County of Blaine, State of Montana on page 2469. Witness my hand: Dec 1922 Wendy Crook, County Recorder. By: [Signature] Deputy. Fee \$ [Amount] Paid. Return to [Address] Address [Address]

SEP 1 1922

SUB-STANDARD QUALITY WHEN FILMED

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 24<sup>th</sup> day of March, 1992, between Missoula County Airport Authority of Missoula, Montana, (hereafter "Grantor") and G. Elmer Flynn, Mary A. Flynn, Frances McQuade, (a/k/a Francis McQuade), Clarence S. Sinclair Trust, and Patricia Sinclair, (hereafter "Grantees"), as follows:

WHEREAS, Grantor owns certain real property located in Missoula County, Montana, and more particularly described as follows:

Tracts 1, 2 & 3 of Certificate of Survey No. 3176, located in Section 12, Township 13 North, Range 20 West, Principal Meridian, Montana; containing 60 acres, more or less; (hereafter Grantor's property); and

WHEREAS, Grantees own certain real property located in Missoula County, Montana, more particularly described as follows:

Tracts 4, 5, 6, 7, 8, 9 & 10 of Certificate of Survey No. 3176, located in Section 12, Township 12 North, Range 20 West, Principal Meridian, Montana; containing 140 acres, more or less; (hereafter Grantees' property); and

WHEREAS, pursuant to the parties agreement to resolve a legal action known as Missoula County Airport Authority vs. G. Elmer Flynn, et al, Missoula County District Court Cause No. 71742, and G. Elmer Flynn, et al., v. Missoula County Airport Authority, et al., Missoula County District Court Cause No. 75620; and

WHEREAS, the parties have agreed to create an easement for the Grantees' benefit and appurtenant to their real property described above, and

WHEREAS, the easement will encumber Grantor's property described above, and

WHEREAS, the parties have reached an agreement about the easement and wish to memorialize their understanding,

NOW, THEREFORE, in consideration of the mutual benefit the parties receive as a result of creating the easement and in consideration for the parties' agreement resolving Missoula County District Court Cause Nos. 71742 and 75620, the parties agree as follows:

1. Grantor conveys to Grantees and their heirs, devisees, and successors in interest a 60-foot wide private right-of-way easement set in at least three (3) feet from the north and east boundary lines of Grantor's property described herein. In other words, the private easement shall be offset from said boundary lines and not abutting them in any way.

2. The easement described herein shall be subject to the following terms and conditions:

- a. The easement described herein shall not cross or abut any part of the Runway 11-29 safety zone that is a portion of Grantor's property described herein.
- b. The Grantees shall bear all other costs including constructing, operating, repairing and maintaining the easement described herein.
- c. Grantees shall provide Grantor reasonable notice of their intention to construct the easement described herein and, with such notice, provide Grantor a copy of construction plans for said easement.

3. Grantees hereby hold and save Grantor harmless from any and all damage arising from their reliance upon or their use of the rights, obligations, easements and rights-of-way described herein.

4. This agreement shall be binding upon the parties and their assigns, successors, executors, personal representatives, administrators, agents and heirs.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 24<sup>th</sup> day of MARCH, 1992.

GRANTEES:

G. Elmer Flynn  
G. Elmer Flynn

Clarence S. Sinclair  
Clarence S. Sinclair

Mary A. Flynn  
Mary A. Flynn

Patricia Sinclair  
Trustee Clarence S. Sinclair  
Trust

Frances McQuade  
Frances McQuade, a/k/a  
Francis McQuade

Patricia Sinclair  
Patricia Sinclair



GRANTOR:

MISSOULA COUNTY  
AIRPORT AUTHORITY

By: Timothy O. Phillips  
Timothy O. Phillips, Director

By: Zane E. Sullivan  
Zane E. Sullivan  
Chairman, Airport Commission

STATE OF MONTANA )  
 ) ss.  
County of Missoula )

On the 10<sup>th</sup> day of March, 1992, before me,  
the undersigned, a Notary Public for the State of Montana,  
personally appeared G. Elmer Flynn and Mary A. Flynn, known to me  
to be the person whose name is subscribed to the foregoing  
instrument and acknowledged to me that he executed the same.

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

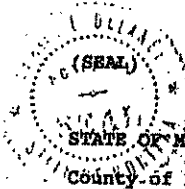


Debra A. Adams  
Notary Public for the State of Montana  
Residing at Missoula, Montana  
My commission expires: 1-20-95

STATE OF MONTANA )  
 ) ss.  
County of Missoula )

On the 10<sup>th</sup> day of March, 1992, before me,  
the undersigned, a Notary Public for the State of Montana,  
personally appeared Frances McQuade a/k/a Francis McQuade, known  
to me to be the person whose name is subscribed to the foregoing  
instrument and acknowledged to me that he executed the same.

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



Dale A. Sullivan  
 Notary Public for the State of Montana  
 Residing at Missoula, Montana  
 My commission expires: 1-22-95

STATE OF MONTANA )  
 ) ss.  
 County of Missoula )

On the 10<sup>th</sup> day of March, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Patricia Sinclair, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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



Dale A. Sullivan  
 Notary Public for the State of Montana  
 Residing at Missoula, Montana  
 My commission expires: 1-22-95

STATE OF MONTANA )  
 ) ss.  
 County of Missoula )

On the 13<sup>th</sup> day of April, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Zane K. Sullivan, known to me to be the Chairman of the Board of Directors of the Missoula County Airport Authority and the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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



Richard D. Williams  
 Notary Public for the State of Montana  
 Residing at Missoula, Montana  
 My commission expires: 11-30-94

BOOK 360 PAGE 2057

STATE OF MONTANA )  
County of Missoula ) ss.

On the 13<sup>th</sup> day of April, 1992, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Timothy O. Phillips, Director of the Missoula County Airport Authority, and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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



Linda R. Williams  
Notary Public for the State of Montana  
Residing at Missoula, Montana  
My commission expires: 11-30-94

9218809

I RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 1 DAY OF Sept 19 92 AT 10:30 O'CLOCK AM AND IT IS RECORDED  
IN VOL 360 OF RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA, ON PAGE 2057 FEE PAID  
RETURN TO Airport Authority WITNESS MY HAND Wendy Crowell COUNTY RECORDER  
ADDRESS file BY per Clarence DEPUTY DOC E

SEP 1 1992

BOOK 549 PAGE 1716

**EASEMENT FOR INGRESS AND EGRESS**

MARY A. FLYNN, as the owner of Tracts 4, 6, 8 and 10, Certificate of Survey No. 3176, records of the Missoula County Clerk and Recorder, hereby grants to the owners of Tracts 5, 7 and 9, Certificate of Survey No. 3176, a 60 foot wide private road and public utility easement for ingress and egress. This easement shall run along the southerly-most boundary of Tract 10, then North along the westerly boundary of Tract 10 until it intersects Tract 8. At Tract 8, the easement shall run along the southerly-most boundary of Tract 8, then along the westerly-most boundary of Tracts 8 and 6. It is the intention of Mary A. Flynn that the easement granted herein replace the access easement depicted on Certificate of Survey No. 3176, as effecting Tracts 8 and 10.

This easement shall be perpetual in nature, shall run with the land, and shall inure to the benefit of the current and future owners of Tracts 5, 7 and 9, Certificate of Survey No. 3176, records of the Missoula County Clerk and Recorder. This easement shall include the right to construct, maintain, and repair any roadway constructed on the easement for ingress and egress purposes.

DATED this 25<sup>th</sup> day of June, 1998.

*Mary A. Flynn*  
MARY A. FLYNN

STATE OF MONTANA )  
 ) ss.  
County of MISSOULA )

On this 25<sup>th</sup> day of June, 1998, before me, the undersigned, a Notary Public for the State of MONTANA, personally appeared Mary A. Flynn, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



*Debra J. Delaney*  
Notary Public for the State of MONTANA  
Residing at: MISSOULA, MONTANA  
My Commission Expires: 1-20-99

'98 JUL 29 PM 4:31

9819475

I RECEIVED AND FILED THIS INSTRUMENT FOR RECORD ON THE 29 DAY OF July 1998 AT MISSOULA MONTANA, AND IT IS RECORDED IN VOL. 549 OF MICRO RECORDS OF THE COUNTY OF MISSOULA, STATE OF MONTANA, ON PAGE 1716. FEE 6.00 PAID OK. RETURN TO Orion Delaney COUNTY RECORDER, DEPUTY DOC. ADDRESS PO BOX 8770 MISSOULA MT 59807

SUB-STANDARD QUALITY WHEN FILMED

Return to:  
Alan F. McCormick  
Garlington, Lohn and Robinson, PLLP  
199 West Pine  
P.O. Box 7909  
Missoula, MT 59807

5  
non  
KC.



### TERMINATION OF EASEMENT AGREEMENT AND QUIT CLAIM DEED

This TERMINATION OF EASEMENT AGREEMENT AND QUIT CLAIM DEED ("Agreement") is made this 21 day of March, 2007 by and among MICHAEL AND SUSAN FLYNN, EDGELL BUILDING AND DEVELOPMENT, INC., a Montana corporation, and STOCKYARD ROAD INVESTMENTS, LLC, a Montana limited liability company, owners of land benefiting from and burdened by certain private road easements, as follows:

#### RECITALS

- A. Michael and Susan Flynn own Tract 9 of C.O.S. No. 3176, records of Missoula County, Montana ("Tract 9"), and have granted Edgell Building and Development, Inc., an option to purchase Tract 9, notice of which was recorded on August 7, 2006, in Book 780 of Micro Records, Page 690, records of Missoula County, Montana.
- B. Stockyard Road Investments, LLC owns Tracts 8 and 10 of C.O.S. 3176, records of Missoula County, Montana ("Tracts 8 and 10").
- C. C.O.S. No. 3176 established certain "Private Road & Public Utility Easements" providing access to the parcels described in the certificate of survey.
- D. By instrument dated June 25, 1990, and recorded at Book 549 of Micro Records, Page 1716, records of Missoula County, Montana, Mary A. Flynn relocated a portion of the Private Road and Public Utility Easements affecting Tracts 8 and 10, C.O.S. No. 3176 for the benefit of the owners of Tract 5, 7 and 9, C.O.S. No. 3176.
- E. C.O.S. No. 5699 shows various public road easements which have been granted in the area to the west of Reserves Street and to the north of Mullen Road. This certificate of survey shows that legal access to the south side of Tract 10 of C.O.S. No. 3176 via George Elmer Boulevard is now provided by a public roadway easement granted by the Emmett H. Flynn Testamentary Trust and the Kathryn R. Flynn Family Limited Partnership to Missoula County which was recorded on February 13, 2004, in Book 726 of Micro Records, Page 567, records of Missoula County, Montana.

F. C.O.S. 5699 also shows that by an instrument dated November 20, 2003, and recorded at Book 726 of Micro Records, Page 565, records of Missoula County, Montana, the Flynn Family Limited Partnership granted a public roadway easement pursuant to certain conditions along the western boundary of Tract 10, C.O.S. No. 3176, continuing north and south through the approximate center of Tracts 8, 6, and 4, C.O.S. No. 3176, and running east to west along the common boundary line between Tracts 4 and 6, C.O.S. No. 3176, as shown on the Exhibit attached to that recorded instrument.


G. The construction of George Elmer Drive has eliminated the need for the parties to utilize the portion of the easements shown on C.O.S. No. 3176 running east and west along the southern boundary of Tract 10, C.O.S. No. 3176, as modified by the instrument recorded at Book 549 of Micro Records, Page 1716, records of Missoula County, Montana.

H. The parties to this Agreement hereby agree to terminate all rights to that portion of the 60' "Private Road and Public Utility" easement running east and west along the southern boundary of Tract 10, C.O.S. No. 3176 as modified by the instrument recorded at Book 549 of Micro Records, Page 1716, records of Missoula County, Montana.

**NOW THEREFORE**, for and in consideration of the termination of their rights to the private road easements by each party to each other party and other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

MICHAEL AND SUSAN FLYNN, as owners of Tract 9, and EDGELL BUILDING AND DEVELOPMENT, INC., as holder of an option to purchase Tract 9, do hereby convey, release, remise, and forever quit claim all rights, title and interest in that portion of the "Private Road and Public Utility Easements" running east and west along the southern boundary of Tract 10 as shown on C.O.S. No. 3176, records of Missoula County, as modified by instrument dated June 25, 1990, and recorded at Book 549 of Micro Records, Page 1716, records of Missoula County, Montana, unto STOCKYARD ROAD INVESTMENTS, LLC.

**WHEREUPON** the parties have signed and executed this agreement on the date first stated above.

  
Michael Flynn

STOCKYARD ROAD INVESTMENTS, LLC,  
a Montana limited liability company

  
Susan Flynn

EDGELL BUILDING AND DEVELOPMENT,  
INC.

By: David Manookian, Manager

  
By: David Edgell, President

 200706821  
Page: 2 of 5  
03/23/2007 04:17P  
Missoula County Vickie M Zeier REL Bk-784 Pg-118



200706821  
Page: 3 of 5  
03/23/2007 04:17P  
Bk-794 Pg-118

Missoula County Vickie H Zeier REL

E. C.O.S. 5099 also shows that by an instrument dated November 20, 2005, and recorded at Book 726 of Micro Records, Page 565, records of Missoula County, Montana, the Flynn Family Limited Partnership granted a public roadway easement pursuant to certain conditions along the western boundary of Tract 18, C.O.S. No. 3176, extending north and south through the approximate corner of Tracts 8, 9, and 4, C.O.S. No. 3176, and running east to west along the western boundary line between Tracts 4 and 6, C.O.S. No. 3176, as shown on the Exhibit attached to that recorded instrument.

G. The construction of George Elmer Drive has eliminated the need for the parties to utilize the portion of the easements shown on C.O.S. No. 3176 running east and west along the southern boundary of Tract 18, C.O.S. No. 3176, as modified by the instrument recorded at Book 849 of Micro Records, Page 1716, records of Missoula County, Montana.

H. The parties to this Agreement hereby agree to terminate all rights to that portion of the 60' "Private Road and Public Utility" easement running east and west along the southern boundary of Tract 18, C.O.S. No. 3176 as modified by the instrument recorded at Book 849 of Micro Records, Page 1716, records of Missoula County, Montana.

NOW THEREFORE, for and in consideration of the termination of their rights to the private road easements by each party to each other party and other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

MICHAEL AND SUKAM FLYNN, as owners of Tract 9, and EDGELL BUILDING AND DEVELOPMENT, INC., as holder of an option to purchase Tract 9, do hereby convey, release, remise, and forever quit claim all rights, title and interest in that portion of the "Private Road and Public Utility Easement" running east and west along the southern boundary of Tract 18 as shown on C.O.S. No. 3176, records of Missoula County, as modified by instrument dated June 25, 1998, and recorded at Book 549 of Micro Records, Page 1716, records of Missoula County, Montana, unto STOCKYARD ROAD INVESTMENTS, LLC.

WHEREUPON the parties have signed and executed this agreement on the date first noted above.

Michael Flynn

Sukam Flynn

STOCKYARD ROAD INVESTMENTS, LLC,  
a Montana limited liability company

EDGELL BUILDING AND DEVELOPMENT,  
INC.

*[Signature of David Mouskine]*  
By: David Mouskine, Manager

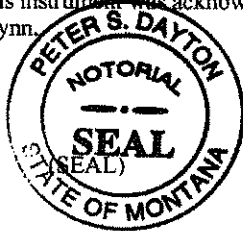
*[Signature of David Edgell]*  
By: David Edgell, President

STATE OF MONTANA )  
 : ss.  
County of Missoula )



200706821  
Page: 4 of 8  
03/23/2007 04:17P  
BK-794 Pg-118

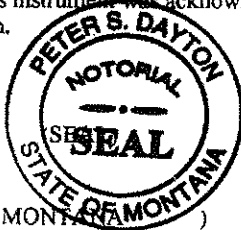
This instrument was acknowledged before me on this 21 day of MARCH, 2007 by  
Michael Flynn.



Printed Name: PETER S. DAYTON  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at MISSOULA  
My Commission expires: JULY 31, 2008

STATE OF MONTANA )  
 : ss.  
County of Missoula )

This instrument was acknowledged before me on this 21 day of MARCH, 2007 by  
Susan Flynn.



Printed Name: PETER S. DAYTON  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at MISSOULA  
My Commission expires: JULY 31, 2008

STATE OF MONTANA )  
 : ss.  
County of Missoula )

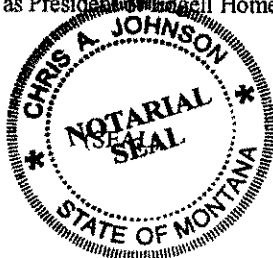
This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by  
David Manookian, as Manager of Stockyard Road Investments, LLC.

(SEAL)

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF MONTANA )  
 : ss.  
County of Missoula )

This instrument was acknowledged before me on this 19 day of March, 2007 by David  
Edgell, as President of Edgell Homes and Development, Inc.



Printed Name: Chris A. Johnson  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at MISSOULA  
My Commission expires: September 18, 2007

NOTARY PUBLIC for the State of Montana  
Residing at Missoula, Montana  
My Commission Expires Sept 18, 2007



STATE OF MONTANA )

County of Missoula )



200706821  
Page: 5 of 5  
03/23/2007 04:17P  
Bk-784 Pg-118

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by  
Michael Flynn.

(SEAL)

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF MONTANA )

County of Missoula )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by  
Susan Flynn.

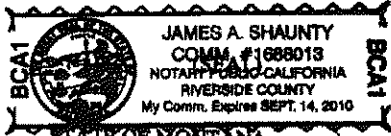
(SEAL)

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF MONTANA )

County of Missoula )

This instrument was acknowledged before me on this 20 day of March, 2007 by  
David Manookian, as Manager of Stockyard Road Investments, LLC

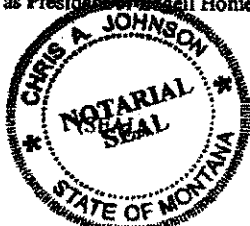


STATE OF MONTANA )

County of Missoula )

Printed Name: JAMES A. SHAUNT  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at INDIAN HILL  
My Commission expires: Sept 14, 2010

This instrument was acknowledged before me on this 19 day of March, 2007 by David  
Edgell, as President of Edgell Homes and Development, Inc.



Printed Name: Chris A. Johnson  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at MISSOULA  
My Commission expires: September 18, 2007

NOTARY PUBLIC for the State of Montana  
Residing at Missoula, Montana  
My Commission Expires Sept 18, 2007

## PUBLIC ROADWAY EASEMENTS

This instrument made this 20 day of Nov, 2003, by and between Flynn Family Limited Partnership, a Montana limited partnership, Grantor and the County of Missoula of the State of Montana, Grantee.

### WITNESSETH

Grantor being the lawful owner of Tracts 4, 6, 8 and 10 of Certificate of Survey No. 3176 located in the E½ of Section 12, Township 13 North, Range 20 West, P.M.M., over which the following public roadway easements cross, 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 public roadway easements over, under, along and across that certain real property located in Missoula County, Montana, and more particularly described as Parcels A, B and C, on the attached Exhibit and by this reference incorporated into and made part of this instrument:

These public roadway easements hereby granted are specifically and expressly made subject to the following limitations and conditions:

- 1) Within 365 days from the date of this document, Grantee shall have a Certificate of Survey prepared and recorded that defines and monuments the final locations of the public roadway easements upon Grantor's land.
- 2) The Board of County Commissioners will vacate all Government Land Office ("G.L.O.") roads, "Petitioned" roads, "Journal" roads, and roads identified in County Road Book "I", across the previously cited lands owned by Grantor.
- 3) In using the public roadway easements, Grantee shall comply with all applicable laws, rules and regulations of any public authority relating to such use, and shall use reasonable care to safeguard Grantor's property from damage. Further, Grantee shall take such action as is reasonably necessary during construction and maintenance activities to control the propagation of noxious weeds from the public roadway easements onto Grantor's land immediately adjacent to the public roadway easements.
- 4) Grantee assumes risk of injury to persons and damage to property arising out of use or operations under these public roadway easements and shall indemnify and hold Grantor harmless from any loss, claim, damage or expense in any way resulting from Grantee's use of the public roadway easements, except to the extent such loss, damage or expense is caused or contributed to by Grantor's negligence.
- 5) Grantee shall keep Grantor's property free from liens arising in any manner out of Grantee's activities and shall promptly discharge any lien that may be asserted by third parties.
- 6) The public roadway easements herein granted are subject to all previously granted easements and rights-of-way for roads, ditches, pipelines, telephone, telegraphic and electric transmission lines as the same now may be constructed, and all other easements now in effect and relating to any portion of the easement area as above described. The parties intend that Grantee take and accept this conveyance subject to all prior easements and in case of conflict between the public roadway easements herein granted and previously granted



easements, it shall be Grantee's obligation to obtain grants of possession or other appropriate releases from former grantees, or their successors in interest, or other affected third parties.

7) Grantee shall keep unimproved portions of these public roadway easements closed for pedestrian, motorized and/or non-motorized travel. Until portions of the public roadway easements are improved with a paved roadway and opened to use by the public, Grantor specifically reserves to itself, its respective agents, employees, contractors, successors and assigns, the right to cross over, on and upon unimproved portions of the above-described public roadway easements whenever in the usual course of Grantor's business it may become necessary, advisable, or convenient for Grantor, its respective agents, employees, contractors, successors and assigns to do so. That is, Grantor, for itself and its agents, employees, contractors, successors and assigns, reserves a temporary right of use over, on and across the public roadway easements herein conveyed over Grantor's property until roadways are improved, paved, and open to public use.

8) Grantee, its assigns, permittees and/or successors may place public utilities within these public roadway easements and may use these public roadway easements for access for the purpose of constructing, maintaining, improving, repairing, and removing public utilities and related improvements including, but not limited to, public sewer, public water, natural gas, buried electrical, buried telephone, and buried cable television. Grantee, its assigns, permittees and/or successors shall have the right at all times of reasonable access to said public roadway easements and to enter upon said public roadway easements for the purpose of constructing, maintaining, improving, repairing or removing public utilities and related appurtenances and shall have the right of reasonable entry upon and temporary use of the property immediately adjacent to said easements for necessary related activities, provided however, that Grantee, its assigns, permittees and/or successors shall make only such disturbances and excavations as is reasonably necessary for their related activities and that each time it is necessary to enter upon said public roadway easements or the property immediately adjacent thereto for the above-described purposes and activities, the surface of the property and improvements thereon shall be restored as close to, as reasonably possible, its original condition by Grantee as promptly as possible.

9) Grantor and Grantee mutually agree that Parcel C is granted subject to an 80 foot wide road right-of-way being obtained from the north end of Parcel C to the southern right-of-way line of West Broadway which is approximately 4,000 feet north of Parcel C. If this right-of-way to West Broadway is not obtained by January 1, 2014 then Parcel C shall be vacated by Grantee unless the owners of the contiguous lands on the east and west mutually agree not to vacate Parcel C as a public roadway easement. Any such vacation shall not extinguish the right-of-way as a public utility easement or as a private roadway and public utility easement.

10) Grantor and Grantee mutually agree and acknowledge that the Grantee's authority applicable to the vacation of the road rights-of-ways, called for in Items 2 and 9 above, are controlled and limited by state law. Therefore the Grantee shall only be obligated to proceed with said vacations to the extent allowed for by the law at the time of said vacations. The Grantor shall provide such request, petitions and the withholding of protests as applicable for the initiation and final completion of said vacations. Should the Grantee not be able to vacate said rights-of-ways, due to the limitations established by state law or due to the ruling of a court of law, this grant of public roadway easement shall remain full in effect in all valid applications.

11) The Certificate of Survey shall name the north/south public roadway (reference Parcels A and C) "George Elmer Drive," and the Board of County Commissioners shall pass a resolution adopting this name for the roadway.

Grantor does hereby designate, grant and convey these public roadway easements and the right of reasonable entry upon and temporary use of the property immediately adjacent to said public roadway easements for necessary activities related to construction of public roadways and/or public utilities.

Grantor agrees not to build any kind of a permanent structure within these public roadway easements.

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

Binding Effect. This grant of public roadway easements, which shall be recorded at the Missoula County Clerk and Recorder's Office, is binding upon the heirs, executors, personal representatives, assigns and successors of the parties hereto and shall run with the land.

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

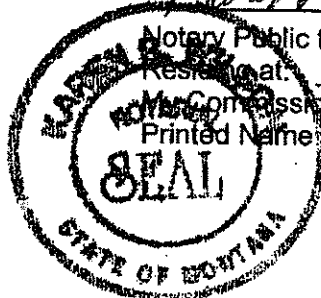
**FLYNN FAMILY LIMITED PARTNERSHIP, a Montana Limited Partnership**  
**By Flynn Management Corporation, General Partner**

Marifrances Courtney, Co President  
BY: Marifrances Courtney, Co President

Colleen McKinley  
BY: Colleen McKinley, Co President

STATE OF MONTANA  
County of Missoula

This instrument was acknowledged before me on this 20<sup>th</sup> day of Nov., 2003, by Marifrances Courtney as Co President of Flynn Management Corporation as General Partner of Flynn Family Limited Partnership, a Montana limited partnership.



Karen R. Wilson  
Notary Public for the State of Montana

Residing at:

My Commission Expires:

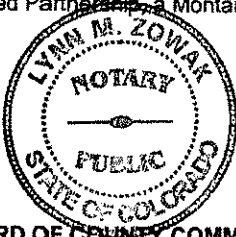
Printed Name of Notary Public:

Karen R. Wilson  
NOTARY PUBLIC for the State of Montana  
Residing at Missoula, Montana  
My Commission Expires 10/18/2005

STATE OF COLORADO  
County of Denver

200403863  
Page: 4 of 5  
32/13/2004 08:25A  
Missoula County Vickie M Zeier E  
8k-726 Pg-565

This instrument was acknowledged before me on this 24th day of Nov., 2003, by Colleen McKinley as Co President of Flynn Management Corporation as General Partner of Flynn Family Limited Partnership, a Montana limited partnership.



Lynn M. Zowak  
Notary Public for the State of Colorado  
Residing at: Denver, CO.  
My Commission Expires: My Commission Expires Aug. 27, 2007  
Printed Name of Notary Public: Lynn Zowak

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF MISSOULA - ACCEPTANCE

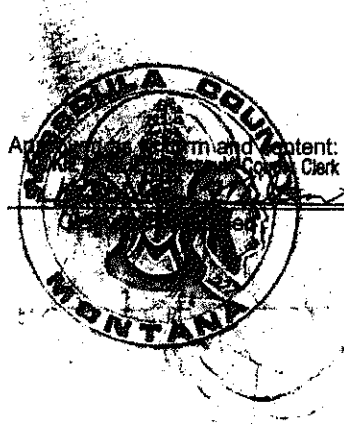
2-10-04

BY: Bill Carey  
Bill Carey, Commissioner

BY: Barbara Evans  
Barbara Evans, Chairman

BY: Jean Curtiss  
Jean Curtiss, Commissioner

ATTEST:  
BY: Michael W. [Signature]  
Deputy County Attorney





200403863

Page: 5 of 5  
02/13/2004 08:25A  
Bk-726 Pg-565

Missoula County Vickie M Zeier E

TRACT 3  
COS 3176

TRACT 5  
COS 3176

TRACT 4  
COS 3176

TRACT 7  
COS 3176

TRACT 6  
COS 3176

TRACT D  
COS 2976

TRACT 9  
COS 3176

TRACT 8  
COS 3176

TRACT 10  
COS 3176



SCALE - FEET

652.46'

40'

40'

40'

648.89'

40'

40'

40'

40'

40'

20.03'

60'

450'R

80' WIDE EASEMENT  
PER BOOK 700  
MICRO, PAGE 251

80'

A

A

C

B

SHEET 1 OF 1

PUBLIC ROADWAY EASEMENT EXHIBIT  
LOCATED IN THE E 1/2 OF SECTION 12,  
T. 13 N., R. 20 W., P.M., M.  
MISSOULA COUNTY, MONTANA

DRAFT: CEG

**WGM GROUP, INC.**  
ENGINEERING • SURVEYING • PLANNING  
3021 Palmer • (406) 728-4611  
P.O. Box 16027 • Missoula, MT 59806

DATE: 10/21/03  
PROJECT: 00-07-06

000706E37.DWG



200508286

Page: 1 of 5

04/12/2005 04:00P

Missoula County Vickie M Zeier NOT

Bk-750 Pg-919

After recording return to:  
Carolynn M. Fagan  
Sullivan, Tabaracci & 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

Missoula County Vickie M Zeier NOT

Bk-750 Pg-919

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: Joe Easton

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, 2004.5



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.

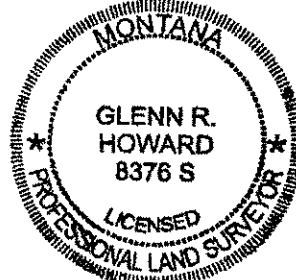
SURVEYORS STATEMENT

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).

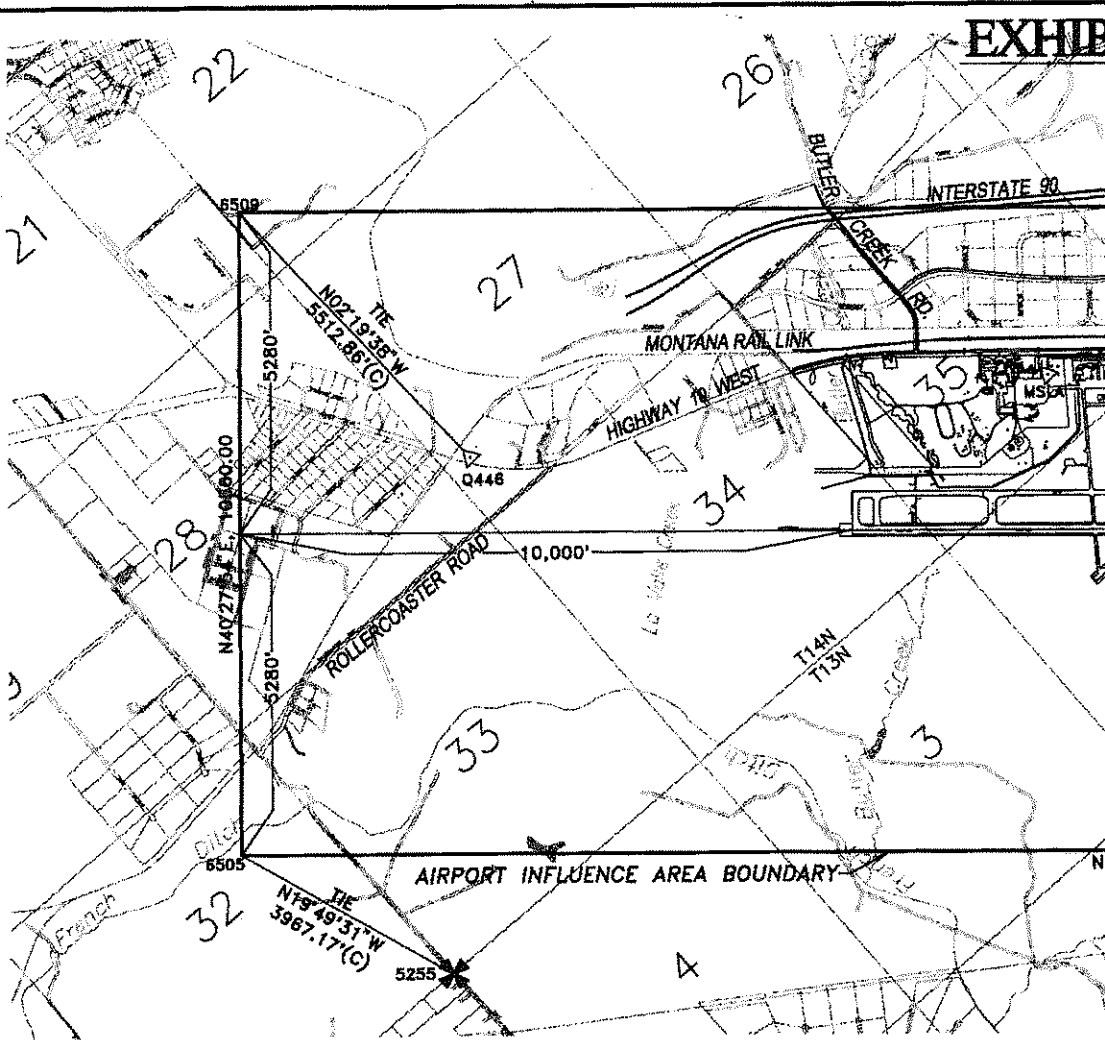
BY:

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

2/16/05  
DATE



EXHIB



NAME	GEODEIC COORDINATES		MT STATE PLANE NAD83(1989)		LOCAL COORDINATES		DESC
	LATITUDE	LONGITUDE	NORTHING	EASTING	NORTHING	EASTING	
6500	48°54'04.1423"N	114°02'00.8268"W	304583.088	254985.988	1000086.65	837033.89	CALCULATE
6504	48°52'44.8920"N	114°03'39.3489"W	302262.614	262738.962	992062.58	830180.82	CALCULATE
6505	48°55'53.7855"N	114°09'02.5827"W	308483.879	246258.843	1011207.41	807737.17	CALCULATE
6509	48°57'13.1127"N	114°07'23.8988"W	310804.353	248483.887	1019241.49	814590.44	CALCULATE
5120	48°54'25.0235"N	114°02'21.9777"W	305252.586	254552.494	1002211.48	835549.84	2 1/4" BI
5147	48°52'39.7404"N	114°03'36.1057"W	302102.358	252755.983	991540.58	830287.22	1 1/2" BI
5255	48°55'16.8860"N	114°08'43.1598"W	307325.174	246598.189	1007475.40	809082.89	2 1/4" BI
5428	48°55'17.1182"N	114°04'54.3060"W	307045.029	251430.125	1007488.18	824970.97	2 1/2" BI
5609	48°53'08.2298"N	114°02'47.5409"W	302917.827	253875.236	994428.00	833778.96	5/8" REB
MSLA	48°55'27.8866"N	114°05'24.8453"W	307413.711	250809.135	1008575.19	822864.65	3 1/4" BI
Q446	48°58'18.7534"N	114°07'20.8391"W	309125.579	248453.472	1013733.17	814814.31	STAINLESS
R002	48°54'22.9805"N	114°03'11.3818"W	305248.598	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 MT 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.	DATE

DESIGN

DRAWN

CHECKED

PROJ. NO.

DATE

2/2005

**DJA, P.C.**

CONSULTING ENGINEERS AND SURVEYORS

3000 North 10th Street, Suite 100, Lincoln, NE 68504

Phone: (402) 488-1100 Fax: (402) 488-1101

200508286  
 Page: 4 of 5  
 04/12/2005 04:00P  
 Missouri County Vickie R Zeller NOT  
 BK-750 Pg-919

F:\4927\dwg\SURVEY-SI FEET.dwg, 2/16/2005 10:26:36 AM

F "A"

36

R19W T14N  
R20W T13N

S49°32'06"E 29499.71'

EXPRESSWAY

3426

2

32°06'W, 29499.71'

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PUNCH MARK  
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EEL ROD  
NUM CAP

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.

NA STATE  
(7) AND



200508286

Page: 3 of 8  
04/12/2005 04:00P  
Bk-750 Pg-919

Missoula County Vickie H Zeier NOT

PREPARED FOR:  
MISSOULA INTERNATIONAL AIRPORT  
MISSOULA, MONTANA

MISSOULA INTERNATIONAL AIRPORT  
INFLUENCE AREA

SHEET

OF

1

1

Return to:  
WGM Group, Inc.  
PO Box 16027  
Missoula, MT 59808-6027



8  
Non  
UES

### BOUNDARY LINE AGREEMENT

This agreement is made this 9<sup>th</sup> day of August, 2006, by and between Michael and Susan Flynn, the Flynn Family Limited Partnership, and Grass Valley Project, LLC (the Parties).

#### RECITALS:

The Parties own the following described real property situated in the south one-half (S ½) of Section 12, Township 13 North, Range 20 West, Principal Meridian, Montana:

- A. Michael and Susan Flynn are the owners of that certain tract of land described in Book 602 Micro, Page 1691, on file in Missoula County, Montana, said tract also delineated as "Tract 9" on Certificate of Survey Number 3176, on file in Missoula County, Montana.
- B. The Flynn Family Limited Partnership is the owner of two of those tracts of land described in Book 552 Micro, Page 206, on file in Missoula County, Montana, said tracts more particularly described as "Tract 8" and "Tract 10" on said Certificate of Survey Number 3176.
- C. Grass Valley Project, LLC is the owner of two of those tracts of land described in Book 524 Micro, Page 1993, on file in Missoula County, Montana, more particularly described as follows: the southeast one-quarter of the southwest one-quarter (SE ¼ SW ¼), the west 609.18 feet of the southwest one-quarter of the southeast one-quarter (SW ¼ SE ¼) both located in Section 12, Township 13 North, Range 20 West, Principal Meridian, Montana.
- D. A boundary line agreement appears to have been accomplished in 1985 to identify a common boundary between and among the tracts described in Paragraphs A, B, and C above. This common boundary runs along the southerly and westerly lines of the tracts described in Paragraphs A and B above, and along the northerly and easterly lines of the tracts described in Paragraph C above. The ostensible boundary line agreement of 1985

appears to have been a verbal agreement between the brothers Elmer and Emmett Flynn. Elmer owning the real property described in Paragraph C above, and Emmett Flynn owning the real property described in Paragraphs A and B above. No written record of the ostensible 1985 agreement exists in the public record, nor do any owners of the affected tracts have any written record of the agreement except for what is shown on Sheet 2 of said Certificate of Survey Number 3176.

- E. All of the Parties named in this agreement acknowledge that if written record of the said 1985 agreement is recovered, this agreement supersedes and replaces the 1985 written record.
- F. The Parties recognize that the location of the boundary line between the real properties described in Paragraphs A, B, and C should be memorialized so as to remove any uncertainties in location or questions as to title along said boundary line.

NOW, THEREFORE, the Parties covenant and agree as follows:

- 1. The above Recitals are contractual, and are incorporated herein by reference.
- 2. The Parties have agreed for themselves, their heirs, successors, and assigns, that the common boundary line between the real properties described in Paragraphs A, B, and C above, is described and shown on the "Boundary Line Agreement Exhibit" attached hereto, and by this reference incorporated herein.
- 3. For the purpose of removing uncertainties as to title along said boundary line, the Parties hereby release and quitclaim as follows:
  - a) Michael and Susan Flynn release and quitclaim to Grass Valley Project, LLC all right, title, and interest in the real property south of the portion of said common boundary line described and shown on said "Boundary Line Agreement Exhibit" attached hereto as "SEGMENT 1" and "SEGMENT 2."
  - b) Grass Valley Project, LLC releases and quitclaims to Michael and Susan Flynn all right, title, and interest in the real property north of the portion of said common boundary line described and shown on said "Boundary Line Agreement Exhibit" attached hereto as "SEGMENT 1" and "SEGMENT 2."



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Page: 2 of 8

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Missoula County Vickie M Zeier CR

Bk-780 Pg-1018

- c) Grass Valley Project, LLC releases and quitclaims to the Flynn Family Limited Partnership all right, title, and interest in the real property north of the portion of said common boundary line described and shown on said "Boundary Line Agreement Exhibit" attached hereto as "SEGMENT 3."
  - d) The Flynn Family Limited Partnership releases and quitclaims to Grass Valley Project, LLC all right, title, and interest in the real property south of the portion of said common boundary line described and shown on said "Boundary Line Agreement Exhibit" attached hereto as "SEGMENT 3."
  - e) Grass Valley Project, LLC releases and quitclaims to The Flynn Family Limited Partnership all right, title, and interest in the real property east of the portion of said common boundary line described and shown on said "Boundary Line Agreement Exhibit" attached hereto as "SEGMENT 4."
  - f) The Flynn Family Limited Partnership releases and quitclaims to Grass Valley Project, LLC all right, title, and interest in the real property west of the portion of said common boundary line described and shown on said "Boundary Line Agreement Exhibit" attached hereto as "SEGMENT 4."
4. The covenants contained herein represent the entire agreement of the Parties.
5. This Boundary Line Agreement which shall be recorded at the Missoula County Clerk and Recorder's Office, is binding upon the heirs, executors, personal representatives, assigns, and successors of the parties hereto, and shall run with the land.

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

**MICHAEL AND SUSAN FLYNN**

BY: Michael E. Flynn  
Michael E. Flynn

BY: Susan Flynn  
Susan Flynn

THE FLYNN FAMILY LIMITED PARTNERSHIP

BY: Marifrances Courtney  
Marifrances Courtney, Co-President

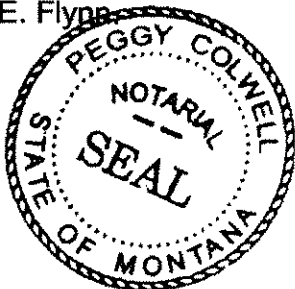
BY: Colleen McKinley  
Colleen McKinley, Co-President

GRASS VALLEY PROJECT, LLC

BY: Kevin Mytty  
Kevin Mytty, Managing Member

STATE OF Montana  
County of Missoula

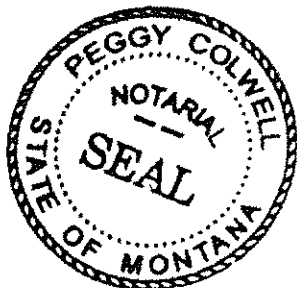
This instrument was acknowledged before me on this 12<sup>th</sup> day of July, 2006, by Michael E. Flynn.



Peggy Colwell  
Notary Public for the State of MONTANA  
Residing at: MISSOULA  
My Commission Expires: JULY 1, 2010  
Printed Name of Notary Public: PEGGY COLWELL

STATE OF Montana  
County of Missoula

This instrument was acknowledged before me on this 12<sup>th</sup> day of July, 2006, by Susan Flynn.



Peggy Colwell  
Notary Public for the State of MONTANA  
Residing at: MISSOULA  
My Commission Expires: JULY 1, 2010  
Printed Name of Notary Public: PEGGY COLWELL



Missoula County Vickie M Zeier CA

200620126

Page: 4 of 8

08/10/2006 03:03P

8k-750 Pg-1018

STATE OF MONTANA  
County of MISSOULA

This instrument was acknowledged before me on this 10<sup>th</sup> day of July 2006, by Marifrances Courtney, known to me to be the Co-President of the Flynn Family Limited Partnership.



MILLIE E. HAGGARD  
NOTARY PUBLIC-MONTANA  
Residing at Missoula, Montana  
My Comm. Expires Feb. 18, 2007

Millie E. Haggard  
Notary Public for the State of MONTANA  
Residing at: MISSOULA  
My Commission Expires: FEB. 18, 2007  
Printed Name of Notary Public: MILLIE E. HAGGARD

STATE OF MONTANA  
County of MISSOULA

This instrument was acknowledged before me on this 10<sup>th</sup> day of July 2006, by Colleen McKinley, known to me to be the Co-President of the Flynn Family Limited Partnership.

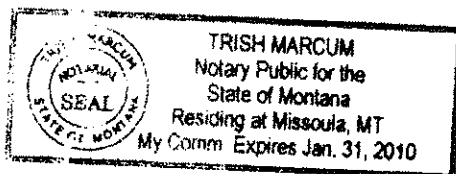


MILLIE E. HAGGARD  
NOTARY PUBLIC-MONTANA  
Residing at Missoula, Montana  
My Comm. Expires Feb. 18, 2007

Millie E. Haggard  
Notary Public for the State of MONTANA  
Residing at: MISSOULA  
My Commission Expires: FEB. 18, 2007  
Printed Name of Notary Public: MILLIE E. HAGGARD

STATE OF Montana  
County of Missoula

This instrument was acknowledged before me on this 9 day of August 2006, by Kevin Mytty, known to me to be the managing member of the Grass Valley Project, LLC.



Trish Marcum  
Notary Public for the State of Montana  
Residing at: MISSOULA  
My Commission Expires: 1/31/10  
Printed Name of Notary Public: Trish Marcum



Missoula County Vickie M Zeier CA

200620126

Page: 5 of 8  
08/10/2006 03:03P

Bk-780 Pg-1018



200620126

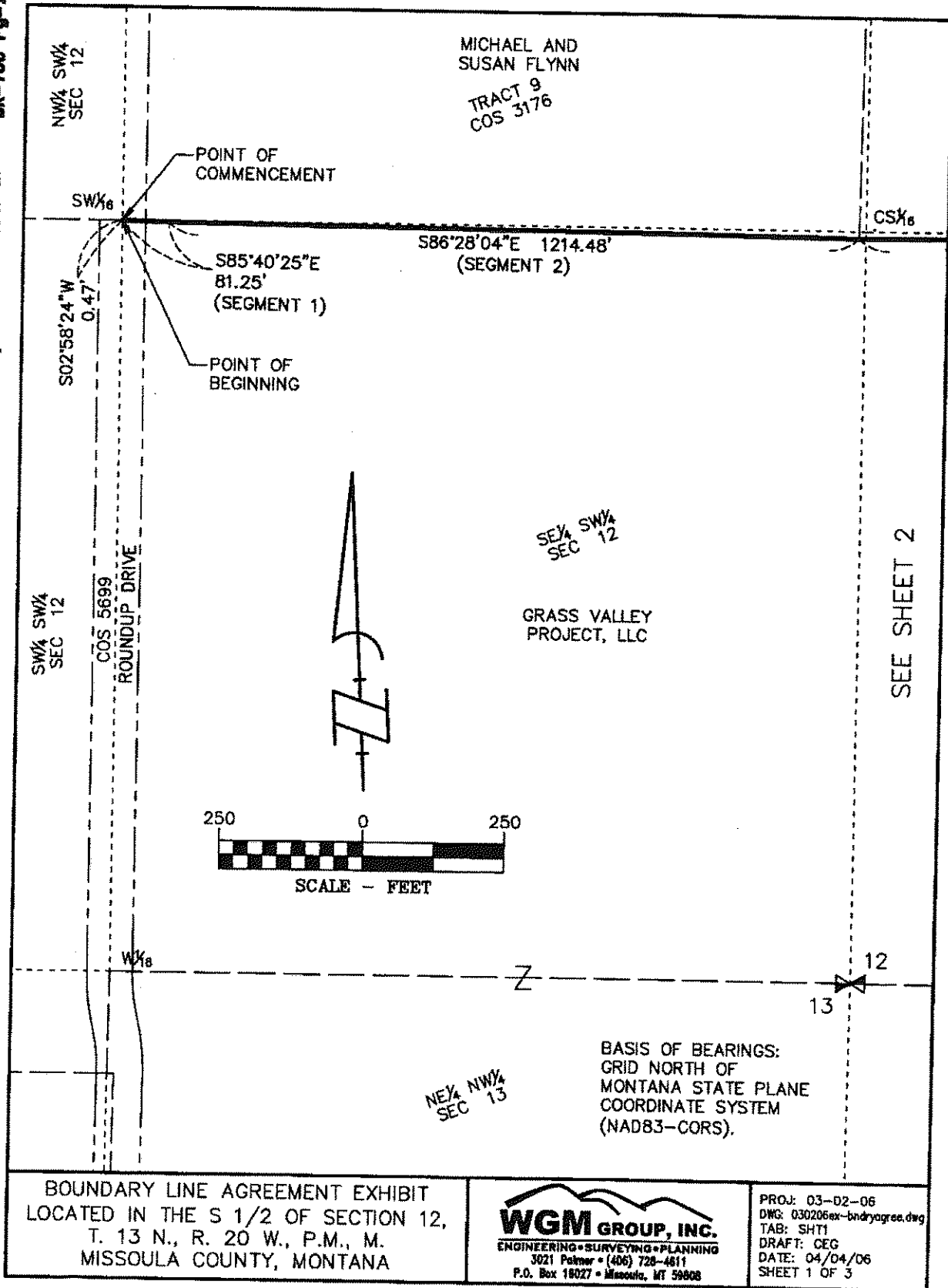
Page: 6 of 8

08/10/2006 03:03p

Bk-780 Pg-1018



Missoula County Vickie M Zeller CR



200620126

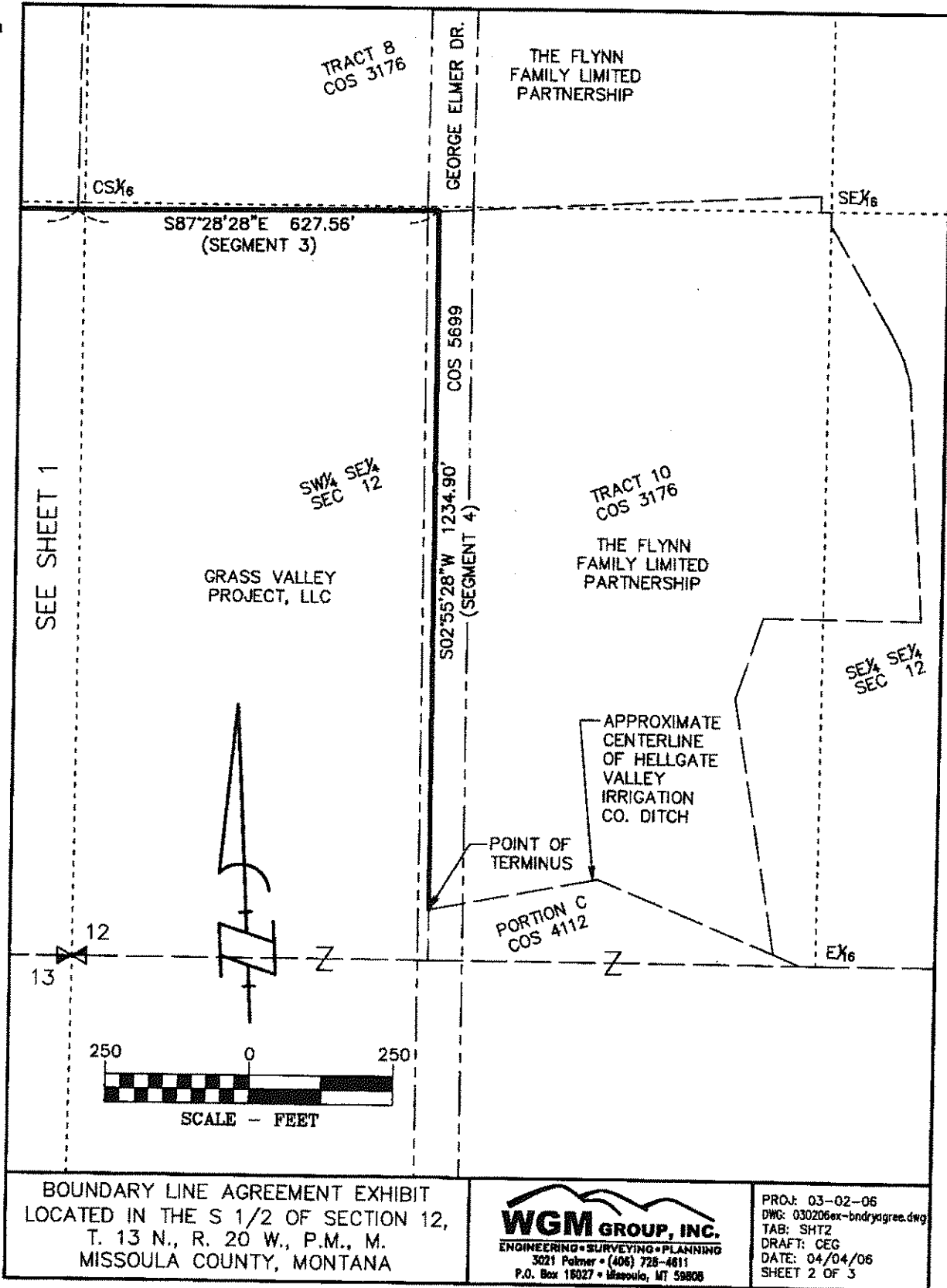
Page: 7 of 8

08/10/2006 03:03P

Bk-780 Pg-1018



Missoula County Vickie M Zater CA



BOUNDARY LINE AGREEMENT EXHIBIT  
LOCATED IN THE S 1/2 OF SECTION 12,  
T. 13 N., R. 20 W., P.M., M.  
MISSOULA COUNTY, MONTANA

**WGM GROUP, INC.**  
ENGINEERING • SURVEYING • PLANNING  
3021 Palmer • (406) 728-4811  
P.O. Box 16027 • Missoula, MT 59806

PROJ: 03-02-06  
DWG: 030206ex-bndryagree.dwg  
TAB: SHT2  
DRAFT: CEG  
DATE: 04/04/06  
SHEET 2 OF 3



LEGAL DESCRIPTION\*\*\*\*

A LINE COMPRISED OF FOUR SEGMENTS LOCATED IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 13 NORTH, RANGE 20 WEST, PRINCIPAL MERIDIAN, MONTANA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE S 02°58'24" W ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 0.47 FEET TO THE POINT OF BEGINNING; THENCE S 85°40'25" E, 81.25 FEET, BEING SEGMENT 1; THENCE S 86°28'04" E, 1214.48 FEET, BEING SEGMENT 2; THENCE S 87°28'28" E, 627.56 FEET, BEING SEGMENT 3; THENCE S 02°55'28" W, 1234.90 FEET, BEING SEGMENT 4, TO THE POINT OF TERMINUS.

BASIS OF BEARINGS FOR THIS EXHIBIT IS GRID NORTH OF MONTANA STATE PLANE COORDINATE SYSTEM (NAD83-CORS).

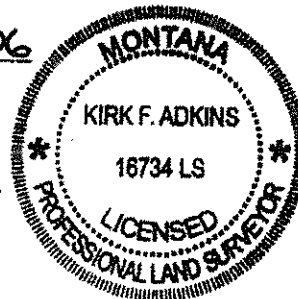
SURVEYOR'S STATEMENT\*\*\*\*

THIS EXHIBIT WAS PREPARED UNDER MY SUPERVISION.

  
KIRK F. ADKINS, P.L.S.  
MONTANA REGISTRATION NO. 16734LS  
FOR WGM GROUP, INC.

DATE 6/22/06

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



BOUNDARY LINE AGREEMENT EXHIBIT  
LOCATED IN THE S 1/2 OF SECTION 12,  
T. 13 N., R. 20 W., P.M., M.  
MISSOULA COUNTY, MONTANA

  
**WGM GROUP, INC.**  
ENGINEERING • SURVEYING • PLANNING  
3021 Palmer • (406) 728-4611  
P.O. Box 16027 • Missoula, MT 59808

PROJ: 03-02-06  
DWG: 030206ax-bndryagree.dwg  
TAB: SHT3  
DRAFT: CEG  
DATE: 04/04/06  
SHEET 3 OF 3

Return To:  
Stockyard Road Investments LLC  
P.O. Box 2000  
Sun Valley, ID 83353

BK 2

152605-M

**WARRANTY DEED**

FOR A VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned,

**FLYNN FAMILY LIMITED PARTNERSHIP**, a Montana limited liability partnership,

hereby grants unto

**STOCKYARD ROAD INVESTMENT, LLC**, a Montana limited liability company,  
whose address is P.O. Box 2000, Sun Valley, ID 83353  
real property located in Missoula County, Montana more particularly described as follows:

\*  
Tracts 8 and 10 of Certificate of Survey No. 3176, according to the official  
Certificate of Survey thereof recorded in the records of Missoula County,  
Montana \*located in Section 12, Township 13 North, Range 20 West RM

**TOGETHER** with all rights-of-way, tenements, hereditaments, privileges and appurtenances thereto; **BUT NOT INCLUDING** any water rights and ditch rights appurtenant to or used on the property.

**RESERVING THEREFROM**, all water rights and ditch rights appurtenant to or used on the property which shall remain the property of the Grantor.

**TO HAVE AND TO HOLD** unto Grantee, its successors and assigns, forever,  
**SUBJECT TO THE FOLLOWING:**

- (a) Reservations and exceptions in patents from the United States or the State of Montana;
- (b) Existing easements and rights-of-way of record;
- (c) All building, use and zoning restrictions; and

(d) Taxes and assessments for 2006 and subsequent years.

**EXCEPT** with reference to the items referred to in paragraphs (a) to (d) inclusive, this deed is given with the usual covenants expressed in Section 30-11-110, MCA.

DATED March 15, 2007.

FLYNN FAMILY LIMITED PARTNERSHIP,  
a Montana limited liability partnership.

Marifrances Courtney  
By: Marifrances Courtney, Co-President

Colleen McKinley  
By: Colleen McKinley, Co-President

STATE OF MONTANA     )  
                                      :SS.  
County of Missoula     )

This instrument was acknowledged before me on the 15 day of March, 2007, by Marifrances Courtney, as Co-President of Flynn Family Limited Partnership.



Rhonda Huntley  
Printed name of Notary  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at Missoula  
My Commission Expires: 7/1/2009

STATE OF MT     )  
                                      :SS.  
County of Missoula     )

This instrument was acknowledged before me on the 15 day of March, 2007, by Colleen McKinley, as Co-President of Flynn Family Limited Partnership.



Rhonda Huntley  
Printed name of Notary  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at Missoula  
My Commission Expires: 7/1/2009



Return to: City Clerk  
City of Missoula  
435 Ryman Street  
Missoula MT 59802-4297

200929697 B: 852 P: 748 Pages: 3  
12/18/2009 09:53:08 AM Contracts & Agreements  
Vickie M Zeier, Missoula County Clerk & Recorder



SA 3224  
P9454

**CONTRACT AGREEMENT, For City Public Sanitary Sewer  
Subject to Provisions of the Most Recently Adopted Building Codes  
And  
Subject to Municipal Administration**

**THIS CONTRACT AGREEMENT**, made this 23 day of November, 2009, by and between the City of Missoula, a municipal corporation organized under the laws of the State of Montana, as grantor of City sewer services, hereinafter referred to as "City," and Stockyard Road Investments, LLC, as grantee recipient(s) of City sewer services, hereafter referred to as "Grantee," whose mailing address is Post Office Box 2060, Sun Valley, Idaho 83353.

**WHEREAS**, "Grantee" is/are the owner(s) of the real property commonly known as Tract 8A of Certificate of Survey No. 6109, described below and made a part of this agreement; and

Tract 8A of Certificate of Survey No. 6109 Geocode #219912101230000

**WHEREAS**, the City of Missoula owns and operates a municipal sanitary sewer system known as the Flynn Ranch Subdivision Collector System; and

**WHEREAS**, the parties are desirous of entering into a contract agreement pursuant to MCA 7-13-4312 for the City of Missoula to furnish City sewer services to "Grantee" at rates adopted in accordance with Montana State Law.

**WITNESSETH:**

**IN CONSIDERATION** of the performance of the terms and conditions of this Contract Agreement on the part of each party, and pursuant to MCA 7-13-4312 and MCA 7-13-4314, IT IS HEREBY AGREED AS FOLLOWS:

**(1) Furnishing of Municipal Sanitary Sewage Services**

"City" hereby agrees to furnish sanitary sewer services to "Grantee" for the real property as above described. It is contemplated that this service will be provided through a lateral sanitary sewer line extension, which will connect to the Flynn Ranch Subdivision Collector System. Nothing in this Contract Agreement shall obligate "City" to pay the costs of right-of-way acquisition, engineering, construction and other building costs for the sewer line extension from the Flynn Ranch Subdivision Collector System to the "Grantee" property.

**(2) Sanitary Sewer Connections**

Upon approval by the City Engineer's Office, "Grantee" will be given permission to extend nine (9) sanitary sewer stubs from the municipal sewer system via the Flynn Ranch Subdivision Collector System to the property line of the property described herein. Any additional sewer stubs shall require a new application for city sewer service. Prior to connecting any residential or commercial building or any other structure to the sewer service stub-out(s), a request must be submitted to "City" for sewer service describing the use of the building proposed to be connected. The request is to be reviewed and approved by "City" prior to any connection of a residential or commercial building, or other structure. No residential or commercial building or any other structure shall be allowed to connect to the sewer service extension unless approval has first been obtained from the City of Missoula Public Works Department or the City Sewer Review Committee.

**(3) Maintenance**

Upon completion and acceptance of construction and the approval of access to the sanitary sewer lines constructed in easements, maintenance and repair of the mains servicing "Grantee" property shall become and remain the responsibility of the "City." Maintenance and repair of the lateral service lines serving the "Grantee" property shall become and remain the responsibility of the owners.

**(4) Rates**

Upon connection of a residential or commercial building or any structure to the sewer service stub on the real property described above that feeds into the municipal sanitary sewer system, "Grantee" agrees to pay to "City" such sanitary sewer charges, rates and fees as are established by "City" in accordance with Montana State Law. Should the Public Service Commission allow the City to charge a higher rate to non-city users, "Grantee" agrees to pay said rates, charges and fees from the date "Grantee" connects to the city sewer system.

**(5) Consent to Annexation**

Pursuant to Section 7-13-4314, MCA that states that any person, firm, or corporation outside of the incorporated city limits may be required by the City as a condition to initiate such service, to consent to annexation of the tract served by "City." Upon connection to the sewer service stub(s) by any residential or commercial building or any other structure located on the property described herein, "Grantee" agrees to consent to annexation under the following conditions and in the following manner:

- (a) In the event the City decides to annex the real property subject to this Contract Agreement, "Grantee" hereby consents to said annexation and waives any right of protest to said annexation proceedings.
- (b) "Grantee" hereby agrees and consents to, and hereby submits the real property described herein to municipal taxation and assessments including but not limited to sanitary sewer utility assessments in the same manner as other private property within the city is taxed and assessed for municipal tax, assessment and utility service purposes.
- (c) "Grantee" hereby signs the petition requesting annexation attached to and made a part hereof under this Contract Agreement for municipal sanitary sewer services at the time of signing this contract agreement. Such petition shall be filed with the City Clerk.
- (d) A copy of this Contract Agreement shall be filed with the office of the Missoula County Clerk and Recorder.
- (e) Subsequent to this Contract Agreement all deeds to parcels of land within the property subject to this Contract Agreement granted by "Grantee" shall contain the following consent to annexation and waiver:

*"The Grantee hereby covenants and agrees that acceptance of this deed does constitute a waiver of the statutory right of protest against any annexation procedure initiated by the City of Missoula with respect to the property described herein. Grantee also agrees that acceptance of a deed constitutes an obligation on the part of Grantee to initiate annexation procedures per the Petition to Annex on file at the City Clerk's Office.*

*This consent to annexation and waiver shall run with the land and shall forever be binding upon the Grantee, their transferees, successors and assigns."*

**(6) Special Conditions**

As a condition of this contract, all proposed development benefitting from municipal sanitary sewer services, shall be constructed to City approved urban standards. All proposed development plans shall be reviewed by the Missoula Office of Planning and Grants staff and the City Engineer to assure compatibility with urban standards. The following urban subdivision and zoning regulations shall apply, including, but not limited to:

- (a) City Subdivision Regulations Article 3, Sections 3-1 through 3-7 and 3-14.
- (b) City Zoning Ordinances, Chapters 19.67, 19.71 and 19.78.
- (c) City ordinances related to site development as described in Missoula Municipal Codes, Chapters 12.08, 12.12, 12.16, 12.20, 12.24, 12.30, 12.36 and 12.48 as well as Chapters 13.04, 13.06, 13.08, 13.10, 13.12, 13.16, 13.24 and 13.26.
- (d) The City of Missoula hereby retains the right to revoke sanitary sewer services to the herein described property in the event these conditions are not met by the property owner or the heirs, successors, administrators, executors, personal representatives and assigns of the property owner.

(e) "Grantee", as recipient(s) of City sewer services, hereby agrees to comply with these special conditions under penalty of revocation of all agreed to rights to the City's sanitary sewer services in accordance with this contract agreement.

(7) Term

This Contract Agreement shall be in perpetuity.

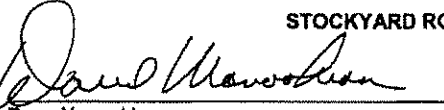
(8) Binding Effect

This Contract Agreement is binding upon the heirs, successors, administrators, executors, personal representatives, and assigns of the parties hereto.

(9) Entire Agreement

This Contract Agreement contains the entire Agreement between the parties and any additional agreement hereafter made shall be ineffective to alter, change, modify or discharge it in whole or in part, unless such additional agreement is in writing and signed by the parties hereto.

STOCKYARD ROAD INVESTMENTS LLC

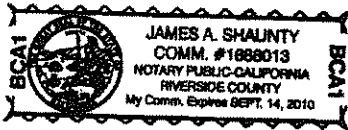
  
Dave Manookian

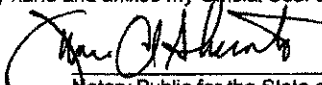
STATE OF MONTANA )  
County of Missoula ) ss.

On this 23 day of November, 2009, before me the undersigned, a Notary Public for the State of Montana, personally appeared Dave Manookian of Stockyard Road Investments, LLC, known to me to personally (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal on the day, month, and year in this certificate first above written.

(SEAL)

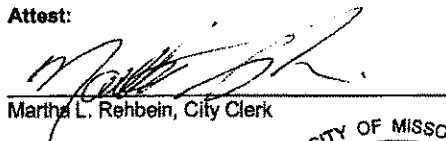




Notary Public for the State of Montana  
Printed Notary Name James A. Shaluty  
Residing at Indian Wells, Montana  
My Commission expires: Sept 14, 2010  
MM/DD/YYYY

CITY OF MISSOULA

Attest:

  
Martha L. Rehbein, City Clerk

By:

  
John Engen, Mayor

(SEAL)





Return to: City Clerk  
City of Missoula  
435 Ryman Street  
Missoula MT 59802-4297

200929699 B: 852 P: 750 Pages: 2  
12/18/2009 09:54:30 AM Petition For Annexation  
Vickie M Zeier, Missoula County Clerk & Recorder



PETITION NO. 945A

BEFORE THE CITY COUNCIL

OF THE

CITY OF MISSOULA

PETITION FOR ANNEXATION TO CITY

59 3224  
Dated this 23 day of November, 2009.

**COME NOW** the undersigned and respectfully petitions the City Council of the City of Missoula requesting city annexation of the following real property into the City of Missoula and to remove the following real property from the Rural Fire District

23rd This Petition is pursuant to the Contract Agreement for City sanitary sewer services dated the day of November, 2009.

The petitioner(s) requesting City of Missoula annexation of the property described herein hereby mutually agree with the City of Missoula that immediately upon annexation of the land all City of Missoula municipal services will be provided to the property described herein on substantially the same basis and in the same manner as such services are provided or made available within the rest of the municipality prior to annexation. Petitioner(s) hereby agrees and consents to, hereby submits the real property described herein to municipal taxation and assessments including, but not limited to, sanitary sewer utility assessments in the same manner as other private property within the city is taxed and assessed for municipal tax, assessment and utility service purposes

Petitioner(s) hereby states that there is no need to prepare a Municipal Annexation Service Plan for this annexation pursuant to Section 7-2-4610, MCA since the parties are in agreement as to the provision of municipal services to the property requested to be annexed.

**LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED:**

Tract 8A of Certificate of Survey No. 6109 Geocode #219912101230000

**PROPERTY ADDRESS:** Not Assigned At This Time

**STOCKYARD ROAD INVESTMENTS LLC**

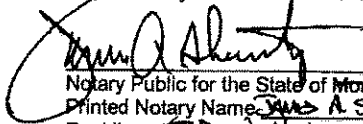
Dave Manookian  
Dave Manookian

CLIFFMAN  
**STATE OF MONTANA** )  
David M. Manookian ) ss.  
County of Missoula )

On this 23 day of November, 2009, before me the undersigned, a Notary Public for the State of Montana, personally appeared Dave Manookian of Stockyard Road Investments, LLC, known to me to personally (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal on the day, month, and year in this certificate first above written.

(SEAL)

  
Notary Public for the State of Montana Chadwick  
Printed Notary Name JAMES A. SHAUNTY  
Residing at 2100 W. 11th St. Montana.  
My Commission expires: Sept 14, 2010  
MM/DD/YYYY



Return to:  
Alan F. McCormick  
Garlington, Lohn and Robinson, PLLP  
199 West Pine  
P.O. Box 7909  
Missoula, MT 59807

201000753 B: 853 P: 1034 Pages: 12  
01/12/2010 03:38:48 PM Easement  
Vickie M Zeier, Missoula County Clerk & Recorder



### WATER LINE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned owner of the real property herein described,

Sheila McKinnon, Maureen McKinnon Edwards, John McKinnon, Molly McKinnon, and Laurie McKinnon Rollin  
2305 Flynn Lane  
Missoula, Montana 59808

("Grantors") do, on this 18 day of December, 2009, hereby grant and convey unto

Stockyard Road Investments, LLC  
PO Box 2060  
Sun Valley, ID 83353

("Grantee") and its successors and assigns, a perpetual easement across, over and through certain real property upon the terms and conditions as follows:

1. **Grant of Easement.** Grantors hereby grant unto Grantee a non-exclusive water line easement (the "Easement") as defined herein over and across Grantors' real property identified as the SE 1/4, Section 12, T 13N, R 20W as depicted on Certificate of Survey No. 1498, records of Missoula County, and located in Missoula County, Montana (the "real property") as follows:

A 20-foot wide water easement as depicted on the attached Water Easement Exhibit.

2. **Purpose and Use.** The purpose of the Easement shall be to provide Grantee, its successors or assigns, including Mountain Water Company of Missoula Montana, the right to construct, maintain and repair a water line main, together with any necessary fixtures and appurtenances to convey potable water over, across and through the real property encumbered by the Easement, together with the right of ingress and egress to permit said construction, maintenance and repair and for no other purposes. Grantors shall have no obligation to construct, maintain or repair the water main within the Easement. Grantee shall, at its sole expense, promptly repair and restore any land disturbed by the installation, maintenance, and repair of the water line to the original condition of the real property, including restoring the original contours, replacing the original topsoil, reseeding with native dry land pasture grasses, replacing of any trees and shrubs with like kind native trees and shrubs, and restoring all fences and gates. The parties acknowledge that Grantee intends to contract with Mountain Water Company for the installation of a water main extension within the Easement and Mountain Water Company, its successors and assigns, shall have the same rights and responsibilities as Grantee.

3. **Compliance with Laws.** In exercising the Easement rights, Grantee shall secure all permits and comply with all applicable laws, rules and regulations of any public authority relating to such use and shall keep the Easement free from liens arising in any manner out of the Grantee's activities.

4. **Binding Effect.** The Easement granted herein is for the benefit of the above-described Grantee, and its successor and assigns, including Mountain Water Company, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

5. **Enforcement.** In enforcing any rights hereunder, the parties shall be entitled to the remedies of specific performance and injunctive relief. This Agreement may be enforced by any owner of a parcel subject to this Agreement. In the event of any litigation to enforce this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees from the non-prevailing party or parties.

6. **Entire Agreement.** This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first referenced above.

**GRANTORS**

\_\_\_\_\_  
Sheila McKinnon

\_\_\_\_\_  
Maureen McKinnon Edwards

\_\_\_\_\_  
John McKinnon

\_\_\_\_\_  
Molly McKinnon

\_\_\_\_\_  
Laurie McKinnon Rollin

**GRANTEE**

Stockyard Road Investments, LLC



By: David Manookian, Authorized Member

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by  
Sheila McKinnon.

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by  
Maureen McKinnon Edwards.

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by John  
McKinnon.

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by  
Molly McKinnon.

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

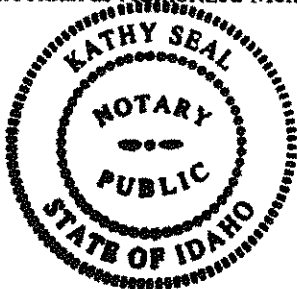
STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by  
Laurie McKinnon Rollin.

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF MONTANA  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF Idaho )  
: ss.  
County of Blaine )

This instrument was acknowledged before me on this 18th day of Dec., 2009 by  
David Manookian as Authorized Member of Stockyard Road Investments, LLC.



Kathy Seal  
Printed Name: Kathy Seal  
NOTARY PUBLIC FOR THE STATE OF ~~MONTANA~~ Idaho  
Residing at Petchum  
My Commission expires: 7.26.2011

3. **Compliance with Laws.** In exercising the Easement rights, Grantee shall secure all permits and comply with all applicable laws, rules and regulations of any public authority relating to such use and shall keep the Easement free from liens arising in any manner out of the Grantee's activities.

4. **Binding Effect.** The Easement granted herein is for the benefit of the above-described Grantee, and its successor and assigns, including Mountain Water Company, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

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6. **Entire Agreement.** This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first referenced above.

**GRANTORS**

  
Sheila McKinnon

  
Maureen McKinnon Edwards

\_\_\_\_\_  
John McKinnon

\_\_\_\_\_  
Molly McKinnon

\_\_\_\_\_  
Laurie McKinnon Rollin

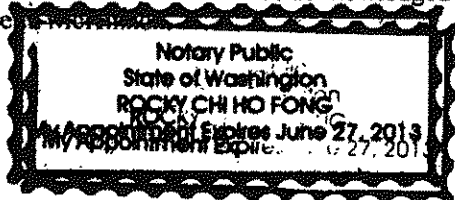
**GRANTEE**

Stockyard Road Investments, LLC

\_\_\_\_\_  
By: David Manookian, Authorized Member

STATE OF Washington )  
 : ss.  
County of King )

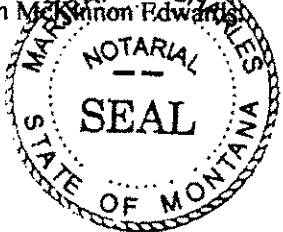
This instrument was acknowledged before me on this 14<sup>th</sup> day of December, 2009 by  
Sheila McKinnon



Rocky Fong  
Printed Name: Rocky Fong  
NOTARY PUBLIC FOR THE STATE OF Washington  
Residing at Seattle  
My Commission expires: 6/27/2013

STATE OF Montana )  
 : ss.  
County of Missoula )

This instrument was acknowledged before me on this 29<sup>th</sup> day of December, 2009 by  
Maureen McKinnon Edwards



Marjane L. Charles  
Printed Name: Marjane L. Charles  
NOTARY PUBLIC FOR THE STATE OF Montana  
Residing at Missoula  
My Commission expires: July 1, 2010

STATE OF \_\_\_\_\_ )  
 : ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by John  
McKinnon.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 : ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by  
Molly McKinnon.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



3. **Compliance with Laws.** In exercising the Easement rights, Grantee shall secure all permits and comply with all applicable laws, rules and regulations of any public authority relating to such use and shall keep the Easement free from liens arising in any manner out of the Grantee's activities.

4. **Binding Effect.** The Easement granted herein is for the benefit of the above-described Grantee, and its successor and assigns, including Mountain Water Company, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

5. **Enforcement.** In enforcing any rights hereunder, the parties shall be entitled to the remedies of specific performance and injunctive relief. This Agreement may be enforced by any owner of a parcel subject to this Agreement. In the event of any litigation to enforce this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees from the non-prevailing party or parties.

6. **Entire Agreement.** This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first referenced above.

**GRANTORS**

\_\_\_\_\_  
Sheila McKinnon

\_\_\_\_\_  
Maureen McKinnon Edwards

\_\_\_\_\_  
John McKinnon

  
Molly McKinnon

\_\_\_\_\_  
Laurie McKinnon Rollin

**GRANTEE**  
Stockyard Road Investments, LLC

\_\_\_\_\_  
By: David Manookian, Authorized Member

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by  
Sheila McKinnon.

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by  
Maureen McKinnon Edwards.

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

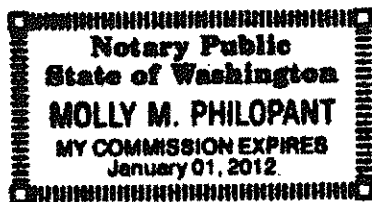
STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by John  
McKinnon.

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF Washington )  
: ss.  
County of Spokane )

This instrument was acknowledged before me on this 23<sup>rd</sup> day of November, 2009 by  
Molly McKinnon.



Molly M. Philopant  
Printed Name: Molly M. Philopant  
NOTARY PUBLIC FOR THE STATE OF WA  
Residing at Spokane, WA  
My Commission expires: Jan. 1, 2012

3. **Compliance with Laws.** In exercising the Easement rights, Grantee shall secure all permits and comply with all applicable laws, rules and regulations of any public authority relating to such use and shall keep the Easement free from liens arising in any manner out of the Grantee's activities.

4. **Binding Effect.** The Easement granted herein is for the benefit of the above-described Grantee, and its successor and assigns, including Mountain Water Company, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

5. **Enforcement.** In enforcing any rights hereunder, the parties shall be entitled to the remedies of specific performance and injunctive relief. This Agreement may be enforced by any owner of a parcel subject to this Agreement. In the event of any litigation to enforce this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees from the non-prevailing party or parties.

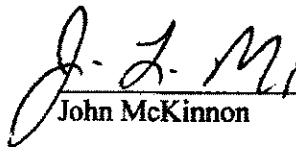
6. **Entire Agreement.** This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first referenced above.

**GRANTORS**

\_\_\_\_\_  
Sheila McKinnon

\_\_\_\_\_  
Maureen McKinnon Edwards

  
\_\_\_\_\_  
John McKinnon

\_\_\_\_\_  
Molly McKinnon

\_\_\_\_\_  
Laurie McKinnon Rollin

**GRANTEE**

Stockyard Road Investments, LLC

\_\_\_\_\_  
By: David Manookian, Authorized Member

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by  
Sheila McKinnon.

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by  
Maureen McKinnon Edwards.

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF Washington )  
: ss.  
County of Spokane )

This instrument was acknowledged before me on this 15 day of Dec, 2009 by John  
McKinnon.



Lauren A. Cooksey  
Printed Name: Lauren A. Cooksey  
NOTARY PUBLIC FOR THE STATE OF WA  
Residing at 12128 N. Division St 99008  
My Commission expires: 12/18/12

STATE OF \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by  
Molly McKinnon.

Printed Name: \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

3. **Compliance with Laws.** In exercising the Easement rights, Grantee shall secure all permits and comply with all applicable laws, rules and regulations of any public authority relating to such use and shall keep the Easement free from liens arising in any manner out of the Grantee's activities.

4. **Binding Effect.** The Easement granted herein is for the benefit of the above-described Grantee, and its successor and assigns, including Mountain Water Company, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

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IN WITNESS WHEREOF the parties have executed this Agreement on the date first referenced above.

**GRANTORS**

\_\_\_\_\_  
Sheila McKinnon

\_\_\_\_\_  
Maureen McKinnon Edwards

\_\_\_\_\_  
John McKinnon

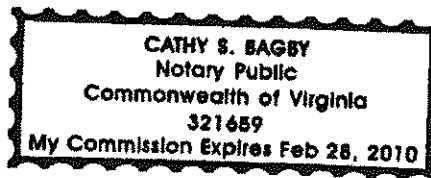
\_\_\_\_\_  
Molly McKinnon

*Laurie McKinnon Rollin*  
Laurie McKinnon Rollin

City / County of Clatsop  
Commonwealth/State of Virginia  
The foregoing instrument was acknowledged  
before me this 11<sup>th</sup> day of December  
2009 by Laurie McKinnon Rollin  
(Name of person seeking acknowledgment)  
\_\_\_\_\_  
Notary Public  
My commission expires: 2/28/2010

**GRANTEE**  
Stockyard Road Investments, LLC

By: David Manookian, Authorized Member





0 75 150  
SCALE IN FEET

SE 1/4TH. CORNER

N 89°39'15"E 1307.28'

N 00°10'32"W 22.97'

N 30°08'12"W 218.56'

20' WATER EASEMENT

20'

S 1/4TH. CORNER

N 00°03'06"W 1332.69'

COS 1498

McKINNON PROPERTY

**OCTOBER, 2009**

**D & A, P.C.**  
CONSULTING ENGINEERS & LAND SURVEYORS  
3203 Russell Street, Memphis, Tennessee 38003-6899  
Phone 408.711.4220 Fax 408.548.6378

Return to: City of Missoula  
435 Ryman St.  
Missoula, Mt 59802

201015490 B: 864 P: 382 Pages: 3  
08/13/2010 11:40:49 AM Easement  
Vickie M Zeier, Missoula County Clerk & Recorder



3  
80

DRAINAGE EASEMENT 2761

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned owner of the real property hereina described,

Stockyard Road Investments, LLC  
PO Box 2060  
Sun Valley, ID 83353

("Grantor") does, on this 23<sup>rd</sup> day of July, 2010, hereby grant and convey unto

City of Missoula  
435 Ryman  
Missoula, Montana 59802

("Grantee") and its successors and assigns, a perpetual easement across, over and through certain real property upon the terms and conditions as follows:

1. **Grant of Easement.** Grantor hereby grants unto Grantee a non-exclusive drainage easement (the "Easement") as defined herein over and across Grantor's real property identified as Tract 8A, COS 6109, as recorded in Book 829, Page 1131 (11/24/2008), records of Missoula County, Montana (the "real property") as follows:

A 10-foot wide by 50-foot long drainage easement as depicted on the attached Drainage Easement Exhibit A.

2. **Purpose and Use.** The purpose of the Easement shall be to provide Grantee, its successors or assigns, the right to construct, maintain and repair drainage ditch and drainage structures, across and through the real property encumbered by the Easement, together with the right of ingress and egress to permit said construction, maintenance and repair and for no other purposes. Grantee shall, at its sole expense, promptly repair and restore any land disturbed by the maintenance and repair of the drainage structures to the original or better condition of the real property.

3. **Compliance with Laws.** In exercising the Easement rights, Grantee shall secure all permits and comply with all applicable laws, rules and regulations of any public authority relating to such use and shall keep the Easement free from liens arising in any manner out of the Grantee's activities.

4. **Binding Effect.** The Easement granted herein is for the benefit of the above-described Grantee, its successors and assigns, which shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

DM 7-27-10

5. **Enforcement.** In enforcing any rights hereunder, the parties shall be entitled to the remedies of specific performance and injunctive relief. This Agreement may be enforced by any owner of a parcel subject to this Agreement. In the event of any litigation to enforce this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees from the non-prevailing party or parties.

6. The Owner agrees not to build any kind of a permanent structure that will prevent access to the easement for maintenance purposes.

7. The Owner acknowledges that they are the lawful owner(s) and seized of the real property over which and upon the easement described herein are granted, and that they have good and lawful right and authority to grant said easement.

8. **Entire Agreement.** This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first referenced above.

**GRANTOR**

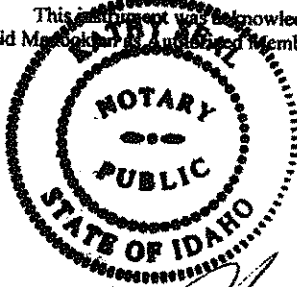
Stockyard Road Investments, LLC



By: David Manookian, Authorized Member

STATE OF Idaho )  
County of Blaine ) ss.

This instrument was acknowledged before me on this 29<sup>th</sup> day of July, 2010 by David Manookian, Authorized Member of Stockyard Road Investments, LLC.



Printed Name: Kerby Sam  
NOTARY PUBLIC FOR THE STATE OF Idaho  
Residing at Refidrum  
My Commission expires: 7.26.2011

**ACCEPTTANCE**

ATTEST:  
  
Martha L. Rehbein, CMC, City Clerk

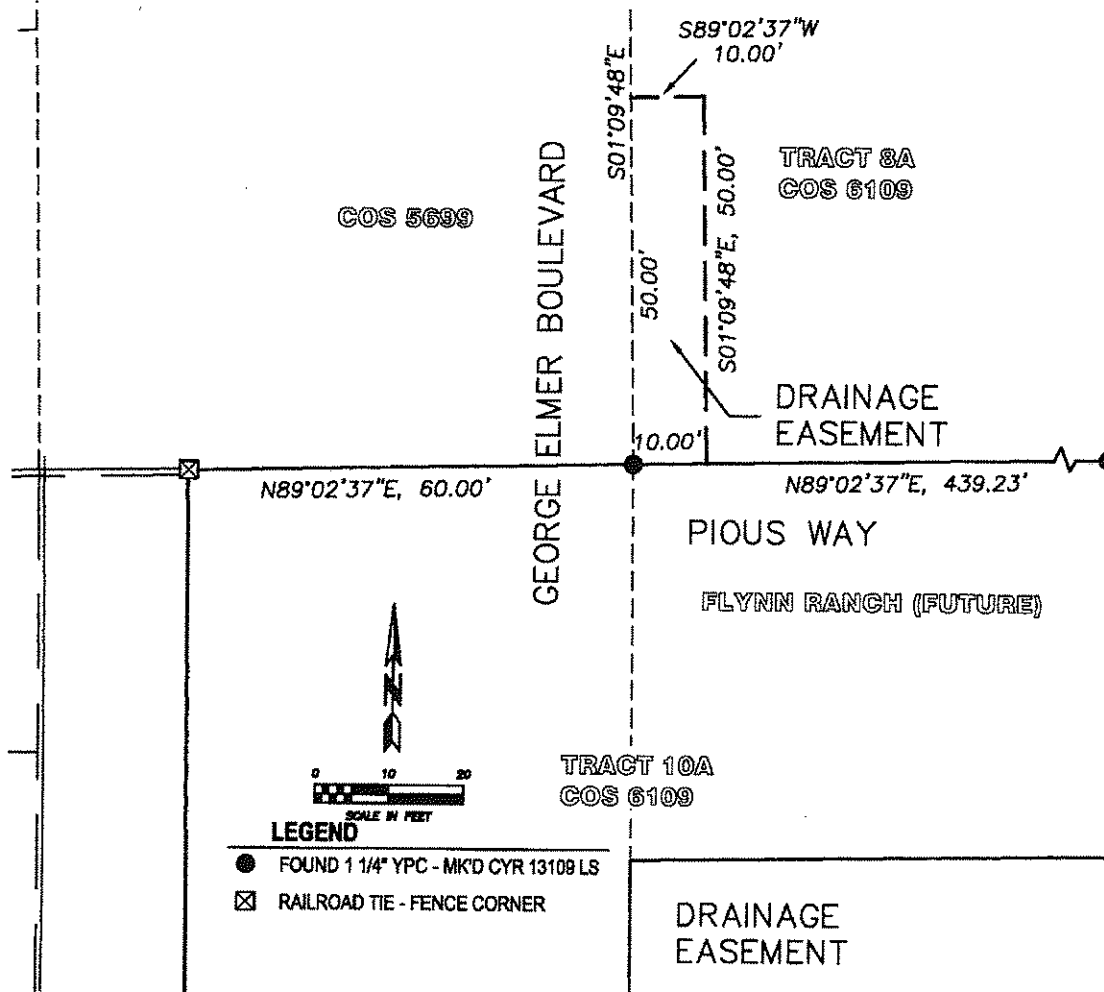
APPROVED:  
  
John Engen, Mayor





# EXHIBIT "A"

## DRAINAGE EASEMENT



LEGAL DESCRIPTION: A PORTION OF TRACT 8A COS 6109 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 TOWNSHIP 13 NORTH RANGE 20 WEST P.M.M., MISSOULA COUNTY MONTANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH WEST CORNER OF TRACT 10A COS 6109 A RECORDED COS IN MISSOULA COUNTY; THENCE N 89°02'37" E 60.00 FEET, TO THE TRUE POINT OF BEGINNING THENCE N 89°02'37" E 10.00 FEET; THENCE N 01°09'48" W, 50.00 FEET; THENCE S 89°02'37" W, 10.00 FEET; THENCE S 01°09'48" E, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 500 SQ FT.

### SURVEYORS STATEMENT

I HEREBY STATE THAT THIS CERTIFICATE OF SURVEY IS A REPRESENTATION OF A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, DURING THE MONTH OF JULY 2010.

BY: Jeffery L. Cyr  
JEFFERY L. CYR, PLS 13103

7/20/10  
DATE