

**BROADWATER COUNTY COMMISSIONERS**  
**515 Broadway, Townsend**  
**Meetings are held at the Flynn Building on 416 Broadway St.**

Current and previously recorded meetings, official agenda, and minutes may be viewed on the website at <https://www.broadwatercountymt.com>.

Per Montana Code Annotated (MCA) 2-3-202, agenda must include an item allowing public comment on any public matter that is not on the agenda of the meeting and that is within the jurisdiction of the agency conducting the meeting. Public comments and items not on the agenda will be taken either in writing in advance of the meeting or in person at the beginning of the meeting. Mail and items for discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change. Working meetings will be posted on the agenda and will not be recorded.

**OFFICIAL agendas are posted in the Courthouse (1<sup>st</sup> floor bulletin board), on our website at [www.broadwatercountymt.com](http://www.broadwatercountymt.com), in the window of the Flynn Building at least 48 hours in advance of the meeting, and in the Helena Independent Record (IR).**

**Monday, August 7, 2023**

**6:00 PM**                    **Public Meeting: Broadwater County Public Works Will Be in The Flynn Building on Monday, August 7th from 6PM-8PM for Public Comment on Proposed Solid Waste Changes.**

**Wednesday, August 9, 2023**

**10:00 AM**                    **Public Comment on any subject not on the agenda, and that the Commission has jurisdiction over**

**10:00 AM**                    **Discussion/Decision, Nichole Brown, Community Development & Planning Director, Kirksey Family Transfer COS exemption request (Township 7 North, Range 2 East, Section 22)**

**10:10 AM**                    **Discussion/Decision, Nichole Brown Community Development & Planning Director, Thompson Family Transfer Exemption Request (Township 3 North, Range 1 East, Section 32)**

**10:20 AM**                    **Discussion/Decision, Nichole Brown, Community Development & Planning Director, Request Final Plat Approval of the 380 Views- 3 Minor Subdivision (Township 7 North, Range 1 East, Section 14)**

**10:30 AM**                    **Discussion/Decision, Airport Hanger Leases, Seth Wolfgram & Daniel Feeney and Sharon O'Leary**

**Thursday, August 10, 2023**

**10:00 AM**                    **Weekly Working Meeting with Jania Hatfield, Deputy County Attorney, in the Commission Office regarding projects and deadlines**

Items for Discussion / Action / Review / Signature – Consent Agenda

- ✓ Certificate of Survey review
- ✓ Management – on-going advisory board appointments
- ✓ Claims/Payroll/minutes

- ✓ County Audit / Budget
- ✓ Mail – ongoing grants
- ✓ Correspondence – support letters

Debi Randolph, Chairman (406) 266-9270 or (406) 980-2050  
Darrel Folkvord, Vice Chairman (406) 266-9272 or (406) 980-1213  
Lindsey Richtmyer (406) 266-9271 or (406) 521-0834  
E-mail: [commissioners@co.broadwater.mt.us](mailto:commissioners@co.broadwater.mt.us)

*Future Meetings being held at the Flynn Building (416 Broadway)*

*(Please note: These meeting times/dates may change, please check the county website)*

***The Commissioners may be attending these board meetings (except the Planning Board)***

- Trust Board on August 8<sup>th</sup> at 11:30 AM
- Planning Board on August 8<sup>th</sup> at 1 PM
- Local Advisory Committee on August 9<sup>th</sup> at 2 PM
- Fair Board on August 10<sup>th</sup> at 7 PM
- Broadband Advisory on August 11<sup>th</sup> at 8 AP
- Three Forks Mosquito on August 15<sup>th</sup> at 3:30 PM
- Townsend Mosquito on August 15<sup>th</sup> at 4 PM
- Weed Board on August 15<sup>th</sup> at 7 PM
- Airport Meeting on August 16<sup>th</sup> at 6 PM

**Certificate of Survey Exemption Affidavit  
Broadwater County**

**Gift or Sale to Immediate Family Member  
Section 76-3-207(1)(b), MCA.**

When a landowner requests to be exempt from the Subdivision and Platting Act, state law requires Broadwater County determine whether the request is an attempt by the property owner to evade subdivision regulation. Broadwater County will use the information provided by the applicant in this affidavit as well as other evidence when making its determination.

*Please complete both sides of this application. Every owner of the property (owners of record) must sign this affidavit. Use additional sheets of paper if necessary.*

**A. Name of Landowners:**

Steven K. Kirksey Phone: 406-459-5501  
Janet R. Kirksey Phone: 406-459-5502  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**B. Number of Parcels Proposed:** 1

**C. Size of Each Parcel Proposed:** 20.06, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**D. Name and Relationship to Landowner of Family Member(s) Receiving Gift Parcel(s)**

Name Jeff Kirksey Relationship Son  
Age: 44 Current Mailing Address: PO Box 1142, Townsend, MT 59644

\_\_\_\_\_  
Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Age: \_\_\_\_\_ Current Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Age: \_\_\_\_\_ Current Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Age: \_\_\_\_\_ Current Mailing Address: \_\_\_\_\_

A "member of the "immediate family" may include only the grantor's spouse, children by blood or adoption, and parents.

**E. History of the Parcel:**

1. To your knowledge, have any exemptions been used to divide this property after July 1, 1973, including exemptions for mortgage tracts, gift or sale to an immediate family member, boundary line relocation, occasional sale? *See Sections 76-3-201 and 76-3-207, MCA.*

Yes  No *If "yes", provide the chronological history of divisions and attach a copy of a Certificate of Survey or Deed evidencing the divisions:*

Date	Exemption	Tract Label	Tract Size	COS No. or Deed No.
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

2. To your knowledge, in regard to this property, did you or any previous owner ever attend a pre-application conference or submit for subdivision review of any part of this property, since July 1, 1973? Was any subdivision denied?

Yes  No *If YES, fill out the attached supplemental information form.*

**F. Subdivision Information**

If the property being submitted for a family transfer is a parcel in an existing subdivision, provide a copy of the recorded covenants.

In addition, if the property is within a platted subdivision, please note any restriction or requirement on the platted subdivision continues to apply to the divisions, as required in Montana Code Annotated § 76-3-207(2)(c)(iii).

**G. Proposed Exemption Information**

To your knowledge:

1. Will each new parcel be used as a homesite for a family member?

Yes  No *If NO, fill out the attached supplemental information form.*

2. Could the transfer be accomplished by a "relocation of common boundary lines"?

Yes  No *If YES, fill out the attached supplemental information form.*



3. Will the newly created parcels become one of three or more parcels created from the original parcel after July 1, 1973?

Yes       No    **If YES, fill out the attached supplemental information form.**

4. Would the use of the family gift exemption violate any statute, case law, administrative rule, or Attorney General Opinion?

Yes       No    **If YES, fill out the attached supplemental information form.**

5. Does the parcel to be transferred fit a pattern of land divisions and land transfers?

Yes       No    **If YES, fill out the attached supplemental information form.**

6. Have any divisions of land ever been denied on this property?

Yes       No    **If YES, fill out the attached supplemental information form.**

7. Is the parcel being transferred to a family member who is a minor?

Yes       No    **If YES, please provide a draft Trust document.**

8. Are you transferring a parcel to your spouse?

Yes       No    **If YES, fill out the attached supplemental information form.**

9. As required in Montana Code Annotated § 76-3-105(5), an immediate family member or the spouse of an immediate family member who receives a division of land pursuant to a family transfer may not transfer or otherwise convey the division of land for a period of 2 years after the date of the division. The County Commission may grant a variance to this requirement to address a hardship situation.

Do you agree that you and/or your family member receiving this property will not sell any of the tracts created under the family transfer exemption for a period of two (2) years?

Yes       No

**\*\*\*\*If the Survey Review Committee grants concept or survey approval to a proposed exemption, that approval is valid only for ninety days, subject to any legislative changes.\*\*\*\***

Under penalties of perjury, I (we) declare that I (we) have examined this affidavit and the accompanying sketch or draft Certificate of Survey of the proposed division of land, and to the best of my (our) knowledge and belief, they are true, correct, complete and are in compliance with all State laws and local regulations.

I (we) also declare that I (we) will comply with Montana Code Annotated § 76-3-105(5) and will not transfer or otherwise convey the property for a period of 2 years after the date of the division.

I (we) also acknowledge that if the land that is being divided is within a platted subdivision that any restrictions or requirements on the platted subdivision will continue to apply to the divided land as required in Montana Code Annotated § 76-3-207(2)(c)(iii).

Date July 18, 2023

Signature of Each Applicant:

[Signature]  
[Signature]

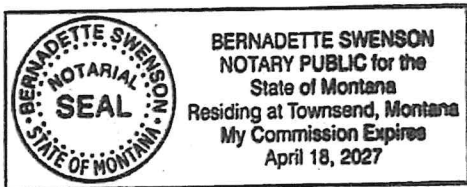
Signature of Each Recipient:

[Signature]

STATE OF MONTANA )  
County of Broadwater ) : ss.

On this 18 day of July, 2023 Steven K. Kirksey,  
Janet R. Kirksey, and Jeff Kirksey  
personally, appeared before me and having been duly sworn did herein execute the above instrument for the purposes stated.

Notary's Seal/Stamp



[Signature]  
Notary Public for the State of Montana

Bernadette Swenson  
Printed Name

Notary Public for the state of Montana

Residing at Townsend MT

My Commission expires: April 18, 2027

**Certificate of Survey Exemption Affidavit  
Broadwater County**

**Gift or Sale to Immediate Family Member  
Section 76-3-207(1)(b), MCA.**

**Supplemental Information**

Please include any additional information requested on pages 2 and 3 of the Certificate of Survey Exemption Affidavit on this form.

3. This is an existing Lot of the Meadows Subdivision which has created more than 5 lots since 1973.

5. Even though this is a subdivision lot, this division does not fit the pattern of the other lots of the Meadows Subdivision that are approx. 1 Acre lots.





**SUPPLEMENTAL AND AMENDED DECLARATION OF RESTRICTIONS, COVENANTS,  
AND CONDITIONS FOR THE MEADOWS SUBDIVISION**

Pursuant to Article 11.3.1 of the Declaration of Restrictions, Covenants and Conditions for the Meadows Subdivision ("Declaration") recorded in Book 103, pp. 524-538, in the office of the Clerk and Recorder of Broadwater County, Montana, the Declarant, Double C Ranch, LLC, a Montana limited liability company, with its principle office a 3535 Highway 284, Townsend, MT 59644, hereby amends the Declaration as set forth herein.

**SUPPLEMENTAL DECLARATION**

1. Pursuant to Article 9.1, Declarant hereby annexes to the Property the following Lots: Lots 10A, 20, 21, 22, and 40 of The Meadows Subdivision, as set forth on the subdivision plat on file and of record in the office of the Clerk and Recorder of Broadwater County, Montana, under Document No. 155657. These Lots shall be subject to the provisions of the Declaration, except as set forth below.

2. Declarant hereby grants the following exceptions and amendments to Lot 21 with regard to Article IV ("Restrictive Covenants") of the Declaration. These exceptions and amendments shall apply only to Lot 21, which currently exceeds eighteen acres in size. In the event that Lot 21 is subdivided, any subdivision less than eighteen acres in size shall not qualify for the exceptions and amendments:

- a. Article 4.2.5 is hereby amended to allow Lot 21 to construct an accessory building up to a maximum of forty-eight hundred (4,800) square feet with a maximum eve height of fourteen (14) feet. Lot 21 shall otherwise comply with the provisions of Article 4.2.5, as amended below.
- b. Article 4.29 is hereby amended with regard to Lot 21 to allow for the use of small caliber firearms in accordance with all existing law and ordinances.
- c. Lot 21 shall be exempt from the provisions of Article 4.30.

In addition, on May 3, 2010, the Broadwater County Commissioners modified its Restrictive Covenant, as set forth at Article 5.11, to allow the Owner of Lot 21 to maintain horses on the Lot. Such modification applies only insofar as the Lot continues to exceed eighteen acres in size.

**AMENDMENTS TO EXISTING CLAUSES**

Article 4.2.5 is hereby amended for all Lots (except Lot 21, as set forth above) as follows:

An Accessory Building shall conform in color, style, exterior material, and roof pitch to the Dwelling located on the same Lot as the Accessory Building, and shall contain a maximum area of twelve hundred (1200) square feet. Eve height shall be a maximum of fourteen (14) feet.

//

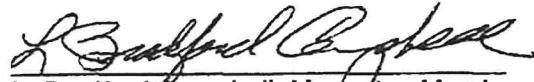
**163316 Fee: \$ 22.00 Bk 130 Pg 289**

BROADWATER COUNTY Recorded 5/20/2010 at 11:44 AM  
Rhonda Nelson, Clk & Rcdr By *David Rauer* Deputy  
Return to: DOUBLE C RANCH 3595 HWY 284  
TOWNSEND, MT 59644

IN WITNESS WHEREOF, Declarant has executed this Supplemental and Amended Declaration of Restrictions, Covenants and Conditions for the Meadows Subdivision, on this 20<sup>th</sup> day of May, 2010.

DECLARANT:

Double C Ranch, LLC

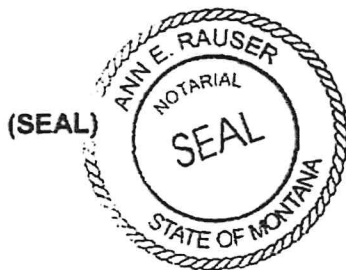
  
L. Bradford Campbell, Managing Member


STATE OF MONTANA )

: ss.

County of Broadwater )

This instrument was acknowledged before me on the 20 day of May, 2010, by L. BRADFORD CAMPBELL, Managing Member of Double C Ranch, LLC, a Montana Limited Liability Company.



  
Printed Name ANNE E. RAUSER  
Notary Public for the State of Montana  
Residing at Helena, Montana.

My Commission expires Dec. 16, 2010.

**163316 Fee: \$ 22.00 Bk 130 Pg 290**  
BROADWATER COUNTY Recorded 5/20/2010 at 11:44 AM  
Rhonda Nelson, Clk & Rcdr By \_\_\_\_\_ Deputy  
Return to: DOUBLE C RANCH 3595 HWY 284  
TOWNSEND, MT 59644

**DECLARATION OF RESTRICTIONS, COVENANTS  
AND CONDITIONS FOR  
THE MEADOWS SUBDIVISION**

THIS DECLARATION is made this 10<sup>th</sup> day of APRIL, 2007, by Double C Ranch, LLC, a Montana limited liability company, with its principal office at 3535 Highway 284, Townsend, MT 59644, hereinafter referred to as "Declarant".

**RECITALS:**

A. Declarant is the owner of all of Lots 1 through 19 in The Meadows Subdivision in Townsend, Montana, created by that subdivision plat on file and of record in the office of the Clerk and Recorder of Broadwater County, Montana under Document No. 155657.

B. Declarant proposes that the Property (as hereinafter defined) be developed, sold and improved pursuant to a common plan of development, and desires to place restrictions, covenants and conditions upon the Property for the benefit of the owners of the lots within the Property.

NOW, THEREFORE, Declarant hereby declares that all of the lots within the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions, and easements which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and which shall be binding on all parties having any right, title or interest in any of the lots in the Property and their heirs and assigns, and shall inure to the benefit of each owner thereof.

**I. DEFINITIONS**

1.1 "Accessory Building" shall mean a building made of new materials, detached from the Dwelling and used for purposes which are incidental and subordinate to the designated use of the Lot, such as a storage garage.

1.2 "Architectural Review Committee" or "ARC" shall mean the Architectural Review Committee existing pursuant to the provisions of Article VI below.

1.3 "Association" shall mean the Meadows Neighborhood Association, Inc., a Montana nonprofit corporation, and its successors and assigns.

1.4 "Board of Directors" or "Board" shall mean the duly elected and qualified members of the Board of Directors of the Association.

1.5 "Covenants" shall mean this Declaration of Restrictions, Covenants, and Conditions, as it may from time to time be amended or supplemented.

1.6 "Common Facilities" shall mean those areas which are to be improved, repaired and maintained by the Association for the benefit of all Owners, including without limitation all roads, easements or rights-of-way, the entry, park area, open space, and other common areas

155661 Fee: \$ 125.00 Bk 103 Pg 524

BROADWATER COUNTY Recorded 04/10/2007 At 11:00 AM  
Rhonda Nelson, Clk & Rcdr By David Rauser  
Return to: DOUBLE C RANCH 3595 HWY 284  
TOWNSEND MT 59644



existing for the benefit of all Owners, and any path, easement, walkway, fence or wall, if any should now or hereafter exist, around or along the perimeter of the Property, and all fixtures and appurtenances used therewith or attached thereto, and all tangible and intangible personal property at any time owned or controlled by the Association for the common use and benefit of the Owners.

1.7 "Declarant" shall mean Double C Ranch, L.L.C and its successors and assigns if the rights, obligations and duties of such Declarant under these Covenants and the Bylaws of the Association have been expressly assigned to such successors or assigns in writing, and shall not mean a buyer or successor Owner of any Lot or any portion of the Property sold or conveyed by Declarant unless accompanied by said express written assignment.

1.8 "Declarant Control Period" shall mean the period beginning on the date these Covenants are first recorded in the office of the Clerk and Recorder of Broadwater County, Montana, and ending on that date on which all Lots have been sold by Declarant and Dwellings have been constructed upon and are occupied on all Lots, as determined solely by Declarant. At the end of the Declarant Control Period, Declarant shall record in the office of the Clerk and Recorder of Broadwater County, Montana written notice of the end of the Declarant Control Period.

1.9 "Dwelling" shall mean a building constructed on a Lot of new materials, designated as permanent living quarters, having a permanent concrete foundation, approved water system, approved wastewater system and attached or semi-attached garage.

1.10 "Junk" shall mean the wrecking, dismantling, and/or storage of junk, including, but not limited to, inoperable motor vehicles and scrap materials of every sort.

1.11 "Junk Vehicle" shall mean a vehicle which cannot be driven away under its own power, or which is not operated for a period exceeding ten (10) days.

1.12 "Lot" shall mean a unit of land designated as a lot on the plat or plats of the Property, or any portion thereof, filed with the Clerk and Recorder of Broadwater County, Montana.

1.13 "Members" shall mean the members of the Association.

1.14 "Mobile Home" shall mean a vehicle built and transportable upon a chassis comprised of a frame and wheels that is designed for residential or other human occupancy.

1.15 "Owner" shall mean any person or entity which is the record owner of fee simple or beneficial title of any Lot within the Property, including a buyer under a contract for deed, but excluding any entity or person who holds such interest as security for the payment of an obligation.

1.16 "Property" shall mean the real property described in Recital A above, together with such additional property as is subjected to this Declaration from time to time in accordance with Article IX.

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## II. PERSONS BOUND BY THE COVENANTS AND RESTRICTIONS

All persons, corporations, partnerships, associations or other entities who shall hereafter acquire any interest in and to the Property or any part thereof, shall be taken and held to agree and covenant with the Owners of the Lots and with their heirs, devisees, trustees and assigns, to conform to and observe the covenants and restrictions stated in these Covenants as to the use thereof, and the construction of Dwellings and improvements thereon.

## III. REAL ESTATE TO WHICH COVENANTS APPLY

These Covenants shall apply to the Property.

## IV. RESTRICTIVE COVENANTS

4.1 Each Lot within the Property, shall be known and described as a residential lot. None of the Lots may be used or improved for other than private residential purposes, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than one single family Dwelling and one Accessory Building.

4.2 The size and height of any and all buildings constructed or erected upon the Lots shall conform to the following:

4.2.1 Dwellings shall contain a minimum of twelve hundred (1,200) square feet of finished living area on the main floor, exclusive of porches, decks, basements, and garages.

4.2.2 Dwellings shall have a roof pitch no less than a 4 to 12 ratio and no greater than an 8 to 12 ratio.

4.2.3 Each attached or semi-attached garage shall conform in design, style, color, size, height, roof pitch and exterior finish to the balance of the Dwelling to which it is attached.

4.2.4 Each attached or semi-attached garage shall contain a minimum area of four hundred (400) square feet and a maximum area of eight hundred (800) square feet. The highest point of the attached or semi-attached garage area shall not exceed the highest point of the balance of the Dwelling to which it is attached.

4.2.5 An Accessory Building shall conform in color, style, and roof pitch to the Dwelling located on the same Lot as the Accessory Building, and shall contain a maximum area of twelve hundred (1200) square feet. Eave height shall be a maximum of twelve (12) feet. The exterior of an Accessory Building may be constructed of steel siding approved by the Architectural Review Committee in addition to those materials allowed in Section 4.2.6.

4.2.6 Approved exterior siding materials for the Dwelling and Accessory Building may include hard board siding, wood siding, natural logs, stone, stucco, bricks, or

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realistic-appearing manufactured stone. There shall be no vinyl siding or 4' x 8' sheet goods siding on any Dwelling or Accessory Building.

4.2.7 All construction shall comply with all applicable state and county building regulations and codes.

4.3 No Dwelling, Accessory Building, or other structure shall be located on any Lot less than fifty feet (50') from the front Lot line, less than twenty five (25) feet from the side Lot line or less than twenty five (25) feet from the rear Lot line.

4.4 No Dwelling, Accessory Building, structure or improvement shall be placed, constructed or altered on any Lot except as approved by the Architectural Review Committee or Declarant.

4.5 No Mobile Home, modular home, or pre-built manufactured home shall be permitted on any Lot. Factory built "kit homes" assembled on site may be approved or disapproved at the sole discretion of the Architectural Review Committee or the Declarant.

4.6 None of the Property or any buildings erected thereon shall at any time be used for the purposes of any trade or for any commercial or manufacturing business of any description. Home occupations or professions may be allowed; however, no advertising or direction signs relating to a home occupation or profession shall be allowed within the private, public or commonly held lands within the Property.

4.7 No trailer, motor home, tent, shack, garage or barn on the Lots shall at any time be used as a residence, temporarily or permanently.

4.8 No dogs or pets shall be raised, kept or cared for on a commercial basis. No horses, livestock, poultry or wildlife shall be permitted upon any Lot in the Property. No dog shall be permanently contained on a rope or chain, but only in a kennel, garage or fenced back yard area. No dog or other animal shall be fenced or kept in the front or side yard of a Lot.

4.9 No signs, billboards, posters or advertising devices of any kind or character shall be erected or displayed upon any of the Lots except (i) signs displayed to identify the occupants of a Dwelling, not to exceed two (2) square feet in area, (ii) resale signs which shall not exceed six (6) square feet in area, or (iii) temporary campaign or ballot initiative posters which shall not exceed six (6) square feet in area.

4.10 Off-street covered parking shall be provided on each Lot for all vehicles kept upon the Lot. No street, driveway, or other open areas shall be used for the purpose of dismantling or repair of vehicles. Only motor-driven vehicles capable of being moved under their own power may be parked upon the streets within the Property for reasonable periods of time. Unregistered or inoperable vehicles shall not be kept on any Lot or within the Property.

4.11 No trailer, boat, camper, motor home, vehicle or other equipment generally associated with recreation or leisure time activities shall be parked on the street or in the front yard.

155661 Fee: \$ 125.00 Bk 103 Pg 527

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4.12 No structure on any Lot may be used for living purposes until after its area, as defined by the foundation, shall have been completely enclosed according to plan, and until it has been substantially completed and until sanitary facilities and utilities shall have been permanently installed.

4.13 No excavations, except such as are necessary for the construction of improvements, shall be permitted on any Lot until such time as the actual construction of the Dwelling is to begin, except that the owner may: (a) test the supply of the water under said land and may drill and excavate for those purposes, (b) test for subsoil conditions, or (c) plant trees and shrubs.

4.14 All garbage shall be kept within building enclosures or receptacles which are recessed in the ground. The burning of garbage and trash in incinerators, barrels, or otherwise is prohibited.

4.15 Any and all utilities serving any of the Lots, as now located or to be located thereon, shall be underground, extending to and including the distribution systems, connecting the Dwelling and any and all service connections, including connections between the Dwelling and any Accessory Building.

4.16 Above ground swimming pools will not be permitted, with the exception of small, children's wading pools used on a temporary basis in the summer.

4.17 Television or satellite receivers shall not extend in excess of three feet (3) above the roofline of a Dwelling or Accessory Building.

4.18 No outdoor lights over 18 feet above the ground are permitted on any Lot.

4.19 No noxious or offensive activities shall be carried on, nor shall anything be done on any Lot which may become an annoyance or nuisance to other Owners of Lots within the Property.

4.20 Each Owner shall provide exterior maintenance upon any and all structures on a Lot, including painting and repairing the structures, and shall maintain the grounds of the Lot to preclude weeds, underbrush, and other unsightly or unnatural growth and conditions. No Owner shall permit refuse piles or other unsightly objects to accumulate or remain on the Owner's Lot.

4.21 All Owners shall plant, grow and maintain grass and/or sod on their entire Lot, excluding the area of the Dwelling and Accessory Building and excluding areas landscaped with materials other than grass or sod, within (9) months after initial occupancy of the Dwelling.

4.22 Each Lot shall be maintained in a clean, attractive and weed-free manner. The entire grass area of the Lot shall be mowed and maintained on a regular basis. All weeds must be pulled, sprayed or cut prior to seed maturity.

4.23 The Common Facilities shall be maintained in a clean, attractive and weed-free manner. All weeds must be pulled, sprayed or cut prior to seed maturity.

155661 Fee: \$ 125.00 Bk 103 Pg 528

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4.24 No Owner may remove or cause to be removed, any water from the irrigation canal located within the Property without proper ownership rights.

4.25 All fences on any Lot bordering agricultural lands shall be maintained by the Owner in accordance with State Law. Only fences of such style and materials as are approved by the Architectural Review Committee are allowed on any Lot.

4.26 All propane tanks shall be buried.

4.27 Each Dwelling must be clearly labeled with the address assigned to it by the Broadwater County Addressing Department.

4.28 Lot Owners and residents are subject to Broadwater County's right to farm provisions and waive any right to protest any agricultural or farming activity which could result in dust, animal odors, flies, smoke, machinery noise, and other annoying or nuisance issues associated with agricultural or farming activities. Standard agricultural practices include but are not limited to the use of heavy equipment machinery, chemical sprays, spreading of manure and fertilizer, raising and feeding livestock and poultry, and irrigation, which may occur, early in the morning and sometimes late into the evening. Agricultural and farming activities and operations shall not be considered a nuisance, in conformity with the provisions of section 27-30-101(3) of the Montana Code Annotated.

4.29 No hunting of, shooting at or harassing of birds, animals or any wildlife are permitted. No discharge of any rifle, shotgun, pistol, or other firearm is permitted at any time within the Property.

4.30 No single family Lot shall be subdivided, split, altered or reduced in size in any way or manner whatsoever.

4.31 Landscaping and Building Features for Defense from Wildland Fires:

4.31.1 Defensible space around structures is required. Plants should be limited to fire resistant trees and shrub species.

4.31.2 Fire resistive roofing is required on all structures. All roofing material shall be non combustible, with a Class A rating.

4.31.3 Openings on structures require screening, to prevent sparks from entering the structure through all openings into the attic, basement, crawl space or other concealed space. A ¼ inch or smaller opening wire mesh screening shall cover all openings.

4.31.4 The area under a porch or deck shall contain no combustible materials.

4.32 Once construction of a Dwelling, Accessory Building, or any other permitted structure is commenced on a Lot, it shall proceed diligently, and no construction shall be left in an uncompleted state exceeding ninety (90) days without material progress being performed.

**155661 Fee: \$ 125.00 Bk 103 Pg 529**

BROADWATER COUNTY Recorded 04/10/2007 At 11:00 AM  
Rhonda Nelson, Ck & Rcdr By \_\_\_\_\_

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TOWNSEND MT 59644



4.33 All

mailboxes shall conform to the specifications and placement as prescribed by the Declarant or the U.S. Postal Service.

4.34 Operation of trail bikes, motorcycles, all-terrain vehicles, snowmobiles, or similar motorized vehicles is prohibited within the Property except on designated streets or roads.

4.35 No towers or similar structures shall be constructed or located within the Property.

4.36 All Dwellings shall be placed on a permanent foundation. Only new materials, except as otherwise approved by the ARC, shall be used in the construction of a Dwelling, Accessory Building, or any other improvements on the Property.

4.37 No Lot boundary lines shall be adjusted or vacated except as follows: (a) by Declarant or with Declarant's written consent during the Declarant Control Period, or (b) by or with the written consent of the Association after the Declarant Control Period.

4.38 Driveways and parking areas shall be constructed in such a way as to minimize drainage that may damage roadways or adjoining Lots. Approved driveway culverts must be installed.

4.39 Dwelling foundation wall exposure to view shall be limited to 24 inches in height.

#### V. BROADWATER COUNTY NOTICES AND RESTRICTIVE COVENANTS

The following are revocable or alterable only with the consent of the Board of County Commissioners:

5.1 Notice is hereby given of potential health risk from radon concentrations and that such risk can be evaluated through soil tests and mitigated through radon abatement techniques incorporated into structures.

5.2 Notice is hereby given that all Dwellings within the Property should be constructed to specifications which meet or exceed equivalent provisions in the applicable state building code for the seismic zone in which the Property is located (Zone 3).

5.3 Any additional, replacement, or relocated utility lines shall be installed underground, in accordance with the County Subdivision Regulations, unless otherwise determined by the utility provided.

5.4 No access is allowed from any Lot along Highway 284 directly onto Highway 284.

5.5 Any exterior lighting shall be directed downward to minimize visibility beyond the property lines of a Lot.

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5.6 Owners and their heirs, successors and assigns, and all future owners of any Lot within the Property, agree to hold Broadwater County harmless and indemnify Broadwater County from all claims, demands, obligations, suits, causes of action, damages and liability, including the County's costs and attorney fees, arising in any manner whatsoever out of, or relating to any of the following regarding such Owner's Lot:

- i. Earthquake fault zone and any seismic activity; and
- ii. Water availability.

5.7 Each Owner will be responsible, to the extent applicable, for providing on-site retention of all storm water runoff generated from the Lot in excess of historical volumes.

5.8 The storage of foods, garbage, or continuous feeding of domestic pets outdoors or other activities which may create an attractive nuisance for wildlife species is prohibited.

5.9 All cats and dogs must be restrained, penned or otherwise under the control of their owner at all times.

5.10 Agricultural operations are present in the vicinity of the Property.

5.11 The raising, confinement, and/or keeping of livestock on all Lots is prohibited.

5.12 Each Lot shall be maintained in a clean, attractive, and weed-free manner; noxious weeds must be pulled, sprayed or cut prior to seed maturity.

5.13 Owners hereby waive all right to protest creation of or inclusion of the Property, or any part thereof, in a rural improvement or maintenance district for the purpose of road maintenance, mosquito control, community water service, community wastewater treatment, or equitably funding parks and maintenance of parks.

5.14 Notice is hereby given that the Property is in close proximity to an "Airport Influence Zone".

## VI. ARCHITECTURAL REVIEW COMMITTEE

6.1 Review of Plans for Improvements. No construction, reconstruction, alternation, remodeling, landscaping, fence, wall, parking or other improvement ("Improvement" or "Improvements") shall be commenced on any Lot until drawings, plans and specifications for the Improvement have been submitted to and approved in writing by the ARC. Plans and specifications for an Improvement shall show the nature, kind, shape, color, size, materials, and location of the Improvement, and shall be submitted to the ARC for review and approval (or disapproval) before any construction is commenced on a Lot. All landscaping on a Lot, including the planting of new trees and other vegetation and the removal of existing trees and vegetation, must be approved by the ARC. The ARC shall have complete discretion to make all decisions concerning approval of plans for Improvements. All decisions of the ARC shall be final.

155661 Fee: \$ 125.00 Bk 103 Pg 531

BROADWATER COUNTY Recorded 04/10/2007 At 11:00 AM

Rhonda Nelson, CLK & Rcdr By \_\_\_\_\_

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TOWNSEND MT 59644

6.2 Architectural Review Committee. The Architectural Review Committee, or ARC, shall consist of at least three (3), but not more than five (5) persons, and shall have exclusive jurisdiction over all Improvements on the Property. During the Declarant Control Period, Declarant reserves the sole right to appoint all members of the ARC, who shall serve at Declarant's discretion. At the end of the Declarant Control Period, the Board shall appoint the members of the ARC, who shall serve and may be removed in the Board's discretion.

6.3 Character of Improvements. The character of the all Improvements to a Lot shall harmoniously combine and not be inconsistent with the development of the entire Property and shall compliment the surrounding environment.

6.4 Guidelines and Procedures. The ARC may develop guidelines for the design and construction of Improvements, and may develop application and review procedures for all Improvements and construction on the Property. The ARC shall have sole authority to determine the location of Improvements on a Lot.

6.5 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

6.6 Limitation of Liability. It is not the function of the ARC to determine the adequacy, completeness, or safety of any plans or specifications, or whether plans comply with any applicable building codes or other regulations, or to assure that any construction is done properly and in accordance with the plans or specifications. Neither the Declarant, the Association, the Board, the ARC, nor their respective members, officers, directors, employees or agents shall be responsible or liable for any defects or discrepancies in any plans or specifications submitted, revised or approved under this Article, nor for any defects or discrepancies in construction pursuant to such plans and specifications. Approval of plans and specifications under this Article shall not be deemed to waive or obviate the Owner's responsibility to comply with applicable building codes or other governmental laws and regulations.

## VII. HOMEOWNERS ASSOCIATION

7.1 Membership in Association. Each Owner shall be a member of the Montana non-profit corporation known as the MEADOWS NEIGHBORHOOD ASSOCIATION, INC. If there are two or more Owners of a Lot, such Owners shall be deemed to be one Member for the purposes of voting and assessment. The vote for any Lot owned by more than one Owner shall be exercised as such co-Owners may among themselves determine, but in no event shall there be more than one vote per Lot. The Association shall be governed and operated in accordance with its Articles of Incorporation and Bylaws, as they may be amended, modified, supplemented or restated from time to time.

7.2 Obligations of the Association. The Association shall have the responsibility for maintaining all Common Facilities, paying all costs thereof.

155661 Fee: \$ 125.00 Bk 103 Pg 532

BROADWATER COUNTY Recorded 04/10/2007 At 11:00 AM

Rhonda Nelson, Ck & Rcdr By

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TOWNSEND MT 59644



7.3 Board of Directors. The Association shall be governed by a Board of Directors. During the Declarant Control Period, the Declarant shall appoint all members of the Board.

7.4 Annual Assessments. The Association, through its Board of Directors, shall establish and collect annual assessments from each member to pay for all costs of maintenance and operation of the Common Facilities, for administrative expenses of the Association, and for other expenses of the Association, including reasonable reserves determined by the Board to be necessary and appropriate. Assessments shall be in an equal amount for each Lot subject to this Declaration. The annual assessment may not be increased by the Board of Directors each year more than 5% above the assessment for the previous year without a majority vote of the membership at a meeting duly called for that purpose. If the Board fails to fix an annual assessment, the previous assessment shall remain in effect until changed by the Board. The initial annual Assessment shall be \$150.00 per Lot, to be paid quarterly or as otherwise determined by the Board.

7.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Facilities, including fixtures and personal property related thereto, provided that any such assessment shall require the assent of sixty percent (60%) of the votes entitled to be cast by Members. Nothing stated herein shall restrict the right of the Association to provide for the repayment of the special assessment over a term of months or years subsequent to the date of such assessment, and upon terms and conditions it deems appropriate, including the collection of interest on the deferred balance.

7.6 Payment of Assessments. Each Owner shall be responsible for the payment of assessments within thirty days after notice of assessment is given by the Board. Assessments paid more than thirty days after the date when due, shall bear interest at the rate of 10% per annum from the due date until paid. All payments upon assessments shall be applied first to interest and then to the earliest assessment due. Interest collected shall become part of the Association's account. In no event shall the interest charged be more than permitted by Montana's usury statutes. All assessments collected by the Association may be commingled in a single fund. The Association shall maintain records showing the amounts of all assessments paid and unpaid. Such records shall be available for inspection at all reasonable times by Owners or their representatives.

7.7 Covenant to Pay Maintenance Assessments. Each Owner, by acceptance of a deed, whether or not it shall be expressed in said deed, is deemed to covenant and agree to pay to the Association all assessments lawfully made by the Association and to waive any right the Owner may have, under the laws of the United States or the State of Montana, to claim a homestead exemption for said assessments. Owners and their grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of conveyance of any Lot, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore. The Association shall notify third parties, upon their request, of the amount of unpaid assessments on any Lot.

155661 Fee: \$ 125.00 Bk 103 Pg 533

BROADWATER COUNTY Recorded 04/10/2007 At 11:00 AM

Rhonda Nelson, CLK & Rcdr By \_\_\_\_\_

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7.8 Remedies for Non-Payment of Assessments. All unpaid assessments, together with interest, collection costs, costs of suit, and reasonable attorney fees, shall constitute a lien on the Lot to which the assessments were made, and if filed of record, may be foreclosed in the same manner as a construction lien. Such lien shall not take priority over any sums unpaid on a first mortgage or trust indenture of record prior to the recording of the lien for assessments. Each assessment, together with interest, collection costs, costs of suit, and reasonable attorney fees, shall also be the personal obligation of the Owner of the Lot against which the assessment was made at the time the assessment fell due and suit to recover a money judgment for unpaid assessments shall be maintainable by the Association against said Owner without foreclosing or waiving the lien securing the same. All costs of collection of delinquent assessments, including but not limited to, court costs, costs of filing liens, and reasonable attorney fees, shall be the obligation of the non-paying Owner, and may be added to the next regular assessment for that Lot. No sale or transfer of a Lot shall relieve the acquirer from the liability for past due assessments or from the lien thereof. All rights, remedies and privileges granted to the Association or the Owners pursuant to the terms hereof, shall be deemed to be cumulative.

7.9 Appeal. Any member with unpaid assessments due to hardship, prior to being sued by the Association, may appeal to the Association Board with their case and circumstances. Upon a two-thirds vote of the Board, the Association may waive, forgive or defer any part of or all of the unpaid assessment.

7.10 No Liability. In no event shall the Association or Declarant be liable to any Owner, or the Owner's heirs, successors, assigns, family or guests, employees, agents, invitees or lessees or to any person using any of the Common Facilities for any damages arising out of the construction, maintenance, or state of repair of any of the Common Facilities. The Board may elect to purchase liability insurance insuring the Association and its Members against liability resulting from the Association's construction, maintenance, use or operation of the Common Facilities. The cost of such insurance shall be charged as part of the annual assessments described above.

#### VIII. ENFORCEMENT

8.1 Enforcement. Violation of any restrictions, conditions, covenants or agreements herein contained shall give to the Declarant or the Association, acting through its directors or officers, as applicable, the following rights:

- 8.1.1 Upon written request from the Declarant or the Board, as applicable, the Owner of a Lot in violation of these Covenants shall, at the Owner's cost and expense, remove the Improvement or other condition constituting a violation of these Covenants, and shall restore the Lot to substantially the same condition as existed prior to the violation. If an Owner fails to remove and restore as required, the Declarant or the Board or its designee, as applicable, shall have the right to enter upon the Lot on which a violation exists, and to summarily abate and remove at the expense of the Owner any building, structure, thing, or condition that may be in, on or upon said Lot contrary to the provisions hereof without being deemed guilty of trespass.

155661 Fee: \$ 125.00 Bk 103 Pg 534

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- 8.1.2 The result of every act or omission whereby any restriction, condition, covenant or agreement is violated in whole, or in part, is hereby declared to be and constitute a nuisance, and every remedy allowed by law against a nuisance, either public or private, shall be applicable against every such result.
- 8.1.3 The right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and remedies now or hereafter imposed or available pursuant to these Covenants, and all such rights shall be cumulative and not exclusive.
- 8.1.4 The right to obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, these Covenants, it being understood and agreed that pecuniary compensation will not afford adequate relief, or that it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief, for any violation of these Covenants.
- 8.1.5 All legal and equitable rights and remedies available to enforce these Covenants and the decisions of the Declarant, the Association, the Board, and the Architectural Review Committee.
- 8.1.6 All costs incurred by the Declarant or the Board in remedying any violation, together with interest at the rate of the lesser of 15% per annum or the maximum interest allowed by Montana law and attorney and paralegal fees, shall be due and payable by the Owner of the Lot in violation upon demand, and such amounts may be assessed against the violating Lot as a specific assessment by the Association.
- 8.2 No Waiver. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.3 Costs of Enforcement. In the event the Association employs an attorney because of a violation by an Owner of one or more of the provisions of these Covenants, or if the Association commences an action for the enforcement of these Covenants or of the lien for assessments and the Association is wholly or partially successful in such action, the offending Owner shall be obligated to pay, on demand, all costs, charges and expenses, including reasonable attorney and paralegal fees, incurred by the Association.

#### IX. ANNEXATION AND WITHDRAWAL OF PROPERTY

9.1 Annexation Without Approval of Members. During the Declarant Control Period, Declarant may from time to time unilaterally annex or add real estate to the Property which is subject to the provisions of these Covenants. Declarant may transfer or assign this right to annex real estate, provided that the transferee or assignee is the developer of at least a portion of the Property and that such transfer is memorialized in a written, recorded instrument executed by Declarant. Annexation shall be accomplished by filing a Supplemental Declaration describing the real estate being annexed in the public records of Broadwater County, Montana. A Supplemental Declaration annexing the property shall not require the consent of the Members

155661 Fee: \$ 125.00 Bk 103 Pg 535

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Any annexation shall be effective upon the recording of a Supplemental Declaration, unless otherwise provided therein.

9.2 Annexation With Approval of Members. The Association may annex real estate pursuant to the provisions of these Covenants with the consent of the owner of such property, the affirmative vote of at least sixty percent (60%) of the Members represented at a meeting duly called for such purpose, and the consent of the Declarant, so long as Declarant owns property subject to these Covenants or which may become subject to these Covenants in accordance with Section 9.1. Annexation shall be accomplished by filing a Supplemental Declaration describing the real estate being annexed in the public records of Broadwater County, Montana. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property. Any such annexation shall be effective upon the recording of a Supplemental Declaration, unless otherwise provided therein.

9.3 Withdrawal of Property. Declarant reserves the right to amend these Covenants so long as Declarant has a right to annex additional property pursuant to this Article IX, without prior notice and without the consent of any person, for the purpose of removing property then owned by the Declarant, its affiliates, or the Association from the coverage of these Covenants, to the extent originally included in error or as a result of any changes in the Declarant's plans for the Property, provided that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

9.4 Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Property subject to these Covenants initially or by Supplemental Declaration to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association. Such additional covenants and easements shall be set forth in a Supplementary Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant.

9.5 Amendment. During the Declarant Control Period, this Article shall not be amended without the prior written consent of Declarant.

#### X. DECLARANT'S RIGHTS

10.1 Transfer. Any or all of the special rights and obligations of the Declarant set forth in these Covenants or in the Bylaws of the Association may be transferred to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the Bylaws. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of Broadwater County, Montana.

10.2 Conduct of Activities. So long as development and/or initial sales of Lots continues, the Declarant and any person authorized by Declarant may maintain and carry on upon portions of the Common Facilities such activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development or sale of Lots,

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including, but not limited to, business offices, signs, model units, and sales offices. The Declarant and authorized persons shall have easements for access to and use of the Common Facilities.

10.3 No Other Covenants. No one other than Declarant shall record any declaration of covenants, conditions and restrictions, or condominium declaration or similar instrument affecting any portion of the Property without Declarant's review and written consent, which may be withheld in Declarant's sole discretion. Any attempted recordation without such consent shall be void and of no force and effect.

10.4 Amendment and Termination. This Article may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate upon the earlier of (a) the end of the Declarant Control Period, or (b) upon recording by Declarant of a written statement that all sales activity regarding the Property has ceased.

## XI. GENERAL PROVISIONS

11.1 Incorporation of Recitals. The Recitals are hereby incorporated into, and made a part of, these Covenants.

11.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

11.3 Amendment. These Covenants may be amended as follows:

11.3.1 By Declarant. During the Declarant Control Period, Declarant may unilaterally amend these Covenants for any purpose, provided that the amendment has no material adverse effect on the vested right of any Owner. Notwithstanding the above, so long as Declarant owns any of the Property, the Declarant may unilaterally amend these Covenants if such amendment is (i) necessary to bring any provision in compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; (v) otherwise necessary to satisfy the requirements of any governmental agency; or (vi) necessary for Declarant to develop the Property in accordance with Declarant's plans.

11.3.2 By Owners. After the Declarant Control Period, these Covenants may be amended by the affirmative vote or written consent, or any combination thereof, of sixty percent (60%) of the Owners of record of the Lots. Any such amendment shall be recorded in the office of the Clerk and Recorder of Broadwater County, Montana.

155661 Fee: \$ 125.00 Bk 103 Pg 537

BROADWATER COUNTY Recorded 04/10/2007 At 11:00 AM

Rhonda Nelson, Clk & Rcdr By \_\_\_\_\_

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11.3.3 By Board of Directors. After the Declarant Control Period, the Board of Directors may adopt an amendment to these Covenants provided that at least seventy-five percent (75%) of the Directors on the Board vote in favor of the amendment. Any such amendment shall be recorded in the office of the Clerk and Recorder of Broadwater County, Montana.

11.4 Term. These Covenants shall be binding for a term of thirty (30) years from the date of these Covenants, after which time the Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of not less than sixty percent (60%) of the Lots has been recorded in the real estate records of the Broadwater County Clerk and Recorder, agreeing to revoke or terminate these Covenants.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictions, Covenants and Conditions on the day and year first above written.

DECLARANT:

DOUBLE C RANCH, LLC, a Montana limited liability company

By: [Signature]  
L. Bradford Campbell, Member

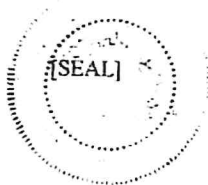
STATE OF MONTANA )

) ss.

County of Broadwater )

This instrument was acknowledged before me on this 10 day of April, 2007, by L. Bradford Campbell, Member of Double C Ranch, LLC, a Montana limited liability company.

[Signature]  
Print Name: ANNE RAUSER  
Notary Public for the State of Montana  
Residing at Easton, Montana  
My Commission expires Dec. 16, 2010.



155661 Fee: \$ 125.00 Bk 103 Pg 538

BROADWATER COUNTY Recorded 04/10/2007 At 11:00 AM

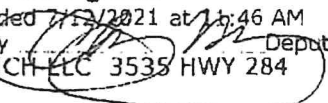
Rhonda Nelson. Clk & Rcdr By \_\_\_\_\_

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190159 Fee: \$ 16.00 Bk 227 Pg 111

BROADWATER COUNTY Recorded 7/12/2021 at 11:46 AM  
Douglas D. Ellis, Clk & Rcdr By  Deputy  
Return to: DOUBLE C. RANCH LLC 3535 HWY 284  
TOWNSEND, MT 59644

**NOTICE OF TRANSFER OF DECLARANT'S RIGHTS AND OBLIGATIONS UNDER THE  
DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS FOR THE  
MEADOWS SUBDIVISION**

This Notice of Transfer of Declarant's Rights and Obligations Under the Declaration of Restrictions, Covenants, and Conditions for the Meadows Subdivision is made this 12 day July, 2021, by Double C Ranch, LLC.

**RECITALS**

**WHEREAS**, Double C Ranch, LLC, recorded the Declaration of Restrictions, Covenants, and Conditions for the Meadows Subdivision on April 10, 2007, as Document No. 155661 and beginning on Book 103 at Page 524 in the records of Broadwater County, Montana ("Declaration"); and

**WHEREAS**, The Declaration identifies Double C Ranch, LLC, as the Declarant, and vests upon Double C Ranch, LLC, certain rights and obligations as the Declarant; and

**WHEREAS**, Article 1.7 and Article 10.1 of the Declaration allow Double C Ranch, LLC, to transfer its rights and obligations as Declarant to other persons and/or entities; and

**WHEREAS**, Double C Ranch, LLC, transferred its ownership interest in certain real property subject to the Declaration to Double C Properties, LLC, by Quitclaim Deed recorded on January 7, 2019, as Document No. 181973 and beginning on Book 193 at Page 901 in the Records of Broadwater County, Montana; and

**WHEREAS**, Double C Ranch, LLC, wishes to transfer its rights and obligations as Declarant under the Declaration to Double C Properties, LLC;

**NOW THEREFORE**, Double C Ranch, LLC, provides notice pursuant to Article 10.1 of the Declaration that it is transferring all its rights and obligations as Declarant to Double C Properties, LLC. As of the date identified above, Double C Properties, LLC, shall have all rights and obligations of the Declarant as set forth in the Declaration.

IN WITNESS WHEREOF, Double C Ranch, LLC, has executed this Notice of Transfer of Declarant's Rights and Obligations Under the Declaration of Restrictions, Covenants, and Conditions for the Meadows Subdivision, on this 12 day of July, 2021.

Double C Ranch, LLC

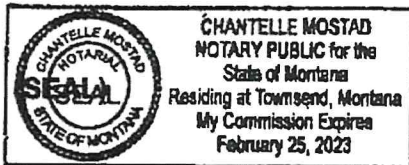
L. Bradford Campbell  
L. Bradford Campbell, Managing Member

STATE OF MONTANA            )  
  : ss.  
County of Broadwater        )

This instrument was acknowledged before me on the 12<sup>th</sup> day of July, 2021, by L. Bradford Campbell, Managing Member of Double C Ranch, LLC, a Montana Limited Liability Company.

Chantelle Mostad

Printed Name Chantelle Mostad  
Notary Public for the State of MT  
Residing at Townsend



Montana  
Montana.

My Commission expires: 25 Feb 2023



*Certificate of Survey No. \_\_\_\_\_*

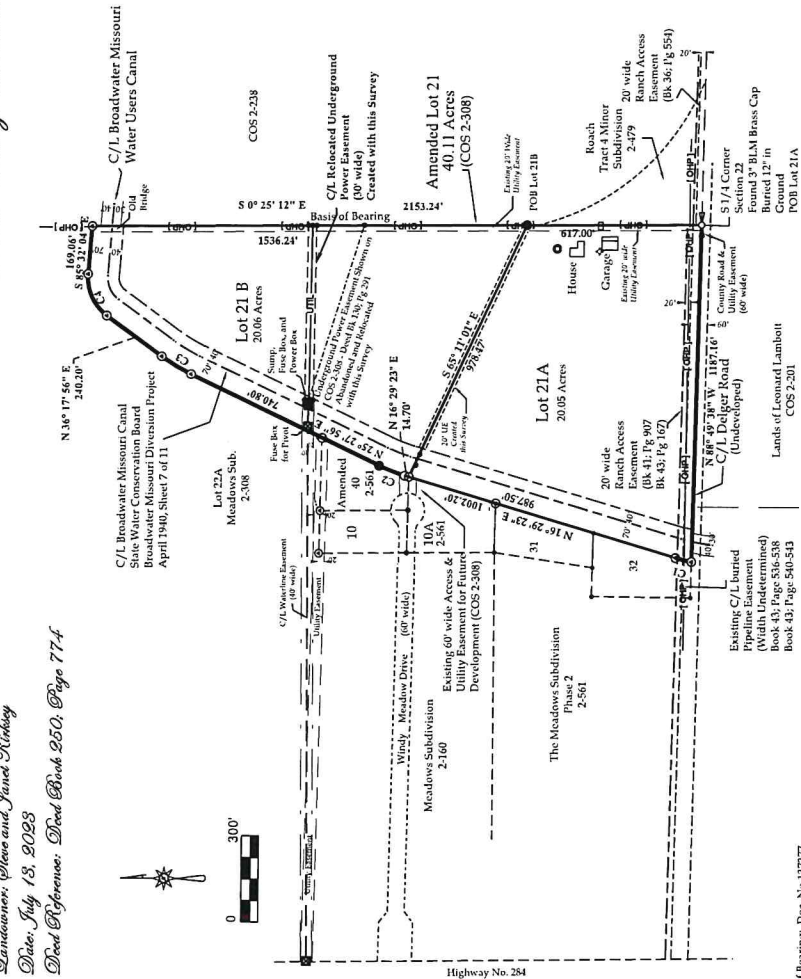
*To Create a Tract of Land for a Member of the Immediate Family*

*Being Amended Lot 21 of the Amended Meadow Subdivision filed in Book 2 of Plats; Page 308*

*Situated in the NW 1/4 of Section 22, Township 7 North, Range 2 East, P.M.M.,*

*Broadwater County, Montana.*

*Landowner, Steve and Janet Kirksey*  
*Date, July 13, 2023*  
*Deed Reference: Deed Book 250, Page 774*



**LEGEND**

SECTION CORNER	Quarter Corner	Found Rebar as Noted	Found 1/2" Rebar w/ OPC No. 13279	Set Rebar	1/2" Rebar w/ OPC 13279	Power Pole	Phone Box	Utility	WELL	Septic Lid	Point of Record	Power Vault	UE	Utility Easement	Point of Beginning
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CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA	TANGENT
C1	N13°34'7"E	58.19'	643.00'	58.20'	5°11'11"	29.12'
C2	N20°58'39"E	97.49'	622.94'	97.59'	8°58'33"	48.89'
C3	N20°52'55"E	121.33'	642.66'	121.51'	10°50'00"	60.94'
C4	N65°22'56"E	160.86'	165.47'	167.98'	58°10'00"	92.03'

Certificate of Examination:  
 Reviewed for errors and omissions this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, pursuant to Section 76-3-612(6) M.C.A.

Certificate of Surveyor:  
 I hereby certify the attached plat is a true representation of a survey performed under my supervision and completed on October 26, 2023 and described in the same as shown on the accompanying plat in accordance with the provisions of the Montana Subdivision and Platting Act. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Surveyor:  
 Dan Swenson L.S. 15279  
 P.O. Box 177  
 Townsend, MT. 59644

**Certificate of Treasurer:**

I, \_\_\_\_\_, Treasurer of Broadwater County, Montana, do hereby certify that the accompanying plat has been duly assessed and levied on the land in the subdivided have been paid through \_\_\_\_\_ AD, 20\_\_\_\_, and recorded in Book \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Certificate of Clerk and Recorder:**

I, \_\_\_\_\_, Clerk and Recorder of Broadwater County, Montana, do hereby certify that the foregoing instrument filed in my office as a check, (am or not) \_\_\_\_\_ day of \_\_\_\_\_, AD, 20\_\_\_\_, and recorded in Book \_\_\_\_\_ of Plats on Page \_\_\_\_\_ and recorded in Book \_\_\_\_\_ of Deeds on Page \_\_\_\_\_, and recorded in Book \_\_\_\_\_ of Plats on Page \_\_\_\_\_, Records of the Clerk and Recorder, Broadwater County, Montana. Document No. \_\_\_\_\_ Clerk and Recorder

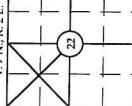
Landowner: \_\_\_\_\_ Steven K. Kirksey \_\_\_\_\_ Janet R. Kirksey \_\_\_\_\_  
 State of Montana  
 County of Broadwater

This instrument was signed or acknowledged before me on \_\_\_\_\_ by Steven K. Kirksey and Janet R. Kirksey

Notary Signature \_\_\_\_\_

T. 7 N., R. 2 E.

SW 1/4 Sec. 22 T. 7 N., R. 2 E. Broadwater Co.	
Steve Kirksey	2666-602
Family Transfer	10/13/2023
Schaubur Surveying	10/13/2023
30017/26	10/13/2023
1/3	1/1



Legal Description:  
 Lot 21A is a land being part of Amended Lot 21 of the Amended Meadow Subdivision as filed in Book 2 of Plats, Page 308, being situated in the SW 1/4 of Section 22, Township 7 North, Range 2 East, P.M.M., Broadwater County, Montana and being more particularly described as follows: Commencing at the South 1/4 corner of said section; Thence N65°11'01"W, a distance of 978.47 feet to the SE corner of herein described tract and Point of Beginning; Thence along the South boundary of said Section 22 N88°49'38"W, a distance of 147.00 feet to the SE corner of herein described tract and Point of Beginning; Thence along said section boundary and northward along said boundary, there being a curve of 121.33 feet radius curve to the right, (bears N13°34'7"E 58.19 feet); Thence N13°34'7"E 58.19 feet; Thence N65°11'01"W, a distance of 978.47 feet; Thence S80°25'12"E, a distance of 617.00 feet to the Point of Beginning, said parcel being 20.05 Acres more or less and being served by and subject to rights-of-way and easements as shown, existing, or of record.

Lot 21 B  
 A tract of land being part of Amended Lot 21 of the Amended Meadow Subdivision as filed in Book 2 of Plats, Page 308, being situated in the SW 1/4 of Section 22, Township 7 North, Range 2 East, P.M.M., Broadwater County, Montana and being more particularly described as follows: Commencing at the South 1/4 corner of said section; Thence N00°25'12"W, for a distance of 617.00 feet to the SE corner of herein described tract and Point of Beginning; Thence N65°11'01"W, a distance of 978.47 feet; Thence N16°29'23"E, for a distance of 147.00 feet to the beginning of a 622.94 foot radius curve; Thence N82°36'39"E 97.49 feet; Thence N65°11'01"W, a distance of 978.47 feet; Thence N23°27'56"E, a distance of 740.80 feet to the beginning of a 642.66 foot radius curve; Thence N65°11'01"W, a distance of 978.47 feet; Thence N16°29'23"E, for a distance of 147.00 feet to the beginning of a 121.33 foot radius curve; Thence N13°34'7"E 58.19 feet; Thence N65°11'01"W, a distance of 978.47 feet; Thence N16°29'23"E, for a distance of 147.00 feet to the True Point of Beginning, said parcel being 20.06 Acres more or less and being served by and subject to rights-of-way and easements as shown, existing, or of record. INCLUDING a 20.0' wide Underground Power Easement as shown, existing, or of record, beginning at the lower corner of the Broadwater Missouri Water Users Canal and running East to the East boundary of described Lot 21B for the point of terminus.

Landowner's Certification:  
 I hereby certify the purpose of this division of land is to Transfer Parcel shown as \_\_\_\_\_ LOT 21-B \_\_\_\_\_ on this Certificate of Survey To: Jeff Kirksey. Relationship: Son

Pursuant to 76-3-207(1)(b) and 76-3-207(2)(b), M.C.A. which states: (1) Except as provided in subsection (2), unless the method of disposition is adopted for the purpose of evading this chapter, the following divisions or aggregations of tracts of record of any size, regardless of the resulting size of any lot created by the division or aggregation, are not subdivisions under this chapter but are subject to zoning requirements under 76-3-401 for divisions or aggregations of land other than subdivisions and are subject to applicable zoning regulations under 76-3-402 for divisions made outside of platted subdivisions for the purpose of a single gift or sale in each county to each member of the landowner's family; (2) Notwithstanding the provisions of subsection (1), (b) or (c) a division within a platted subdivision is exempt from additional subdivision purposes and is subject to applicable zoning regulations adopted under Title 76, chapter 2, unless the method of disposition is adopted for the purpose of evading this chapter, if the division:  
 (A) is within a subdivision that has been approved by a local governing body;  
 (B) is a subdivision that is allowed within the subdivision; and  
 (C) is a subdivision that is exempt from the provisions of this chapter.

(D) an amended plat must be filed with the county clerk immediately after a division provided in subsection (2)(b) occurs; and (E) except as otherwise provided in this subsection (2)(b), a division of land exempted under subsection (1)(b) that is also located in a zoning district is allowed if each family transfer created by the division is at least 5 acres, unless the zoning district allows for smaller sizes; and (F) a division of land transferred to an immediate family member pursuant to subsection (1)(b) or (1)(c) may be transferred regardless of age and may be owned jointly with that immediate family member's spouse.

I certify this is the only gift or sale I have made to the aforementioned immediate family member in the County of Broadwater for the purposes of this exemption. Furthermore, I certify I am entitled to use this exemption and compliance with all conditions imposed by law and regulation on the use of this exemption. Therefore, this division of land is exempt from review as a subdivision pursuant to Section 76-3-207(1)(b) and 76-3-207(2)(b), M.C.A.

Sanitation Exemption for Tract 21A and Tract 21B  
 76-4-103. The plat for a subdivision must show all parcels, whether contiguous or not. A parcel that is 20 acres or more in size, exclusive of public roadways, is not subject to review under this part unless the parcel provides two or more permanent spaces for recreational camping vehicles or mobile homes. The rental or lease of one or more parts of a building, structure, or other improvement, whether existing or proposed, is not a subdivision, as that term is defined in this part, and is not subject to the requirements of this part.

## Environmental Health

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**From:** Broadwater Planning  
**Sent:** Wednesday, July 26, 2023 2:47 PM  
**To:** Angie Paulsen; Broadwater Commissioners; Darrel Folkvord; Debi Randolph; Jania Hatfield; Lindsey Richtmyer; Megan Bullock  
**Cc:** Environmental Health  
**Subject:** Deadline: 8.9.23 (Thompson FT)  
**Attachments:** Thompson FT.pdf; Thompson FT affidavit.pdf

Good Afternoon,

Attached is a Family Transfer Exemption request from Mitch Thompson. The heading at the top of the COS is slightly confusing in that it states "Less the Sieler Minor Subdivision". This Tract 2 was a Remainder of the Sieler Minor Subdivision done several years ago when Remainder tracts were allowed. So, just for clarification Tract 2 is NOT a lot in the Sieler Minor Subdivision, and therefore no covenants are being submitted for consideration along with this COS and affidavit. Also, the Thompsons signed this affidavit prior to the new form being utilized.

Please let me know if you have any questions or comments by 8/9/23.

Melinda – please add this Family Transfer Exemption request tentatively to the 8/9/23 Commission agenda.

Thank you



**NICHOLE BROWN**  
**BROADWATER COUNTY**  
**Community Development and Planning Director**  
515 Broadway  
Townsend, MT 59644  
PHONE 406.266.9211  
[website](#) | [email](#) | [map](#)

**DISCLAIMER:**

*Email communications may be subject to public disclosure. Most written communications to or from Broadwater County Employees and Officials regarding County Business are public records and may be available to the public and media upon request.*



# Certificate of Survey No. \_\_\_\_\_

TRACT OF LAND, LESS THE SIELER MINOR SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 1 EAST, P.M.M., BROADWATER COUNTY, MONTANA

**LEGAL DESCRIPTION**

Tract of land, less the Sieler Minor Subdivision, located in the Northeast quarter of Section 32, Township 3 North, Range 1 East, P.M.M., Broadwater County, Montana

Said tracts contains 88.04 acres, more or less and subject to all easements of record or apparent on the ground.

PURPOSE: TO CREATE AN ADDITIONAL TRACT FOR FAMILY TRANSFER PURPOSES

OWNERS: MITCH A THOMPSON  
166 PRICE RD  
THREE FORKS, MT 59752-9520

**Certificate of Exemption**

I hereby certify that the purpose of this division of land is to transfer Tract 1 as shown on this certificate of survey to \_\_\_\_\_, my (father) (mother) (daughter) (son) (wife) (husband). I certify that this is the single (only) gift or sale I have made to the immediate family member in the County of Broadwater for the purpose of this exemption. Furthermore, I certify that I am entitled to use this exemption and am in compliance with all conditions imposed by law and regulation pursuant to section 76-3-207(1)(b), MCA. Tract 2 as shown on this certificate of survey is also exempt from Sanitary Restriction review pursuant to Section 76-4-103, MCA, "a subdivision being those parcels less than 20 acres which have been created by a division of land".

Dated this \_\_\_ day of \_\_\_\_\_, 2023

By: Mitch A. Thompson / Owner

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

This instrument was ACKNOWLEDGED before me this \_\_\_ day of \_\_\_\_\_, 2023 by Mitch A. Thompson.

Notary Public for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Certificate of Exemption Approval by Governing Body**

The Board of County Commissioners of Broadwater County, Montana hereby certifies that the Commissioners have examined the Family Gift or Sale Certificate of Survey and found it to be exempt from subdivision review.

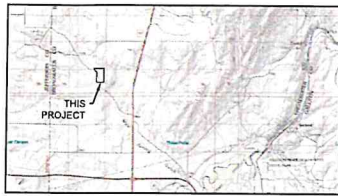
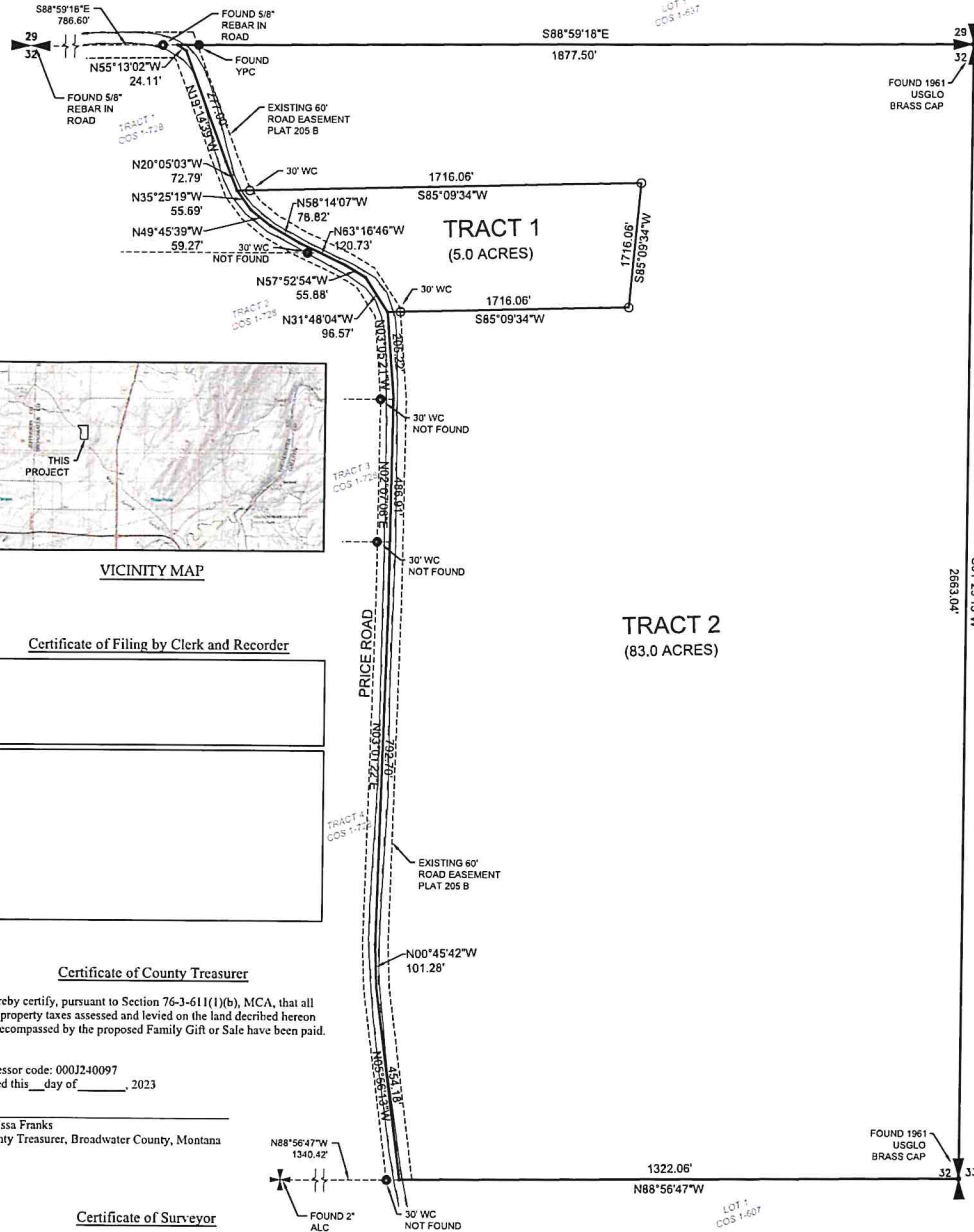
Dated this \_\_\_ day of \_\_\_\_\_, 2023 Attested by:

Commissioner Chair \_\_\_\_\_ County Clerk & Recorder  
Broadwater County, MT Broadwater County, MT

**LEGEND**

- FOUND CORNER AS DESCRIBED
- ⊕ FOUND 1/4 SECTION CORNER MONUMENT AS NOTED
- ⊕ FOUND CENTER 1/4 SECTION MONUMENT AS NOTED
- SET YELLOW PLASTIC CAP STAMPED BSLS LS #10062 ON 1/4" REBAR
- (R) RECORD DIMENSION
- (M) MEASURED DIMENSION
- (C) CALCULATED DIMENSION
- YPC YELLOW PLASTIC CAP
- A.C. ALUMINIUM CAP

Certificate of Survey



VICINITY MAP

**Certificate of Filing by Clerk and Recorder**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Certificate of County Treasurer**

I hereby certify, pursuant to Section 76-3-611(1)(b), MCA, that all real property taxes assessed and levied on the land described hereon and encompassed by the proposed Family Gift or Sale have been paid.

Assessor code: 000240097  
Dated this \_\_\_ day of \_\_\_\_\_, 2023

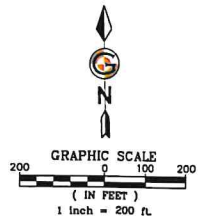
Melissa Franks  
County Treasurer, Broadwater County, Montana

**Certificate of Surveyor**

I, Thomas M Henesh, a Professional Land Surveyor, do hereby certify that I have performed the survey shown on the attached Certificate of Survey; that such survey was made on \_\_\_\_\_; that said survey is true and complete as shown and that the monuments found and set are of character and occupy the positions shown thereon.

Dated this \_\_\_ day of \_\_\_\_\_, 2023

Thomas M. Henesh LS# 10062  
Big Sky Landconsulting Inc.



**BIG SKY**  
LAND CONSULTING, INC.  
5530 Burnt Road, Belgrade, MT 406-581-2760

**GENESIS**  
ENGINEERING, INC  
The Beginning of a New Standard of Commitment

Engineering Consulting Design Planning  
204 N. 11th Ave.  
Bozeman, MT 59715  
Phone: (406) 581-3319  
cwsalia@g-e-l.net  
COPYRIGHT GENESIS ENGINEERING, INC. © 2023

DRAWN BY: DCD  
CHKD. BY: TMH  
APPR. BY: \_\_\_\_\_  
DATE: 7/7/23

THREE FORKS FAMILY TRANSFER MT  
SECTION 32, T3N, R1E, BROADWATER COUNTY  
CERTIFICATE OF SURVEY

PROJECT NUMBER 1259.001  
COS

DRAFT

**Certificate of Survey Exemption Affidavit  
Broadwater County**

**Gift or Sale to Immediate Family Member  
Section 76-3-207(1)(b), MCA.**

When a landowner requests to be exempt from the Subdivision and Platting Act, state law requires Broadwater County determine whether the request is an attempt by the property owner to evade subdivision regulation. Broadwater County will use the information provided by the applicant in this affidavit as well as other evidence when making its determination.

*Please complete both sides of this application. Every owner of the property (owners of record) must sign this affidavit. Use additional sheets of paper if necessary.*

**A. Name of Landowners:**

Mitch A. Thompson Phone: 406-539-4713

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

**B. Number of Parcels Proposed:** 1

**C. Size of Each Parcel Proposed:** 5 ACRES, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**D. Name and Relationship to Landowner of Family Member(s) Receiving Gift Parcel(s)**

Name ALEXA D. THOMPSON Relationship DAUGHTER

Age: 32 Current Mailing Address: ~~1903 GOLDEN WEST DR SW APT. T~~

166 Price Rd Three Forks, BEAUGRADA, MT, 59714

Name MT 59752 Relationship \_\_\_\_\_

Age: \_\_\_\_\_ Current Mailing Address: \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Age: \_\_\_\_\_ Current Mailing Address: \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Age: \_\_\_\_\_ Current Mailing Address: \_\_\_\_\_

A "member of the "immediate family" may include only the grantor's spouse, children by blood or adoption, and parents.



**E. History of the Parcel:**

1. To your knowledge, have any exemptions been used to divide this property after July 1, 1973, including exemptions for mortgage tracts, gift or sale to an immediate family member, boundary line relocation, occasional sale? *See Sections 76-3-201 and 76-3-207, MCA.*

       Yes      X   No    *If "yes", provide the chronological history of divisions and attach a copy of a Certificate of Survey or Deed evidencing the divisions:*

Date	Exemption	Tract Label	Tract Size	COS No. or Deed No.
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

2. To your knowledge, in regard to this property, did you or any previous owner ever attend a pre-application conference or submit for subdivision review of any part of this property, since July 1, 1973? Was any subdivision denied?

       Yes      X   No    *If YES, explain:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**F. Proposed Exemption Information**

To your knowledge:

1. Will each new parcel be used as a homesite for a family member?

  X   Yes           No    *If NO, explain:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Could the transfer be accomplished by a "relocation of common boundary lines"?

       Yes      X   No    *If YES, explain:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

? 3. Will the newly created parcels become one of three or more parcels created from the original parcel after July 1, 1973?

Yes     No    **If YES, explain:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Would the use of the family gift exemption violate any statute, case law, administrative rule, or Attorney General Opinion?

Yes     No    **If YES, explain:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Does the parcel to be transferred fit a pattern of land divisions and land transfers?

Yes     No    **If YES, explain:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Have any divisions of land ever been denied on this property?

Yes     No    **If YES, explain:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Is the parcel being transferred to a family member who is a minor?

Yes     No    **If YES, please provide a draft Trust document.**

8. Are you transferring a parcel to your spouse?

Yes     No    **If YES, explain:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Do you agree that you and/or your family member receiving this property will not sell any of the tracts created under the family transfer exemption for a period of two (2) years unless you or the recipient files for subdivision review?

Yes     No

If your life circumstances change per a birth, death, divorce, illness, etc. you may request an exemption to the two (2) year time period from the County Commissioners.

Under penalties of perjury, I (we) declare that I (we) have examined this affidavit and the accompanying sketch or draft Certificate of Survey of the proposed division of land, and to the best of my (our) knowledge and belief, they are true, correct, complete and are in compliance with all State laws and local regulations.

Date 6-29, 2023.

Signature of Each Applicant:

[Signature] \_\_\_\_\_  
\_\_\_\_\_

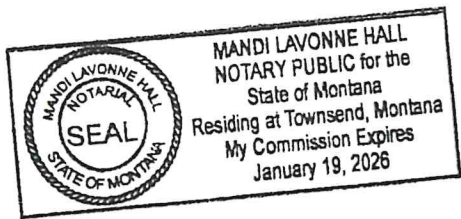
Signature of Each Recipient:

[Signature] \_\_\_\_\_  
\_\_\_\_\_

STATE OF MONTANA )  
County of Broadwater ) : ss.

On this 29 day of June, 2023  
Mitch Thompson, Alexa Thompson  
personally, appeared before me and having been duly sworn did herein execute the above instrument for the purposes stated.

Notary's Seal/Stamp



Mandi LaVonne Hall  
Notary Public for the State of Montana

Mandi LaVonne Hall  
Printed Name

Notary Public for the state of MT.

Residing at Townsend

My Commission expires: 1/19, 2026

\*\*\*\*If the Survey Review Committee grants concept or survey approval to a proposed exemption, that approval is valid only for ninety days, subject to any legislative changes.\*\*\*\*

# CITY-COUNTY AIRPORT LEASE AGREEMENT

This CITY-COUNTY AIRPORT LEASE AGREEMENT ("Lease") is effective \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), among the City-County Airport Board of Broadwater County, Montana ("Airport Board" or "Lessor"), and Seth Wolfgang Peter ("Lessee").

## BACKGROUND

Lessor operates the City-County Airport ("Airport") situated just outside the city of Townsend ("City"), county of Broadwater ("County"), Montana.

Lessee desires to engage in certain

commercial

non-commercial

aviation or aeronautical related activities and proposes to lease a parcel of land described herein.

Lessor desires to lease to Lessee said parcel according to the terms of this Lease.

Lessor and Lessee, intending to be legally bound, agree as follows:

## SPECIFIC TERMS

1. Background. The background stated above is true, correct, and to the extent necessary to effectuate or interpret this Lease, incorporated into this Lease.
2. Incorporation. The Rules and Regulations and Minimum Standards for the Airport, as they now exist or may be subsequently amended, are incorporated into this Lease.
3. Leased Premises Description. Lessor shall lease to Lessee, and Lessee lets from Lessor for Lessee's exclusive use, that certain parcel of real property specifically described as: Lot # 12 and/or Hangar # 12, hangar square footage totaling 40x60 = 2400 ft<sup>2</sup> at the Airport ("Premises"). (The lease rate is based on the footprint of the hangar.)
4. Term.
  - 4.1 Initial Term. Twenty (20) calendar years from the Effective Date.
  - 4.2 Renewal Terms. Lessee may renew this lease for up to four (4) additional five (5) year terms at the then current rental rates, conditioned upon Lessor's review and acceptance of Lessee's compliance with this Lease. Lessee shall provide written notice of renewal to Lessor no less than sixty (60) calendar days prior to the end of the initial term or any renewal thereof.
  - 4.2 Extension after Suspension. If this Lease is suspended pursuant to Section 12, the current term shall be extended by the same amount of time of suspension.

SW 7-17-23



5. Construction of Improvements.

5.1 General Requirements. Lessee may construct a hangar building on the Premises pursuant to plans approved by the Airport Board, County Commissioners, and City Council. Any such improvement shall comply with all applicable building codes, permits, and other city, county, or state requirements. The building must be set back at least thirty-nine and one-half feet (39½') feet from the center of the taxiway and the twenty-foot (20') set back area between the building, and the taxiway shall be paved with either concrete or asphalt paving materials by Lessee on all parcels situated at the Airport. Necessary ramps and parking areas as specified by the Airport Board will also be constructed by Lessee.

5.2 Deadlines. Within ninety (90) calendar days after the Effective Date, Lessee shall submit a written application for construction and all the supporting documents to the Airport Board. Within one hundred eighty (180) calendar days after the Airport Board, County Commissioners, and City Council approve the application, Lessee shall start construction. Within one hundred eighty (180) calendar days after Lessee starts construction, Lessee shall complete to the satisfaction of the Airport Board all construction, including, without limitation, all structures, paving, ramps, and parking areas. The terms for construction of improvements may be extended upon application to and approval by the Airport Board.

5.3 Return of Premises. If Lessee defaults on any deadline established pursuant to Section 5.2 and Lessor terminates this Lease pursuant to Section 13.2, Lessee shall return the Premises to their original condition, or a condition acceptable to the Airport Board, within ninety (90) calendar days of written notice. If, in the opinion of the Airport Board, Lessee fails to return the Premises to their original condition or a condition acceptable to the Airport Board, then ownership of any improvement made or constructed by Lessee shall revert to Lessor. All costs necessary to return the Premises to its original condition or a condition acceptable to the Airport Board shall be the sole and entire responsibility of Lessee.

6. Use of Airport. Lessee is granted the use of the Airport, for aviation or aeronautical related activities and purposes, in common with others similarly authorized, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at, or in connection with, the Airport from time to time, including, without limitation, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, sewage and water facilities, and all other conveniences for flying, landings and takeoffs. During the term of this Lease and any renewals, Lessee shall always have free and full right of ingress to and egress from the premises and facilities described herein for itself, its guests and other invitees subject to all applicable federal, state and local statutes, rules, regulations, ordinances, standards, policies and notices.



Starting @ 276  
0.115 x 40x60 =

7. Rental Agreement.

- 7.1 Rent. Lessee shall pay Lessor for the use of the Premises, facilities, rights, services, and privileges granted under this Lease an annual rental of \$ 0.115 per square foot per annum for all grounds included in this Lease. Each year, this amount shall be reviewed and adjusted as necessary by the Airport Board.
- 7.2 Terms. The rental year shall be from July 1 to June 30 annually. Lessor will invoice the rent payment for the following year on or before July 1 of each year and the full amount of the annual rent shall be paid by Lessee no later than July 31 of the year in which it is invoiced. The rent for any lease beginning after July 1 and ending before June 30 shall be prorated for the first and last years. The rent for the first year of any new lease shall be due upon execution of the Lease. Failure of Lessee to pay the annual rent within thirty (30) calendar days of its due date shall constitute a default.
- 7.3 Annual Review and Adjustment. In the first quarter of each calendar year, the Airport Board will research the prior year's CPI increase and calculate the new base rate to be used for all leases in the current calendar year using the following procedures. This base rate is the basis for the next year's cost adjustments.

The Airport Board will use the Consumer Price Index (CPI) (US Department of Labor, Bureau of Labor Statistics, West Region Urban Consumer Price Index, 12-month percent change not seasonally adjusted). For example:

Using the last year's (January 2021) price per square foot of \$0.11 and one-year percent change of the prior year (January 2021 to January 2022) of 7.7%, you would simply multiply the last years price \$0.11 by 1 + 0.077 to determine the CPI increase to the cost per square foot. [ $0.11 \times 1.077 = 0.11847$ ]. Then the upper limit of the current year's base rate would be \$0.11847. The Airport Board may consider the adjusted amount equal to, but not to exceed, the limit calculated with the CPI. This figure will then become the current year base rate when approved by the County Commissioners and the City Council and will be the lease rate for all renewals and leases in that current calendar year (CY).

The first full calendar month of the first lease year of this Lease is January 20\_\_.

8. Lessor Obligations.

- 8.1 Operation as Public Airport. During the term of this Lease, Lessor shall operate and maintain the Airport and its public facilities above as a public airport consistent with and pursuant to the sponsor's assurances given by Lessor to the United States Government under the Federal Airport Act.

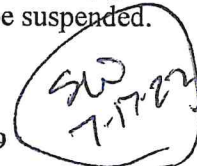
SD  
7-17-23



- 8.2 Condition and Maintenance of Common Facilities. Lessor has no responsibility for the condition of the Premises after delivery of Premises to Lessee under this Lease. Lessor shall maintain the common facilities including, without limitation, all roadways, runways, aprons, and taxiways and other such appurtenances and services as are now or hereafter connected with the operation of the Airport.
9. Lessee Obligations.
- 9.1 Condition and Maintenance of Premises. After Lessor delivers the Premises to Lessee, Lessee shall develop, construct, keep, maintain, and operate the entirety of the Premises and all improvements and facilities placed thereon at Lessee's sole cost and expense. Lessee accepts the Premises in its condition as of said delivery and will keep the Premises and any improvements constructed thereon in safe and presentable condition, free of refuse and debris, and consistent with good business practices as determined by the Airport Board.
- 9.2 Improvements and Use. Subject to the terms of Section 5 or other prior written approval of the Airport Board, Lessee may make improvements to the Premises including construction of buildings, hangar facilities, and other improvements on the Premises for the purpose of carrying out any of the activities set forth in this Lease. Lessee shall use any improvements constructed on the Premises for aeronautical purposes only. Lessee shall not use any buildings, hangars, or other improvements constructed upon Airport property for storage of predominately non-aviation related items without prior written approval from the Airport Board. Lessee shall not at any time use the Premises, or allow the Premises to be used, for either permanent or temporary residential purposes or as a hanger home. Upon termination or earlier cancellation of this Lease, Lessee shall return the Premises to Lessor pursuant to the same requirements set forth in Section 5.3.
- 9.3 Utilities. Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee regardless of provider during the Lease term, including the cost of connecting to the nearest point of access to available utilities.
- 9.4 Trash, Garbage, etc. Lessee shall arrange for adequate sanitary handling and disposal of all trash, garbage, sewage, and other refuse occurring as a result of Lessee's occupation of the Premises. Lessee shall provide and use Lessor approved receptacles for all garbage, trash and other refuse and shall place them on the premises in a location acceptable to the Department of Sanitation or other entity specified by the Airport Board for removal. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner as determined by the Airport Board or designee on or about the Premises is prohibited.
- 9.5 Signs. Lessee shall not maintain any billboards on the Premises. Signs advertising aviation related businesses situated on Airport premises may be installed upon application to and approval by the Airport Board.

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7-17-03

- 9.7 Federal, State and Local Regulations. Lessee shall use Airport facilities and the Premises subject to and in accordance with the laws of the United States, the State of Montana, the County, and the City, together with any rules, regulations, or ordinances of the Airport Board now in force or hereafter prescribed or promulgated by authority of law. In addition, Lessee shall not use the Airport facilities or the Premises in any way that is contrary to the policies or grant assurances of the Federal Aviation Administration.
- 9.8 Inspection. Lessee agrees to permit inspection of the Premises by the Airport Board or its designee at a mutually acceptable date and time, or in case of exigent circumstances upon immediate demand to determine compliance with or performance of any obligations, covenants, conditions or the like required under this Lease.
10. Indemnification and Insurance.
- 10.1 Indemnification. During the term of this Lease, Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that it is not the agent or representative of Lessor. In the use of the Airport, the erection or construction of any improvements thereon, and in the exercise or enjoyment of any privilege granted under this Lease, Lessee shall indemnify, defend, and hold harmless Lessor from any and all losses resulting from any act or omission of Lessee and shall indemnify and defend Lessor against any and all claims resulting from Lessee's occupation of the Premises including Lessor's costs and attorney fees incurred thereby.
- 10.2 Insurance. In addition to any insurance that Lessee shall maintain for damage to its own property, Lessee shall maintain comprehensive general liability insurance coverage of at least \$300,000 single limit per year. Lessor shall be named as an additional insured for liability arising out of activities performed by or on behalf of Lessee. Lessee shall furnish Lessor with a certificate from its insurance carrier showing that such insurance is in full force and effect annually. Lessee will ensure that the insurance company notifies Lessor in writing of cancellation of insurance coverage within 10 days of said cancellation.
11. Expiration. This lease shall expire at the end of the initial term, or any permitted renewals thereof, without any notice by either party. A holding-over by Lessee, its assigns, or any sublessees beyond the Lease expiration, without the prior written consent of Lessor and on such terms as Lessor may specify, is prohibited. Within ninety (90) calendar days after expiration of the Lease, Lessee, as its sole expense, shall remove from the Premises all of Lessee's personal property Lessee intends to keep, including anything installed to or on the Premises by Lessee.
12. Suspension. During any time of war or declared state or national emergency, Lessor shall have the right to lease the landing area, taxiway, apron or any other such area or part thereof to the United States Government for military use. If any such lease is executed, any provision of this Lease which is inconsistent with the provisions of such lease shall be suspended.

A handwritten signature, possibly "SW", and the date "7-17-23" are written in black ink within a hand-drawn circular scribble.



13. Termination Before Expiration of Lease Term. Either party may terminate this Lease before the expiration set forth in Section 11 by providing to the other party written notice of termination including the basis of termination as set forth in Sections 13.1 and 13.2, with such termination being subject to the additional provisions set forth in Section 13.3

- 13.1 Termination by Lessee. Lessee may terminate this Lease if any of the following events occur:
- 13.1.1 The permanent abandonment of the Airport as an air terminal.
  - 13.1.2 The lawful assumption of the United States Government or any other authorized agency thereof of the operation, control, or use of the Airport or any substantial part or parts thereof in such manner that substantially restricts Lessee's use or occupation of the Premises for a period of at least ninety (90) calendar days.
  - 13.1.3 Issuance of an injunction by any Court of competent jurisdiction which prevents or restrains the use of the Airport for a period of at least ninety (90) calendar days.
  - 13.1.4 A material breach or failure by Lessor in performance of its obligations under this Lease, if Lessee provides to Lessor written notice of the breach and demand to cure and Lessor fails to cure such breach within ninety (90) calendar days of Lessor's actual or constructive receipt of the notice.
- 13.2 By Lessor. Lessor may terminate this lease if any of the following events occur:
- 13.2.1 A material breach or failure by Lessee in performance of its obligations under this Lease, if Lessor provides to Lessee written notice of the breach and demand to cure and Lessee fails to cure such breach within thirty (30) calendar days of Lessee's actual or constructive receipt of the notice.
  - 13.2.2 Lessee's bankruptcy, the appointment of a receiver or a general assignment for the benefit of Lessee's creditors.
- 13.3 Additional Termination Provisions.
- 13.3.1 Possession and Personal Property. If Lessor terminates this Lease, Lessor may take immediate possession of the Premises and remove all of Lessee's personal property at Lessee's sole expense, forcibly if necessary.
  - 13.3.2 No Waiver. Lessor's failure to provide written notice pursuant to Section 13.2.1, to reenter or retake possession of the Premises pursuant to Section 13.3.1, or otherwise exercise Lessor's termination rights under this Lease shall not operate as a waiver by Lessor of any breach or default by Lessee.

14. Title to Improvements. Title to any improvements constructed by Lessee shall remain in Lessee's name until the expiration or earlier termination of this Lease. Subject to Lessor's consent required under Section 15, Lessee may sell or otherwise convey ownership of any building or other improvements to a third party prior to the expiration or earlier termination of this Lease. It shall be the responsibility of the owner of such building(s) or other improvements to maintain continuity of the Lease. Otherwise, after the expiration or earlier termination of this Lease, Lessee's return of the Premises to Lessor, including removal of such improvements and the reversion of ownership thereof, shall follow the same requirements set forth in Section 5.3.

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7-17-23

15. Sublease or Assignment. Lessee shall not sell, sublease, assign or transfer this Lease or any part of the Premises without the express, prior, written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may consider, without limitation, the conditions existing at the Airport at the time of the request for approval, and all applicable federal, state, and local statutes, rules, regulations, ordinances, standards, policies, and notices in effect at the time, as to whether to provide consent. Any such sub-lessee, assignee, or transferee shall be subject to the same conditions, obligations, and terms as set forth herein and Lessee shall not be relieved of its primary responsibility for compliance with and performance of obligations under this Lease.

16. Liens and Encumbrances. During the term of this Lease, Lessee shall not allow any lien or encumbrance to attach to any portion of the real estate which is the subject of this Lease and shall indemnify and hold Lessor harmless from any claim made by any third party on account of any debt incurred by Lessee in connection with the construction, maintenance, or alteration of any improvement thereon. Any entity holding a security interest in any improvement located upon the Premises shall have the right to cure any default on the part of Lessee in payment of rent hereunder and, in the event of default, to assume Lessee's position under this Lease. In no event shall Lessor, its agents, representatives, or successors in interest become liable for indebtedness secured by such lien nor for any expenses incurred in connection thereto. Any such lien or encumbrance shall expressly provide that the lien holder will seek no money judgement against Lessor and that the lien holder shall provide Lessor by certified mail a true copy of any notice of breach of covenant, default, or foreclosure.

17. Notice. Any notices required or allowed under this Lease shall be in writing and shall be given by the following methods of delivery: certified mail; email, or personal/hand delivery. Notice by certified mail and email shall be deemed effective if sent or provided to the respective addresses set forth below, or such other address as may be furnished in writing by one party to the other. Receipt of any notice given shall be deemed to be: the earlier of receipt or three days from the date of postmark, for certified mail; the date of email transmission, for emails; and the date of delivery, if delivered in person.

Lessor:  
City/County Airport Board  
515 Broadway St  
Townsend, Montana, 59644  
commissioners@co.broadwater.mt.us

Lessee:  
Sehn Wolfgang 7539 Aviation  
Peter Wolfgang - -  
Email: SehnWolfgang@gmail.com

In addition, a party giving notice shall also provide a written copy to the City and County at:

City:  
City of Townsend  
110 Broadway St  
Townsend, Montana, 59644

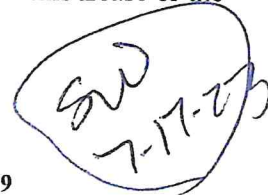
County:  
Broadwater County Board of  
Commissioners  
515 Broadway St  
Townsend, Montana, 59644

SW 1-17-13



### MISCELLANEOUS PROVISIONS

18. Attorney Fees. If either party to this Lease is required to retain the services of an attorney to enforce any of its provisions, each party shall be responsible for its own litigation costs, expenses, and attorney's fees, regardless of the outcome of the process or litigation.
19. Choice of Law & Venue. This Lease is governed by and shall be interpreted in accordance with the laws of the State of Montana. Any disputes arising under this Lease shall be resolved in the First Judicial District Court, Broadwater County, in the State of Montana.
20. Entire Agreement. This Lease contains all the terms, conditions, and representations upon which the parties have agreed to in connection with the sale and purchase of the Property and related matters. No prior, subsequent, or additional terms, conditions, or representations are to be considered as a part of the contract between the parties. This Lease may be modified only upon the written consent of all parties hereto. No oral modifications are authorized or valid.
21. Force Majeure. A party shall not be held responsible if the fulfillment of the party's obligations hereunder are delayed or prevented by revolutions, wars, acts of enemies, strikes, fires, floods, other natural disasters, acts of God, or without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent, whether of the class of causes enumerated above or not.
22. Joint and Several Obligations. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.
23. Legal Counsel. All parties have had the opportunity to consult with legal counsel.
24. Nondiscrimination. Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that no person, on the grounds of race, color, national origin, creed, sex, age or disability shall be excluded from participation, denied the benefits of, or otherwise be subjected to discrimination in the use of airport facilities, or the exercise of its rights and privileges under this Lease and that, in the construction, maintenance or alteration of any improvement on behalf of Lessee and the furnishing of services, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, national origin, creed, sex, age or disability. Lessee shall use the airport facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A; Office of Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil rights Act of 1964, and any such regulations or amendments adopted pursuant thereto.
25. Paragraph Headings. The paragraph headings contained herein are for convenience and reference only and shall not define or limit the scope of any provisions of this Lease or the particular paragraphs.

A handwritten signature, possibly "SW", and the date "7-17-23" are written in a circular scribble in the bottom right corner of the page.

26. Severability. The invalidity, in whole or in part, of any term of this Lease does not affect the validity of the remainder of the Lease. A court shall enforce all provisions of this Lease which are not invalid.

27. Subordination of Lease. This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States of America or the State of Montana relative to the administration, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds for the development of the Airport.

28. Taxes. Lessee is responsible for, and shall timely pay, all taxes and assessments lawfully levied against Lessee's property or improvements situated on or located upon the Premises.

**THE PARTIES EXECUTE THIS LEASE AS OF THE EFFECTIVE DATE.**

LESSOR:  
CITY-COUNTY AIRPORT BOARD OF  
BROADWATER COUNTY, MONTANA

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

Print: \_\_\_\_\_

Its: Chairman

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

Print: \_\_\_\_\_

Its: Member

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

Print: \_\_\_\_\_

Its: Member

COUNTY:  
BROADWATER COUNTY, MONTANA

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

Print: \_\_\_\_\_

Its: Commissioner

LESSEE:

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

Print: PETER WOLFGRAM

Its: SELF

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

Print: Seth Wolfgram

Its: Self

CITY:  
CITY OF TOWNSEND, MONTANA

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

Print: \_\_\_\_\_

Its: Mayor



## CITY-COUNTY AIRPORT LEASE AGREEMENT

This CITY-COUNTY AIRPORT LEASE AGREEMENT ("Lease") is effective \_\_\_\_\_, 2023 ("Effective Date"), among the City-County Airport Board of Broadwater County, Montana ("Airport Board" or "Lessor"), and Daniel Eeneey & Sharon O'Leary ("Lessee").

### BACKGROUND

Lessor operates the City-County Airport ("Airport") situated just outside the city of Townsend ("City"), county of Broadwater ("County"), Montana.

Lessee desires to engage in certain

- commercial  
 non-commercial

aviation or aeronautical related activities and proposes to lease a parcel of land described herein.

Lessor desires to lease to Lessee said parcel according to the terms of this Lease.

Lessor and Lessee, intending to be legally bound, agree as follows:

### SPECIFIC TERMS

1. Background. The background stated above is true, correct, and to the extent necessary to effectuate or interpret this Lease, incorporated into this Lease.
2. Incorporation. The Rules and Regulations and Minimum Standards for the Airport, as they now exist or may be subsequently amended, are incorporated into this Lease.
3. Leased Premises Description. Lessor shall lease to Lessee, and Lessee lets from Lessor for Lessee's exclusive use, that certain parcel of real property specifically described as: Lot # 3 and/or Hangar # 3, hangar square footage totaling 2552 ft<sup>2</sup> at the Airport ("Premises"). (The lease rate is based on the footprint of the hangar.)
4. Term.
  - 4.1 Initial Term. Twenty (20) calendar years from the Effective Date.
  - 4.2 Renewal Terms. Lessee may renew this lease for up to four (4) additional five (5) year terms at the then current rental rates, conditioned upon Lessor's review and acceptance of Lessee's compliance with this Lease. Lessee shall provide written notice of renewal to Lessor no less than sixty (60) calendar days prior to the end of the initial term or any renewal thereof.
  - 4.2 Extension after Suspension. If this Lease is suspended pursuant to Section 12, the current term shall be extended by the same amount of time of suspension.

5. Construction of Improvements.

- 5.1 General Requirements. Lessee may construct a hangar building on the Premises pursuant to plans approved by the Airport Board, County Commissioners, and City Council. Any such improvement shall comply with all applicable building codes, permits, and other city, county, or state requirements. The building must be set back at least thirty-nine and one-half feet (39½') feet from the center of the taxiway and the twenty-foot (20') set back area between the building, and the taxiway shall be paved with either concrete or asphalt paving materials by Lessee on all parcels situated at the Airport. Necessary ramps and parking areas as specified by the Airport Board will also be constructed by Lessee.
- 5.2 Deadlines. Within ninety (90) calendar days after the Effective Date, Lessee shall submit a written application for construction and all the supporting documents to the Airport Board. Within one hundred eighty (180) calendar days after the Airport Board, County Commissioners, and City Council approve the application, Lessee shall start construction. Within one hundred eighty (180) calendar days after Lessee starts construction, Lessee shall complete to the satisfaction of the Airport Board all construction, including, without limitation, all structures, paving, ramps, and parking areas. The terms for construction of improvements may be extended upon application to and approval by the Airport Board.
- 5.3 Return of Premises. If Lessee defaults on any deadline established pursuant to Section 5.2 and Lessor terminates this Lease pursuant to Section 13.2, Lessee shall return the Premises to their original condition, or a condition acceptable to the Airport Board, within ninety (90) calendar days of written notice. If, in the opinion of the Airport Board, Lessee fails to return the Premises to their original condition or a condition acceptable to the Airport Board, then ownership of any improvement made or constructed by Lessee shall revert to Lessor. All costs necessary to return the Premises to its original condition or a condition acceptable to the Airport Board shall be the sole and entire responsibility of Lessee.

6. Use of Airport. Lessee is granted the use of the Airport, for aviation or aeronautical related activities and purposes, in common with others similarly authorized, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at, or in connection with, the Airport from time to time, including, without limitation, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, sewage and water facilities, and all other conveniences for flying, landings and takeoffs. During the term of this Lease and any renewals, Lessee shall always have free and full right of ingress to and egress from the premises and facilities described herein for itself, its guests and other invitees subject to all applicable federal, state and local statutes, rules, regulations, ordinances, standards, policies and notices.



7. Rental Agreement.

- 7.1 Rent. Lessee shall pay Lessor for the use of the Premises, facilities, rights, services, and privileges granted under this Lease an annual rental of \$ 0.115 per square foot per annum for all grounds included in this Lease. Each year, this amount shall be reviewed and adjusted as necessary by the Airport Board.
- 7.2 Terms. The rental year shall be from July 1 to June 30 annually. Lessor will invoice the rent payment for the following year on or before July 1 of each year and the full amount of the annual rent shall be paid by Lessee no later than July 31 of the year in which it is invoiced. The rent for any lease beginning after July 1 and ending before June 30 shall be prorated for the first and last years. The rent for the first year of any new lease shall be due upon execution of the Lease. Failure of Lessee to pay the annual rent within thirty (30) calendar days of its due date shall constitute a default.
- 7.3 Annual Review and Adjustment. In the first quarter of each calendar year, the Airport Board will research the prior year's CPI increase and calculate the new base rate to be used for all leases in the current calendar year using the following procedures. This base rate is the basis for the next year's cost adjustments.

The Airport Board will use the Consumer Price Index (CPI) (US Department of Labor, Bureau of Labor Statistics, West Region Urban Consumer Price Index, 12-month percent change not seasonally adjusted). For example:

Using the last year's (January 2021) price per square foot of \$0.11 and one-year percent change of the prior year (January 2021 to January 2022) of 7.7%, you would simply multiply the last years price \$0.11 by  $1 + 0.077$  to determine the CPI increase to the cost per square foot. [ $\$0.11 \times 1.077 = \$0.11847$ ]. Then the upper limit of the current year's base rate would be \$0.11847. The Airport Board may consider the adjusted amount equal to, but not to exceed, the limit calculated with the CPI. This figure will then become the current year base rate when approved by the County Commissioners and the City Council and will be the lease rate for all renewals and leases in that current calendar year (CY).

The first full calendar month of the first lease year of this Lease is January 2023.

8. Lessor Obligations.

- 8.1 Operation as Public Airport. During the term of this Lease, Lessor shall operate and maintain the Airport and its public facilities above as a public airport consistent with and pursuant to the sponsor's assurances given by Lessor to the United States Government under the Federal Airport Act.

- 8.2 Condition and Maintenance of Common Facilities. Lessor has no responsibility for the condition of the Premises after delivery of Premises to Lessee under this Lease. Lessor shall maintain the common facilities including, without limitation, all roadways, runways, aprons, and taxiways and other such appurtenances and services as are now or hereafter connected with the operation of the Airport.
9. Lessee Obligations.
- 9.1 Condition and Maintenance of Premises. After Lessor delivers the Premises to Lessee, Lessee shall develop, construct, keep, maintain, and operate the entirety of the Premises and all improvements and facilities placed thereon at Lessee's sole cost and expense. Lessee accepts the Premises in its condition as of said delivery and will keep the Premises and any improvements constructed thereon in safe and presentable condition, free of refuse and debris, and consistent with good business practices as determined by the Airport Board.
- 9.2 Improvements and Use. Subject to the terms of Section 5 or other prior written approval of the Airport Board, Lessee may make improvements to the Premises including construction of buildings, hangar facilities, and other improvements on the Premises for the purpose of carrying out any of the activities set forth in this Lease. Lessee shall use any improvements constructed on the Premises for aeronautical purposes only. Lessee shall not use any buildings, hangars, or other improvements constructed upon Airport property for storage of predominately non-aviation related items without prior written approval from the Airport Board. Lessee shall not at any time use the Premises, or allow the Premises to be used, for either permanent or temporary residential purposes or as a hanger home. Upon termination or earlier cancellation of this Lease, Lessee shall return the Premises to Lessor pursuant to the same requirements set forth in Section 5.3.
- 9.3 Utilities. Lessee shall assume and pay for all costs or charges for utility services furnished to Lessee regardless of provider during the Lease term, including the cost of connecting to the nearest point of access to available utilities.
- 9.4 Trash, Garbage, etc. Lessee shall arrange for adequate sanitary handling and disposal of all trash, garbage, sewage, and other refuse occurring as a result of Lessee's occupation of the Premises. Lessee shall provide and use Lessor approved receptacles for all garbage, trash and other refuse and shall place them on the premises in a location acceptable to the Department of Sanitation or other entity specified by the Airport Board for removal. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner as determined by the Airport Board or designee on or about the Premises is prohibited.
- 9.5 Signs. Lessee shall not maintain any billboards on the Premises. Signs advertising aviation related businesses situated on Airport premises may be installed upon application to and approval by the Airport Board.



- 9.7 Federal, State and Local Regulations. Lessee shall use Airport facilities and the Premises subject to and in accordance with the laws of the United States, the State of Montana, the County, and the City, together with any rules, regulations, or ordinances of the Airport Board now in force or hereafter prescribed or promulgated by authority of law. In addition, Lessee shall not use the Airport facilities or the Premises in any way that is contrary to the policies or grant assurances of the Federal Aviation Administration.
- 9.8 Inspection. Lessee agrees to permit inspection of the Premises by the Airport Board or its designee at a mutually acceptable date and time, or in case of exigent circumstances upon immediate demand to determine compliance with or performance of any obligations, covenants, conditions or the like required under this Lease.
10. Indemnification and Insurance.
- 10.1 Indemnification. During the term of this Lease, Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that it is not the agent or representative of Lessor. In the use of the Airport, the erection or construction of any improvements thereon, and in the exercise or enjoyment of any privilege granted under this Lease, Lessee shall indemnify, defend, and hold harmless Lessor from any and all losses resulting from any act or omission of Lessee and shall indemnify and defend Lessor against any and all claims resulting from Lessee's occupation of the Premises including Lessor's costs and attorney fees incurred thereby.
- 10.2 Insurance. In addition to any insurance that Lessee shall maintain for damage to its own property, Lessee shall maintain comprehensive general liability insurance coverage of at least \$300,000 single limit per year. Lessor shall be named as an additional insured for liability arising out of activities performed by or on behalf of Lessee. Lessee shall furnish Lessor with a certificate from its insurance carrier showing that such insurance is in full force and effect annually. Lessee will ensure that the insurance company notifies Lessor in writing of cancellation of insurance coverage within 10 days of said cancellation.
11. Expiration. This lease shall expire at the end of the initial term, or any permitted renewals thereof, without any notice by either party. A holding-over by Lessee, its assigns, or any sublessees beyond the Lease expiration, without the prior written consent of Lessor and on such terms as Lessor may specify, is prohibited. Within ninety (90) calendar days after expiration of the Lease, Lessee, as its sole expense, shall remove from the Premises all of Lessee's personal property Lessee intends to keep, including anything installed to or on the Premises by Lessee.
12. Suspension. During any time of war or declared state or national emergency, Lessor shall have the right to lease the landing area, taxiway, apron or any other such area or part thereof to the United States Government for military use. If any such lease is executed, any provision of this Lease which is inconsistent with the provisions of such lease shall be suspended.

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13.1 Termination by Lessee. Lessee may terminate this Lease if any of the following events occur:

13.1.1 The permanent abandonment of the Airport as an air terminal.

13.1.2 The lawful assumption of the United States Government or any other authorized agency thereof of the operation, control, or use of the Airport or any substantial part or parts thereof in such manner that substantially restricts Lessee's use or occupation of the Premises for a period of at least ninety (90) calendar days.

13.1.3 Issuance of an injunction by any Court of competent jurisdiction which prevents or restrains the use of the Airport for a period of at least ninety (90) calendar days.

13.1.4 A material breach or failure by Lessor in performance of its obligations under this Lease, if Lessee provides to Lessor written notice of the breach and demand to cure and Lessor fails to cure such breach within ninety (90) calendar days of Lessor's actual or constructive receipt of the notice.

13.2 By Lessor. Lessor may terminate this lease if any of the following events occur:

13.2.1 A material breach or failure by Lessee in performance of its obligations under this Lease, if Lessor provides to Lessee written notice of the breach and demand to cure and Lessee fails to cure such breach within thirty (30) calendar days of Lessee's actual or constructive receipt of the notice.

13.2.2 Lessee's bankruptcy, the appointment of a receiver or a general assignment for the benefit of Lessee's creditors.

13.3 Additional Termination Provisions.

13.3.1 Possession and Personal Property. If Lessor terminates this Lease, Lessor may take immediate possession of the Premises and remove all of Lessee's personal property at Lessee's sole expense, forcibly if necessary.

13.3.2 No Waiver. Lessor's failure to provide written notice pursuant to Section 13.2.1, to reenter or retake possession of the Premises pursuant to Section 13.3.1, or otherwise exercise Lessor's termination rights under this Lease shall not operate as a waiver by Lessor of any breach or default by Lessee.

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15. Sublease or Assignment. Lessee shall not sell, sublease, assign or transfer this Lease or any part of the Premises without the express, prior, written consent of Lessor, which consent shall not be unreasonably withheld. Lessor may consider, without limitation, the conditions existing at the Airport at the time of the request for approval, and all applicable federal, state, and local statutes, rules, regulations, ordinances, standards, policies, and notices in effect at the time, as to whether to provide consent. Any such sub-lessee, assignee, or transferee shall be subject to the same conditions, obligations, and terms as set forth herein and Lessee shall not be relieved of its primary responsibility for compliance with and performance of obligations under this Lease.

16. Liens and Encumbrances. During the term of this Lease, Lessee shall not allow any lien or encumbrance to attach to any portion of the real estate which is the subject of this Lease and shall indemnify and hold Lessor harmless from any claim made by any third party on account of any debt incurred by Lessee in connection with the construction, maintenance, or alteration of any improvement thereon. Any entity holding a security interest in any improvement located upon the Premises shall have the right to cure any default on the part of Lessee in payment of rent hereunder and, in the event of default, to assume Lessee's position under this Lease. In no event shall Lessor, its agents, representatives, or successors in interest become liable for indebtedness secured by such lien nor for any expenses incurred in connection thereto. Any such lien or encumbrance shall expressly provide that the lien holder will seek no money judgement against Lessor and that the lien holder shall provide Lessor by certified mail a true copy of any notice of breach of covenant, default, or foreclosure.

17. Notice. Any notices required or allowed under this Lease shall be in writing and shall be given by the following methods of delivery: certified mail; email, or personal/hand delivery. Notice by certified mail and email shall be deemed effective if sent or provided to the respective addresses set forth below, or such other address as may be furnished in writing by one party to the other. Receipt of any notice given shall be deemed to be: the earlier of receipt or three days from the date of postmark, for certified mail; the date of email transmission, for emails; and the date of delivery, if delivered in person.

Lessor:  
City/County Airport Board  
515 Broadway St  
Townsend, Montana, 59644  
commissioners@co.broadwater.mt.us

Lessee:  
Daniel Feeney & Sharon O'Leary  
395 River Road  
Townsend, MT 59644  
Email: jack42758@icloud.com

In addition, a party giving notice shall also provide a written copy to the City and County at:

City:  
City of Townsend  
110 Broadway St  
Townsend, Montana, 59644

County:  
Broadwater County Board of  
Commissioners  
515 Broadway St  
Townsend, Montana, 59644

## MISCELLANEOUS PROVISIONS

18. Attorney Fees. If either party to this Lease is required to retain the services of an attorney to enforce any of its provisions, each party shall be responsible for its own litigation costs, expenses, and attorney's fees, regardless of the outcome of the process or litigation.
19. Choice of Law & Venue. This Lease is governed by and shall be interpreted in accordance with the laws of the State of Montana. Any disputes arising under this Lease shall be resolved in the First Judicial District Court, Broadwater County, in the State of Montana.
20. Entire Agreement. This Lease contains all the terms, conditions, and representations upon which the parties have agreed to in connection with the sale and purchase of the Property and related matters. No prior, subsequent, or additional terms, conditions, or representations are to be considered as a part of the contract between the parties. This Lease may be modified only upon the written consent of all parties hereto. No oral modifications are authorized or valid.
21. Force Majeure. A party shall not be held responsible if the fulfillment of the party's obligations hereunder are delayed or prevented by revolutions, wars, acts of enemies, strikes, fires, floods, other natural disasters, acts of God, or without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent, whether of the class of causes enumerated above or not.
22. Joint and Several Obligations. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.
23. Legal Counsel. All parties have had the opportunity to consult with legal counsel.
24. Nondiscrimination. Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that no person, on the grounds of race, color, national origin, creed, sex, age or disability shall be excluded from participation, denied the benefits of, or otherwise be subjected to discrimination in the use of airport facilities, or the exercise of its rights and privileges under this Lease and that, in the construction, maintenance or alteration of any improvement on behalf of Lessee and the furnishing of services, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, national origin, creed, sex, age or disability. Lessee shall use the airport facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A.; Office of Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil rights Act of 1964, and any such regulations or amendments adopted pursuant thereto.
25. Paragraph Headings. The paragraph headings contained herein are for convenience and reference only and shall not define or limit the scope of any provisions of this Lease or the particular paragraphs.




26. Severability. The invalidity, in whole or in part, of any term of this Lease does not affect the validity of the remainder of the Lease. A court shall enforce all provisions of this Lease which are not invalid.


27. Subordination of Lease. This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States of America or the State of Montana relative to the administration, operation, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds for the development of the Airport.


28. Taxes. Lessee is responsible for, and shall timely pay, all taxes and assessments lawfully levied against Lessee's property or improvements situated on or located upon the Premises.

**THE PARTIES EXECUTE THIS LEASE AS OF THE EFFECTIVE DATE.**

LESSOR:  
CITY-COUNTY AIRPORT BOARD OF  
BROADWATER COUNTY, MONTANA

By:   
Print: Adam MacDonald  
Its: Chairman


By:   
Print: Robert F. Bargatze  
Its: Member

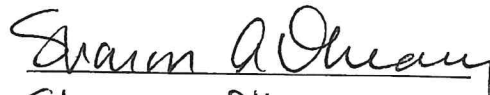
By:   
Print: Seth Wolfgram  
Its: Member

COUNTY:  
BROADWATER COUNTY, MONTANA

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: Commissioner

LESSEE:  
Daniel Feeney & Sharon O'Leary

By:   
Print: Daniel Feeney  
Its: \_\_\_\_\_

By:   
Print: Sharon O'Leary  
Its: \_\_\_\_\_

CITY:  
CITY OF TOWNSEND, MONTANA

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: Mayor