

**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).**

**Wednesday, July 19, 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, Standard Lease Agreement between Montana Department of Revenue and Broadwater County; \$3,000  |
| 10:05AM  | Discussion/Decision, Angie Paulsen County Surveyor, Petition to Abandon Streets, Alleys and Un-owned Area Townsite of Springville, Appointment of Commissioner and Surveyor |
| 10:10 AM | Discussion/Decision, Approval for Trust Board funds transfer from the First Premier Account to County Account of \$100,000  |
| 10:15 AM | Discussion/Decision, Broadwater County Old Town West Bridge Replacement MCEP Grant Management Plan  |
| 10:20 AM | Discussion/Decision, Land Acquisition; Certificate of Title submitted to FAA; ALTA Commitment for Title Insurance issued by First American Title Insurance Company          |

**Thursday, July 20, 2023**

- |          |   |
|----------|---|
| 10:00 AM | Weekly Working Meeting with Jania Hatfield, Deputy County Attorney, in the Commission Office regarding projects and deadlines |
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**FUTURE PUBLIC HEARINGS/MEETING**

**Public Meeting Notice:** The Department of Revenue Will Be in The Flynn Building On July 19, 2023 From 12PM-3PM and 430 PM-7PM.

**Public Meeting Notice:** Broadwater County Public Works Will Be in The Flynn Building August 7<sup>th</sup> from 6PM-8PM for Public Comment on Proposed Solid Waste Changes.

**Public Hearing Notice:** Rolling Glen Ranch PUD as it relates to the proposed Rolling Glen Ranch Estates Minor Subdivision on August 1<sup>st</sup> at 6PM-8PM in the Flynn Building

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)***

- *BC Airport Board on July 26<sup>th</sup> at 6pm*
- *Broadband Advisory on July 27<sup>th</sup> at 4pm*
- *Trust Board on August 8<sup>th</sup> at 11:30am*
- *Planning Board on August 8<sup>th</sup> at 1pm*
- *Local Advisory Committee on August 9<sup>th</sup> at 2 pm*
- *Fair Board on August 10<sup>th</sup> at 7pm*

**STATE OF MONTANA STANDARD LEASE CONTRACT -- COUNTIES --**  
(County lease template last revised June 4, 2021)

This lease #5935 is made by and between the Montana Department of Revenue, 125 North Roberts, Helena, Montana, 59601, "Lessee" and Broadwater County, a political subdivision of the State of Montana, 515 Broadway Street, Townsend, Montana, 59644, "Lessor."

**1. PURPOSE OF LEASE**

The Lessee has a need to lease space in Townsend, Montana to conduct its business, and the Lessor has space available for this purpose.

**2. PREMISES DESCRIPTION**

The leased space (Premises) is 754 gross square feet and includes the right to use the common areas (such as stairs, elevators, hallways, and available storage) within the building in which the Premises is located. The physical address is 515 Broadway Street, Townsend, Montana. Lessor shall have access to the storage area during normal business hours (Monday-Friday from 8 am to 5 pm excluding State holidays).

**3. TERM OF LEASE/CONDITION OF PREMISES AT END OF TERM**

A. The lease term is September 1, 2021, through June 30, 2023, unless earlier terminated as provided in sections 12, 13, 17, 18, 20 and 21 or renewed as provided in Section 5.

B. Upon termination of this lease or any extension of it, the Lessee shall vacate and surrender the Premises to the Lessor in as good condition and repair as when it took possession, reasonable wear and tear and Lessor-authorized alterations and improvements excepted. Lessee shall remove all personal property that it placed within the Premises within 30 days of termination.

C. Lessee at its expense shall provide its office furniture and supplies.

If the Lessee does not remove its personal property within the 30 days, then Lessee shall pay Lessor a full month's rent even if the Lessee's personal property is removed before the month has expired.

**4. CONSIDERATION**

A. The annual amount of rent the Lessee shall pay to the Lessor is \$3,000.00, payable in equal monthly installments of \$250.00. This reflects a rate of approximately \$3.98 per gross square foot per year. It is noted that this payment is to cover utilities and janitorial costs.

B. The Lessee shall pay the Lessor rent due by the 10th of the month.

**5. RENEWAL OPTION**

All lease renewals are subject to prior approval by the Department of Administration (under Section 23), the Lessor, and the Lessee.



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(County lease template last revised June 4, 2021)

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**2. PREMISES DESCRIPTION**

The leased space (Premises) is 754 gross square feet and includes the right to use the common areas (such as stairs, elevators, hallways, and available storage) within the building in which the Premises is located. The physical address is 515 Broadway Street, Townsend, Montana. Lessor shall have access to the storage area during normal business hours (Monday-Friday from 8 am to 5 pm excluding State holidays).

**3. TERM OF LEASE/CONDITION OF PREMISES AT END OF TERM**

A. The lease term is two years, effective July 1, 2021, through June 30, 2023, unless earlier terminated as provided in sections 12, 13, 17, 18, 20 and 21 or renewed as provided in Section 5.

B. Upon termination of this lease or any extension of it, the Lessee shall vacate and surrender the Premises to the Lessor in as good condition and repair as when it took possession, reasonable wear and tear and Lessor-authorized alterations and improvements excepted. Lessee shall remove all personal property that it placed within the Premises within 30 days of termination.

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B. The Lessee shall pay the Lessor rent due by the 10th of the month.



## 5. RENEWAL OPTION

All lease renewals are subject to prior approval by the Department of Administration (under Section 23), the Lessor, and the Lessee.

## 6. UTILITIES AND JANITORIAL SERVICES

A. The Lessor shall furnish and pay for all utilities including interior and landscape and irrigation water (hot and cold for the interior), gas, electricity, air conditioning (if available), garbage removal, pest control (if necessary), and sewer. The Lessor at its expense shall promptly replace all light bulbs, fluorescent tubes, and other lighting elements, but in any event within five working days after notification of needed replacement.

B. Lessee at its expense and with Lessor's approval may install additional telephone, electrical, or computer network lines or change the location of such existing facilities.

C. At its expense, Lessor shall provide janitorial services and all janitorial supplies for the Premises. The Lessor shall perform the janitorial work safely, including notifying occupants of any dangerous conditions like slippery or wet floors, or unstable walking areas. The services must include at a minimum:

### Daily (Monday through Friday, excluding holidays)

Cleaning all bathrooms, including toilet and lavatory bowls  
Refilling paper towel and toilet tissue dispensers  
Emptying all trash containers

### Weekly

Disposing of materials specified by the Lessee

### Bi-Weekly

Vacuuuming carpets  
Dusting furniture  
Mopping floors

### As needed, but not less than semi-annually

Waxing floors  
Shampooing carpets  
Washing interior windows  
Cleaning light fixtures and window blinds (if the blinds are provided and owned by the Lessor)

## 7. PARKING SPACE

At no additional charge or cost to the Lessee, Lessor shall provide adequate parking spaces for the Lessee's employees, including the requisite number of handicapped parking spaces required by the Americans with Disabilities Act.

**8. PARKING AREA AND SIDEWALK MAINTENANCE**

The Lessor shall keep the parking area and sidewalks safe and in good repair and shall timely remove debris, snow and ice from the parking area and sidewalk.

**9. NOTICE**

For a notice under this lease to be valid, it must be in writing and must be personally delivered or sent by email, fax, or first-class mail. Notice personally delivered or sent via email or fax is effective on receipt. If email is used and the sender receives a machine-generated notice that delivery has failed, then the sender must provide notice by another means allowed by this section. Notice sent by first class mail is effective within three days of mailing.

The Lessor's address for purposes of receiving notice or demand is Broadwater County 515 Broadway Street, Townsend, Montana, 59644

The Lessor's representative is Darrel Folkvord, e-mail: [dfolkvord@co.broadwater.mt.us](mailto:dfolkvord@co.broadwater.mt.us).

The Lessee's address for the purpose of receiving notice or demand is Montana Department of Revenue, Helena, Montana 59604.

The Lessee's representative for purposes under this lease is Brett Boutin, Contract Manager, telephone (406) 444-4073, E-mail [BrettBoutin@mt.gov](mailto:BrettBoutin@mt.gov).

If either party changes its address or contact person, it shall promptly notify the other party in writing at the address provided in this section.

**10. QUIET ENJOYMENT**

Without interference from Lessor or third parties, the Lessee has the right to peaceful and quiet possession and use of (i) the Premises and common areas and (ii) the rights and interests appurtenant to the Premises and common areas.

**11. ACCESS FOR MAINTENANCE/INSPECTION**

A. Upon 24-hours' prior notice to the Lessee, the Lessor or its agent(s) may enter the Premises at reasonable times to maintain, repair, or inspect the Premises.

B. If an emergency arises, Lessor may enter the Premises without prior notice to the Lessee. Lessor has 24-hour access to the Premises to perform janitorial services under section 6 above.

**12. MAINTENANCE/REPAIR OF PREMISES**

A. At its cost and expense, Lessor shall maintain and repair in a good, safe, and usable condition the Premises and the interior of the building in which the Premises is located—including related mechanical, electrical, plumbing, sanitary, heating, ventilation, and air conditioning systems and elevator (if any).

B. At its cost and expense, Lessor shall maintain and repair in a good, safe, and usable condition the exterior of the building and the Premises, including the roof, foundation, walls, doors, fixtures, outdoor lighting, lawns and other landscaping, drainage, and related sidewalks, stairways, and parking areas.

C. If there is an interruption in essential services to the Premises (such as heating, ventilation plumbing, lighting, or electrical services) or Lessor fails to maintain or repair the Premises in a good, safe, and usable condition for five consecutive days, Lessee must receive an abatement of rent for this period. If such interruption continues beyond this five-day period, Lessee may terminate this lease without penalty, and Lessor shall refund Lessee for the unearned rent paid. Lessee may also pursue any remedies available to it under this lease or Montana law.

### **13. FIRE OR OTHER CASUALTY DAMAGE**

A. If the Premises or any part of it becomes so damaged by fire, earthquake, other casualty, or structural defects that it cannot be used for Lessee's business purposes, then Lessee may without penalty terminate this lease by giving Lessor five days' notice. Lessor shall refund Lessee any unearned rent paid if Lessee so terminates.

B. If such damage does not render the Premises unusable for Lessee's purposes, Lessor shall promptly repair such damage at Lessor's cost. In this case, Lessee's rental payment must be reduced by the same ratio as the net square feet the Lessee is precluded from occupying bears to the total net square feet in the Premises.

"Net square feet" means actual inside dimensions and does not include public corridors, stairwells, elevators, and restrooms. If the Lessor does not complete the repairs within 30 days following the initial damage, Lessee may without penalty immediately terminate this lease.

C. Lessor shall continue to insure the Premises until the Lessee's personal property is removed from the Premises.

### **14. ALTERATIONS TO PREMISES**

The Lessee may not make permanent improvements or alterations to the Premise without the Lessor's prior written consent. Permanent improvements or alterations will remain the Lessor's property upon lease termination unless Lessor allows Lessee to remove the alterations or improvements. Lessee's personal property including but not limited to cubicles remains the Lessee's property and may be removed upon lease termination.

### **15. SIGNS**

If Lessor allows signage and the Lessee wishes to advertise its location in the building where the Premises is located, Lessee shall pay the Lessor for installation of a suitable sign on the exterior of the Premises at a location mutually agreeable to the Lessor and Lessee.



**16. INSURANCE SPECIFICATIONS**

A. Lessor Property. Lessor has property insurance as provided by the MACo Property & Casualty Trust (MACo PCT), which is a property and liability self-insured risk sharing pool. Such insurance provides coverage for among other things:

(i) Loss or damage by fire and such other risks (not including earthquake damage) in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis.

(ii) Loss or damage from leakage or sprinkler systems now or hereafter installed in the Premises.

(iii) Loss or damage by explosion of steam boilers, pressure vessels, and oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or buildings within which the Premises is located.

B. Lessor Liability. The Lessor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$750,000 per claim and \$1,500,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Lessor and its officers, employees, or agents in accordance with § 2-9-108, MCA.

C. Lessee Insurance. Lessee shall maintain insurance covering its property and shall be self-insured for personal injury and property damage as required by law.

**17. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

A. The Lessor and Lessee shall comply with all applicable federal, state, and local laws (which includes rules and regulations) and ordinances.

B. Following § 49-3-207, MCA, and Executive Order No. 04-2016, Lessor agrees:

(i) the hiring of persons, if any, to perform this lease will be made on the basis of merit and qualifications, and

(ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this lease.

C. The Lessor shall provide an additional alternative accessible site, other than the Premises, for use by the Lessee if it is necessary to provide services, benefits, or communication to individuals with a disability. If an alternative ADA site is not available or economically feasible for the Lessor to provide within thirty (30) days of a written request thereof by the Lessee, the Lessee may without a penalty terminate the lease with a thirty (30) day written notice.

D. Lessor shall locate, install, test, and maintain fire extinguishers as required by Montana law.

E. The Lessor shall provide the Department of Administration, the Montana Legislative Auditor, or their authorized agents reasonable access to any records relating to this lease to determine if the parties have complied with the lease terms and condition. § 18-1-118, MCA. It shall retain these records for eight years following termination of this lease or the time established by the Lessor's record retention schedule, whichever is longer.

#### **18. ENVIRONMENTAL HAZARDS**

A. The Lessor represents that, to the best of its knowledge, any use, storage, treatment or transportation of hazardous substances that has occurred within, under or from the Premises before the lease date has complied with all applicable federal, state and local laws, regulations, and ordinances.

B. The Lessor represents that, to the best of its knowledge, (i) no release, discharge, or disposal of hazardous substances has occurred within or under the Premises and (ii) that the Premises is free of hazardous substances as of the starting lease date.

C. If either party to this lease discovers that a release, discharge, or disposal of hazardous substances has occurred within or under the Premises or that the Premises is not free from hazardous substances, the party shall immediately notify the other party.

D. If the Lessee determines at any time that the Premises poses an environmental hazard to its employees, the Lessee may without incurring a penalty or liability immediately terminate the lease with notice to the Lessor.

E. "Hazardous substances" means those substances designated by the United States Environmental Protection Agency as hazardous or those substances defined as hazardous by federal, state, or local laws (which includes rules and regulations) and, ordinances.

#### **19. HOLDOVER TENANCY**

A. Absent a written agreement stating otherwise, if the Lessee holds the Premises beyond the lease term the lease will be deemed a month-to-month tenancy subject to all terms and conditions of this lease.

B. Either party may terminate the holdover tenancy, without incurring a penalty, by providing the other party thirty (30) day written notice of termination before the beginning of the final month.

#### **20. TERMINATION FOR LACK OF FUNDING**

A. The Lessor understands that the Lessee, as a state agency, is dependent upon state and/or federal appropriations for its funding. If state or federal government funds are not



appropriated or otherwise made available to support continued performance of this lease in subsequent fiscal periods, the Lessee must by law terminate this lease. § 2-17-101(6), MCA. The Lessee shall provide Lessor the date Lessee's termination will take effect.

B. The Lessee is responsible only for the rental payment, or prorated portion of that payment, owed to the Lessor under Section 4 up to the date the Lessee's termination takes effect. This is the Lessor's sole remedy. Lessee will not be liable to the Lessor for any other payments or damages arising from termination for lack of funding, including but not limited to general, special or consequential damages.

## **21. BREACH**

A. Other than termination for lack of funding under section 20, either party's failure to perform the lease's terms and conditions is a breach.

B. If a breach arises, the non-breaching party may send the breaching party a written notice, identifying in reasonable detail the breach and the requested remedy.

Except as provide in subsection C. below, the breaching party shall cure the breach as soon as reasonably possible but no longer than 30 days, except if an emergency condition exists requiring a cure to be immediately started and completed within 24 hours if reasonably possible given the circumstances.

C. If the breaching party does not cure the breach, the nonbreaching party may cure all or part of the default after providing notice to the breaching party of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default.

If the nonbreaching party is the Lessee, the Lessee may deduct all costs incurred from rent or other charges owed to Lessor. Lessee's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges for which Lessor is responsible, and all administrative costs the Lessee reasonably incurs and documents in performing or arranging for performance of the cure.

If the nonbreaching party is the Lessor, Lessor will submit properly executed vouchers and proof of payment to Lessee and Lessee shall remit payment to Lessor within 30 days or as soon as is practicable.

The nonbreaching party is under no obligation to cure some or all the default of the breaching party. To the extent that the nonbreaching party does not cure the default, the nonbreaching party may pursue its legal and contractual remedies against the breaching party.

The nonbreaching party's failure to cure the breaching party's default does not waive the nonbreaching party's rights to relief. Nothing herein removes or lessens either party's obligation to mitigate damages.



D. If it is not reasonably possible to cure an emergency or non-emergency condition within 24-hours or 30 days, respectively, the breaching party shall so notify the non-breaching party within 24-hours or 10 days, respectively. Such notice shall explain why the cure is not reasonably possible with due diligence to complete within 24 hours (if an emergency) or 30 days (if a non-emergency) and provide the earliest date that the work can be completed as soon as reasonably possible.

It is not a justifiable ground for delay that the Lessor does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner at reasonable cost.

E. "Emergency condition" means a condition requiring a cure that (i) prevents or substantially disrupts the Lessee from using all or a substantial part of the Premises, or (ii) causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the Premises. Notice under this paragraph may be by the means allowed in the Notice section 9, but in addition includes actual notice/awareness that Lessor has of a condition independent of any such notice.

**22. VENUE**

If a dispute arises over this lease and a party chooses to file a suit, the proper venue for the case is the District Court of the Montana, First Judicial District, Lewis and Clark County. Each party shall pay its own attorney fees and costs.

**23. LEASE APPROVAL**

The Department of Administration must approve any lease amendment or renewal.

**24. ENTIRE LEASE/INTERPRETATION**

This lease, consisting of nine pages, sections 1 through 25, contains the entire agreement between the Lessee and the Lessor. If an ambiguity exists in this Lease, this lease may not be interpreted against the drafter.

**25. SMOKE FREE ENVIRONMENT**

The Lessor shall make all parts of the Premises smoke-free, and Lessee may not allow its employees or visitors to smoke in the Premises. "Smoke" means smoke from a lighted cigar, pipe, cigarette, any kind or variety of e-cigarette or vapor cigarette, or any other smokable product. Refer to Montana Clean Indoor Air Act, 50-40-101, et seq., MCA.

(the remainder of this page is left blank intentionally)

The parties' authorized representatives have executed this lease as indicated below.

Lessor

**BOARD OF COUNTY COMMISSIONERS**

By: Michael S. Delgh

Date: 8-16-2021

By: Annellahard

By: Debra Randolph

**(MUST BE SIGNED BY AT LEAST TWO COMMISSIONERS)**

\_\_\_\_\_  
Approved for legal content  
County Attorney

Lessee

By: \_\_\_\_\_  
Teresa G. Whitney, Legal Counsel  
Montana Department of Revenue  
Date

By: \_\_\_\_\_  
Brendan Beatty, Director  
Montana Department of Revenue  
Date

**APPROVED BY:**

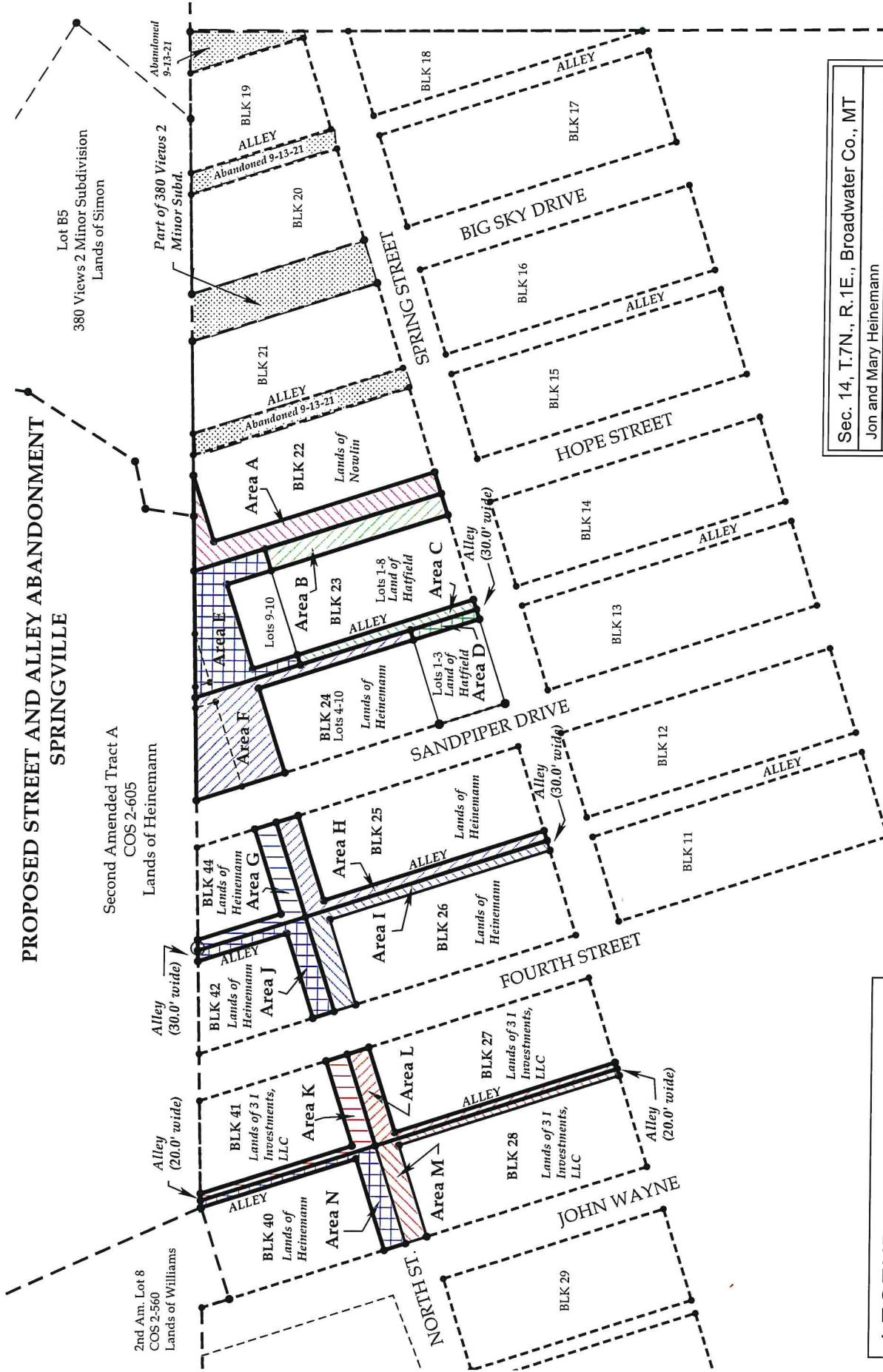
By: \_\_\_\_\_  
Garett M. Bacon, Leasing Officer  
Montana Department of Administration, General Services Division  
Date

By: \_\_\_\_\_  
Mike Manion, Chief Legal Counsel  
Montana Department of Administration  
Date

By: \_\_\_\_\_  
Office of Budget and Program Planning  
Date

By: \_\_\_\_\_  
Misty Ann Giles, Director  
Montana Department of Administration  
Date

# PROPOSED STREET AND ALLEY ABANDONMENT SPRINGVILLE



Sec. 14, T.7N., R.1E., Broadwater Co., MT			
Jon and Mary Heinemann			
Road and Alley Abandonment			
Schauber Surveying 266-4602			
SCALE	PROJECT DATE	FILE NAME	
200 Ft/in	7-11-2023	4521.LIV	
DRAWN BY	REVISION	SHEET	JOB
bms		1/1	4258

Lands of Heinemann  
 Lands of 3 I Investments, LLC  
 Lands of Hatfield  
 Lands of Nowlin

LEGEND	
	Proposed Alley and Street Closure
	Boundary



## Broadwater County Trust Board

815 Broadway  
Townsend, MT 59644

Steve McCullough, Chairman  
406-980-0181  
Aubra J. Lewis, Admin. Assist.  
406-949-8914

TO: Broadwater County Commissioners  
DATE: July 12<sup>th</sup>, 2023  
RE: Premier Trust Funding Transfer Request

Dear Broadwater County Commissioners,

The Trust balance at First Premier is above the threshold amount. The Broadwater County Trust Board members voted on July 11<sup>th</sup>, 2023 to transfer \$100,000 from that account to the Trust Board County account as soon as possible.

The Trust Board requests that the Broadwater County Commissioners make the request at their next meeting.

Respectfully,



Steve McCullough  
Trust Board Chairman



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**Broadwater County Commissioners**

Debi Randolph ~ Lindsey Richtmyer ~ Darrel Folkvord

515 Broadway St. ▪ Townsend, MT 59644 ▪ [commissioners@co.broadwater.mt.us](mailto:commissioners@co.broadwater.mt.us)

July 20, 2023

Rod O'Donnell  
Stockman Wealth Management  
402 North Broadway  
Billings, MT 59101  
[rodonnell@stokmanbank.com](mailto:rodonnell@stokmanbank.com)

RE: Broadwater County Request for Transfer of Funds

Dear Rod,

On July 11, 2023, the Broadwater County Trust Board voted to transfer \$100,000.00 from the Trust Board First Premier Account into the Broadwater County Trust Board account.

July 19, 2023, the Broadwater County Commissioners voted to approve the transfer of \$100,000.00 from the Trust Board First Premier Account to the Broadwater County Trust Board account.

Please transfer the requested funds.

Best,

Broadwater County Board of County Commissioners

Debi Randolph, Chair

Lindsey Richtmyer

Darrel Folkvord

Debi Randolph  
Commissioner, District 1  
[drandolph@co.broadwater.mt.us](mailto:drandolph@co.broadwater.mt.us)  
406.980.2050

Lindsey Richtmyer  
Commissioner, District 2  
[lrichtmyer@co.broadwater.mt.us](mailto:lrichtmyer@co.broadwater.mt.us)  
406.521.0834

Darrel Folkvord  
Commissioner, District 3  
[dfolkvord@co.broadwater.mt.us](mailto:dfolkvord@co.broadwater.mt.us)  
406.980.1213

Mr. Jason Garwood, P.E., Project Manager  
FAA HLN-ADO  
2725 Skyline Drive, Suite #2  
Helena, MT 59602-1213

Dear Mr. Garwood,

We are writing to request determination in FAA eligibility of an *Administrative Settlement* in accordance with FAA Order 5100.37B, for the purchase of Tract 17 (S28, T07N, R02E, C.O.S. 2-135, Acres 1.18, in NW¼SE¼), and Tract 18 (S28, T07N, R02E, C.O.S. 2-135, Acres 1.18, in SW¼SE¼), as identified on the attached Airport Layout Plan, Exhibit A. During the land acquisition process, a negotiated administrative settlement was agreed upon to preclude more costly and unfavorable extended negotiations and / or litigation.

In accordance FAA Order 5100.37B and FAA AC 150/5100-17, Change 7 the following steps were taken to adequately support the settlement and property acquisition costs:

- a. Probable Range of Testimony. Not applicable to this administrative settlement. Broadwater County did not consider litigation or any condemnation proceedings as part of the acquisition / negotiation process.
- b. Type of Property Involved and Damages, if any. Both tracts / parcels are vacant parcels of land, which abut the existing Townsend Airport. The tracts are depicted on the approved Airport Layout Plan to be acquired and utilized for future Object Free Area (OFA) clearances of the ultimate parallel taxiway and additional compatible land use protections. They may also include future/ultimate hangar area development (hangars/taxilanes/aprons).

Damages are not applicable to this *Administrative Settlement*.

- c. Recent Court Award in the Vicinity (particularly involving similar property). Not applicable to this administrative settlement. Broadwater County did not consider litigation or any condemnation proceedings as part of the acquisition / negotiation process.
- d. Summary of the Negotiation Effort. No formal negotiator was utilized in the purchase of the property.

Both tracts were Appraised, with subsequent Review Appraisal, at \$95,000 / lot/tract. Broadwater County determined the value of *Just Compensation*, in accordance with FAA AC 150/5100-17, Change 7, in that same amount of \$95,000 with a split of the closing costs.

The landowner declined the initial offer and distributed a counteroffer in the amount of \$120,000 / lot with Broadwater County to pay for all closing costs.

Broadwater County responded to the counteroffer with a revised offer of \$100,000 / lot/tract with Broadwater County to pay for all closing costs. The landowner subsequently agreed to this offer.

- e. Advice and Opinion of the Sponsor's Legal Counsel. As detailed in Section a. above.



- f. Settlement Approval by Airport Sponsor. The *Administrative Settlement(s)* and was ultimately approved by Broadwater County with *Buy-Sell*, dated April 12, 2023 for both tracts. The settlement(s) were determined to be prudent and in the public's best interest to preclude more costly extended negotiations or possible termination of a stalemated negotiation.

Please let us know if you need anything additional.

Sincerely,

Debi Randolph, Chair  
Broadwater County Commission

C:\Users\Debi\OneDrive\Documents\Broadwater County Commission\Reports\Ag

CERTIFICATE OF TITLE

Mr. Jason Garwood, P.E., Project Manager
Helena Airports District Office (ADO)
Federal Aviation Administration
2725 Skyway Drive, Suite 2
Helena, MT 59602-1213

Dear: Mr. Garwood,

Broadwater County, Montana (hereinafter referred to as the "Sponsor"), pursuant to Section 47105(d) of the Federal Aviation Administration Authorization Act of 1994 (and amendments), hereby certifies that satisfactory property interest to the land indicated herein is vested in the Sponsor under the terms and conditions of a Grant Agreement with the Federal Aviation Administration, Federal Project No. A.I.P. 3-30-0078-016-2023.

In the opinion of Cory Swanson, County Attorney for the Sponsor, the Sponsor has full legal title to the property interest indicated and, as shown on the Exhibit "A" as of the time and date stated in the title documents, has adequate title to satisfy local laws and ordinances:

Table with 2 columns: Parcel Number (Per Exhibit "A") and Quality of Interest (Fee, Easement, etc.). Rows include Tract 17 and Tract 18, both with 'Fee' listed as the quality of interest.

The land interest acquired meets the requirements of the Federal Aviation Administration, except for easements, liens, separate mineral estate, leases, or other encumbrances on the parcels noted below. However, such encumbrances, which are described on the attachment, do not affect the use of the land for airport purposes.

Parcel(s) See attached Title Commitment for both Parcels

The evidence of title is based on an: (Check One)

An abstract and record examination conducted on \_\_\_\_\_, or

X Title Insurance Policy No. BX30784 issued on May 30, 2023 at 8:00 A.M. by the Rocky Mountain Title Guaranty, LLC Title Insurance Company for Tract 2 (Exhibit A-Tract 17).

X Title Insurance Policy No. BX30784 issued on May 30, 2023 at 8:00 A.M. by the Rocky Mountain Title Guaranty, LLC Title Insurance Company for Tract 3 (Exhibit A-Tract 18).

An abstract and record examination conducted on \_\_\_\_\_, or

RECORDATION DATA: Tract 17 was recorded under Book 252, Page 255 on 06/20/2023 in the land records of Broadwater (County/City), Montana.

RECORDATION DATA: Tract 18 was recorded under Book 252, Page 255 on 06/20/2023 in the land records of Broadwater (County/City), Montana.

The sponsor recognizes and accepts full responsibility for the clearing of any outstanding encumbrances, defects, and exceptions to the title that may in any way affect the future use and operation of the land for airport purposes as may be determined by the FAA. It is understood that the FAA reserves the right to cancel this certification at any time. Although specific title evidence documents are not submitted herewith, copies of deeds and other appropriate evidence of title for the land are on file with the Sponsor and are available for inspection by the FAA.

Sincerely,

**Broadwater County**

\_\_\_\_\_  
Name of Sponsor

\_\_\_\_\_  
Debi Randolph, Chair, Broadwater County Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cory Swanson, Broadwater County Attorney



Remit Payment To:  
Rocky Mountain Title Guaranty, LLC  
400 North Park Avenue  
Helena, MT 59601

**INVOICE**

**Billed To:**  
Robert Peccia & Associates Inc.  
3147 Saddle Drive  
Helena, MT 59601

**Invoice No.:**  
**Invoice Date:** June 6, 2023  
**Please Pay Before:**  
**Our File Number:** BX30784  
**Your Reference Number:**

**Property:**  
N/A  
Townsend, MT 59644  
Broadwater County

**Brief Legal:** Tracts 2 and 3 of COS recorded in  
Book 2 of Plats, page 135

DESCRIPTION	AMOUNT
Policy premium for Owner's	853.00
<b>Invoice Total Amount Due</b>	<b>\$ 853.00</b>

Buyer/Borrower: City-County Airport


Seller: Steve McCullough

Please reference our Order Number when remitting payments.

If you have any questions please contact our office.

Thank you for your business.

For further information on rates, policy options, and other matters please visit [www.firstam.com](http://www.firstam.com) or call (406) 449-2244.

 <b>First American Title™</b>	ALTA Commitment for Title Insurance
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Commitment</b>	

**COMMITMENT FOR TITLE INSURANCE**

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

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

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

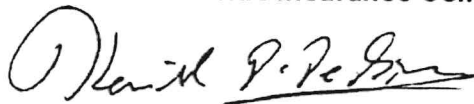
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

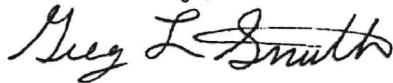
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment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

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

**First American Title Insurance Company**



Kenneth D. DeGiorgio, President



Greg L. Smith, Secretary

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

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

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

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

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

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

### 5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

Arbitration provision intentionally removed.

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

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COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Order No: BX30784

- 1. Effective Date: May 30, 2023 at 08:00 AM
- 2. Policy or Policies to be issued:
  - (a)  ALTA Own. Policy (08/01/16) Amount  
\$ 200,000.00  
Proposed Insured:  
**City-County Airport**
  - (b)  ALTA Loan Policy (08/01/16) Amount  
Proposed Insured:
- 3. The estate or interest in the land described or referred to in this Commitment and covered herein is FEE SIMPLE and is at the effective date hereof vested in:  
**Steve McCullough**
- 4. The land referred to in this Commitment is situated in the County of BROADWATER, State of Montana, and is described as follows:  
**Tracts 2 and 3 of Certificate of Survey recorded in Book 2 of Plats, page 135, situated in the E½ of Section 28, Township 7 North, Range 2 East, P.M.M., Broadwater County, Montana.**

Countersigned:

  
\_\_\_\_\_  
Authorized Officer or Agent

Rocky Mountain Title Guaranty, LLC  
400 North Park Avenue  
Helena, MT 59601

VALID ONLY IF SCHEDULE B AND COVER ARE ATTACHED

## SCHEDULE B - SECTION 1 REQUIREMENTS

Order No: BX30784

The following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Release(s) or Reconveyance(s) of item(s) deemed necessary.
6. You must give us the following information:
  1. Any off record leases, surveys, etc.
  2. Statement(s) of identity, all parties.
7. A Seller/Borrower Affidavit is required.



## SCHEDULE B - SECTION 2 EXCEPTIONS

Order No: BX30784

Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch or ditch right, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any liens, or rights to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any right, title or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal, and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.
8. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B - Section 1, Requirements are met.
9. General County Taxes for the year 2022 (Tract 3)  
First Half: \$139.59 PAID  
Second Half: \$139.57 PAID  
Total for year: \$279.16  
Geo Code: 43-1591-28-4-03-01-0000  
Taxpayer No.: 0007015026  
Prior Years Delinquent Taxes: NONE  
PLEASE NOTE: DELINQUENT TAX AMOUNTS ABOVE, IF ANY DO NOT INCLUDE PENALTY AND INTEREST.
10. General County Taxes for the year 2022 (Tract 2)  
First Half: \$139.59 PAID  
Second Half: \$139.57 PAID  
Total for year: \$279.16  
Geo Code: 43-1591-28-4-02-10-0000  
Taxpayer No.: 0007015027  
Prior Years Delinquent Taxes: NONE  
PLEASE NOTE: DELINQUENT TAX AMOUNTS ABOVE, IF ANY DO NOT INCLUDE PENALTY AND INTEREST.
11. Any Special Improvement District, any Rural Improvement District, special liens and levies of which is not yet due and payable.

**SCHEDULE B - SECTION 2  
EXCEPTIONS**

(Continued)

Order No: BX30784

12. General County Taxes and assessments for the year 2023 and subsequent years, a lien which is not yet due and payable.
13. No liability is assumed for errors, omissions or changes in assessed evaluations or amount of taxes assessed by any state, county, city or federal taxing or assessing authority.
14. Reservations or exceptions in patents or in Acts authorizing the issuance thereof all claims to water and water rights.
15. County road rights-of way the existence of which is dependent in whole or in part upon writings which have not been recorded and indexed as conveyances in the office fo the Clerk and Recorder pursuant to Title 70, Chapter 21 MCA.
16. Unrecorded leases and rights of parties in possession
17. Reservations and exceptions as shown in Deeds recorded in Book 45 of Deeds, page 499, Book 48 of Deeds, pages 227 and 231, Book 50 of Deeds, page 214, Book 51 of Deeds, page 48, Book 52 of Deeds, page 178, Book 56 of Deeds, page 135, Book 56 of Deeds, page 142, Book 56 of Deeds, page 429, Book 58 of Deeds, page 410, Book 59 of Deeds, page 142, Book 1 of Micro., page 847, Book 24 of Deeds, page 742 and Document Number 179847, records of Broadwater County, Montana.
18. Right of Way Easement as shown in Book 45 of Deeds, page 499, records of Broadwater County, Montana.
19. Easement as shown in Book 41 of Deeds, page 31, records of Broadwater County, Montana.
20. Right of Way Easement recorded in Book 39 of Deeds, page 165, records of Broadwater County, Montana.
21. Terms and provisions of Bargain and Sale Deed recorded in Book 45 of Deeds, page 80, records of Broadwater County, Montana.
22. Right of Way Easement granted to Vigilante Electric Cooperative, Inc., recorded in Book 52 of Deeds, page 173, records of Broadwater County, Montana.
23. Right of Way Easement granted to Vigilante Electric Cooperative, Inc., recorded in Book 3 of Micro, page 444, records of Broadwater County, Montana.
24. Discharge of Easement recorded in Book 23 of Micro.,page 484, records of Broadwater County, Montana.
25. Easement recorded in Book 23 of Micro., page 503, records of Broadwater County, Montana.
26. Right of Way Easement granted to Vigilante Electric Cooperative, Inc., recorded in Book 30 of Micro, page 811, records of Broadwater County, Montana.
27. Right of Way Easement granted to Vigilante Electric Cooperative, Inc., recorded 08/02/2005 as Document Number 151014, records of Broadwater County, Montana.
28. Deed of Easement recorded 06/22/2007 as Document Number 156267, records of Broadwater County, Montana.

**SCHEDULE B - SECTION 2  
EXCEPTIONS**

(Continued)

Order No: BX30784

29. Grant of Easement recorded 12/06/2007 as Document Number 157449, records of Broadwater County, Montana.
30. Easements as shown in Book 155 of Micro., page 481, records of Broadwater County, Montana.
31. Easements as shown in Book 155 of Micro., page 483, records of Broadwater County, Montana.
32. Terms and conditions set forth in State of Montana, Department of Health and Environmental Sciences, Certificate of Subdivision Plat Approval, recorded in Book 10 of Misc., page 493, records of Broadwater County, Montana.
33. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded as Certificate of Survey recorded in Book 1 of Plats, page 598, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
34. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded as Certificate of Survey recorded in Book 2 of Plats, page 425, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
35. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded as Certificate of Survey recorded in Book 1 of Plats, page 324, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
36. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded as Certificate of Survey recorded in Book 1 of Plats, page 878, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
37. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded as Certificate of Survey recorded in Book 2 of Plats, page 135, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

NOTE: This Order does not include a search for financing statements filed in the office of the Secretary of State and the Clerk and Recorder and no liability is assumed. Please contact this office if a search is requested.

NOTE: As an accommodation and not part of this commitment, no liability is assumed by noting the following conveyances describing all or part of the subject property, which have been recorded within the past 24 months: NONE

NOTE: Other than as shown in Schedule B, we find no Judgment Liens, Federal Tax Liens or Child Support Liens of record which attach to the name(s) or interest of the vested owner and/or proposed insured owner/borrower.

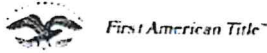


**SCHEDULE B - SECTION 2  
EXCEPTIONS**  
(Continued)

Order No: BX30784

NOTE: Any Deed Restrictions, Covenant, By-Law, Declaration of Condominium and/or any amendments thereto and/or otherwise as shown herein as an exception which may contain a clause indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such reference violates 42 USC 3604 (c), is hereby deleted as to said reference; no other deletion is hereby intended or implied.

END OF SCHEDULE B



## Privacy Notice

**Notice Last Updated:** December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

### **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or by calling toll-free at 1-866-718-0097.

**Right to Correct.** You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097.

**Right of Deletion.** You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or by calling toll-free at 1-866-718-0097.

**Verification Process.** For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale and Share.** We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in <https://www.firstam.com/privacy-policy>.

**Notice of Disclosure.** To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in <https://www.firstam.com/privacy-policy>.