

## RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT ("Agreement"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between HEH, LLC, a Montana limited liability company, ("Grantor"), 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").

### RECITALS

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:

**Lots 1, 2, 3, 4, and 5 of HELLGATE VILLAGE SUBDIVISION, a platted subdivision in the City of Missoula, Missoula County, Montana**

(the "Property"), and is 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, it is anticipated the BUILD Grant and other existing local funding sources will cover approximately 50% of the cost of the BUILD Project, and the City intends to create a special transportation impact fee and a special district utility development fee, subject to the approval of City Council, to fund the remainder of the cost of the BUILD Project; and

WHEREAS, the City and County are required to follow the federal Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (the "Uniform Act") for acquisition of right-of-way for the portions of the BUILD Project that are federally funded.

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

**1. Donation of Right-of-Way.** In exchange for the benefits resulting from the BUILD Project and commitments made by the City herein, the Grantor shall donate right-of-way to the City, in the form of permanent easements in the width and locations as shown on Exhibit A.

**2. Construction of the Improvements.** The City shall design, coordinate, and construct the Improvements within the right-of-way for Mary Jane Boulevard through the Property, from the northern terminus of the existing Mary Jane Boulevard to the southern boundary of the Property. The Improvements shall consist of all materials and labor necessary to install the street, conduit for future street lighting, interim storm drainage, curb/gutter, sidewalks, bike facilities, connections to adjacent streets and alleys, and final storm drainage, to the City's standards for an Urban Collector Road.

Excluded from the Improvements are: street trees, landscaping, dry utilities, street lights, and irrigation which shall be the responsibility of the Grantor when the Property is developed (“Grantor’s Obligations”). The City shall complete construction of the Improvements no later than December 31, 2021. The City shall endeavor to coordinate with Grantor to minimize conflicts with ongoing construction and development activities presently occurring on the Property. In the event the City is unable to complete construction of the Improvements by the specified date, Grantor shall be allowed to use a temporary road, as described below, for access to developments on the west and east sides of Mary Jane Boulevard until such time that the Improvements are completed. In the event the City is unable to complete the Improvements by July 1, 2022, Grantor shall construct the Improvements and the City shall credit and/or refund Grantor the costs of constructing the Improvements against past and future Special Transportation Impact Fees described in Section 4 or such other fees as shall ensure Grantor receives full credit for the costs of constructing the Improvements no later than December 31, 2023. Under no circumstances shall the City delay the issuance of any building permit or a Certificate of Occupancy for completed structures on the basis that the Improvements have not been completed, except that the City will require the existing Subdivision Improvements Agreement, dated February 4, 2021, to adequately secure the cost of constructing Grantor’s Obligations until the Improvements and Grantor’s Obligations have been completed (the “Subdivision Improvements Agreement”).

**3. Temporary Road Construction.** To provide access to Grantor’s development activities prior to construction of the Improvements by the City, Grantor shall install a temporary road as follows:

Beginning at the southern terminus of the existing Mary Jane Boulevard, the temporary road shall extend south for approximately 210 lineal feet with a 20’ wide driving surface with connections to alleyways on the east side of Mary Jane Boulevard. The temporary road shall be located between curbs of BUILD road section and placed on Subgrade reflected on the plans for the BUILD project. The 210 lineal feet allows for the road to extend 50 feet beyond the southern alley connection to serve as a hammerhead emergency vehicle turnaround. This temporary road shall fulfill Hellgate Village East Townhomes Conditional Use Permit Conditions 1 and 6, and provide for Certificate of Occupancy of townhome ownership units 16 through 22 and 28 through 31, and such other units and structures as may be issued building permits prior to the completion of the Improvements so long as the Subdivision Improvements Agreement remains in place until the Improvements and Grantor’s Obligations have been completed. The following process and specifications shall be followed:

- (a) Provide the City of Missoula Engineer (Kevin Slovarp) and the BUILD Project Manager (Donny Pfeifer) at least 24-hour notice prior to onsite construction. Allow the City of Missoula and its consultants access to the construction for inspection purposes;
- (b) Provide material submittals to the City of Missoula for approval prior to placement. These submittals are to be for the proposed Crushed Aggregate Course (CAC), asphalt millings, and the High Strength Geotextile;

- (c) Excavate to subgrade line and grade 20' width as provided by BUILD team;
- (d) Compact existing subgrade to 95% proctor density and proof roll the existing subgrade with a fully-loaded 10 cubic-yard dump truck to identify any localized loose or soft areas. As determined by the City, localized soft or loose areas should be over-excavated a minimum depth of 12-inches after which geotextile material will be placed in accordance with the geotechnical report prepared for the BUILD Project and shall comply with the City of Missoula Modification to MPWSS Section 02110. Subbase gravel fill will then be placed on top of the geotextile and compacted to 95 percent of the dry density as determined by ASTM D698;
- (e) Place geotextile fabric on prepared subgrade as described above;
- (f) Place 8" thickness, 20' width of ¾" minus crushed aggregate course per Table 2.3A of MPWSS;
- (g) Place 4" thickness, 20' width of asphalt millings;
- (h) Grantor shall maintain millings to a level that ensures access by emergency vehicles in all-weather until BUILD contractor begins construction where temporary road materials are placed;
- (i) No parking will be permitted along the temporary road. Grantor shall install "no parking" signs at appropriate locations along the temporary road.

**4. Special District Transportation Impact Fee.** The Grantor agrees to participate in good faith in the process to develop funding mechanisms to recover the remaining costs of the BUILD Project that are not covered by the BUILD grant. This funding mechanism may include, but is not limited to: an impact fee, latecomers fee, or other cost share agreements that allow the City of Missoula to recover certain costs of constructing infrastructure from all properties that benefit from the BUILD Project ("cost recovery tool"), and which is to be applied to building permits issued after the effective date of the ordinance creating the cost recovery funding mechanism.

Grantor acknowledges that a commitment to such a cost recovery tool is required by the City as necessary for the City to enter into this Agreement and commit to construct the Improvements benefiting their property. The total amount of cost to be recaptured via an impact fee, or other mechanism shall not exceed 50% of the actual costs expended by the City and County to complete the Mullan BUILD Project.

Nothing herein shall obligate the City of Missoula to create such a cost recovery tool, nor shall anything herein be considered a waiver by Grantor, or Grantor's successors and assigns, of Grantor's right to ensure any cost recovery tool is created in accordance with Montana law and applicable principles of land use law, including the requirements for rational nexus and rough proportionality between the impact created by any future development, the extent of the

improvements required by any permit approval, and the existing conditions which currently demand road network improvements. To the extent that such special improvement or impact fee district is created in accordance with applicable state and local law, as well as in accordance with the applicable principles of land use law, Grantor agrees to be bound by the fees assessed and not oppose the creation of such a cost recovery mechanism. For informational purposes only, a preliminary fee schedule is included as Exhibit B for reference, subject to actual construction costs and City Council approval via a public process.

**5. Special District Utility Development Fee.** Grantor, through development of the Property, agrees to be bound by and pay all regular utility connection fees and a special district utility development fee (or “latecomers fee”), subject to approval of City Council, for the actual costs expended by the City for the utility infrastructure that directly benefits the Property. For informational purposes only, a preliminary fee schedule is attached as Exhibit C for reference, subject to City Council approval via a public process and actual construction costs.

**6. Reduction of Security for Subdivision Improvements Agreement.** Upon the granting of the property interests identified in Section 1, the City shall reduce the amount of any security required pursuant to a subdivision improvements agreement or other guarantee related to construction of the Improvements.

**7. Temporary Construction Access Agreement.** Via separate agreement, Grantor agrees to grant to the City a right of temporary construction access providing access to Grantor’s property up to 10 feet beyond the boundaries of the right-of-way specified in Section 1 as a convenience for installing the Improvements; provided, however, that no such grant of access shall prohibit Grantor from constructing structures or other improvements within the temporary construction easement area or otherwise interfere with Grantor’s development activities, and at all times such a grant of access shall be subordinate to Grantor’s rights to construct structures or other improvements within the specified area of construction access. The City shall indemnify and defend the Grantor from any claim, loss, damage, liability or expense in any way resulting from the City’s or the City’s agent’s use of the temporary construction access and shall restore the land within the temporary construction access area and any improvements thereon to their original condition upon the completion of the Improvements. This temporary construction access agreement shall terminate at the completion of the Improvements.

**8. Uniform Act.** The Grantor fully understands that certain rights are provided under the Uniform Act that may be applicable to this agreement. The Grantor agrees to sign any necessary waivers relative to the donation of right-of-way to satisfy any relevant requirements of the Federal Highway Administration (FHWA). This waiver of rights is contingent upon the City/County receiving federal funds to construct the Project within the rights-of-way granted by the Grantor.

**9. Appraisal.** The Grantor acknowledges that in accordance with 49 CFR § 24.108 that they have been fully informed by the City of the right to receive just compensation for the donated permanent and temporary easements as described in Sections 1 and 6. The Grantor hereby releases the City from its obligation to obtain an appraisal of the donated property in accordance with 49 CFR § 24.102 (c)(2)(i).

**10. 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.

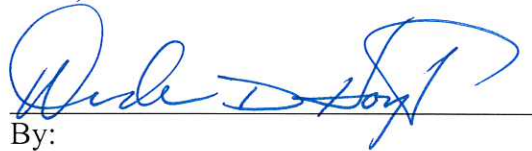
**11. Amendment.** This Agreement shall not be amended or otherwise modified except via an instrument executed in writing by the parties or their successors and assigns.

**12. 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, the prevailing party shall be entitled to recover costs and attorneys' fees from the non-prevailing party or parties.

**13. 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.

HEH, LLC

  
By: \_\_\_\_\_

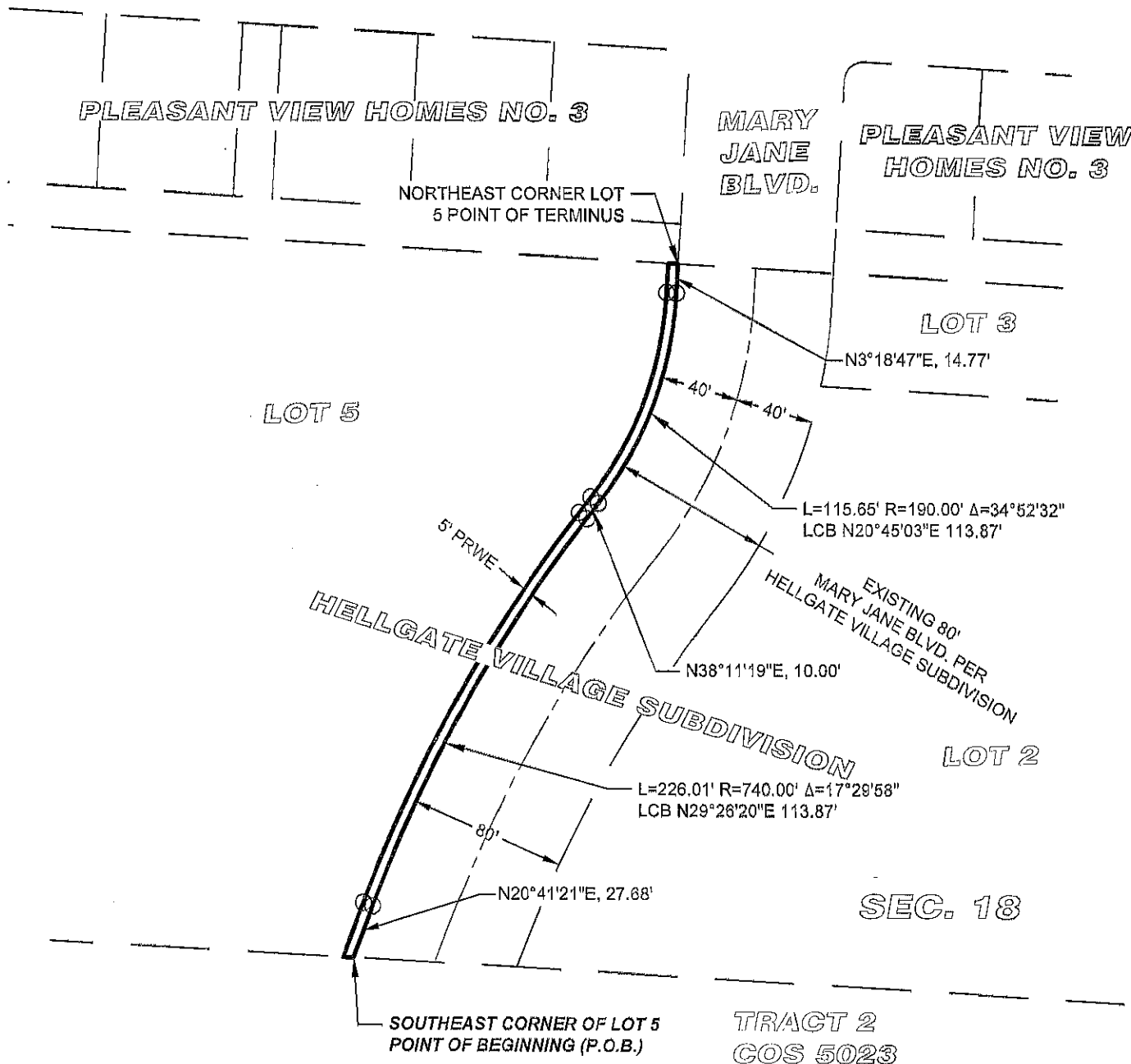
City of Missoula

\_\_\_\_\_  
By: John Engen, Mayor

Attest: \_\_\_\_\_  
City Clerk

# EXHIBIT "A"

## PUBLIC RIGHT OF WAY EASEMENT



### LEGEND

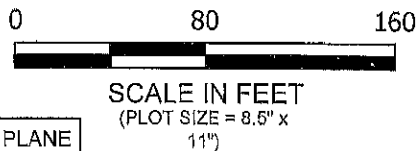
- PC & PT POINTS
- PRWE PUBLIC RIGHT OF WAY EASEMENT

**DJ  
& C**

ENGINEERS  
PLANNERS  
SURVEYORS

LOCATED IN THE N 1/2, SECTION 18,  
T. 13 N., R. 19 W., P.M.  
MISSOULA COUNTY, MONTANA

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



MARCH, 2021

3/2/21 1:53 PM SURVEY FAY065 MILLAN BUILDING SOUTH MARY JANE BLVD S MJ RW EXL.DWG

# EXHIBIT "A"

## PUBLIC RIGHT OF WAY EASEMENT

### LEGAL DESCRIPTION:

A PUBLIC EASEMENT FOR RIGHT OF WAY AND UTILITY PURPOSES, OVER AND AND ACROSS PORTIONS OF LOT 5, HELLGATE VILLAGE SUBDIVISION, SECTION 18, TOWNSHIP 13 NORTH, RANGE 19 WEST, P. M., M., AS RECORDED IN MISSOULA COUNTY, MT RECORDS BEING A STRIP OF LAND 5.00 FEET WIDE, LYING WESTERLY OF AND ADJACENT TO THE EAST BOUNDARY OF SAID LOT 5, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF THE AFORESAID LOT 5, THENCE ALONG THE EAST BOUNDARY OF SAID LOT 5 THE FOLLOWING FIVE (5) COURSES:

1. NORTH 20°41'21" EAST 27.68 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 740.00 FEET AND A LONG CHORD BEARING OF NORTH 29°26'20' EAST 225.14 FEET
2. ALONG SAID CURVE 226.01 FEET THROUGH A CENTRAL ANGLE OF 17°29'58"
3. NORTH 38°11'129" EAST 10.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 190.00 FEET AND A LONG CHORD BEARING OF N20°45'03" EAST 113.87 FEET
4. ALONG SAID CURVE 115.65 FEET THROUGH A CENTRAL ANGLE OF 34°52'32"
5. NORTH 03°18'47" EAST 14.77 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LOT 5

THE SIDELINES OF THIS EASEMENT LENGTHEN AND SHORTEN TO INTERSECT THE NORTH AND SOUTH BOUNDARIES OF SAID LOT 5.

CONTAINING 0.05 ACRE OF LAND, MORE OR LESS.

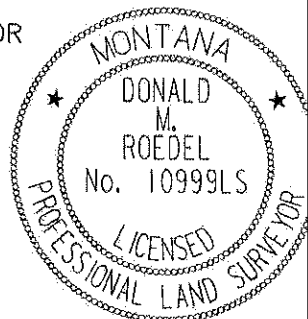
I HEREBY STATE THAT THIS EASEMENT EXHIBIT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF MARCH, 2021.

SIGNED

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

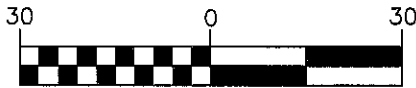
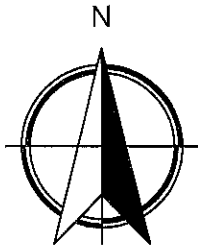
DATE

2 MARCH 2021

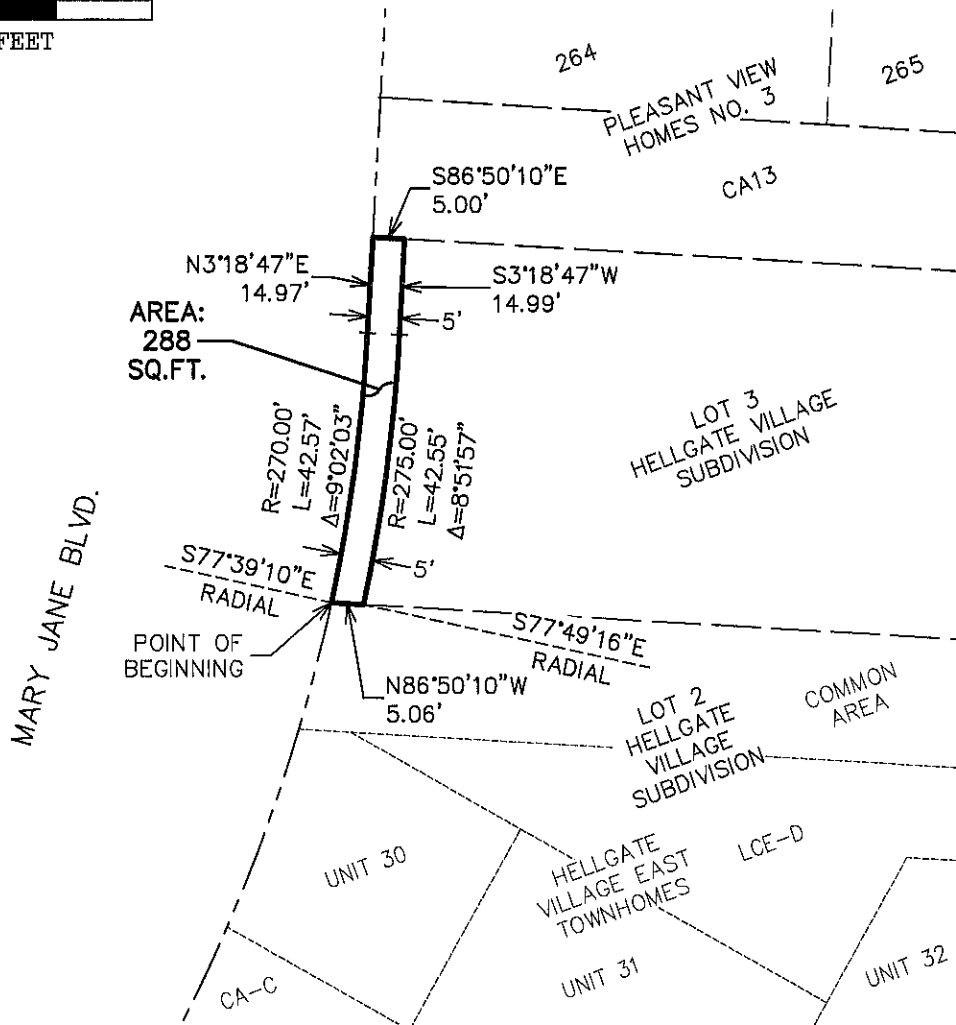


ENGINEERS  
PLANNERS  
SURVEYORS

MARCH, 2021



SCALE - FEET



BASIS OF BEARINGS:  
HELLGATE VILLAGE SUBDIVISION

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



**WGM GROUP**  
www.wgmgroup.com

PROJECT: 18-08-15  
FILE No: 180515\_ease-lot 3.dwg  
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SURVEYED: ---  
DESIGN: ---  
DRAFT: CEG  
APPROVE: JAD  
DATE: MARCH 2, 2021  
SHEET: 1 OF 2 SHEETS

LEGAL DESCRIPTION\*\*\*\*\*

A TRACT OF LAND BEING A PORTION OF LOT 3 OF HELLGATE VILLAGE SUBDIVISION, A RECORDED SUBDIVISION OF MISSOULA COUNTY, MONTANA; LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

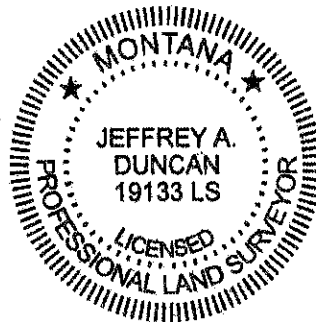
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3, SAID CORNER BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET, A RADIAL LINE TO LAST SAID POINT BEARS S 77°39'10" E; THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MARY JANE BOULEVARD THE FOLLOWING TWO (2) COURSES: 1) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°02'03", AN ARC LENGTH OF 42.57 FEET; 2) N 03°18'47" E, 14.97 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S 86°50'10" E ALONG THE NORTHERLY LINE OF SAID LOT 3, 5.00 FEET; THENCE S 03°18'47" W, 14.99 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHWESTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 8°51'57", AN ARC LENGTH OF 42.55 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 3; THENCE N 86°50'10" W ALONG SAID SOUTHERLY LINE, 5.06 FEET TO THE POINT OF BEGINNING; CONTAINING 288 SQUARE FEET, MORE OR LESS.

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

THIS EXHIBIT WAS PREPARED UNDER MY SUPERVISION.

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

03/02/2021  
DATE



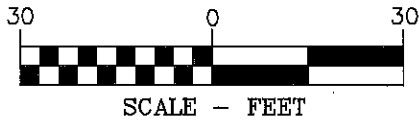
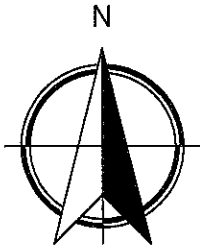
UNLESS SIGNED, SEALED, AND DATED, THIS IS A PRELIMINARY OR UNOFFICIAL DOCUMENT AND CANNOT BE RELIED UPON IN WHOLE OR PART.

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

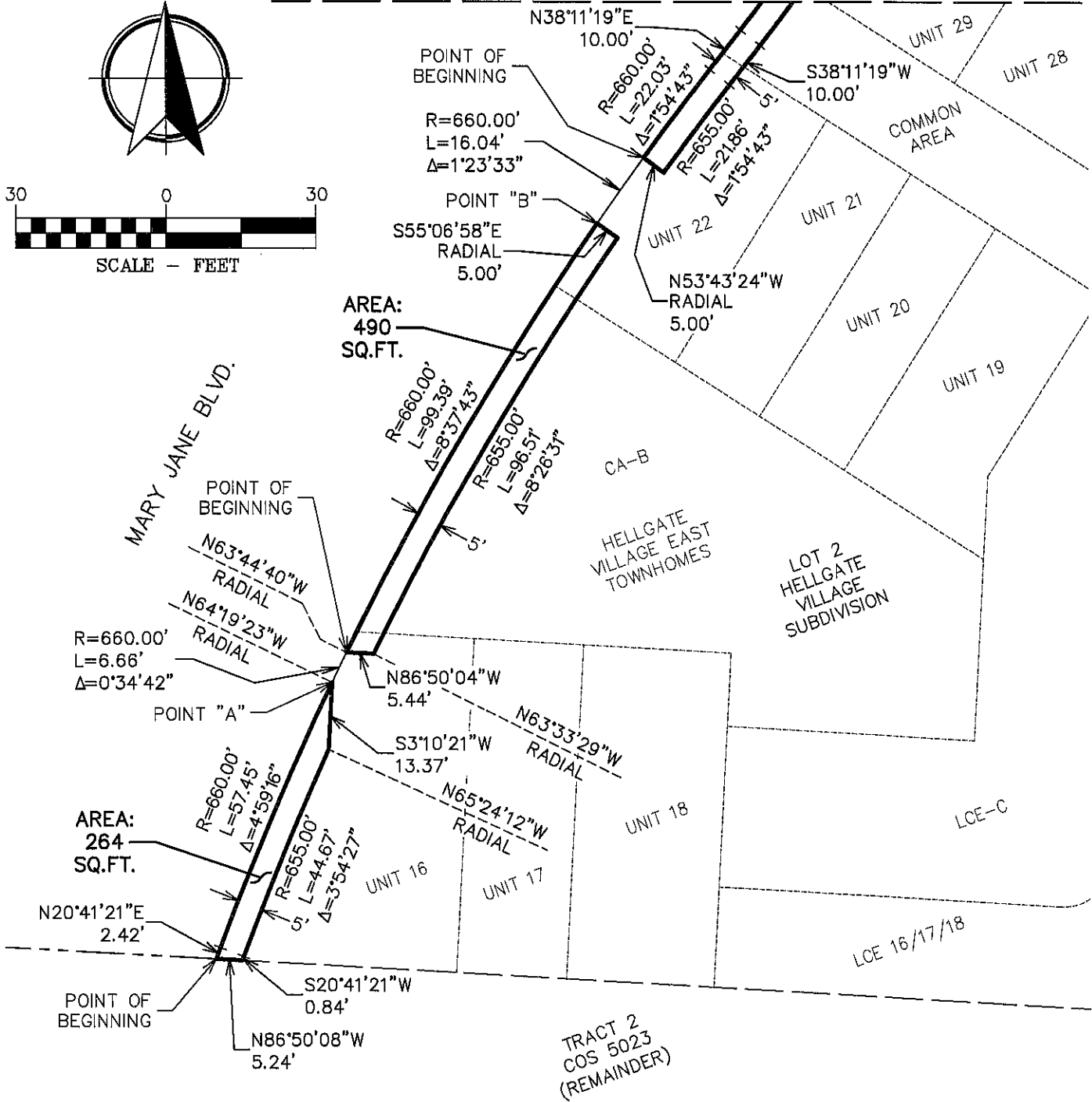


WGM GROUP  
WWW.WGMGROUP.COM

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APPROVE: JAD  
DATE: MARCH 2, 2021  
SHEET: 2 OF 2 SHEETS



MATCH LINE - SEE SHEET 2



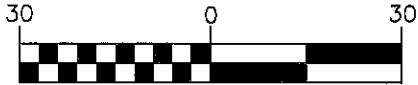
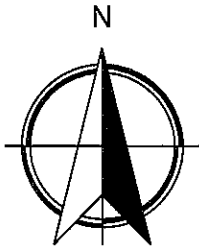
BASIS OF BEARINGS:  
HELLGATE VILLAGE SUBDIVISION

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



**WGM GROUP**  
WWW.WGMGROUP.COM

PROJECT: 18-05-15  
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DRAFT: CEO  
APPROVE: JAD  
DATE: MARCH 2, 2021  
SHEET: 1 OF 3 SHEETS



SCALE - FEET

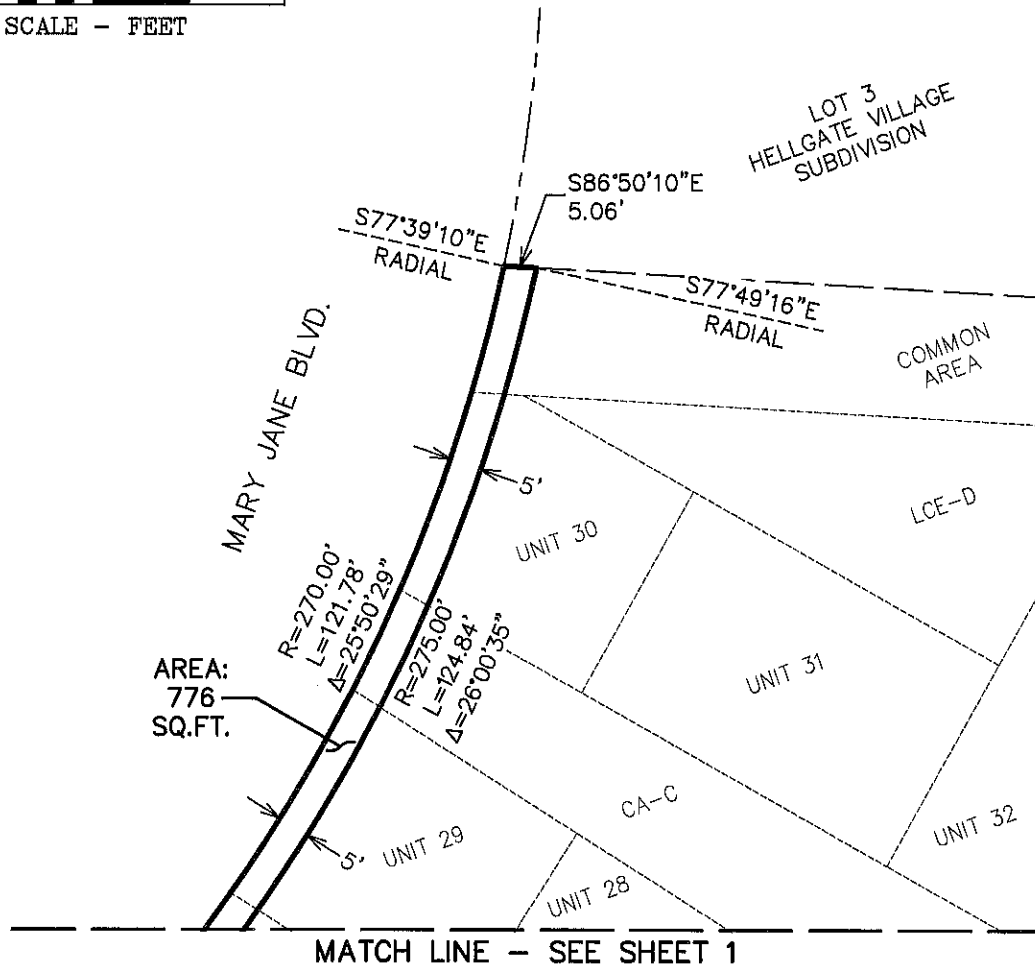


EXHIBIT "A"  
 LOCATED IN THE NW 1/4 OF SECTION 18,  
 T. 13 N., R. 19 W., P.M., M.  
 MISSOULA, MONTANA



**WGM GROUP**  
 WWW.WMGROUP.COM

PROJECT: 18-05-15  
 FILE No: 180515\_ease-lot 2.dwg  
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 LAYOUT: SHT2  
 SURVEYED: ---  
 DESIGN: ---  
 DRAFT: CEG  
 APPROVE: JAD  
 DATE: MARCH 2, 2021  
 SHEET: 2 OF 3 SHEETS

LEGAL DESCRIPTION\*\*\*\*\*

A TRACT OF LAND BEING A PORTION OF LOT 2 OF HELLGATE VILLAGE SUBDIVISION, A RECORDED SUBDIVISION OF MISSOULA COUNTY, MONTANA; LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MARY JANE BOULEVARD THE FOLLOWING TWO (2) COURSES: 1) N 20°41'21" E, 2.42 FEET TO A POINT ON A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 660.00 FEET; 2) NORTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 4°59'16", AN ARC LENGTH OF 57.45 FEET TO POINT "A"; THENCE S 03°10'21" W, 13.37 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 655.00 FEET, A RADIAL LINE TO LAST SAID POINT BEARS N 65°24'12" W; THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 3°54'27", AN ARC LENGTH OF 44.67 FEET; THENCE S 20°41'21" W, 0.84 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 2; THENCE N 86°50'08" W ALONG SAID SOUTHERLY LINE, 5.24 FEET TO THE POINT OF BEGINNING; CONTAINING 264 SQUARE FEET, MORE OR LESS;

TOGETHER WITH A TRACT OF LAND BEING A PORTION OF SAID LOT 2; LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE HEREINABOVE DESCRIBED POINT "A", SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 660.00 FEET, A RADIAL LINE TO LAST SAID POINT BEARS N 63°44'40" W; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MARY JANE BOULEVARD THE FOLLOWING TWO (2) COURSES: 1) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 0°34'42", AN ARC LENGTH OF 6.66 FEET TO THE POINT OF BEGINNING; 2) NORTHEASTERLY CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°37'43", AN ARC LENGTH OF 99.39 FEET TO POINT "B"; THENCE S 55°06'58" E, 5.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 655.00 FEET, A RADIAL LINE TO LAST SAID POINT BEARS N 55°06'58" W; THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 8°26'31", AN ARC LENGTH OF 96.51 FEET; THENCE N 86°50'04" W, 5.44 FEET TO THE POINT OF BEGINNING; CONTAINING 490 SQUARE FEET, MORE OR LESS;

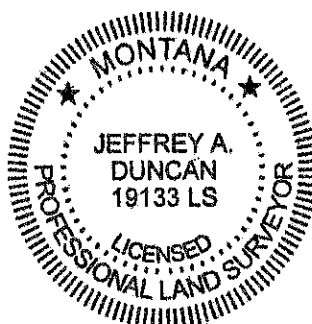
TOGETHER WITH A TRACT OF LAND BEING A PORTION OF SAID LOT 2; LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 19 WEST, PRINCIPAL MERIDIAN, MONTANA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE HEREINABOVE DESCRIBED POINT "B", SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 660.00 FEET, A RADIAL LINE TO LAST SAID POINT BEARS N 55°06'58" W; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MARY JANE BOULEVARD THE FOLLOWING FOUR (4) COURSES: 1) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°23'33", AN ARC LENGTH OF 16.04 FEET TO THE POINT OF BEGINNING; 2) NORTHEASTERLY CONTINUING ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°54'43", AN ARC LENGTH OF 22.03 FEET; 3) N 38°11'19" E, 10.00 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 270.00 FEET; 4) NORTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 25°50'29", AN ARC LENGTH OF 121.78 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID HELLGATE VILLAGE SUBDIVISION; THENCE S 86°50'10" E ALONG THE SOUTHERLY LINE OF SAID LOT 3, 5.06 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 275.00 FEET, A RADIAL LINE TO LAST SAID POINT BEARS S 77°49'16" E; THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 26°00'35", AN ARC LENGTH OF 124.84 FEET; THENCE S 38°11'19" W, 10.00 FEET TO A POINT ON A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 655.00 FEET; THENCE SOUTHWESTERLY ALONG LAST SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 1°54'43", AN ARC LENGTH OF 21.86 FEET; THENCE N 53°43'24" W, 5.00 FEET TO THE POINT OF BEGINNING; CONTAINING 776 SQUARE FEET, MORE OR LESS.

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

THIS EXHIBIT WAS PREPARED UNDER MY SUPERVISION.

Jeffrey A. Duncan 03/02/2021  
JEFFREY A. DUNCAN, P.L.S. DATE  
MONTANA LICENSE NO. 19133LS  
FOR WGM GROUP, INC.



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

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



WGM GROUP  
WWW.WGMGROUP.COM

PROJECT: 18-05-15  
FILE No: 180515\_ease-lot 2.dwg  
FILE PATH: \\Projects\180515\CAD Data\Exhibits  
LAYOUT: SHT3  
SURVEYED: ---  
DESIGN: ---  
DRAFT: CEG  
APPROVE: JAD  
DATE: MARCH 2, 2021  
SHEET: 3 OF 3 SHEETS

## EXHIBIT B – Preliminary Transportation Fee Schedule

# Proposed Special District Transportation Impact Fee Schedule Preliminary

### Residential

Size of Unit (square feet)	Vehicle Trip Ends	Trip Adj. Factor	Average Trip Length	Trip Length Wgt. Factor	Maximum Supportable Fee per Unit
750 or Less	4.37	54%	13.09	121%	\$1,035
751 to 1,000	5.50	54%	13.09	121%	\$1,303
1,001 to 1,250	6.37	54%	13.09	121%	\$1,509
1,251 to 1,500	7.09	54%	13.09	121%	\$1,680
1,501 to 1,750	7.69	54%	13.09	121%	\$1,822
1,751 to 2,000	8.22	54%	13.09	121%	\$1,948
2,001 to 2,250	8.68	54%	13.09	121%	\$2,057
2,251 to 2,500	9.09	54%	13.09	121%	\$2,154
2,501 to 2,750	9.47	54%	13.09	121%	\$2,244
2,751 to 3,000	9.81	54%	13.09	121%	\$2,324
3,001 to 3,250	10.12	54%	13.09	121%	\$2,398
3,251 to 3,500	10.41	54%	13.09	121%	\$2,466
3,501 to 3,750	10.68	54%	13.09	121%	\$2,530
3,751 to 4,000	10.93	54%	13.09	121%	\$2,590
4,000 or More	11.17	54%	13.09	121%	\$2,647

### Nonresidential

Development Type	Vehicle Trip Ends	Trip Adj. Factor	Average Trip Length	Trip Length Wgt. Factor	Maximum Supportable Fee per 1,000 Sq. Ft.
Retail	37.75	38%	8.39	66%	\$2,201
Office	9.74	50%	8.18	73%	\$806
Industrial	4.96	50%	8.18	73%	\$410
Institutional	10.72	50%	8.18	73%	\$887

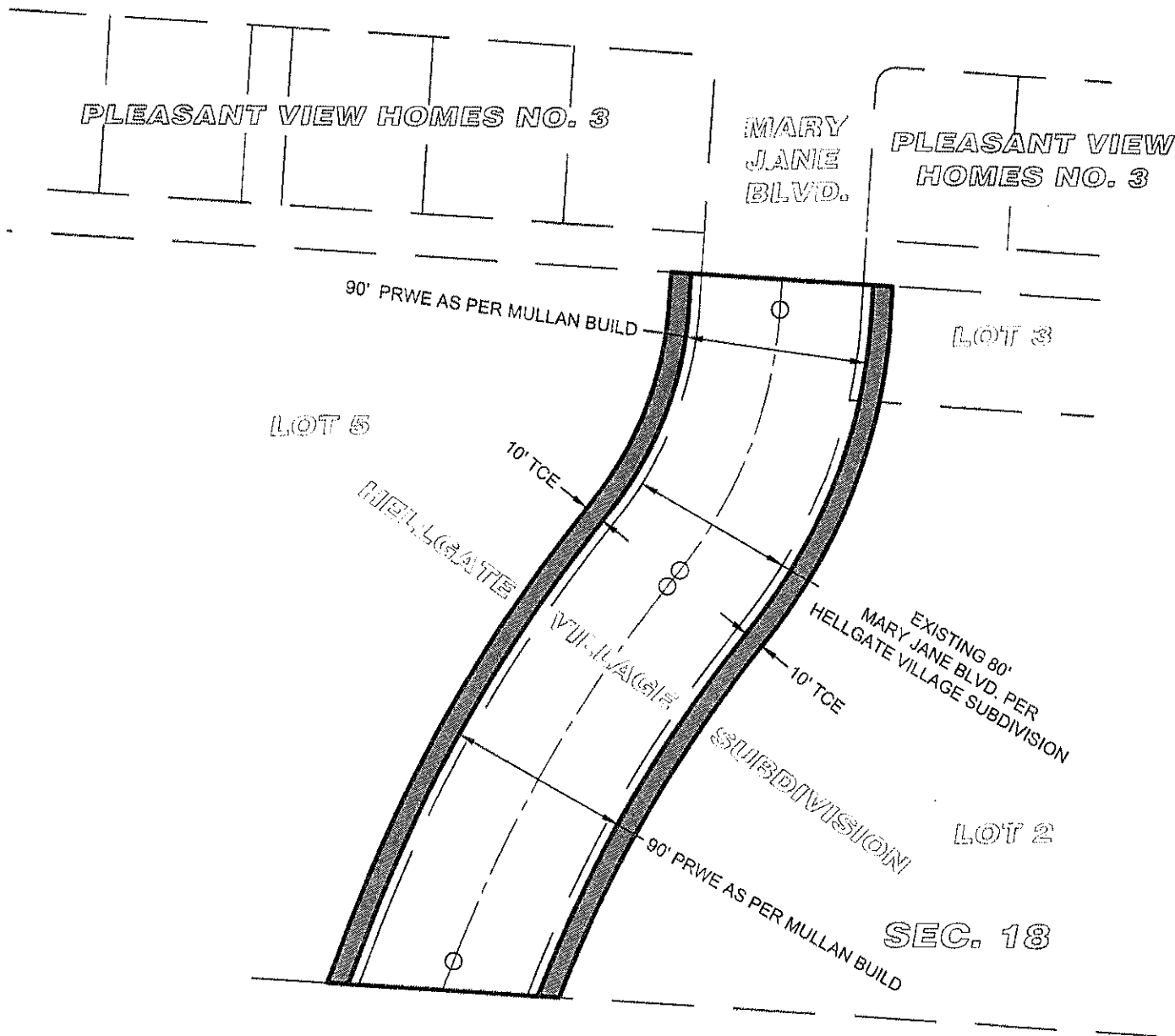
## EXHIBIT C – Preliminary Utility Fee Schedule

# Utility Development Cost Breakdown

<b>BUILD Utility Fee Summary</b>				
<b>PRELIMINARY *</b>				
<b>Owner</b>	<b>Segment</b>	<b>Water Cost</b>	<b>Sewer Cost</b>	<b>Total Cost</b>
Flynn Family LP	5. England	\$110,386	\$100,441	<b>\$210,827</b>
Dougherty Properties	5. England	\$552,980	\$522,978	<b>\$1,075,958</b>
Mullan ROW (City)	4-1. George Elmer	\$15,258	\$0	<b>\$15,258</b>
Kathryn Flynn Family LTD	4-1. George Elmer	\$82,395	\$100,269	<b>\$182,664</b>
Heron's	4-1. George Elmer	\$199,884	\$118,212	<b>\$318,096</b>
McNett	4-2. George Elmer	\$103,757	\$119,619	<b>\$223,376</b>
Flynn Family LP	4-2. George Elmer	\$103,299	\$239,238	<b>\$342,537</b>
Dougherty Properties	4-2. George Elmer	\$28,991	\$54,532	<b>\$83,523</b>
City Upsize	4.1 & 4.2 George Elmer	\$95,822	\$0	<b>\$95,822</b>
Kathryn Flynn Family LTD	1. Mary Jane South	\$268,979	\$0	<b>\$268,979</b>
City upsize	1. Mary Jane South	\$23,386	\$0	<b>\$23,386</b>
Luikart	2. Mary Jane (Camden to Flynn)	\$0	\$158,759	<b>\$158,759</b>
James D Dougherty Family LLC	2. Mary Jane (Camden to Flynn)	\$0	\$17,749	<b>\$17,749</b>
Edgell 1 LLC	2. Mary Jane (Flynn to Broadway)	\$0	\$17,749	<b>\$17,749</b>
<b>Total</b>		<b>\$1,585,138</b>	<b>\$1,449,547</b>	<b>\$3,034,685</b>
* Final costs will be based on actual construction quantities and costs.				

# EXHIBIT "D"

## TEMPORARY CONSTRUCTION EASEMENT



### LEGEND

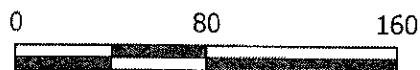
- PC & PT POINTS
- PRWE PUBLIC RIGHT OF WAY EASEMENT
- TCE TEMPORARY CONSTRUCTION EASEMENT



ENGINEERS  
PLANNERS  
SURVEYORS

LOCATED IN THE N 1/2, SECTION 18,  
T. 13 N., R. 19 W., P.M.  
MISSOULA COUNTY, MONTANA

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



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



FEBRUARY, 2021

# EXHIBIT "D"

## TEMPORARY CONSTRUCTION EASEMENT

### LEGAL DESCRIPTION:

A TEMPORARY CONSTRUCTION EASEMENT, OVER AND ACROSS PORTIONS OF HELLGATE VILLAGE SUBDIVISION, AS RECORDED IN MISSOULA COUNTY, MT. RECORDS, LOCATED IN THE NORTH HALF OF SECTION 18, TOWNSHIP 13 NORTH., RANGE 19 WEST, P. M., M. AND MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND 10 FEET WIDE LYING NORTHWEST AND ADJACENT TO THE PERMANENT RIGHT OF WAY EASEMENT PREVIOUSLY DEDICATED TO THE PUBLIC AS MARY JANE BOULEVARD AND PARALLEL TO THE CENTERLINE OF SAID MARY JANE BOULEVARD.

THE SIDELINES OF THIS EASEMENT LENGTHEN OR SHORTEN TO INTERSECT THE NORTH BOUNDARY OF TRACT 2, CERTIFICATE OF SURVEY 5023, ON THE SOUTH AND THE SOUTH BOUNDARY OF PLEASANT VIEW HOMES NO. 3 SUBDIVISION ON THE NORTH.

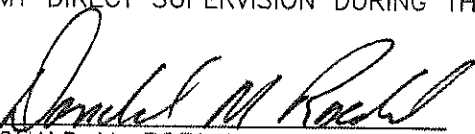
TOGETHER WITH A STRIP OF LAND 10 FEET WIDE LYING SOUTHEAST AND ADJACENT TO THE PERMANENT RIGHT OF WAY EASEMENT PREVIOUSLY DEDICATED TO THE PUBLIC AS MARY JANE BOULEVARD AND PARALLEL TO THE CENTERLINE OF SAID MARY JANE BOULEVARD.

THE SIDELINES OF THIS EASEMENT LENGTHEN OR SHORTEN TO INTERSECT THE NORTH BOUNDARY OF TRACT 2, CERTIFICATE OF SURVEY 5023, ON THE SOUTH AND THE SOUTH BOUNDARY OF PLEASANT VIEW HOMES NO. 3 SUBDIVISION ON THE NORTH.

CONTAINING 0.18 ACRES OF LAND, MORE OR LESS.

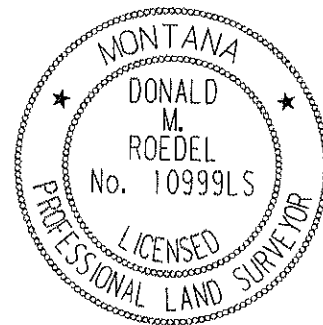
I HEREBY STATE THAT THIS EASEMENT EXHIBIT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF FEBRUARY, 2021.

SIGNED

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

DATE

2/22/2021



ENGINEERS  
PLANNERS  
SURVEYORS

FEBRUARY, 2021