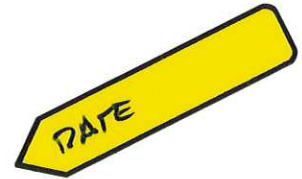


AGREEMENT AND GRANT OF POSSESSION



THIS AGREEMENT AND GRANT OF POSSESSION ("Agreement"), made and entered into this _____ day of _____, 2021, by and between the Flynn Family Limited Partnership, ("Owner"), and the City of Missoula, a municipal corporation organized and existing under the laws of the State of Montana, 435 Ryman St., Missoula, MT 59802 ("City").

WITNESSETH:

WHEREAS, the City, in partnership with Missoula County, intends to construct transportation improvements and public utility improvements with a federal BUILD Grant and other local funding sources in the Mullan Road area (the "BUILD Project");

WHEREAS, the Grantor owns and intends to develop certain real property described as:

Tract 2 of Certificate of Survey No. 5023, located in the NW1/4 of Section 18, Township 13 North, Range 19 West P.M.M., Missoula County, Montana.

(the "Property"), subject to City regulations which require public infrastructure improvements, and construction of the BUILD Project benefits the Grantor by reducing the cost of development;

WHEREAS, the Owner and the City have entered into and signed a Right of Way Agreement ("ROW Agreement") dated _____ for the purpose of donating right of way for the BUILD Project;



WHEREAS, under Section 1 of the ROW Agreement, the Owner is required to deliver the donated right of way identified in the ROW Agreement to the City by filing an amended plat after obtaining a subdivision exemption from the City; and

WHEREAS, the process of filing the amended plat is expected to extend beyond the deadline of March 1, 2021 as specified in the ROW Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is acknowledged by the parties, the Grantor and the City hereby agree as follows:

1. Grant of Possession. The City shall have, upon execution hereof, the exclusive right to and use of the property as shown on Exhibit A, including the soil, gravel and other materials, in the same manner and respect and to the same extent as if the amended plat had been filed, putting the City in possession of such right of way. The Owner, upon execution hereof, shall not remove soil, gravel or other materials from, or in any manner alter said property without the consent of the City.

2. Failure to Act. In the event that the Owner fails to complete the amended plat within six months of the date of this agreement, and does not grant the right of way as outlined in

the ROW Agreement, the City will file the executed easement form as shown in Exhibit B ("Executed Easement"). Upon filing of the amended plat by the Owner, the City will return the unrecorded Executed Easement form to the Owner.

3. Consent. In the event that it becomes necessary to file the Executed Easement, the Owner consents to the following:

- a. That the use for which the Owner's property is sought is appropriate and is a public use as authorized within the meaning of the laws of the State of Montana;
- b. That the Owner is willing to donate the property sought as evidenced by the executed Waiver of Compensation for Donation form; and
- c. That the interest sought is the minimum necessary interest required by the City.

4. Permission to Construct. The Owner hereby grants permission to the City, its contractors or assigns, to perform construction of the BUILD Project on the Owner's property in accordance with the plans which have been exhibited to the Owner. Owner also grants permission to the City to work outside the right-of-way within the limits of the Temporary Construction Easements as identified in the ROW Agreement when performance of the construction, as set forth in the aforementioned plans, requires the same to be done.

5. Compensation. It is hereby agreed that the Owner is donating the necessary right of way and temporary construction easements for the construction of the BUILD Project and will not seek compensation for rights granted through this Agreement for Grant of Possession.

6. Possession. The Owner shall be entitled to possession of the property sought to be acquired until such time as the amended plat is filed granting the right-of-way to the City, or April 1, 2021, whichever is sooner.

7. Encumbrances. The Owner certifies that any encumbrances on the property have been disclosed to the City.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

9. Amendment. This Agreement shall not be amended or otherwise modified except via an instrument executed in writing by the parties or their successors and assigns.

10. Enforcement. In enforcing any rights hereunder, the parties shall be entitled to the remedies of specific performance and injunctive relief. In the event of any litigation to enforce this Agreement, each party shall bear their own costs and attorneys' fees.

11. 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 referenced above.

Flynn Family Limited Partnership
a Montana limited partnership

By: Flynn Management Corp., a Montana corporation
Its: General Partner

By: Colleen McKinley, Co-President



By: Marifrances Courtney, Co-President

City of Missoula

By: John Engen, Mayor

Attest: _____
City Clerk

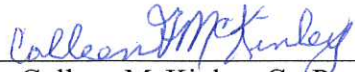


Agreement.

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

Flynn Family Limited Partnership
a Montana limited partnership

By: Flynn Management Corp., a Montana corporation
Its: General Partner


By: Colleen McKinley, Co-President

By: Marif Francis Courtney, Co-President

City of Missoula

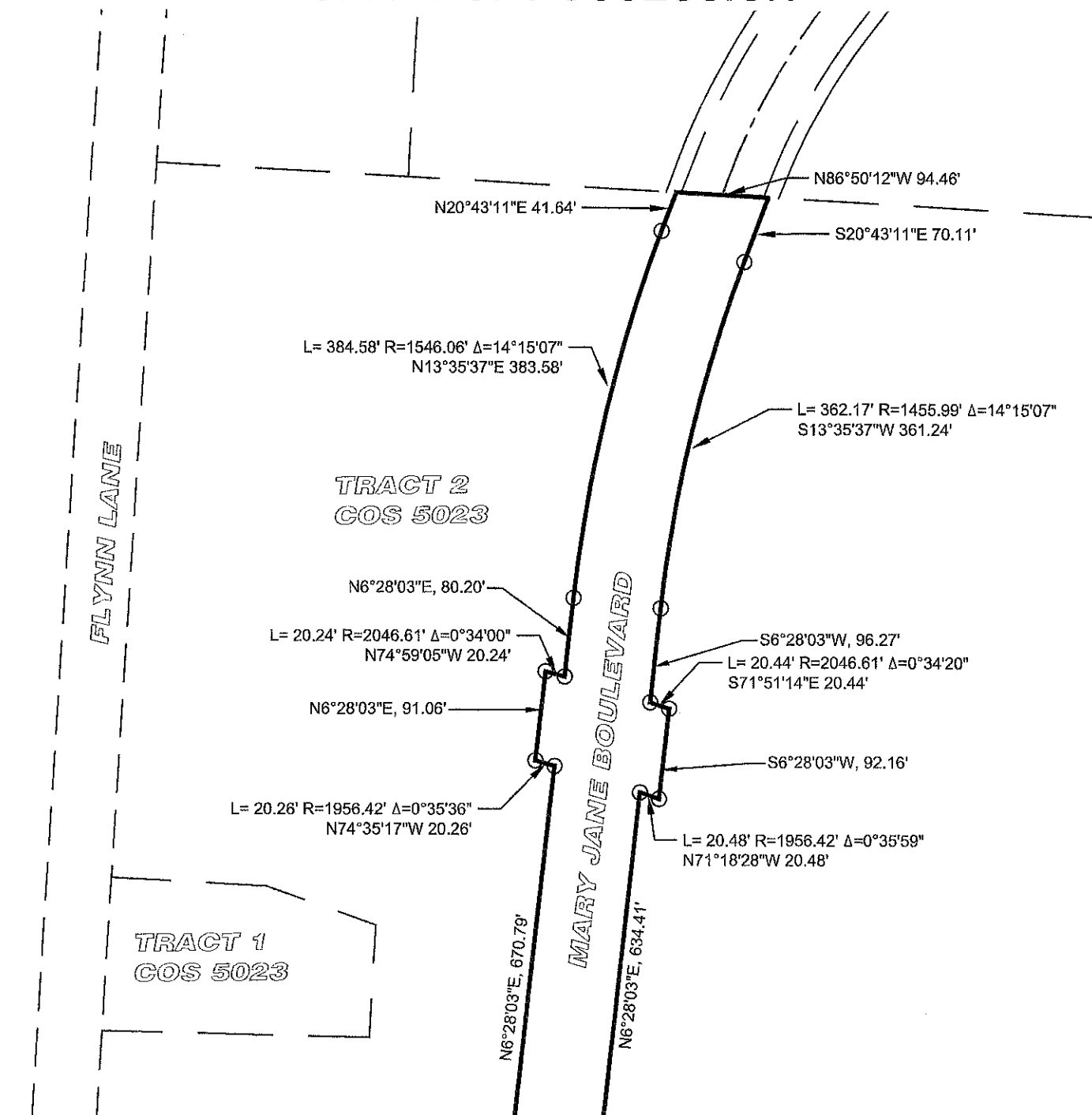
By: John Engen, Mayor

Attest: _____
City Clerk



EXHIBIT "A"

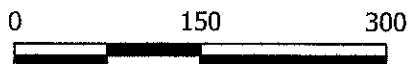
GRANT OF POSSESSION



MATCHLINE SEE SHEET 2

LEGEND

○ PC & PT POINTS



SCALE IN FEET
(PLOT SIZE = 8.5" x 11")



DJ & D

ENGINEERS
PLANNERS
SURVEYORS

BASIS OF BEARING: MONTANA STATE PLANE
GRID NORTH BASED ON GNSS OBSERVATION

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

JANUARY, 2021

EXHIBIT "A"

GRANT OF POSSESSION

FOUND STONE FOR NW
1/16TH CORNER

MATCHLINE SEE SHEET 1

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	219.40	630.48	19°56'17"	S75° 33' 03"E	218.29
C2	27.23	55.04	28°20'58"	N80° 18' 20"E	26.96
C3	144.41	555.38	14°53'54"	N13° 55' 00"E	144.00
C4	17.46	756.57	1°19'20"	S2° 07' 19"E	17.46
C5	24.52	101.08	13°54'04"	N4° 10' 03"E	24.46
C6	50.33	237.53	12°08'27"	S17° 11' 34"W	50.24
C7	43.63	53.04	47°07'37"	S1° 03' 44"E	42.41
C8	35.57	38.03	53°35'40"	S51° 25' 21"E	34.29
C9	188.80	192.15	56°17'56"	S50° 04' 13"E	181.30
C10	337.45	5769.58	3°21'04"	N64° 52' 03"W	337.40

TRACT 2
COS 5023

FLYNN LANE

N1°03'24"W, 369.51'

MARY JANE BOULEVARD

N65°35'54"W, 102.10'

N66°07'50"E, 59.63'

N3°36'08"E, 8.32'

S15°21'36"E, 18.10'

S2°46'59"E, 76.64'

S11°07'05"W, 45.75'

S24°37'32"E, 6.95'

SEE DETAIL 1

N63°11'04"W, 405.37'

MULLAN ROAD



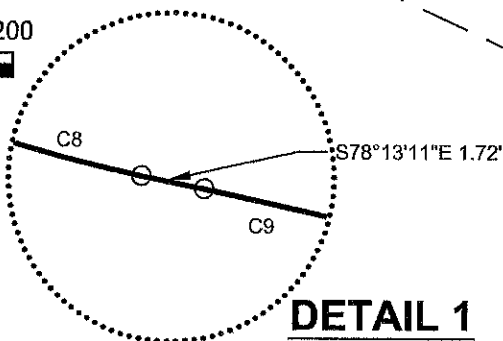
0 100 200

SCALE IN FEET
(PLOT SIZE = 8.5" x 11")

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

**DJ
& D**

ENGINEERS
PLANNERS
SURVEYORS



DETAIL 1
NOT TO SCALE

BASIS OF BEARING: MONTANA STATE PLANE
GRID NORTH BASED ON GNSS OBSERVATION

LEGEND

- FOUND MONUMENT AS DESCRIBED
- PC & PT POINTS

JANUARY, 2021

EXHIBIT "A"

GRANT OF POSSESSION

LEGAL DESCRIPTION:

THAT CERTAIN PORTION OF TRACT 2, CERTIFICATE OF SURVEY NO. 5023, MISSOULA COUNTY, MONTANA RECORDS, LYING IN THE NE1/4NW1/4 AND THE SE1/4NW1/4, SECTION 18, TOWNSHIP 13 NORTH, RANGE 19 WEST, P. M., M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY OF FLYNN LANE FROM WHICH THE NW 1/16TH CORNER, OF SAID SECTION 18, BEARS NORTH 01°03'24" WEST 369.51 FEET DISTANT; THENCE, SOUTH 65°35'54" EAST 102.10 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 630.48 FEET AND A LONG CHORD BEARING SOUTH 75°33'03" EAST 218.29 FEET; THENCE, ALONG SAID CURVE 219.40 FEET THROUGH A CENTRAL ANGLE OF 19°56'17" TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 55.04 FEET AND A LONG CHORD BEARING NORTH 80°18'20" EAST 26.96 FEET; THENCE, ALONG SAID CURVE 27.23 FEET THROUGH A CENTRAL ANGLE OF 28°20'59"; THENCE, NORTH 66°07'50" EAST 59.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 555.38 FEET AND A LONG CHORD BEARING NORTH 13°55'00" EAST 144.00 FEET; THENCE, ALONG SAID CURVE 144.41 FEET THROUGH A CENTRAL ANGLE OF 14°53'54"; THENCE, NORTH 06°28'03" EAST 670.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1956.42 FEET AND A LONG CHORD BEARING NORTH 74°35'17" WEST 20.26 FEET; THENCE, ALONG SAID CURVE 20.26 FEET THROUGH A CENTRAL ANGLE OF 00°35'36"; THENCE, NORTH 06°28'03" EAST 91.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2046.61 FEET AND A LONG CHORD BEARING OF SOUTH 74°59'05" EAST 20.24 FEET; THENCE ALONG SAID CURVE 20.24 FEET THROUGH A CENTRAL ANGLE OF 00°34'00"; THENCE NORTH 06°28'03" EAST 80.20 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1546.06 FEET AND A LONG CHORD BEARING OF NORTH 13°35'37" EAST 383.58 FEET; THENCE, ALONG SAID CURVE 384.58 FEET THROUGH A CENTRAL ANGLE OF 14°15'07"; THENCE, NORTH 20°43'11" EAST 41.64 FEET TO THE NORTH BOUNDARY OF THE AFORESAID TRACT 2, CERTIFICATE OF SURVEY NO. 5023; THENCE, ALONG SAID NORTH BOUNDARY 94.46 FEET; THENCE, SOUTH 20°43'11" WEST 70.11 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1455.99 FEET AND A LONG CHORD BEARING OF SOUTH 13°35'37" WEST 361.24 FEET; THENCE, ALONG SAID CURVE 362.17 FEET THROUGH A CENTRAL ANGLE OF 14°15'07"; THENCE, SOUTH 06°28'03" WEST 96.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2046.61 FEET AND A LONG CHORD BEARING OF SOUTH 71°51'14" EAST 20.44 FEET; THENCE, ALONG SAID CURVE 20.44 FEET THROUGH A CENTRAL ANGLE OF 00°34'20"; THENCE, SOUTH 06°28'03" WEST 92.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1956.42 FEET AND A LONG CHORD BEARING OF NORTH 71°18'28" WEST 20.48 FEET; THENCE, ALONG SAID CURVE 20.48 FEET THROUGH A CENTRAL ANGLE OF 00°35'59"; THENCE, SOUTH 06°28'03" WEST 634.41 FEET; THENCE, SOUTH 15°21'36" EAST 18.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 756.57 FEET AND A LONG CHORD BEARING OF SOUTH 02°07'19" EAST 17.46 FEET; THENCE, ALONG SAID CURVE 17.46 FEET THROUGH A CENTRAL ANGLE OF 01°19'20"; (CONTINUING ON SHEET 4)

EXHIBIT "A"

GRANT OF POSSESSION

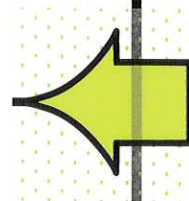
LEGAL DESCRIPTION (CONTINUED FROM SHEET 3):

THENCE, SOUTH 02°46'59" EAST 76.64 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 101.08 FEET AND A LONG CHORD BEARING NORTH 04°10'03" OF 24.46 FEET; THENCE, ALONG SAID CURVE 24.52 FEET THROUGH A CENTRAL ANGLE OF 13°54'04"; THENCE, SOUTH 11°07'05" WEST 45.75 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 237.53 FEET AND A LONG CHORD BEARING OF SOUTH 17°11'34" WEST 50.24 FEET; THENCE, ALONG SAID CURVE 50.33 FEET THROUGH A CENTRAL ANGLE OF 12°08'27" TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 53.04 AND A LONG CHORD BEARING OF S01°03'44" EAST 42.41 FEET; THENCE, ALONG SAID CURVE 43.63 FEET THROUGH A CENTRAL ANGLE OF 47°07'37"; THENCE, SOUTH 24°37'32" EAST 6.95 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 38.03 FEET AND A LONG CHORD BEARING OF SOUTH 51°25'21" EAST 34.29 FEET; THENCE, ALONG SAID CURVE 35.57 FEET THROUGH A CENTRAL ANGLE OF 53°35'40"; THENCE SOUTH 78°13'11" EAST 1.72 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.15 FEET AND A LONG CHORD BEARING SOUTH 50°04'13" EAST 181.30 FEET; THENCE, ALONG SAID CURVE 188.80 FEET THROUGH A CENTRAL ANGLE OF 56°17'56" TO THE NORTH RIGHT OF WAY LINE OF MULLAN ROAD BEING THE SOUTH BOUNDARY OF THE AFORESAID TRACT 2; THENCE, ALONG SAID RIGHT OF WAY NORTH 63°11'04" WEST 405.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5769.58 FEET AND A LONG CHORD BEARING OF NORTH 64°52'03" WEST 337.40 FEET; THENCE ALONG SAID CURVE 337.45 FEET THROUGH A CENTRAL ANGLE OF 03°21'04" TO THE EASTERLY RIGHT OF WAY OF FLYNN LANE; THENCE ALONG SAID EASTERLY RIGHT OF WAY NORTH 03°36'01" EAST 8.35 FEET TO THE POINT OF BEGINNING, CONTAINING 3.93 ACRES OF LAND MORE OR LESS.

I HEREBY STATE THAT THIS EASEMENT EXHIBIT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF JANUARY, 2021.

SIGNED _____
DONALD M. ROEDEL, P.L.S. 10999LS

DATE _____



DJ & D
ENGINEERS
PLANNERS
SURVEYORS

JANUARY, 2021

EXHIBIT B

Return to:

Shane Stack
Director of Public Works, Missoula County
6089 Training Dr
Missoula, MT 59808-8654

Dedication of Public Right of Way Easement

Project ID: Mullan BUILD

Parcel No.: MJ1

County: Missoula

Designation: Mary Jane Blvd

Project No.: N/A

This Easement is granted and dedicated to public use this 2nd day of APRIL, 2021, by

Flynn Family Limited Partnership, a Montana limited partnership

as property owner(s), and referenced herein as "GRANTOR";

Witnesses that, the GRANTOR does hereby grant, convey, and dedicate to the public, subject to the conditions and limitations herein set forth, a nonexclusive Public Right of Way Easement to construct, maintain, and operate a roadway open to public use and other right-of-way usages over, upon, under, and across the herein below described real estate including, but not limited to, the right to install, construct, maintain and operate, or permit installation, construction, maintenance and operation of public and/or private utilities upon, over, under and across the defined easement as well as provide regulatory enforcement as may be necessary, covering and embracing the following described land, described as follows, to-wit:

**Tract 2 of Certificate of Survey No. 5023, located in the NW1/4 of Section 18,
Township 13 North, Range 19 West P.M.M., Missoula County, Montana.**

**As per Exhibit "A" Public Right of Way Easement attached hereto and by reference made
a part hereof containing an area of 3.93 acres, more or less**

Public Right of Way Easement
Project ID: Mullan BUILD
Designation: Mary Jane Blvd

Parcel No.: MJ1

Binding Effect. This grant of Easement is binding upon the heirs, executors, personal representatives, assigns and successors of the parties hereto and shall run with the land.

Flynn Family Limited Partnership
a Montana limited partnership

By: Flynn Management Corp., a Montana corporation
Its: General Partner

By: Colleen McKinley, Co-President


By: Marifrances Courtney, Co-President

Public Right of Way Easement
Project ID: Mullan BUILD
Designation: Mary Jane Blvd

Parcel No.: MJ1

Binding Effect. This grant of Easement is binding upon the heirs, executors, personal representatives, assigns and successors of the parties hereto and shall run with the land.

Flynn Family Limited Partnership
a Montana limited partnership

By: Flynn Management Corp., a Montana corporation
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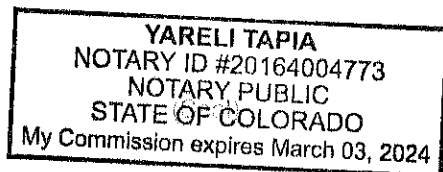
By: Marifrancis Courtney, Co-President

Public Right of Way Easement
Project ID: Mullan BUILD
Designation: Mary Jane Blvd

Parcel No.: MJ1

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On this 2 day of April, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Colleen McKinley, whose name as Co-President of Flynn Management Corp. a Montana corporation, is signed to the foregoing instrument and who acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.



[Signature]
Notary Signature Line

Yareli Tapia
Notary Printed Name

Notary Public for State of Colorado
Residing at: 707 Colorado Blvd
My Commission Expires: 3/3/24

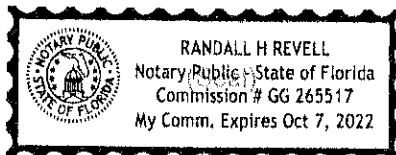
Public Right of Way Easement
Project ID: Mullan BUILD
Designation: Mary Jane Blvd

Parcel No.: MJ1

STATE OF Florida)
COUNTY OF Pineellas) ss.

On this 1st day of April, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Marifancis Courtney, whose name as Co-President of Flynn Management Corp. a Montana corporation, is signed to the foregoing instrument and who acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.


Notary Signature Line



Randall H Revell
Notary Printed Name

Notary Public for State of Florida

Residing at: _____

My Commission Expires: Oct, 7, 2022

EXHIBIT "A"

PUBLIC RIGHT OF WAY EASEMENT

RECORD POSITION PER COS
5023 NW 1/16TH CORNER

MATCHLINE SEE SHEET 2

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	219.40	630.48	19°56'17"	S75° 33' 03"E	218.29
C2	27.23	55.04	28°20'58"	N80° 18' 20"E	26.96
C3	144.41	555.38	14°53'54"	N13° 55' 00"E	144.00
C4	17.46	756.57	1°19'20"	S2° 07' 19"E	17.46
C5	24.52	101.08	13°54'04"	N4° 10' 03"E	24.46
C6	50.33	237.53	12°08'27"	S17° 11' 34"W	50.24
C7	43.63	53.04	47°07'37"	S1° 03' 44"E	42.41
C8	35.57	38.03	53°35'40"	S51° 25' 21"E	34.29
C9	188.80	192.15	56°17'56"	S50° 04' 13"E	181.30
C10	337.45	5769.58	3°21'04"	N64° 52' 03"W	337.40

POINT OF BEGINNING

S65°35'54"E, 102.10'

N03°36'01"E, 8.35'

N66°07'50"E, 59.63'

N6°28'03"E, 670.79'

S6°28'03"W, 634.41'

TRACT 2
COS 5023

S15°21'36"E, 18.10'

S2°46'59"E, 76.64'

S11°07'05"W, 45.75'

S24°37'32"E, 6.95'

SEE DETAIL 1

N63°11'04"W, 405.36'

MULLAN ROAD

S78°13'11"E 1.72'



0 100 200

SCALE IN FEET
(PLOT SIZE = 8.5" x 11")

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

**DJ
& D**

ENGINEERS
PLANNERS
SURVEYORS

DETAIL 1

NOT TO SCALE

BASIS OF BEARING: MONTANA STATE PLANE
GRID NORTH BASED ON GNSS OBSERVATION

LEGEND

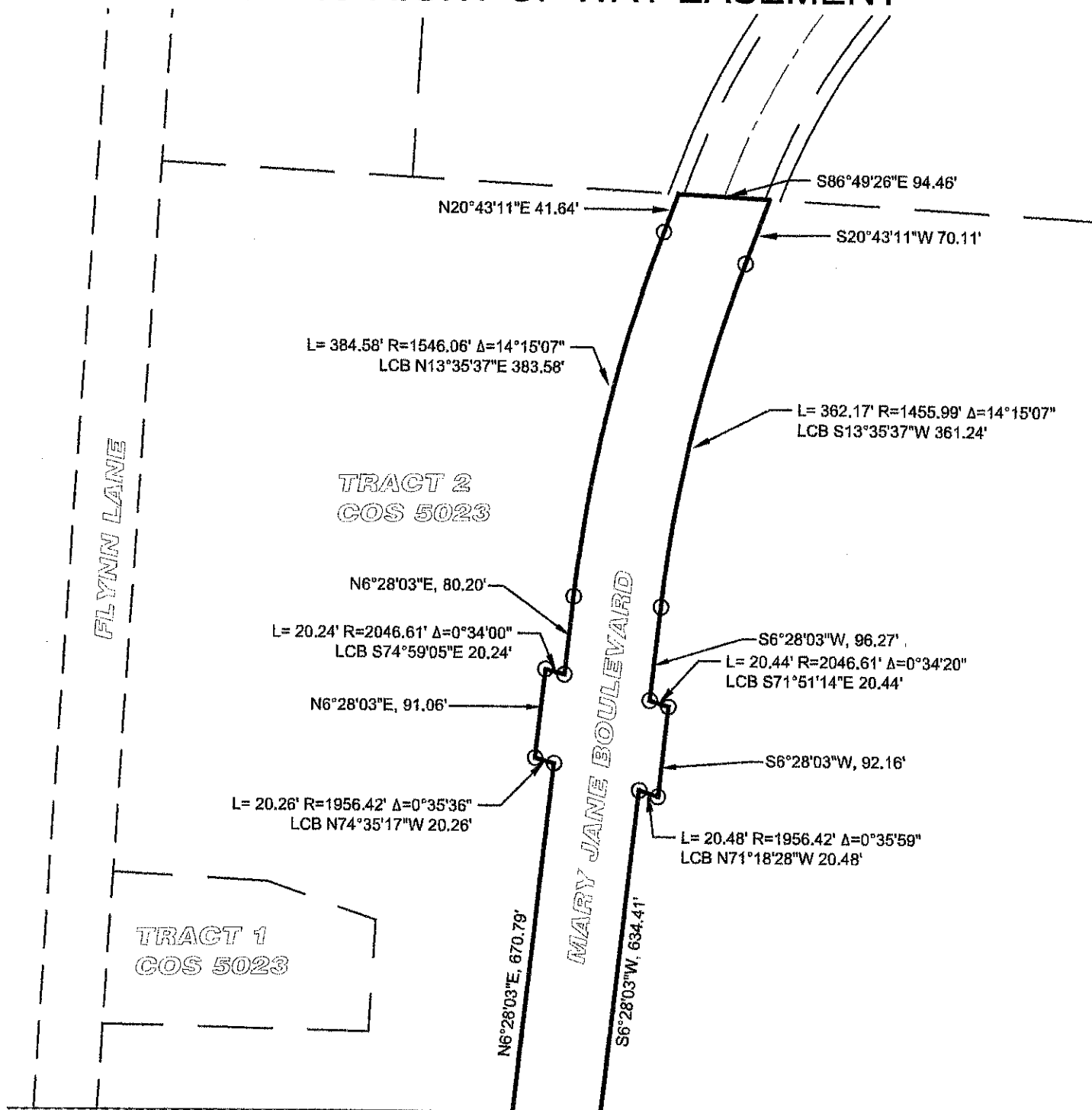
- FOUND MONUMENT AS DESCRIBED
- PC & PT POINTS

FEBRUARY, 2021

2/10/21 13.08 SURVEY E-19065 MULLAN BULDOCSIDE RIGHT OF WAY EXHIBITS SOUTH MARY JANE TOWNS & MULLAN COP.DWG

EXHIBIT "A"

PUBLIC RIGHT OF WAY EASEMENT



MATCHLINE SEE SHEET 1



SCALE IN FEET
(PLOT SIZE = 8.5" x 11")



LEGEND

○ PC & PT POINTS

DJ & D

ENGINEERS
PLANNERS
SURVEYORS

BASIS OF BEARING: MONTANA STATE PLANE
GRID NORTH BASED ON GNSS OBSERVATION

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

FEBRUARY, 2021

EXHIBIT "A"

PUBLIC RIGHT OF WAY EASEMENT

LEGAL DESCRIPTION:

THAT CERTAIN PORTION OF TRACT 2, CERTIFICATE OF SURVEY NO. 5023, MISSOULA COUNTY, MONTANA RECORDS, LYING IN THE NE1/4NW1/4 AND THE SE1/4NW1/4, SECTION 18, TOWNSHIP 13 NORTH, RANGE 19 WEST, P. M., M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY OF FLYNN LANE FROM WHICH THE NW 1/16TH CORNER, OF SAID SECTION 18, BEARS NORTH 01°03'24" WEST 369.51 FEET DISTANT; THENCE, SOUTH 65°35'53" EAST 102.10 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 630.48 FEET AND A LONG CHORD BEARING SOUTH 75°33'03" EAST 218.29 FEET; THENCE, ALONG SAID CURVE 219.40 FEET THROUGH A CENTRAL ANGLE OF 19°56'17" TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 55.04 FEET AND A LONG CHORD BEARING OF NORTH 80°18'20" EAST 26.96 FEET; THENCE, ALONG SAID CURVE 27.23 FEET THROUGH A CENTRAL ANGLE OF 28°20'58"; THENCE, NORTH 66°07'50" EAST 59.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 555.38 FEET AND A LONG CHORD BEARING OF NORTH 13°55'00" EAST 144.00 FEET; THENCE, ALONG SAID CURVE 144.41 FEET THROUGH A CENTRAL ANGLE OF 14°53'54"; THENCE, NORTH 06°28'03" EAST 670.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1956.42 FEET AND A LONG CHORD BEARING OF NORTH 74°35'17" WEST 20.26 FEET; THENCE, ALONG SAID CURVE 20.26 FEET THROUGH A CENTRAL ANGLE OF 00°35'36"; THENCE, NORTH 06°28'03" EAST 91.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2046.61 FEET AND A LONG CHORD BEARING OF SOUTH 74°59'05" EAST 20.24 FEET; THENCE ALONG SAID CURVE 20.24 FEET THROUGH A CENTRAL ANGLE OF 00°34'00"; THENCE NORTH 06°28'03" EAST 80.20 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1546.06 FEET AND A LONG CHORD BEARING OF NORTH 13°35'37" EAST 383.58 FEET; THENCE, ALONG SAID CURVE 384.58 FEET THROUGH A CENTRAL ANGLE OF 14°15'07"; THENCE, NORTH 20°43'11" EAST 41.64 FEET TO THE NORTH BOUNDARY OF THE AFORESAID TRACT 2, CERTIFICATE OF SURVEY NO. 5023; THENCE, ALONG SAID NORTH BOUNDARY SOUTH 86°49'26" EAST 94.46 FEET; THENCE, SOUTH 20°43'11" WEST 70.11 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1455.99 FEET AND A LONG CHORD BEARING OF SOUTH 13°35'37" WEST 361.24 FEET; THENCE, ALONG SAID CURVE 362.17 FEET THROUGH A CENTRAL ANGLE OF 14°15'07"; THENCE, SOUTH 06°28'03" WEST 96.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2046.61 FEET AND A LONG CHORD BEARING OF SOUTH 71°51'14" EAST 20.44 FEET; THENCE, ALONG SAID CURVE 20.44 FEET THROUGH A CENTRAL ANGLE OF 00°34'20"; THENCE, SOUTH 06°28'03" WEST 92.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1956.42 FEET AND A LONG CHORD BEARING OF NORTH 71°18'28" WEST 20.48 FEET; THENCE, ALONG SAID CURVE 20.48 FEET THROUGH A CENTRAL ANGLE OF 00°35'59"; THENCE, SOUTH 06°28'03" WEST 634.41 FEET; THENCE, SOUTH 15°21'36" EAST 18.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 756.57 FEET AND A LONG CHORD BEARING OF SOUTH 02°07'19" EAST 17.46 FEET; THENCE, ALONG SAID CURVE 17.46 FEET THROUGH A CENTRAL ANGLE OF 01°19'20"; (CONTINUING ON SHEET 4)



ENGINEERS
PLANNERS
SURVEYORS

FEBRUARY, 2021

21021 1308 SURVEY F:\7065 MULLAN BUILDINGS\13.08 RIGHT OF WAY\EXHIBITS\SOUTH MARY JANET\7065 S.M.J. RW EXH.GPJ.DWG.

EXHIBIT "A"

PUBLIC RIGHT OF WAY EASEMENT

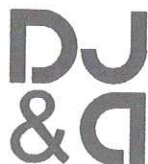
LEGAL DESCRIPTION (CONTINUED FROM SHEET 3):

THENCE, SOUTH 02°46'59" EAST 76.64 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 101.08 FEET AND A LONG CHORD BEARING NORTH 04°10'03" OF 24.46 FEET; THENCE, ALONG SAID CURVE 24.52 FEET THROUGH A CENTRAL ANGLE OF 13°54'04"; THENCE, SOUTH 11°07'05" WEST 45.75 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 237.53 FEET AND A LONG CHORD BEARING OF SOUTH 17°11'34" WEST 50.24 FEET; THENCE, ALONG SAID CURVE 50.33 FEET THROUGH A CENTRAL ANGLE OF 12°08'27" TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 53.04 AND A LONG CHORD BEARING OF S01°03'44" EAST 42.41 FEET; THENCE, ALONG SAID CURVE 43.63 FEET THROUGH A CENTRAL ANGLE OF 47°07'37"; THENCE, SOUTH 24°37'32" EAST 6.95 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 38.03 FEET AND A LONG CHORD BEARING OF SOUTH 51°25'21" EAST 34.29 FEET; THENCE, ALONG SAID CURVE 35.57 FEET THROUGH A CENTRAL ANGLE OF 53°35'40"; THENCE SOUTH 78°13'11" EAST 1.72 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 192.15 FEET AND A LONG CHORD BEARING SOUTH 50°04'13" EAST 181.30 FEET; THENCE, ALONG SAID CURVE 188.80 FEET THROUGH A CENTRAL ANGLE OF 56°17'56" TO THE NORTH RIGHT OF WAY LINE OF MULLAN ROAD BEING THE SOUTH BOUNDARY OF THE AFORESAID TRACT 2; THENCE, ALONG SAID RIGHT OF WAY NORTH 63°11'04" WEST 405.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5769.58 FEET AND A LONG CHORD BEARING OF NORTH 64°52'03" WEST 337.40 FEET; THENCE ALONG SAID CURVE 337.45 FEET THROUGH A CENTRAL ANGLE OF 03°21'04" TO THE EASTERLY RIGHT OF WAY OF FLYNN LANE; THENCE ALONG SAID EASTERLY RIGHT OF WAY NORTH 03°36'01" EAST 8.35 FEET TO THE POINT OF BEGINNING, CONTAINING 3.93 ACRES OF LAND MORE OR LESS.

I HEREBY STATE THAT THIS EASEMENT EXHIBIT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF FEBRUARY, 2021.

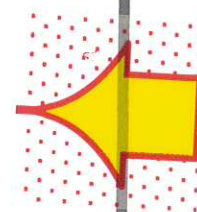
SIGNED _____
DONALD M. ROEDEL, P.L.S. 10999LS

DATE _____



ENGINEERS
PLANNERS
SURVEYORS

FEBRUARY, 2021



WAIVER OF COMPENSATION FOR DONATION

Project: Mullan BUILD

Property Owner: Flynn Family Limited Partnership

Description of Property: Tract 2 of Certificate of Survey No. 5023, located in the NW1/4 of Section 18, Township 13 North, Range 19 West P.M.M., Missoula County, Montana.

Description of Right-of-Way: 3.93 Acres as shown on Exhibit A

Waiver by Property Owner. The undersigned, having first been informed concerning the right of the property owner to receive an appraisal of and payment for land acquired for public right-of-way, do hereby waive said rights and voluntarily agree to donate the right-of-way needed for the above-named project.

Dated this 1st day of APRIL, 2021.

Flynn Family Limited Partnership
a Montana limited partnership

By: Flynn Management Corp., a Montana corporation
Its: General Partner

By: Colleen McKinley, Co-President

Marifrance Courtney
By: Marifrance Courtney, Co-President

Witness:

Edward K Courtney
Signature

EDWARD K COURTNEY
Printed Name

WAIVER OF COMPENSATION FOR DONATION

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Waiver by Property Owner. The undersigned, having first been informed concerning the right of the property owner to receive an appraisal of and payment for land acquired for public right-of-way, do hereby waive said rights and voluntarily agree to donate the right-of-way needed for the above-named project.

Dated this 2nd day of APRIL, 2021.

Flynn Family Limited Partnership
a Montana limited partnership

By: Flynn Management Corp., a Montana corporation
Its: General Partner

Colleen McKinley
By: Colleen McKinley, Co-President

By: Marifancis Courtney, Co-President

Witness:
[Signature]
Signature

KATIE L Ward.
Printed Name