



**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, the 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 will be taken either in writing before 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 (1st-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 local MT43 Newspaper**

**Revision as of March 28, 2024**

**Monday, April 1, 2024**

**11:00 AM** Working Meeting with Bill Jarocki, County Administrative Officer, regarding projects and deadlines. This will be in the Commission Office

**Tuesday, April 2, 2024**

**2:00 PM** Working Meeting with Deputy County Attorney Kaylan Minor, regarding projects and deadlines.

**Wednesday, April 3, 2024**

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

**10:00 AM** Discussion/Decision, Nick Rauser, Broadwater County Sheriff, Compensation Board Recommendation for Elected Officials

**10:05 AM** Discussion/Decision, Jeanine Stone, Rotarian, Request to Place Additional Rotary Shed on County Property on 701 North Cedar

**10:10 AM** Discussion/Decision, Susie Hedalen, Townsend School District #1 Superintendent, Termination of Disaster and Emergency Services Interlocal Agreement

**10:15 AM** Discussion/Decision, Jessica Erickson, Fair Board Manager, Fair Board By-Laws

**10:20 AM** Discussion/Decision, Debbie Kelley, Broadwater County Finance Officer, Insurance Review Committee Recommendations for Insurance Premium Increase

**10:25 AM** Discussion/Decision, Jessica Bushnell, Noxious Weed and Mosquito Coordinator, Purchase of OEQ A1 Utility Ranger 60 Gallon Tank, Vectobac WDG (25 LB Canister), VLX Vectolex WDG (25 LB Canister); \$13, 948.75

- 10:30 AM** Discussion/Decision, Jessica Bushnell, Noxious Weed and Mosquito Coordinator; Purchase of a New or Used Vehicle less than 10 Years Old and Under 50k Miles up to \$37,500 for Noxious Weed Department
- 10:35 AM** Discussion/Decision, Nichole Brown, Community Development and Planning Director, Parks and Recreation Board Liaison, Recommendation to Pay Lite Electric Invoice #6752 for \$1292.55; For Work on Holloway Park Gazebo Project
- 10:40 AM** Discussion/Decision, Nichole Brown, Community Development and Planning Director, Parks and Recreation Liaison, \$2000.00 Donation to STOKe from the Parks and Recreation Account; Sod, Bricks, and Sprinkler System Installation at the Skate Park
- 10:45 AM** Discussion/Decision, Nichole Brown, Community Development and Planning Director, Brady BLR #2 (Building for Lease or Rent) Storage Units (Section 34, Township 3 North, Range 1 East)
- 11:00 AM** Discussion/Decision, Kaylan Minor, Broadwater County Deputy County Attorney, Family Transfer Exemption Claim Procedure
- 11:05 AM** Discussion/Decision, Kaylan Minor, Broadwater County Deputy County Attorney, Updated Subdivision Exemption Claim Application and Application Fee Increase to \$400.00
- 2:00 PM** Discussion, Robert Peccia & Associates, Opening Bids; Broadwater County Airport Rehabilitation & Construction Project

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, Vice Chairman (406) 266-9270 or (406) 980-2050

Darrel Folkvord, 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 will be held at the Flynn Building (416 Broadway)*

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

- Parks and Recreation Meeting on April 4<sup>th</sup> at 5:30 PM
- Trust Board Meeting on April 9<sup>th</sup> at 11:30 AM
- Planning Board Meeting/Public Hearing on April 9<sup>th</sup> at 2 PM
- Solid Waste Board Meeting on April 9<sup>th</sup> at 6:00 PM
- Mental Health LAC Meeting on April 10<sup>th</sup> at 2 PM
- Fair Board Meeting on April 11<sup>th</sup> at 5:30 PM
- Noxious Weed Meeting on April 16<sup>th</sup> at 7:00 PM
- Parks and Recreation Board Meeting on April 29<sup>th</sup> at 6:00 PM

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

TOWNSEND SCHOOLS & BROADWATER COUNTY DISASTER &  
EMERGENCY SERVICES (DES) INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT BETWEEN TOWNSEND K-12 SCHOOL DISTRICT #1, AND THE BROADWATER COUNTY DISASTER & EMERGENCY SERVICES (DES) TO COOPERATE IN THE DAY-TO-DAY OPERATION & MAINTENANCE OF THE LOCAL LOW POWER FM RADIO STATION FOR RESIDENTS OF BROADWATER COUNTY.

WHEREAS, the Townsend K-12 School District #1 and Broadwater County Disaster & Emergency Services (DES) have an Federal Communications Commission (FCC) license to provide a lower power FM radio station in Broadwater County; and

WHEREAS, Sections 7-11-101-108, MCA authorize local governments to enter into interlocal agreements to jointly provide services that each are authorized to provide; and

WHEREAS, the purpose of this Agreement is to provide a basis for cooperation between the Townsend K-12 School District #1, herein known as "School District", and Broadwater County DES, herein known as "County DES", which will result in operating and maintaining a local low power FM radio station; and

WHEREAS, the County DES and the School District are desirous of entering into a contract whereby a local low power FM radio station can be provided from a central facility located within Broadwater County and operated through the joint efforts and authority of both parties;

NOW THEREFORE, in consideration of the execution of this Agreement and the mutual covenants hereinafter expressed, the parties join in establishing and maintaining a joint School District-County DES low power FM radio station mutually agreed to as follows:

- I. As hereinafter provided, the Broadwater County DES local coordinator and the Board of Trustees of Townsend Schools agree to support the functions of the joint School District-County DES low power FM radio station within the county and agree to provide radio messages from both entities to the residents within the county. The joint School District-County DES lower power FM radio station, known as KDGZ FM, K-Dogs, will herein be known as radio station.

## II. Powers, Duties, and Responsibilities of the School District-County DES Entities

1. The School Board of Trustees shall distribute funds in accordance with State law for the daily operational costs of the station. These funds will be raised through sponsorships and grants.
2. The County DES shall distribute funds in accordance with State law for any new construction and maintenance of the radio station which is currently located on city property at the base of the water tower as well as the school grounds. No new construction or maintenance costs expected to be paid by the County DES shall be done without the County DES officers consent. Small repair/replacement costs may be covered by the School District under monthly fees paid to Tele System Services of Whitehall, herein known as TSS, and/or personnel time of School District employees.
3. The School District is responsible for developing policy regarding the general daily operations and care of the radio station with regards to school goals and expectations and Federal Communications Commission (FCC) guidelines for low power non-commercial radio stations (FCC guidelines are available at <http://www.fcc.gov>)
4. The School Superintendent and County DES coordinator will work together to manage any financial needs, purchasing, and insurance-general operational costs related to the radio station.
5. The School Superintendent and County DES coordinator shall be directly responsible for the selection of any contractor responsible for any construction changes/additions to the radio station.
6. The School Superintendent shall be the primary governing body for the resolution of complaints or grievances arising from the operation of the radio station. However, should it become necessary, the complaint or grievance may be taken to the School Board.

## III. Budget and Finance

- A. The station has been constructed with funds provided by School District and the County DES. The School District

and County DES will each provide funding through direct payment as well as money granted to each entity in the form of grants, donations and sponsorships, toward other expenses they agree upon through this contract and/or verbal discussions.

**B. The School District shall:**

1. Provide funding, through the sale of sponsorships and grants, to pay for the monthly operational fees. These fees include, but are not limited to: Tele System Services (TSS) monthly fee, music use fees (American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music Incorporated (BMI), and SEASAC), school district personnel time to record/send files, billing/invoicing of sponsorships, live game broadcasts and small equipment replacements (microphones, headsets, etc.).
2. Oversee the daily operation of the radio station and set policy for any messages/costs that are going to be broadcast on the radio station.
3. Responsible for meeting FCC license guidelines for the lower power FM station and to renew the license when applicable.
4. Work with Tele System Services (TSS) to make minor repairs to keep the system on the air on a day-to-day basis.

**C. The Broadwater County DES shall:**

1. Approve and provide funding for the radio station for repairs, new equipment or site changes.
2. Have access to the station to broadcast emergency messages to the residents of Broadwater County.

**IV. Effective Date, Duration, and Termination**

- A. The adoption of this agreement by both bodies, the School District and the County DES, is contingent upon its review and approval by the Broadwater County Attorney.
- B. The agreement shall be in full force and effect within 10 days of the approval by both bodies and shall remain in effect until the radio station is no longer viable.
- C. Either party may terminate this agreement with sixty (60) days written notice from one party to the other. The termination shall become effective at the beginning of the next fiscal year. Such termination does not absolve the School District and the County DES from satisfying any equity requirements assigned to this joint radio station project. Both parties agree to the following as the basis for termination should such become necessary:
  - 1. That, in regard to the radio station, the value of each entity's contribution is equal to that of the percentage each contributed to the total construction cost and day-to-day operation, including all sources of funding.
  - 2. That, there shall be an ongoing accounting by the School District and the Broadwater County DES of the amounts contributed by both parties to construction, repair, and daily operation of the radio station.
  - 3. Upon termination by mutual consent, a determination of all right, title and interest in real and personal property, including permanent improvements, shall be made by mutually agreeable means. The property and improvements purchased by each entity will continue to belong to those entities. A settlement shall be reached which is agreeable to both parties.
- D. This agreement may be amended at any time by mutual written consent of the parties involved.



## RESOLUTION OF TERMINATION

### TOWNSEND SCHOOLS & BROADWATER COUNTY DISASTER & EMERGENCY SERVICES INTERLOCAL AGREEMENT

**THIS TERMINATION AGREEMENT** (the "Agreement") dated this 3rd day of April, 2024.

#### **BETWEEN:**

Townsend K12 School District #1

- AND -

Broadwater County Disaster & Emergency Services (DES)

(collectively the "Parties" and individually the "Party")

#### **BACKGROUND**

- A. The Parties are presently bound by the following contract (the "Contract") dated the 27th day of June, 2011: Townsend Schools and Broadwater County Disaster & Emergency Services (DES) Interlocal Agreement KDGZ 98.3 Radio Station.
- B. The Parties wish to terminate the Contract and resolve any and all rights and obligations arising out of the Contract.
- C. The Townsend School Board unanimously voted on March 12, 2024 for the termination of this agreement after an in-depth survey of the community and multiple community and school board meetings were held to hear public comment and understand the costs and use of the radio station. The Townsend School District also attended the DES meetings and coordinated with them to ensure it was no longer needed or utilized for emergency services.

**IN CONSIDERATION OF** and as a condition of the Parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

#### **Termination**

1. By this Agreement the Parties mutually terminate and cancel the Contract effective the 3<sup>rd</sup> day of April, 2024.



**Outstanding Obligations**

2. The Parties acknowledge by this Agreement that the consideration provided and received by each other is fair, just and reasonable and that no further consideration, compensation or obligation will be due, payable or owing with regard to the Contract as of the execution date of this Agreement.

**Release**

3. By this Agreement the Parties release each other from any and all claims, causes of action, demands and liabilities of whatever nature which either Party had in the past, has now or may have in the future arising from or related to the Contract.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_  
Townsend School District

\_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_  
Broadwater County

# **Townsend K-12 School District #1**



201 N. Spruce • Townsend, MT 59644

**Superintendent's Office**

Phone (406) 441-3454

Fax (406) 441-3457

March 18, 2024

Termination of Interlocal Agreement  
Townsend K12 School District #1  
Broadwater County Disaster & Emergency Services

**High School Office**

Phone (406) 441-3430

Fax (406) 441-3466

Broadwater County Disaster & Emergency Services  
Brittany Willis  
Bill Malone  
515 Broadway Street  
Townsend, MT 59644

**Elementary Office**

Phone (406) 441-3431

Fax (406) 441-3475

Dear Ms. Willis and Mr. Malone,

I am writing to formally transmit our decision to terminate the interlocal agreement between Townsend K12 School District #1 and Broadwater Disaster & Emergency Services, which was executed on June 27, 2011. After careful consideration, it has been determined that the agreement no longer serves the best interests of both parties.

We respectfully request termination effective April 15, 2024. This will allow for accurate termination of all vendors prior to our fiscal year end of June 30, 2024. Please acknowledge this termination in writing and confirm the cessation of any ongoing obligations or responsibilities outlined in the agreement.

We appreciate the collaboration and partnership we have shared under this agreement. Should you have any questions or require further clarification, please do not hesitate to contact me at [kwilliams@townsend.k12.mt.us](mailto:kwilliams@townsend.k12.mt.us) or 406-441-3471.

Sincerely,

A handwritten signature in blue ink that reads "Kayce Williams".

Kayce Williams  
District Clerk

# KDGZ radio survey

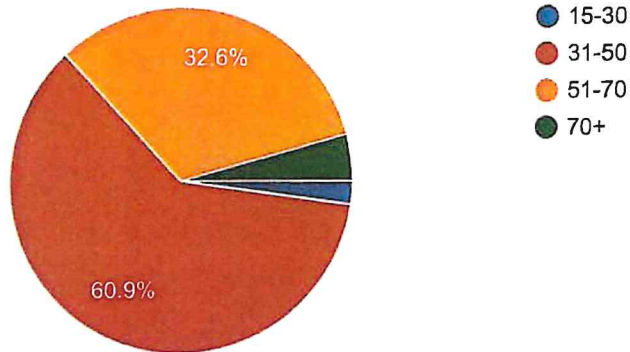
47 responses

Publish analytics

## What is your age range?

46 responses

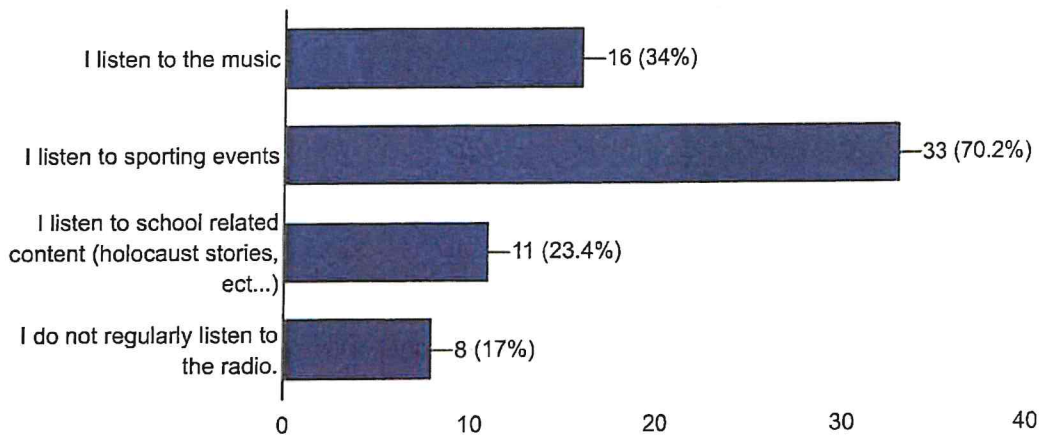
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## What do you listen to on the radio, please choose all that apply

47 responses

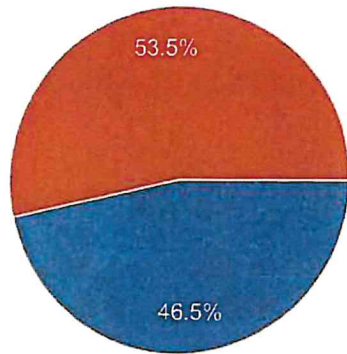
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### How do you listen to the radio?



43 responses

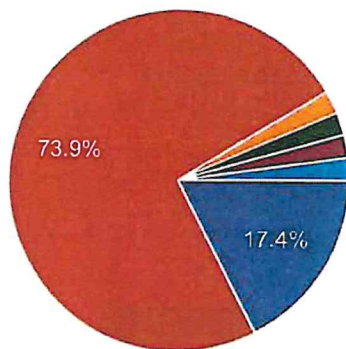


- I listen to the radio on 98.3
- I listen online

### What are your thoughts on the radio moving online only and just broadcasting games



46 responses



- I would not like that
- I am ok with that
- Save the money for other programs
- I think 98.3 has tremendous potential & has been underutil...
- I think there is a great opportunity to use the radio in...
- I don't think it should move online, however I think it coul...



I would like to listen to more of:

16 responses

Sporting events

Local  
Content

Community information

I like the current selection

Sporting events and school related content.

All of the sporting events

School & community news & local programming

Old time western singers

Bulldog sports

I just recently found out about the radio. I do not follow sports.

Old music!

Would be great to have a rundown of weekly events on Mondays (whether a.m. or p.m.) and a reminder each day of the remaining events to supplement other media avenues. Generally, I like the music that's broadcast, although my eyes have gotten wide at some of the selections being broadcast on a School radio - it's not that I don't like the songs, rather it's that the subject matter just didn't seem quite appropriate for a School-sponsored station.

Classic country music

Other news and events announcements regarding school related activities. Like Weekly schedules, reminders about upcoming events, general info on school stuff, maybe an update on school board meetings and what is being discussed, library hours, etc.

The special classroom events throughout the year.

sports coverage (also see my recommendations below)



I would pay for advertising on 98.3, my business is:

4 responses

Yes

n/a

if I could afford it.

Infinite Hope Counseling

I would be willing to financially support continuing the radio. My community organization is:

3 responses

Yes

Need a meeting to discuss first.

4-H club

I would be willing to financially support the radio with an annual contribution of:

8 responses

100.00

\$50

\$100

no \$\$ available.

\$250.00 or so.

\$25

\$100-200

10



Do you have any other thoughts you would like to share with the school concerning the radio?

16 responses

I would only offer a place online to listen to sporting events. There are so many other options for music. Digital is the way to go. I understand a need for emergency broadcast but how affective is that really if more than half the people aren't even tuned into a radio station?

The radio is an important part of the community if the school can continue to support it.

I think online would be good to save \$\$\$. I wish there was a way to archive game coverage so a person could listen to it later!

I had no idea the school radio existed. i think we need to share this more especially when comes to sporting events.

I think it can be an asset to our community if we can control the content more with the free software that was discussed at meeting. I could only answer one way on whether I listen on radio or online. I do both but feel some only use radio.

It should absolutely be moved to an online platform to save money. It's time to retire the radio.

For sporting events and school related content it would be awesome if it was archived somewhere so if you can't listen at the time of broadcast you can listen later. I'd even be willing to pay an annual fee to access that, separate from a donation for running the radio.

It serves senior citizens like myself who are unable to go to games very well. I can listen and cheer for my Bulldogs! It also lets me keep in touch with the school. Thank you.

I think broadcasting games via app or online would be the best step forward. In my opinion it doesn't make sense to retain a FM broadcast license when everyone has a live streaming device.

From an emergency response perspective it may make sense to have an FM station but I believe the rare use of it would make it ineffective in event of emergency since many wouldn't think of the radio station as a first option.

There are likely a number of private company: who provide apps to schools like Townsend to manage game broadcasts. It could even scale to video live streaming of events such as Christmas programs, plays, and school board meetings.

I think it could still offer value to the community if it was opened up for community use.

I'm generally in the car when I'm listening to KDGZ; I have tuned in to sports events primarily at 

tournament time.

My children love listening to the old country music

At one time the superintendent and assistant procured sponsors for games and daily broadcasting. This was also part of the broadcasting class's responsibility. Is this no longer viable in our school?

The radio is a great way for the school to connect with the rest of the community...especially those who are older and unable to get out to the games, etc. I would be sad to see the radio station disappear.

Consider a journalism/media arts high school class or radio club to take slots to provide radio program, news, daily/community announcements, lunch menus, birthday announcements, audio book reading, etc.

I think going online only for games, or switching to a different service for the games would be the way to go. Radio is not a real popular format with many younger people, many of them stream or play music from their own devices. If it comes down to spending a chunk of money for a smaller group (i am using my own bias here, thinking it is a smaller number of older people that actually listen for the music), or putting that money towards a format that broadcasts sporting events, which I think more people would tune in for, I would prefer the money go towards a sports broadcast platform.

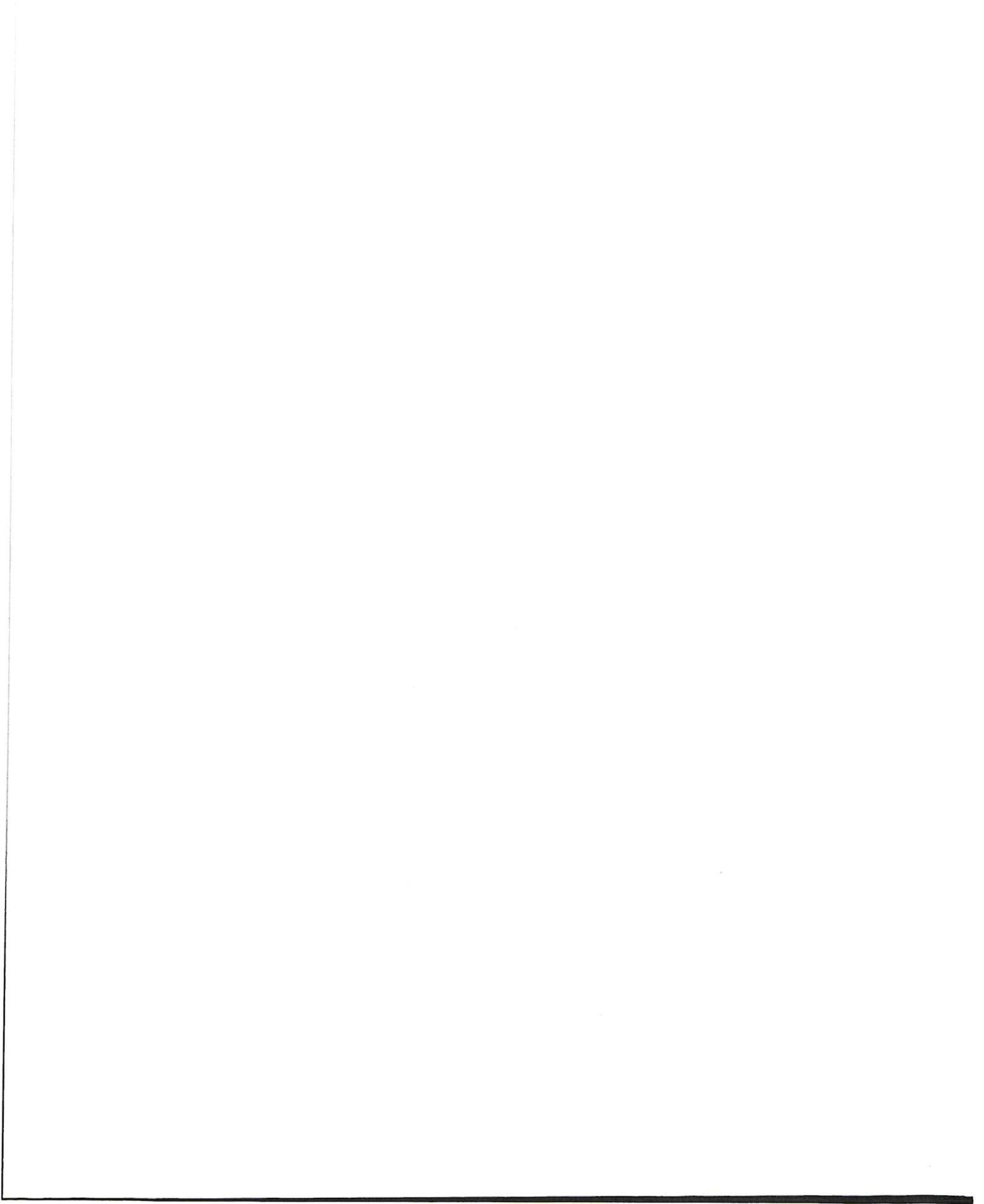
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Google Forms



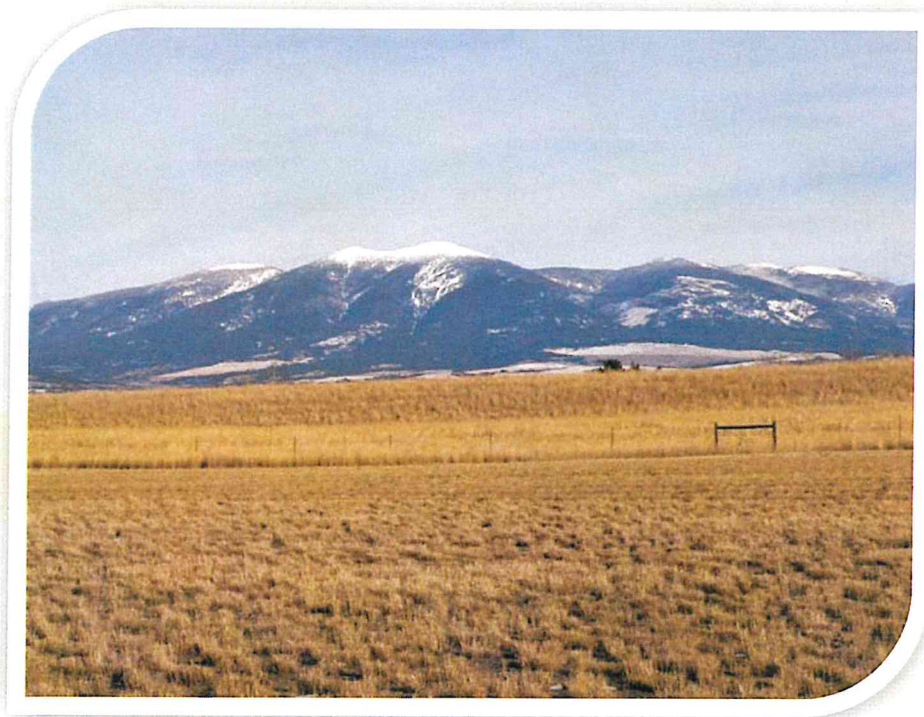






# Broadwater County Fair Board Bylaws

Revised 2024



***BROADWATER  
COUNTY FAIR***





## **BROADWATER COUNTY FAIR BOARD BYLAWS**

### **ARTICLE I – NAME**

The name of this organization shall be Broadwater County Fair Board.

### **ARTICLE II – PURPOSE**

The purpose of this organization shall be:

- A. To serve as an advisory board to the county commission with the purpose of planning and organizing the annual county fair.
- B. To work in the spirit of cooperation and fairness with all businesses, agencies, and organizations, profit or non-profit, for the benefit of the fair and fairgrounds.
- C. To never lose sight of the fact that the Broadwater County Fair is a business funded by the people of this county. Therefore, we will strive to keep costs low and community involvement high.
- D. To educate people by allowing new ideas and talents to be shared in the spirit of family fun.

We, the members of the Broadwater County Fair Board, are dedicated to these goals.

### **ARTICLE III – MEMBERSHIP**

The membership of the Broadwater County Fair Board shall be appointed by the Broadwater County Board of County Commissioners with recommendations from the Fair Board.

- A. The Fair Board shall consist of five persons.
  - a. Vendor Supervisor
  - b. Open Class Supervisor
  - c. 4-H Representative
  - d. Rodeo Board Representative
  - e. Public Relations
- B. Advisory members will include a County Commissioner “ex-officio” member.
- C. Terms of each member shall be staggered. The commissioners shall establish the staggered order of terms. The first year of appointment shall be for one (1) year, following years’ appointments shall be two (2) or three (3) years staggered. Appointments are made for the calendar year or as vacancies arise.
- D. The Board of County Commissioners shall appoint members of the County Fair Board to succeed members whose terms expire; or to renew the appointment of existing members.
- E. The vacancy of a voting member shall be filled by the commissioners for the unexpired portion of the term. Section 7-1-201 (3)(c), MCA
- F. Election of offices will occur yearly in January. Vacancy in elected office will be filled by election of the board for the remainder of the term. Elected officers may serve consecutive terms in the same office.
  - Chairman
    - The Chairman shall conduct all meetings and business of the Board, according to Open Meeting Laws and to encourage Public Participation of all citizens. The Chair shall take public comment at all meetings and prior to all votes and shall maintain civility.
  - Vice Chairman
    - The Vice Chairman shall perform the duties of the Chairman in all cases in which the Chairman is unable to serve or in cases of conflict of interest.
- G. All appointed members will be provided with a Board Member Expectation document for their position.

- H. A majority of Board members constitutes a quorum for all meetings. If any meeting is convened where there is not a quorum, the members present may discuss routine matters but may not hear testimony or take formal action on any matter requiring motion and a vote.

#### **ARTICLE IV – SUBCOMMITTEES**

Persons who are not members of the Fair Board may be asked by the Fair Board to serve on subcommittees to work in cooperation with activities of the Fair Board. They are not entitled to compensation. Committee members shall:

- A. Consult and communicate with the Fair Manager so continuity, communication and efficiency are established.
- B. Make commitments only with the approval of a Board majority, regarding finance, operation, planning, or a facet of Fair or Fairgrounds business.
- C. Accept assignment and responsibilities to committees and duties under the jurisdiction of the Chairman. (Duties will be primarily supervisory at fair time)
- D. Subcommittee board members to be reasonably available to circulate and observe the entire operation of the Fair.

#### **ARTICLE V – POLICY GOVERNING DUTIES OF THE FAIR MANAGER**

The Fair Manager is hired and salary set by the Commissioners with input by the Fair Board. The Fair Manager is advised by the Broadwater County Commission. Duties of the Fair Manager are described in the job description, held with the County administration.

#### **ARTICLE VI – MEETINGS**

- A. A minimum of four (4) meetings will be held each year on the second Thursday of each month at 5:30pm. Meeting location is the Flynn Building (416 Broadway, Townsend).
- B. A minimum of one (1) joint meeting will be held with the Rodeo Board each year within two (2) months after the Fair and Rodeo.
- C. Meetings shall be conducted using Robert’s Rules of Order.
- D. Meetings shall be posted no less than 48 hours prior to the meeting in the Broadwater County Courthouse main floor bulletin board and the Flynn Building meeting room window. All members shall be notified of all meetings orally, in writing or by email. No special meeting shall be called unless diligent effort has been made to notify all members.
- E. All meetings, regular and special, including all Board deliberations during such meetings, are open to the public. Public comment is acceptable only during that portion of the meeting designated for such comment, or upon deliberation of any agenda item for which an individual or group has specific business as identified by the agenda for that meeting. The Chair may ask members of the public present at any meeting to state their business with the Board so that the Board may consider rescheduling that business item for the convenience of the individual or group.
- F. Special meetings shall be called as necessary by the Fair Manager, Chair, or at the request of any two (2) board members. Meetings may be held at any predestined place or time to encourage Public Participation.

#### **ARTICLE VII - MONTANA CODE ANNOTATED**

The board is required to follow the Montana Code Annotated updated in 2023.

#### **ARTICLE VIII – REVISIONS AND APPROVAL**

##### **Section 1 – Amendments**

Amendments may be made to these Bylaws by a two-thirds majority vote of the Broadwater County Fair Board members present at a meeting or special meeting, provided notice of proposed changes were given to the Fair Board Members a minimum of thirty (30) days prior to the meeting. Once approved by the Fair Board, amendments will be reviewed for final approval by the Broadwater County Board of County Commissioners.

**Section 2 – Approval**

These bylaws have been revised and approved on \_\_\_\_\_ by the following Broadwater County Fair Board Members present:

Fair Board Members’ Names and Signatures:

Board of County Commissioners:

\_\_\_\_\_  
Sheila Stenzel, Chair                      Date

\_\_\_\_\_  
Debi Randolph, Chair                      Date

\_\_\_\_\_  
Karen Noyes, Vice Chair                      Date

\_\_\_\_\_  
Darrel Folkvord, Vice Chair                      Date

\_\_\_\_\_  
Valerie Hornsveld                      Date

\_\_\_\_\_  
Lindsey Richtmyer, Commissioner Date

\_\_\_\_\_  
Tayla Snapp                      Date

\_\_\_\_\_  
Lauren Reiser                      Date

Attest:

\_\_\_\_\_  
Angie Paulsen                      Date  
Broadwater County Clerk and Recorder

# MONTANA TEAMSTERS-CONTRACTORS/EMPLOYERS TRUST

TRUST ADMINISTRATIVE OFFICE: 2323 EASTLAKE AVENUE EAST • SEATTLE WA 98102-3305

PHONE: (866) 312-4593

FAX: (206) 726-3209

January 2024

## IMPORTANT NOTICE

TO: Employers Participating in Montana Teamsters-Contractors/Employers Trust  
Class 14 Health and Welfare Plan

FROM: Trust Administrative Office

RE: Contribution Rates Effective with April 2024 Hours (May 2024 payment)

In order to maintain the financial security of the Trust, the employer contribution rate for the Class 14 Health and Welfare Plan will be increased from the current \$1,448 per eligible per month (PEPM) to **\$1,477** PEPM **effective with payment for hours worked in April 2024**. Hours worked in April provide participant health and welfare coverage for May.

Cc:  
Teamsters Local 2  
Teamsters Local 190





Created Date 3/27/2024  
Quote Number 00022528  
Expiration Date 6/1/2024

ADAPCO, LLC d/b/a Azelis Agricultural & Environmental Solutions is pleased to provide the following quotation to:

Customer BROADWATER CO MCD

Product	Quantity	Unit of Packaging	Sales Price	Unit of Measure	Subtotal
ENVIRONMENTAL LIABILITY SURCHARGE	1.00	1 EA	USD 38.0000		USD 38.0000
OEQ A1 UTILITY RANGER 60GAL TANK	1.00		USD 8,593.7500	Each	USD 8,593.7500
VECTOBAC WDG (25 LB DR)	2.00	25 LB CN	USD 1,128.2500	Each	USD 2,256.5000
VLX VECTOLEX WDG (25 LB DR)	2.00	25 LB CN	USD 1,552.2500	Each	USD 3,104.5000
<b>Total Amount</b>					<b>USD 13,992.7500</b>

All prices quoted include freight to the final destination in the continental US. Terms Net 30 days, full Terms and Conditions can be found on our website, <https://azelisaes-us.com/terms-conditions/>. All invoices subject to a \$38 Environmental Liability Surcharge. Please feel free to visit our website at [www.azelisaes-us.com](http://www.azelisaes-us.com) to view labels and product information

Should you have any questions or immediate needs, please contact me at the number below. We appreciate the opportunity to offer this quote and look forward to hearing from you soon.

Regards,

Joe Iburg  
Technical Development Specialist  
Azelis A&ES  
joe.iburg@azelis.com  
(689) 777-4805

T 800 367 0659



**FOR ORGANIC PRODUCTION**

**ACTIVE INGREDIENT:**

*Bacillus thuringiensis*, subsp. *israelensis*, strain AM 65-52 fermentation solids, spores, and insecticidal toxins\* .... 37.4%  
 OTHER INGREDIENTS ..... 62.6%  
 TOTAL ..... 100.0%  
 \*Potency: 3000 International Toxic Units (ITU) per mg of product Equivalent to 1.36 billion ITU/lb of product.

The percent active ingredient does not indicate product performance and potency measurements are not Federally standardized.

EPA Reg. No. 73049-56

EPA Est. No. 33762-IA-001

List No. 60215

**INDEX:**

- 1.0 First Aid
- 2.0 Precautionary Statements
  - 2.1 Hazards to Humans and Domestic Animals
  - 2.2 Environmental Hazards
- 3.0 Directions for Use
- 4.0 Application Directions
- 5.0 Small Quantity Dilution Rates
- 6.0 Ground and Aerial Application
  - 6.1 Aerial Application
- 7.0 Storage and Disposal
- 8.0 Notice to User

**KEEP OUT OF REACH OF CHILDREN**

**CAUTION**

**1.0**

<b>FIRST AID</b>	
<b>If inhaled</b>	<ul style="list-style-type: none"> <li>• Move person to fresh air.</li> <li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth to mouth, if possible.</li> <li>• Call a poison control center or doctor for further treatment advice.</li> </ul>
<b>If in eyes</b>	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
<b>HOTLINE NUMBER</b>	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-892-0099 (24 hours) for emergency medical treatment and/or transportation emergency information. For all other information, call 1-800-89-VALENT (1-800-898-2536).	

**2.0 PRECAUTIONARY STATEMENTS**

**2.1 HAZARDS TO HUMANS AND DOMESTIC ANIMALS CAUTION**

Harmful if inhaled. Causes moderate eye irritation. Avoid breathing dust or spray mist. Avoid contact with eyes or clothing. Remove and wash contaminated clothing before reuse. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet.

Mixers/loaders and applicators not in enclosed cabs or aircraft must wear a NIOSH-approved particulate respirator with any N, P or R filter with NIOSH approval number prefix TC-84A or a NIOSH-approved powered air purifying respirator with an HE filter with NIOSH approval number prefix TC-21C. Repeated exposure to high concentrations of microbial proteins can cause allergic sensitization.

**2.2 Environmental Hazards**

Do not contaminate water when disposing of equipment washwater or rinsate.

**3.0 DIRECTIONS FOR USE**

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Do not apply directly to treated, finished drinking water reservoirs.

For use only by federal, state, tribal or local government officials responsible for public health or vector control, or by persons certified in the appropriate category or otherwise authorized by the state or tribal lead pesticide regulatory agency to perform mosquito control applications, or by persons under their direct supervision.

IN CALIFORNIA: This product is to be applied by County Health Department, State Department of Health Services, Mosquito and Vector Control or Mosquito Abatement District personnel, or persons under contract to these entities only. Do not apply this product through any type of irrigation system.

**4.0 APPLICATION DIRECTIONS**

Do not apply when wind speed favors drift beyond the area of treatment.

VectoBac® WDG Biological Larvicide Water Dispersible Granule (hereafter referred to as VectoBac WDG) is an insecticide for use against mosquito larvae.

**Mosquito Larvae Control in Urban and Rural Areas**

<b>Mosquito Habitat</b>	<b>Application Rate Range*</b>
Irrigation ditches, roadside ditches, flood water, standing pools, woodland pools, snow melt pools, pastures, catch basins, storm water retention areas, tidal water, salt marshes and rice fields.	1.75 - 7.0 oz/acre (50 - 200 g/acre) (125 - 500 g/ha)

Direct spray applications to sites where mosquitoes breed. These sites include tires and tire piles, potted plants, tree holes, garbage bins, cans, birdbaths, rain barrels, and other water-holding containers and small bodies of water such as personal rainwater catchment cisterns.

#### 4.0 APPLICATION DIRECTIONS (CONT'D)

##### Mosquito Habitat Applications Rate Range\*

Polluted water, such as sewage and animal waste lagoons	7.0 - 14.0 oz/acre (200 - 400 g/acre) (500 - 1000 g/ha)
---	---

Standing water, which contains mosquito larvae, in fields with growing crops (e.g., alfalfa, almonds, asparagus, corn, cotton, dates, grapes, peaches and walnuts) can be treated at the specified application rates.

\* Use higher application rate range in polluted water and when late 3rd and early 4th instar larvae predominate, mosquito populations are high, and/or algae are abundant.

#### 5.0 SMALL QUANTITY DILUTION RATES

For when small areas are to be treated, the table below can be used to determine application rates.

Gallons Spray Mixture/Acre  
(Ounces Needed per Gallon of Spray)

VectoBac WDG				
Rates in		Final concentration, ounces/gallon spray		
Ounces/Acre	Grams/A	10 Gal/A	25 Gal/A	50 Gal/A
1.75	50	0.175	0.07	0.04
3.5	100	0.35	0.14	0.07
7.0	200	0.7	0.28	0.14
14.0	400	1.4	0.565	0.28

#### 6.0 GROUND AND AERIAL APPLICATION (In Urban and Rural Areas)

VectoBac WDG may be applied using conventional ground or aerial application equipment with quantities of water sufficient to provide uniform coverage of the target area. For application, first add VectoBac WDG to water to produce a final spray mixture.

The amount of water will depend on weather, spray equipment, and mosquito habitat characteristics. For application, fill the mix tank or plane hopper with the desired quantity of water. Start the mechanical or manual agitation to provide moderate circulation of water before adding VectoBac WDG. Backpack and compressed air sprayers may be agitated by shaking after adding VectoBac WDG to the water in the sprayer. VectoBac WDG suspends readily in water and will stay suspended over normal application periods. Brief recirculation may be necessary if the spray mixture has sat for several hours or longer. Do not mix more VectoBac WDG than can be used in a 48-hour period. AVOID CONTINUOUS AGITATION OF THE SPRAY MIXTURE DURING SPRAYING.

For ground spraying, apply VectoBac WDG at a rate of 1.75 - 14 oz/acre (50 - 400 g/acre; 125-1000 g/ha) in 5 - 100 gallons of water per acre (47 - 950 liters/ha) using hand-pump, airblast, mist blower, or other spray equipment.

For aerial application, apply VectoBac WDG at a rate of 1.75 - 14 oz/acre (50 - 400 g/acre; 125-1000 g/ha) in 0.25 - 10 gallons of water per acre (2.4 - 93.5 liters/ha) through fixed wing or helicopter aircraft equipped with either conventional boom and nozzle systems or rotary atomizers to provide uniform coverage of the target area.

**Rinse and flush spray equipment thoroughly following each use.**

#### 6.1 Aerial Application

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment- and weather-related factors determine the potential for spray drift. The applicator and the treatment coordinator are responsible for considering all of these factors when making decisions..

#### 7.0 STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

**Pesticide Storage:** Store in cool [59 - 86°F (15 - 30°C)], dry place.

**Pesticide Disposal:** Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.

**Container Handling:** Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank, or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then, offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

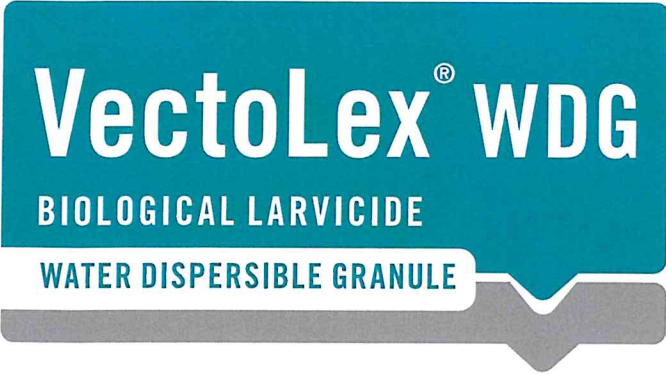
#### 8.0 NOTICE TO USER

To the extent consistent with applicable law, seller makes no warranty, express or implied, of merchantability, fitness or otherwise concerning use of this product other than as indicated on this label. To the extent consistent with applicable law, user assumes all risks of use, storage or handling not in accordance with accompanying directions.

VectoBac is a registered trademark of Valent BioSciences LLC.



870 TECHNOLOGY WAY  
LIBERTYVILLE, IL 60048 USA  
PH: 800-323-9597



# VectoLex<sup>®</sup> WDG

**BIOLOGICAL LARVICIDE**

**WATER DISPERSIBLE GRANULE**

**ACTIVE INGREDIENT:**

*Bacillus sphaericus* 2362, Serotype H5a5b, Strain ABTS 1743 fermentation solids, spores and insecticidal toxins ..... 51.2% w/w

**OTHER INGREDIENTS** ..... 48.8% w/w

**TOTAL** ..... 100.0% w/w

Potency: This product contains 650 BsITU/mg or 0.299 Billion BsITU/lb.

The percent active ingredient does not indicate product performance and potency measurements are not federally standardized.

EPA Reg. No. 73049-57

EPA Est. No. 33762-IA-001

List No. 60201

**INDEX:**

- 1.0 First Aid
- 2.0 Precautionary Statements
  - 2.1 Hazard to Humans and Domestic Animals
  - 2.2 Environmental Hazards
- 3.0 Directions for Use
  - 3.1 Chemigation
- 4.0 Storage and Disposal
- 5.0 Application Directions
- 6.0 Ground and Aerial Application
- 7.0 Notice to User

**KEEP OUT OF REACH OF CHILDREN  
CAUTION**

1.0

FIRST AID	
<b>If in eyes</b>	<ul style="list-style-type: none"> <li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li> <li>• Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye.</li> <li>• Call a poison control center or doctor for treatment advice.</li> </ul>
<b>If inhaled</b>	<ul style="list-style-type: none"> <li>• Move person to fresh air.</li> <li>• If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth if possible.</li> <li>• Call a poison control center or doctor for further treatment advice.</li> </ul>
HOT LINE NUMBER	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-877-315-9819 (24 hours) for emergency medical treatment and/or transport emergency information. For all other information, call 1-800-323-9597.	

**2.0 PRECAUTIONARY STATEMENTS**

**2.1 HAZARD TO HUMANS AND DOMESTIC ANIMALS CAUTION**

Causes moderate eye irritation. Harmful if inhaled. Avoid contact with eyes or clothing and breathing dust or spray mist. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove and wash contaminated clothing before reuse.

Mixer/loaders and applicators not in enclosed cabs or aircraft must wear a dust/mist filtering respirator meeting NIOSH standards of at least N-95, R-95, or P-95. Repeated exposure to high concentrations of microbial proteins can cause allergic sensitization.

**2.2 ENVIRONMENTAL HAZARDS**

Do not apply directly to treated, finished drinking water reservoirs or drinking water receptacles when the water is intended for human consumption.

**3.0 DIRECTIONS FOR USE**

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

**3.1 Chemigation**

Do not apply this product through any type of irrigation system.

**4.0 STORAGE AND DISPOSAL**

Do not contaminate water, food, or feed by storage or disposal.

**Pesticide Storage:** Store in cool [59-86°F (15-30°C)], dry place.

**Pesticide Disposal:** Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.

**Container Handling:** Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after flow begins to drip. Repeat this procedure two more times. Then, offer for recycling, if available or puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

**5.0 APPLICATION DIRECTIONS**

VectoLex<sup>®</sup> WDG Biological Larvicide Water Dispersible Granule (hereafter referred to as VectoLex WDG) is a selective microbial insecticide for use against mosquito larvae in a variety of habitats. VectoLex WDG can be applied to areas that contain fish, other aquatic life and plants. VectoLex WDG can be applied to areas used by or in contact with humans, pets, horses, livestock, birds, or wildlife.

Do not apply when wind speed favors drift beyond the area of treatment.

5.0 APPLICATION DIRECTIONS (Cont'd)

I. For control of mosquito larvae species\* in the following non-crop sites.

<u>Habitats</u>	<u>Application Rate Range</u>
<b>Wastewater:</b> Sewage effluent, sewage lagoons, oxidation ponds, septic ditches, animal waste lagoons, and impounded wastewater associated with fruit and vegetable processing	0.5-1.5 lbs/acre (8-24 oz/acre)
<b>Stormwater/Drainage Systems:</b> Storm sewers, catch basins, drainage ditches, retention ponds, detention ponds and seepage ponds	0.5-1.5 lbs/acre (8-24 oz/acre)
<b>Marine/Coastal Areas:</b> Salt marshes, mangroves, and estuaries	0.5-1.5 lbs/acre (8-24 oz/acre)
<b>Water Bodies:</b> Natural and manmade aquatic sites such as lakes, ponds, rivers, canals and streams	0.5-1.5 lbs/acre (8-24 oz/acre)
<b>Dormant Rice Fields:</b> Impounded water in dormant rice fields (For application only during the interval between harvest and preparation of the field for the next cropping cycle)	0.5-1.5 lbs/acre (8-24 oz/acre)

II. For control of mosquito larvae species\* in the following agricultural/crop sites where mosquito breeding occurs.

<u>Habitats</u>	<u>Rate Range</u>
Rice, pastures/hay fields, orchards, citrus groves and irrigated crops	0.5-1.5 lbs/acre (8-24 oz/acre)

Use higher rates (1-1.5 lbs/acre or 16-24 oz/acre) in areas where extended residual control is necessary, or in habitats having deep water or dense surface cover.

Apply uniformly by aerial or conventional ground equipment. Reapply as needed after 1-4 weeks.

\*Mosquito species effectively controlled by VectoLex WDG:

- Culex spp.*
- Aedes vexans*
- Ochlerotatus melanimon* (*Aedes melanimon*)
- Ochlerotatus stimulans* (*Aedes stimulans*)
- Ochlerotatus nigromaculis* (*Aedes nigromaculis*)
- Psorophora columbiae*
- Psorophora ferox*
- Ochlerotatus triseriatus* (*Aedes triseriatus*)
- Ochlerotatus sollicitans* (*Aedes sollicitans*)
- Anopheles quadrimaculatus*
- Coquillettidia perturbans*

6.0 GROUND AND AERIAL APPLICATION

VectoLex WDG may be applied using conventional ground or aerial application equipment with quantities of water sufficient to provide uniform coverage of the target area. For application, first add the VectoLex WDG to water to produce a final spray mixture. The amount of water will depend on weather, spray equipment, and mosquito habitat characteristics. For application, fill the mix tank or plane hopper with the desired quantity of water. **Start the mechanical or manual agitation to provide moderate circulation of water before adding the VectoLex WDG.** Backpack and compressed air sprayers may be agitated by shaking after adding VectoLex WDG to the water in the sprayer. VectoLex WDG suspends readily in water and will stay suspended over normal application periods. Brief recirculation may be necessary if the spray mixture has sat for several hours or longer. Do not mix more VectoLex WDG than can be used in a 48 hour period. AVOID CONTINUOUS AGITATION OF THE SPRAY MIXTURE DURING SPRAYING.

For ground application, apply 0.5-1.5 lbs or 8-24 oz (227-680 g) of VectoLex WDG in 5-100 gallons of water per acre using hand-pump, airblast, mist blower, or other spray equipment. For aerial application, apply 0.5-1.5 lbs or 8-24 oz (227-680 g) of VectoLex WDG per acre through fixed wing or helicopter aircraft equipped with either conventional boom and nozzle systems or rotary atomizers at a convenient dilution rate. For aerial application, apply 0.5-10 gal of the final spray mixture per acre to provide uniform coverage of the target area.

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment-and-weather-related factors determine the potential spray drift. The applicator and treatment coordinator are responsible for considering all these factors.

Rinse and flush spray equipment thoroughly following each use.

Amount of VectoLex WDG needed to treat small areas:

<u>Area To Treat</u>	<u>Application Rate of VectoLex WDG/Acre</u>		
	<u>0.5 lb (8 oz)</u>	<u>1 lb (16 oz)</u>	<u>1.5 lb (24 oz)</u>
1/4 Acre	0.125 lb (2 oz)	0.25 lb (4 oz)	0.375 lb (6 oz)
1/2 Acre	0.25 lb (4 oz)	0.5 lb (8 oz)	0.75 lb (12 oz)
10 Acres	5 lb (80 oz)	10 lb (160 oz)	15 lb (240 oz)
20 Acres	10 lb (160 oz)	20 lb (320 oz)	30 lb (480 oz)

7.0 NOTICE TO USER

To the extent consistent with applicable law, Seller makes no warranty, express or implied, of merchantability, fitness or otherwise concerning use of this product other than as indicated on this label. To the extent consistent with applicable law, User assumes all risks of use, storage or handling not in accordance with accompanying directions.

VectoLex is a registered trademark of Valent BioSciences Corporation.



**Lite Electric, INC**  
 PO Box 772  
 Townsend, MT 59644 US  
 +1 4065210584  
 lite5087@gmail.com

# Invoice

**BILL TO**  
 county Parks and Recreation  
 Townsend, MT 59644

**SHIP TO**  
 County Parks and Recreation  
 Townsend, MT 59644

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
6752	02/26/2024	\$1,292.55	03/27/2024	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Wire Gazebo at the skate park, Townsend, Mt			
	1 1/2" 90's	1 1/2" 90's	1	5.00	5.00T
	1 1/2" coupling	1 1/2" Coupling	2	2.00	4.00T
	ta, lockring, bushing	ta, lockring, bushing	2	4.00	8.00T
	45's	45's	1	3.00	3.00T
	2 pole 30 hl	2 Pole 30 HL	1	19.00	19.00T
	single pole 20 QO	Single Pole 20 QO	2	7.00	14.00T
	1 1/2" 2 hole straps	1 1/2" 2 Hole Straps	3	3.00	9.00T
	2 space panel	2 Space Panel	1	41.00	41.00T
	b-hub	B Hub	1	21.00	21.00T
	ground rods and clamps	Ground Rods & Clamps	1	22.00	22.00T
	#6 bare	#6 Bare	8	1.11	8.88T
	1/2" emt	1/2" EMT	50	1.11	55.50T
	1/2" coupling	1/2" Coupling	1	1.20	1.20T
	1/2" connectors	1/2" Connector	8	2.00	16.00T
	1 hole strap	1 Hole Strap	10	1.00	10.00T
	#12 thhn	#12 THHN	175	0.15	26.25T
	jelly jar	Jelly Jar Vapor lights	2	71.00	142.00T
	Services	Motion Sensor	1	48.00	48.00
	bell box	Bell Box	3	9.24	27.72T
	1/2" lb	1/2" LB	1	11.00	11.00T
	Labor	Drew 02/21/24	5	85.00	425.00T
	Labor	Cam 02/21/24	5	75.00	375.00T

Wire Gazebo at the skate park, Townsend, Mt

SUBTOTAL	1,292.55
TAX	0.00
TOTAL	1,292.55
BALANCE DUE	<b>\$1,292.55</b>

P.O. Box 722  
 Townsend, MT 59644  
 (406) 949-0282

TERMS: ALL ACCOUNTS DUE WITHIN 30 DAYS OF MONTH FOLLOWING PURCHASE. A FINANCE CHARGE OF 1 1/2% PER MONTH WILL BE CHARGED ON ALL OVERDUE BILLS. MINIMUM PENALTAGE 10%. IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN ATTORNEY AT LAW FOR COLLECTION, EITHER WITH OR WITHOUT SUIT, THE DEBTORS AGREE TO PAY A REASONABLE ATTORNEY'S FEE.

STOKES

10-7-2022

CASH SALE	CHARGE	NO. OF RECD	RECD ON ACCT	PAID OUT
1	RAIN BIRD SPRINKLER			
	TIE IN WHERE SKATE PARK			
	WAS INSTALLED			
	PARTS, SPRINKLERS, LABOR			4500,00
	DONATE			1500,00
	PAID			3,000
<b>TOTAL</b>				

Thank you!





Kanta Distribution (01)  
 130 Old Yellowstone Trail  
 Three Forks, MT 59752

# Payment Receipt

Order Number: 3026832	<b>Bill To</b>	<b>Ship To</b>
Order Type: Will Call - Cash	130 Old Yellowstone Trail	130 Old Yellowstone Trail
Customer: STOKE	130 OLD YELLOWSTONE TRAIL	130 OLD YELLOWSTONE TRAIL
Account Number: 486793	THREE FORKS, MT 59752	THREE FORKS, MT 59752
Customer PO:		
Entered By: CCROWE		
Ordered Date: 27-JUN-2023		

Line	Item	Description	Unit Price	Quantity	Extended Price
1.0	KV0501212TAM	2X12 SQUARE TAN IWR (KANTA)	\$2.2500	240	\$540.00
2.0	999020	PALLET	\$25.0000	2	\$50.00

Transaction Type	Name on Card	Card Number	Reference/Notes	Payment	Transaction Date
------------------	--------------	-------------	-----------------	---------	------------------

Sub Total: \$590.00  
 Tax: \$0.00  
 Charges: \$0.00  
  
 Total Owed: \$590.00  
 Total Paid: \$590.00  
 Balance Due: \$0.00

*Order # 1108  
 6/27/2023*

**Returns:** This sale is final. Customer must obtain Kanta's written authorization before returning any Goods. Authorized returns will be subject to a fifteen percent(15%) restocking charge. Non-stocked items, bagged items, natural stone and opened boxes of cultured stone cannot be returned. Items beginning with 'X-' are sold as-is and cannot be returned.



**Sod Works**  
 3835 MT Hwy 284  
 Townsend, MT. 59644

# Statement

Date
7/6/2023

To:
STOKE P.O. Box 1024 Townsend, MT 59644

		Amount Due	Amount Enc.		
		\$2,400.00			
Date	Transaction	Amount	Balance		
06/19/2023	Balance forward		0.00		
06/21/2023	INV #11449.	390.00	390.00		
	--- Wholesale Sod, 1,000 @ \$0.31 = 310.00				
	--- Wholesale Sod \$0.00				
	--- Pallet, 4 @ \$20.00 = 80.00				
06/28/2023	INV #11490.	1,320.00	1,710.00		
	--- Retail Sod, 4,000 @ \$0.29 = 1,160.00				
	--- Retail Sod \$0.00				
	--- Pallet, 12 @ \$20.00 = 240.00				
	--- Freight, 2 @ \$50.00 = 100.00				
	--- Freight, 2 @ \$50.00 = -100.00				
	--- Pallet, 4 @ \$20.00 = -80.00				
07/03/2023	INV #11517.	380.00	2,090.00		
	--- Retail Sod, 2,000 @ \$0.31 = 620.00				
	--- Pallet, 4 @ \$20.00 = 80.00				
	--- Pallet, 4 @ \$20.00 = -80.00				
	--- Pallet, 12 @ \$20.00 = -240.00				
07/05/2023	INV #11523.	310.00	2,400.00		
	--- Retail Sod, 1,000 @ \$0.31 = 310.00				
	--- Pallet, 2 @ \$20.00 = 40.00				
	--- Pallet, 2 @ \$20.00 = -40.00				
	<i>pd 7/19/2023 ck# 1113</i>				
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	2,400.00	0.00	0.00	0.00	\$2,400.00

Purchases made up to and including the close of our billing cycle are due and payable on the 15th of the following month. A FINANCE CHARGE may be imposed on amounts not paid in full by the end of billing cycle of the month following purchase. The FINANCE CHARGE is computed by a periodic rate of 1.5% PER MONTH which is an ANNUAL PERCENTAGE RATE of 18% applied to the previous balance without deducting current payments and /or credits appearing on your statement.



January 17, 2024

Nichole Brown, Community Development Director  
Broadwater County  
515 Broadway  
Townsend, MT 59644

**RE: Brady Storage Units Building for Rent or Lease Application**

Dear Nichole:

In accordance with the Broadwater County Building for Rent or Lease Application & Review Process and the January 6<sup>th</sup>, 2022 pre-application meeting with Jason Crawford, we are submitting the following for the County Consideration.

**Brady Storage Units Application Form:**

The application form, copy of the deed, and the title report are included in Exhibit A. A check in the amount of \$1,750 for the review fee has been sent separately from this submittal.

**Site Plan**

A site plan including the required information is included on Exhibit B.

**Existing and Proposed Buildings:**

The Brady Storage Units project is located at the Northeast corner at the intersection of Highway 287 and Old Town Road located 2 miles North of the I-90/Highway 287 interchange. There are no existing buildings in or around the area of the proposed project on the landowner's property. There will be six proposed buildings containing multiple units in each for storage purposes. The South building will be 50' x 360' (18,000 sq ft of ground coverage) consisting of twenty-four 15' x 50' units. The West building will be 50 ft x 75 ft (3,750 sq ft of ground coverage) consisting of five 50 ft X 15 ft units. The North building will be 30 ft X 200 ft (6,000 sq ft of ground coverage) consisting of thirty-six 10 ft X 15 ft units and twelve 5' x 10' units. The farthest North buildings will consist of three buildings that are all 15' x 80' (3,600 sq ft of total ground coverage) consisting of twenty 10' x 15' units and twelve 5' x 10' units.

**Proposed Water, Wastewater, and Solid Waste Disposal Facilities:**

There are no proposed water, wastewater, and solid waste disposal facilities intended to serve the buildings.

**Emergency Medical, Fire, and Law Enforcement Services:**

There are no proposed emergency medical, fire, or law enforcement services proposed to serve the buildings.

**Existing and Proposed Access:**

There is no existing access to the land where the project is proposed. There is one proposed access for entering and exiting traffic approximately 450 ft East of Highway 287 off of Old Town Rd. The approach is proposed to access the property to the North from Old Town Rd. Upon entry to the site, vehicles will be able to drive completely around the North building allowing access from all sides and will be able to drive on the North side of the South building allowing access from the front.

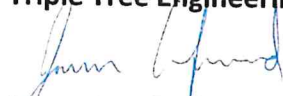
**Potential Significant Impacts:**

The land is currently dry agricultural pastureland so the impacts on the surrounding environment will be minimal with moderate building footprints and gravel as the roadway surface material. We do anticipate a small increase in traffic as a result of the project, but because there is no consistency to when the facility will experience traffic (tenants can come and go at anytime) we expect the impacts to be negligible. The storage units will provide a service to the surrounding residence.

Please call me at (406) 461-2115 if you have any questions or need additional information.

Sincerely,

**Triple Tree Engineering, Inc.**



Jason Crawford, P.E.



## EXHIBIT A

# Building for Rent or Lease Application

Broadwater County	<b>Office Use Only</b>
	Date: _____ Accepted by: _____ Fee: \$ _____ Cash/Check #: _____

**1. OWNER(S) OF RECORD:**

Name: Pat Brady (Brady Family Ranch Properties, LLC)

Mailing Address: 16 Interstate Dr.

City/State/Zip: Somersworth, NH 03878 Phone: (603) 781-6336

Email: pbrady@labeltechinc.com

**2. APPLICANT** *[person(s) authorized to represent the owner(s) of record and to whom copies of all correspondence is to be sent]:*

Name: Jason Crawford

Mailing Address: PO Box 162

City/State/Zip: Helena, MT 59635 Phone: (406) 461-2115

Email: jcrawford@tripletreemt.com

**3. LEGAL DESCRIPTION OF PROPERTY:**

Street Address: \_\_\_\_\_ Sec. No. 03 Township 02N Range 01E

Subdivision Name: \_\_\_\_\_ Tract No. \_\_\_\_\_ Lot No. \_\_\_\_\_ Block No. \_\_\_\_\_

Lot Size: \_\_\_\_\_ Acres/Square Feet (circle)

**4. DESCRIPTION OF PROPOSED USE** *[use separate sheets as necessary]:*

The owner is proposing to construct 6 buildings with a total of 109 units. The storage units would be located at the corner of Highway 287 and Old Town Road in the South end of Broadwater County.

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**6. CERTIFICATION**

I hereby certify under penalty of perjury and the laws of the State of Montana that the information submitted herein, on all other forms, documents, plans or any other information submitted as a part of this application to be true, complete, and accurate to the best of my knowledge. Should any information or representation submitted in connection with this application be incorrect or untrue, I understand any approval based thereon may be rescinded and other appropriate action taken. The signing of this application signifies approval for representatives of Broadwater County to be present on the property for routine monitoring and inspection during the review process.

 Manager Brady Family Ranch 1/16/24

Landowner Signature

 Patrick A. Brady 1/16/24

Date

Applicant Signature

Mgr Brady Family Ranch Date

After recording, return to:  
Rocky Mountain Title & Insured Closing Svcs., Inc.  
400 N. Park Avenue  
Helena, MT 59601

### WARRANTY DEED

**EUGENE R. GAUSS, JR, of P.O. Box 1329, Three Forks, Montana 59752-1329**, herein referred to as Grantor, whether one or more, in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS (\$1.00 o.v.c.), grants and warrants unto **BRADY FAMILY RANCH PROPERTIES, LLC, a Montana limited liability company, of \_\_\_\_\_**, herein referred to as Grantee, whether one or more, and Grantee's successors and assigns forever in the following real property in Broadwater County, Montana:

Township 2 North, Range 1 East, M.P.M., Broadwater County, Montana.

Section 2: Lot 4, SW1/4NW1/4, W1/2SW1/4

Section 3: Lots 1, 2, 3, 4, S1/2N1/2, S1/2, EXCEPTING THEREFROM a strip of land conveyed to the State of Montana Department of Transportation described by deed recorded in Book 82 of Micro., page 187, AND EXCEPTING that portion of land conveyed to Vigilante Electric Cooperative, Inc., described by deed recorded in Book 112 of Micro., page 230, Certificate of Survey recorded in Book 2 of Plats, page 222, AND EXCEPTING that portion of land conveyed to the State of Montana Department of Transportation described by bargain and sale deed recorded in Book 141 of Micro., page 899, AND FURTHER EXCEPTING that portion of land as shown on Certificate of Survey recorded in Book 2 of Plats, page 370.

Section 10: All, EXCEPT those portions of land conveyed to Radersburg Railroad Company described in deed recorded in Book 23 of Deeds, page 135, AND EXCEPTING those portions of land described in Certificate of Survey recorded in Book 8, page 661, AND EXCEPTING that portion of land conveyed to the State of Montana Department of Transportation described by bargain and sale deed recorded in Book 141 of Micro., page 899, AND FURTHER EXCEPTING a parcel of land described in Certificate of Survey recorded in Book 2 of Plats, page 370.

Section 11: W1/2 EXCEPTING THEREFROM those portions of land described in Certificate of Survey recorded in Book 8, page 661, AND FURTHER EXCEPTING a parcel of land described in Certificate of Survey recorded in Book 2 of Plats, page 370.

Township 3 North, Range 1 East, M.P.M., Broadwater County, Montana.

Section 26: S1/2

Section 27: All those portions of the E1/2, SW1/4, N1/2NW1/4, SE1/4NW1/4 lying East of U.S.



Highway No. 10N, EXCEPTING THEREFROM those portions of land conveyed to the State of Montana Department of Transportation described by Bargain and Sale Deed recorded in Book 82 of Micro., page 187.

Section 34: All that part lying East of U.S. Highway No. 10N, EXCEPTING THEREFROM those portions of land conveyed to the State of Montana Department of Transportation described by Bargain and Sale Deed recorded in Book 82 of Micro., page 187.

Section 35: All

Deed Reference: Book 138 of Micro., page 452.

**TOGETHER WITH** all tenements, hereditaments and appurtenances thereto, and all reversions and remainders, and all rents, issues and profits thereof, and all right, title and interest of the Grantor therein, including easements and rights-of-way for access and utilities shown on the public records or plats filed or recorded with the Clerk and Recorder of Broadwater County, Montana, if any.

**SUBJECT TO THE EFFECT OF:**

(a) easements, covenants (including protective or restrictive covenants, and amendments thereto, if any), improvement agreements, resolutions, conditions, restrictions and rights-of-way shown or indicated in the public records or plats filed or recorded in the office of the County Clerk and Recorder of Broadwater County, Montana, or which may be ascertained from a visual inspection of the land, including ditch and utility rights-of-way and easements;

(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims of title to water, claims to all minerals in or under said land including, but not limited to metals, oil, gas, coal, other hydrocarbons, sand gravel or other common variety materials, stone, mineral rights, mining rights, and easement rights, or other matters relating thereto, whether expressed or implied and whether or not shown by the public records;

(c) taxes and other governmental charges and assessments accrued or imposed after the date hereof, which Grantee assumes and agrees to pay as of the date hereof; and,

(d) zoning ordinances and land use restrictions, if any.

**TO HAVE AND TO HOLD** all and singular the said premises together with tenements, hereditaments and appurtenances unto the Grantee, and Grantee's successors and assigns forever.

**TOGETHER WITH** the usual covenants of warranty set forth in Section 30-11-110, Montana Code Annotated.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of October, 2020.

\_\_\_\_\_  
EUGENE R. GAUSS JR.

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of October, 2020, by Eugene R. Gauss Jr.

(SEAL):

\_\_\_\_\_  
Notary Public for the State of Montana

# REALTY TRANSFER CERTIFICATE

**Confidential Tax Document:** The information contained in this certificate is confidential by Montana law. Unauthorized disclosure of this information is a criminal offense, 15-7-308, MCA.

GEOCODE(S) \_\_\_\_\_  
ASSESSMENT CODE: \_\_\_\_\_

The Department of Revenue will change the name on ownership records used for the assessment and taxation of real property when this form is fully completed and signed by the preparer. (Please read the attached instructions on page 1 for assistance in completing and filing this form.)

Montana law requires this form be completed and may impose up to a \$500 penalty for failure to file a Realty Transfer Certificate (15-7-304, 15-7-305 and 15-7-310, MCA)

**PART 1 - DATE OF TRANSFER (SALE)**  
(MM/DD/YYYY)

**PART 2 - PARTIES** Please complete this section in full; if additional space is required, please attach a separate page

<b>Seller (Grantor)</b> Name <u>Eugene R. Gauss, Jr.</u> Mailing Address <u>P.O. Box 1329</u> (Permanent) City <u>Three Forks</u> ST <u>MT</u> Zip <u>59752</u> Seller Principal Residence <input type="checkbox"/> Yes <input type="checkbox"/> No	Enter the last 4 digits of the SSN or FEIN SSN <u>XXX - XX -</u> SSN <u>XXX - XX -</u> FEIN <u>XX - XXX</u> Daytime Phone <u>(406) 600-7589</u> Email Address <u>ggauss@ajsackett.com</u>	Main Geocode Assessor Code or Parcel #
<b>Buyer (Grantee)</b> Name <u>Brady Family Ranch Properties, LLC</u> Mailing Address _____ (Permanent) City _____ ST _____ Zip _____ Buyer Principal Residence <input type="checkbox"/> Yes <input type="checkbox"/> No Mailing Address _____ For Tax Notice _____ (If different) City _____ ST _____ Zip _____	SSN <u>XXX - XX -</u> SSN <u>XXX - XX -</u> FEIN <u>XX - XXX</u> Daytime Phone _____ Email Address _____	
	Transfer to Trustee, Custodian, or other Representative: Trust FEIN <u>XX - XXX</u> Minor SSN <u>XXX - XXX -</u>	

**PART 3 - PROPERTY DESCRIPTION** Please complete fully; if additional space is required, please attach a separate page.

Legal Description \_\_\_\_\_ Attachment   
Add/Sub \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_  
County \_\_\_\_\_ City/Town \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

**PART 4 - DESCRIPTION OF TRANSFER** Please complete fully, more than one may apply.

Sale  Gift  Barter  Nominal or no consideration  Part of 1031 or 1033 exchange  
 Transfer is subject to a reserved life estate  Transfer on Death deed  
Distressed sales:  Sheriff's deed  Trustee's deed  Deed in lieu of foreclosure  Short sale  Other  
Transfer by Operation of Law  
 Termination of joint tenancy by death  Termination of life estate by death  Court order or decree (except sheriff's sale)  Merger, consolidation, or other business entity reorganization

**PART 5 - EXCEPTIONS FROM PROVIDING SALES PRICE INFORMATION** Please complete fully, more than one may apply.

Transfer between husband/wife or parent/child for nominal consideration  
 Termination of joint tenancy by death  
 Transfer to a revocable living trust  
 Gift  
 Correction, modification, or supplement of previously recorded instrument, no additional consideration  
 Merger, consolidation or reorganization of business entity  
 Land currently classified as agricultural land and for continued use for agricultural purposes (15-7-307, MCA)  
 Transfer made in contemplation of death without consideration  
 Transfer of property of a decedent's estate  
 Transfer pursuant to court decree (except sheriff's sale)  
 Termination of life estate by death  
 Transfer by government agency  
 Tax deed  
 Land currently classified as forestland and for continued use for producing timber (15-7-307, MCA)

**PART 6 - SALE PRICE INFORMATION** Please complete fully, more than one may apply.

Actual Sale Price \$ \_\_\_\_\_  
Financing:  Cash  FHA  VA  Contract  Other  
Terms:  New loan OR  Assumption of existing loan  
Value of personal property included in sale \$ \_\_\_\_\_  
Value of inventory included in sale \$ \_\_\_\_\_  
Value of licenses included in sale \$ \_\_\_\_\_  
Value of good will included in sale \$ \_\_\_\_\_  
Was an SID payoff included in the sale price?  Yes  No  
Did the buyer assume an SID?  Yes  No  
Amount of SID paid or assumed: \$ \_\_\_\_\_  
Was a mobile home included in the sale?  Yes  No

**PART 7 - WATER RIGHT DISCLOSURE** Disclosure is only applicable to the property identified in PART 3 above.

A. Property is served by a public water supply, i.e., city, irrigation district, or water district provides water.  B. Seller has no water rights on record with DNRC to transfer.  C. Seller is transferring ALL water rights on record with DNRC to the Buyer.  D. Seller is dividing or exempting (reserving) water rights. Seller must file Water Right Update form.

Seller (Grantor) Signature \_\_\_\_\_ Date \_\_\_\_\_

**PART 8 - PREPARER INFORMATION** Preparer's signature is required.

Signature Charlotte Chonko Mailing Address 2066 Stadium Drive, Suite 101  
Name/Title Charlotte Chonko / McLean, Younkin & Willett, PLLC City Bozeman State MT Zip 59715  
(please print) Daytime Phone (406) 582-0027

**Clerk and Recorder Use Only**

Recording Information: Document No. \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ Date \_\_\_\_\_  
Department of Revenue Copy Page 3

RTC EXHIBIT A

Township 2 North, Range 1 East, M.P.M., Broadwater County, Montana.

Section 2: Lot 4, SW1/4NW1/4, W1/2SW1/4

Section 3: Lots 1, 2, 3, 4, S1/2N1/2, S1/2, EXCEPTING THEREFROM a strip of land conveyed to the State of Montana Department of Transportation described by deed recorded in Book 82 of Micro., page 187, AND EXCEPTING that portion of land conveyed to Vigilante Electric Cooperative, Inc., described by deed recorded in Book 112 of Micro., page 230, Certificate of Survey recorded in Book 2 of Plats, page 222, AND EXCEPTING that portion of land conveyed to the State of Montana Department of Transportation described by bargain and sale deed recorded in Book 141 of Micro., page 899, AND FURTHER EXCEPTING that portion of land as shown on Certificate of Survey recorded in Book 2 of Plats, page 370.

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Township 3 North, Range 1 East, M.P.M., Broadwater County, Montana.

Section 26: S1/2

Section 27: All those portions of the E1/2, SW1/4, N1/2NW1/4, SE1/4NW1/4 lying East of U.S. Highway No. 10N, EXCEPTING THEREFROM those portions of land conveyed to the State of Montana Department of Transportation described by Bargain and Sale Deed recorded in Book 82 of Micro., page 187.

Section 34: All that part lying East of U.S. Highway No. 10N, EXCEPTING THEREFROM those portions of land conveyed to the State of Montana Department of Transportation described by Bargain and Sale Deed recorded in Book 82 of Micro., page 187.

Section 35: All

Deed Reference: Book 138 of Micro., page 452.

# REALTY TRANSFER CERTIFICATE

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GEOCODE(S) \_\_\_\_\_  
ASSESSMENT CODE: \_\_\_\_\_

The Department of Revenue will change the name on ownership records used for the assessment and taxation of real property when this form is fully completed and signed by the preparer. (Please read the attached instructions on page 1 for assistance in completing and filing this form.)

Montana law requires this form be completed and may impose up to a \$500 penalty for failure to file a Realty Transfer Certificate (15-7-304, 15-7-305 and 15-7-310, MCA)

## PART 1 - DATE OF TRANSFER (SALE)

(MM/DD/YYYY)

## PART 2 - PARTIES Please complete this section in full; if additional space is required, please attach a separate page

**Seller (Grantor)**  
Name Eugene R. Gauss, Jr.  
Mailing Address P.O. Box 1329  
(Permanent)  
City Three Forks ST MT Zip 59752  
Seller Principal Residence  Yes  No

**Buyer (Grantee)**  
Name Brady Family Ranch Properties, LLC  
Mailing Address \_\_\_\_\_  
(Permanent)  
City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_  
Buyer Principal Residence  Yes  No  
Mailing Address \_\_\_\_\_  
For Tax Notice \_\_\_\_\_  
(If different) City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

## PART 3 - PROPERTY DESCRIPTION Please complete fully; if additional space is required, please attach a separate page.

Legal Description \_\_\_\_\_ Attachment   
Add/Sub \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_  
County \_\_\_\_\_ City/Town \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

## PART 4 - DESCRIPTION OF TRANSFER Please complete fully, more than one may apply.

Sale  Gift  Barter  Nominal or no consideration  Part of 1031 or 1033 exchange  
 Transfer is subject to a reserved life estate  Transfer on Death deed  
Distressed sales:  Sheriff's deed  Trustee's deed  Deed in lieu of foreclosure  Short sale  Other  
**Transfer by Operation of Law**  
 Termination of joint tenancy by death  Termination of life estate by death  Court order or decree (except sheriff's sale)  Merger, consolidation, or other business entity reorganization

## PART 5 - EXCEPTIONS FROM PROVIDING SALES PRICE INFORMATION Please complete fully, more than one may apply.

Transfer between husband/wife or parent/child for nominal consideration  Transfer made in contemplation of death without consideration  
 Termination of joint tenancy by death  Transfer of property of a decedent's estate  
 Transfer to a revocable living trust  Transfer pursuant to court decree (except sheriff's sale)  
 Gift  Termination of life estate by death  
 Correction, modification, or supplement of previously recorded instrument, no additional consideration  Transfer by government agency  
 Merger, consolidation or reorganization of business entity  Tax deed  
 Land currently classified as agricultural land and for continued use for agricultural purposes (15-7-307, MCA)  Land currently classified as forestland and for continued use for producing timber (15-7-307, MCA)

## PART 6 - SALE PRICE INFORMATION Please complete fully, more than one may apply.

Actual Sale Price \$ \_\_\_\_\_ Value of good will included in sale \$ \_\_\_\_\_  
Financing:  Cash  FHA  VA  Contract  Other  
Terms:  New loan OR  Assumption of existing loan  
Value of personal property included in sale \$ \_\_\_\_\_  
Value of inventory included in sale \$ \_\_\_\_\_  
Value of licenses included in sale \$ \_\_\_\_\_  
Was an SID payoff included in the sale price?  Yes  No  
Did the buyer assume an SID?  Yes  No  
Amount of SID paid or assumed: \$ \_\_\_\_\_  
Was a mobile home included in the sale?  Yes  No

## PART 7 - WATER RIGHT DISCLOSURE Disclosure is only applicable to the property identified in PART 3 above.

A. Property is served by a public water supply, i.e., city, irrigation district, or water district provides water.  B. Seller has no water rights on record with DNRC to transfer.  C. Seller is transferring ALL water rights on record with DNRC to the Buyer.  D. Seller is dividing or exempting (reserving) water rights. Seller must file Water Right Update form.

X Seller (Grantor) Signature \_\_\_\_\_ Date \_\_\_\_\_

## PART 8 - PREPARER INFORMATION Preparer's signature is required.

X Signature Charlotte Chonko Mailing Address 2066 Stadium Drive, Suite 101  
Name/Title Charlotte Chonko / McLean, Younkin & Willett, PLLC City Bozeman State MT Zip 59715  
(please print) Daytime Phone (406) 582-0027

## Clerk and Recorder Use Only

Recording Information: Document No. \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Seller Copy

**ROCKY MOUNTAIN TITLE & INSURED CLOSING SVCS., INC.**

**STATEMENT OF SETTLEMENT FOR BORROWER(S)**

PROPERTY ADDRESS: Copper City Ranch, Three Forks, MT 59752

BORROWER(S): Brady Family Ranch Properties, LLC, a Montana Limited Liability Company

SELLER(S): Eugene R. Gauss Jr.

SETTLEMENT DATE: October 28, 2020

DISBURSED: October 28, 2020

PRORATION DATE: October 28, 2020

**LEGAL DESCRIPTION:**

Township 2 North, Range 1 East, M.P.M., Broadwater County, Montana.

Section 2: Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 3: Lots 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$ , EXCEPTING THEREFROM a strip of land conveyed to the State of Montana Department of Transportation described by deed recorded in Book 82 of Micro., page 187, AND EXCEPTING that portion of land conveyed to Vigilante Electric Cooperative, Inc., described by deed recorded in Book 112 of Micro., page 230, Certificate of Survey recorded in Book 2 of Plats, page 222, AND EXCEPTING that portion of land conveyed to the State of Montana Department of Transportation described by bargain and sale deed recorded in Book 141 of Micro., page 899, AND FURTHER EXCEPTING that portion of land as shown on Certificate of Survey recorded in Book 2 of Plats, page 275, AND FURTHER EXCEPTING a parcel of land described in Certificate of Survey recorded in Book 2 of Plats, page 370.

Section 10: All, EXCEPT those portions of land conveyed to Radersburg Railroad Company described in deed recorded in Book 23 of Deeds, page 135, AND EXCEPTING those portions of land described in Certificate of Survey recorded in Book 8, page 661, AND EXCEPTING that portion of land conveyed to the State of Montana Department of Transportation described by bargain and sale deed recorded in Book 141 of Micro., page 899, AND FURTHER EXCEPTING a parcel of land described in Certificate of Survey recorded in Book 2 of Plats, page 370.

Section 11: W $\frac{1}{2}$  EXCEPTING THEREFROM those portions of land described in Certificate of Survey recorded in Book 8, page 661, AND FURTHER EXCEPTING a parcel of land described in Certificate of Survey recorded in Book 2 of Plats, page 370.

Township 3 North, Range 1 East, M.P.M., Broadwater County, Montana.

Section 26: S $\frac{1}{2}$

Section 27: All those portions of the E $\frac{1}{2}$ , SW $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$  lying East of U.S. Highway No. 10N, EXCEPTING THEREFROM those portions of land conveyed to the State of Montana Department of Transportation described by Bargain and Sale Deed recorded in Book 82 of Micro., page 187.

Section 34: All that part lying East of U.S. Highway No. 10N, EXCEPTING THEREFROM those portions of land conveyed to the State of Montana Department of Transportation described by Bargain and Sale Deed recorded in Book 82 of Micro., page 187.

Section 35: All

Deed Reference: Book 138 of Micro., page 452.

		DEBIT	CREDIT
Sale Price of Property		4,000,000.00	
County Taxes	10/28/20 to 01/01/21	61.83	
County Taxes	10/28/20 to 01/01/21	1,529.20	
Deposit			100,000.00
Title - Lender's Title Insurance	to Rocky Mountain Title & Insured Closing Svcs	40.00	
Title-Settlement Fee	to Rocky Mountain Title & Insured Closing Svcs	2,037.50	
Recording Fees	to Rocky Mountain Title & Insured Closing Svcs	14.00	
Water Right Transfer	to DNRC	25.00	
<b>Subtotals</b>		<b>\$ 4,003,707.53</b>	<b>\$ 100,000.00</b>
Balance Due FROM Borrower			<b>\$ 3,903,707.53</b>
<b>TOTALS</b>		<b>\$ 4,003,707.53</b>	<b>\$ 4,003,707.53</b>

The above figures do not include sales or use taxes on personal property

**APPROVED and ACCEPTED**

BORROWER(S):

Brady Family Ranch Properties, LLC.

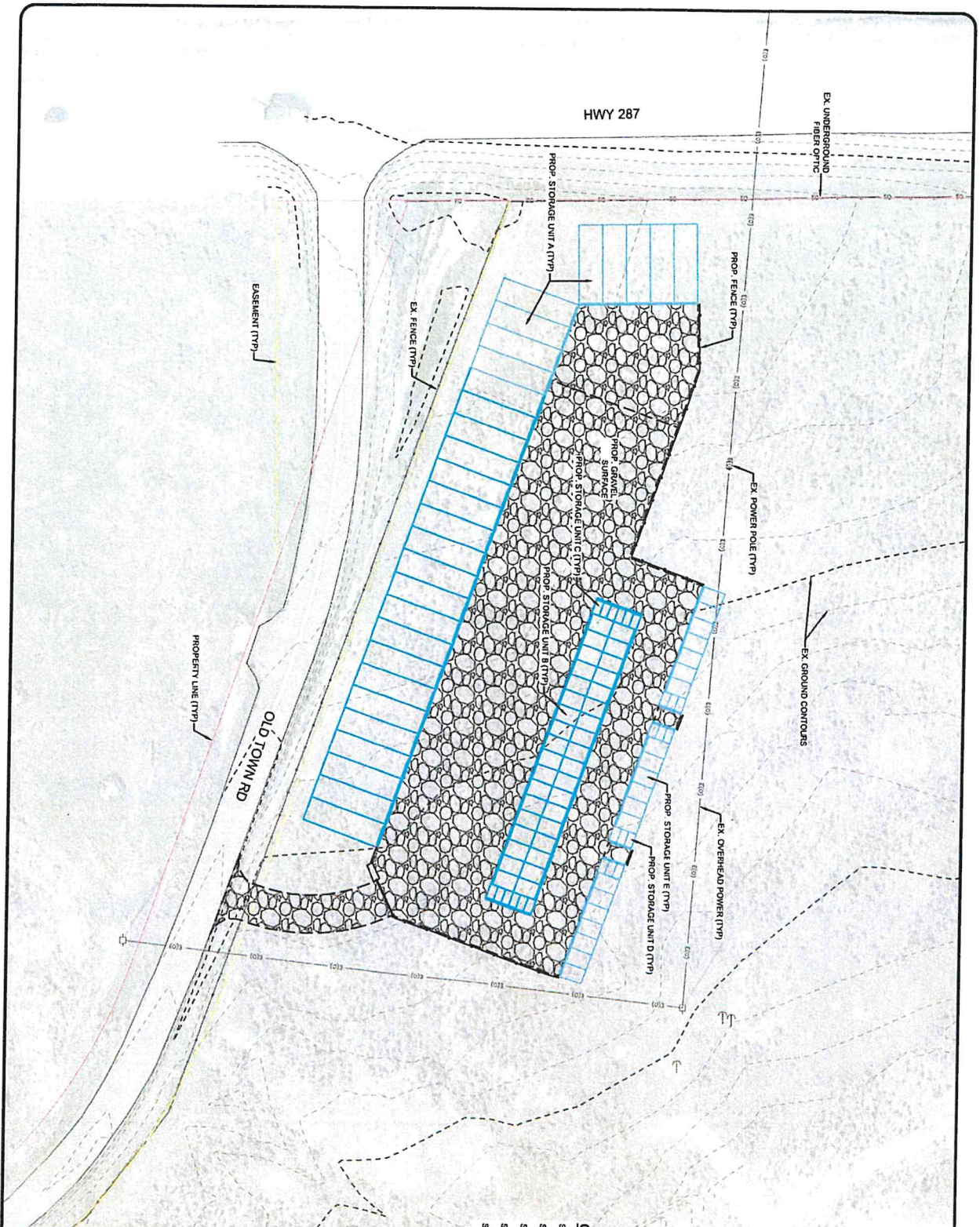
BY: \_\_\_\_\_

ESCROW AGENT:

\_\_\_\_\_  
ROCKY MOUNTAIN TITLE & INSURED CLOSING SVCS

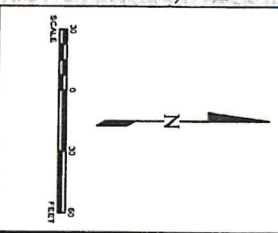


## EXHIBIT B



- CONSTRUCTION NOTES**
- Storage Unit A: 10' x 10'
  - Storage Unit B: 10' x 15'
  - Storage Unit C: 5' x 10'
  - Storage Unit D: 5' x 10'
  - Storage Unit E: 10' x 15'

PRELIMINARY  
NOT FOR  
CONSTRUCTION



Jan 02, 2024 - 3:20pm - P:\Broadwater County\21-81\_Brady Storage Units\Design\CADD\Exhibits\Application (Building for Lease or Rent)\21-81\_SitePlan.dwg

**BRADY STORAGE UNITS**  
PAT BRADY  
BROADWATER COUNTY  
Site Plan

PROJECT #	20-54
DRAFTED BY	INITAL
CHECKED BY	INITAL
DATE	01/02/2024

REVISIONS	
DATE	DESCRIPTION

1





February 21, 2024

Nichole Brown, Community Development Director  
Broadwater County  
515 Broadway  
Townsend, MT 59644

**RE: Brady Storage Units Building for Rent or Lease Application**

Dear Nichole:

This letter is in response to your element incomplete from February 16<sup>th</sup>, 2024, for the Brady Storage Units. Please reference the bold responses for each item below:

1. The Warranty Deed is not signed or recorded, therefore I am unable to determine the validity. (Item #6-A-1-ii-a Buildings for Lease of Rent Application)

**Exhibit A includes the filed Warranty Deed.**

2. Evidence of the landowner's title and interest in the land for which the application is being made. The statement of Settlement for Borrowers is included, but is not signed and therefore I am unable to determine the validity of this document. (Item #6-A-1-ii-b Buildings for Lease or Rent Application)

**Exhibit B includes the filed Mortgage, Assignment of Rents, Security Agreement and Fixture Filing document.**

3. Property Boundaries are not provided (Item #6-A-1-ii-c-II Buildings for Lease or Rent Application)

**Exhibit C includes the vicinity map showing the property boundary.**

4. The location of existing and proposed buildings or structures on the subject property; specifically, the existing structures are not provided (Item #6-A-1-ii-c-VII Buildings for Lease or Rent Application)

**Exhibit C includes the vicinity map showing existing structures on the property.**

# TRIPLE TREE ENGINEERING



Please call me at (406) 461-2115 if you have any questions or need additional information.

Sincerely,

**Triple Tree Engineering, Inc.**

A handwritten signature in blue ink that reads "Jason Crawford". The signature is written in a cursive style and is positioned above the printed name.

Jason Crawford, P.E.



# EXHIBIT A

After recording, return to:  
Rocky Mountain Title & Insured Closing Svcs., Inc.  
400 N. Park Avenue  
Helena, MT 59601

187301 Fee: \$ 21.00 Bk 214 Pg 670  
BROADWATER COUNTY Recorded 10/30/2020 at 01:09 PM  
Douglas D. Ellis, Clerk and Recorder By Annr Deputy  
Return to: Rocky Mountain Title Co  
400 N Park Ave Suite 200, Helena, Montana 59624

### WARRANTY DEED

**EUGENE R. GAUSS, JR, of P.O. Box 1329, Three Forks, Montana 59752-1329,** herein referred to as Grantor, whether one or more, in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS (\$1.00 o.v.c.), grants and warrants unto **BRADY FAMILY RANCH PROPERTIES, LLC, a Montana limited liability company, of P.O. Box 616, Three Forks, MT 59752,** herein referred to as Grantee, whether one or more, and Grantee's successors and assigns forever in the following real property in Broadwater County, Montana:

Township 2 North, Range 1 East, M.P.M., Broadwater County, Montana.

Section 2: Lot 4, SW1/4NW1/4, W1/2SW1/4

Section 3: Lots 1, 2, 3, 4, S1/2N1/2, S1/2, EXCEPTING THEREFROM a strip of land conveyed to the State of Montana Department of Transportation described by deed recorded in Book 82 of Micro., page 187, AND EXCEPTING that portion of land conveyed to Vigilante Electric Cooperative, Inc., described by deed recorded in Book 112 of Micro., page 230, Certificate of Survey recorded in Book 2 of Plats, page 222, AND EXCEPTING that portion of land conveyed to the State of Montana Department of Transportation described by bargain and sale deed recorded in Book 141 of Micro., page 899, AND FURTHER EXCEPTING that portion of land as shown on Certificate of Survey recorded in Book 2 of Plats, page 370.

Section 10: All, EXCEPT those portions of land conveyed to Radersburg Railroad Company described in deed recorded in Book 23 of Deeds, page 135, AND EXCEPTING those portions of land described in Certificate of Survey recorded in Book 8, page 661, AND EXCEPTING that portion of land conveyed to the State of Montana Department of Transportation described by bargain and sale deed recorded in Book 141 of Micro., page 899, AND FURTHER EXCEPTING a parcel of land described in Certificate of Survey recorded in Book 2 of Plats, page 370.

Section 11: W1/2 EXCEPTING THEREFROM those portions of land described in Certificate of Survey recorded in Book 8, page 661, AND FURTHER EXCEPTING a parcel of land described in Certificate of Survey recorded in Book 2 of Plats, page 370.

Township 3 North, Range 1 East, M.P.M., Broadwater County, Montana.

Section 26: S1/2

Section 27: All those portions of the E1/2, SW1/4, N1/2NW1/4, SE1/4NW1/4 lying East of U.S.

Highway No. 10N, EXCEPTING THEREFROM those portions of land conveyed to the State of Montana Department of Transportation described by Bargain and Sale Deed recorded in Book 82 of Micro., page 187.

Section 34: All that part lying East of U.S. Highway No. 10N, EXCEPTING THEREFROM those portions of land conveyed to the State of Montana Department of Transportation described by Bargain and Sale Deed recorded in Book 82 of Micro., page 187.

Section 35: All

Deed Reference: Book 138 of Micro., page 452.

**TOGETHER WITH** all tenements, hereditaments and appurtenances thereto, and all reversions and remainders, and all rents, issues and profits thereof, and all right, title and interest of the Grantor therein, including easements and rights-of-way for access and utilities shown on the public records or plats filed or recorded with the Clerk and Recorder of Broadwater County, Montana, if any.

**SUBJECT TO THE EFFECT OF:**

(a) easements, covenants (including protective or restrictive covenants, and amendments thereto, if any), improvement agreements, resolutions, conditions, restrictions and rights-of-way shown or indicated in the public records or plats filed or recorded in the office of the County Clerk and Recorder of Broadwater County, Montana, or which may be ascertained from a visual inspection of the land, including ditch and utility rights-of-way and easements;

(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims of title to water, claims to all minerals in or under said land including, but not limited to metals, oil, gas, coal, other hydrocarbons, sand gravel or other common variety materials, stone, mineral rights, mining rights, and easement rights, or other matters relating thereto, whether expressed or implied and whether or not shown by the public records;

(c) taxes and other governmental charges and assessments accrued or imposed after the date hereof, which Grantee assumes and agrees to pay as of the date hereof; and,

(d) zoning ordinances and land use restrictions, if any.

**TO HAVE AND TO HOLD** all and singular the said premises together with tenements, hereditaments and appurtenances unto the Grantee, and Grantee's successors and assigns forever.

**TOGETHER WITH** the usual covenants of warranty set forth in Section 30-11-110, Montana Code Annotated.

IN WITNESS WHEREOF, this instrument is executed this 28 day of October, 2020.

*Eugene R. Gauss Jr.*

\_\_\_\_\_  
EUGENE R. GAUSS JR.

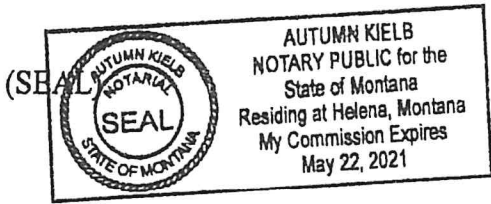
STATE OF MONTANA )

County of Lewis & Clark :SS

This instrument was acknowledged before me on the 28 day of October, 2020, by Eugene R. Gauss Jr.

*Autumn Kielb*

\_\_\_\_\_  
Notary Public for the State of Montana





**EXHIBIT B**

187302 Fee: \$ 147.00 Bk 214 Pg 673  
BROADWATER COUNTY Recorded 10/30/2020 at 01:09 PM  
Douglas D. Ellis, Clerk and Recorder By Annr Deputy  
Return to: Rocky Mountain Title Co  
400 N Park Ave Suite 200, Helena, Montana 59624

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Document Retention  
Bank of America, N.A.  
NC1-001-05-13  
One Independence Center  
101 North Tryon St.  
Charlotte, North Carolina 28255-0001

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Space above this line for Recorder's Use

**MORTGAGE, ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING**

This Mortgage, dated effective as of October 29, 2020, is given by **BRADY FAMILY RANCH PROPERTIES, LLC**, a Montana limited liability company, as mortgagor ("Mortgagor"), to **BANK OF AMERICA, N.A.**, a national banking association, as mortgagee ("Mortgagee").

1. GRANT.

1.1 The Property. For the purpose of securing payment and performance of the Secured Obligations defined in Section 2 below, Mortgagor hereby irrevocably and unconditionally grants, mortgages, conveys, transfers and assigns to Mortgagee, upon the statutory mortgage condition for breach of which this Mortgage is subject to foreclosure as provided by law, with mortgage covenants and right of entry and possession, all estate, right, title and interest which Mortgagor now has or may later acquire in the following property (all or any part of such property, or any interest in all or any part of it, together with the Personalty (as hereinafter defined) being hereinafter collectively referred to as the "Property"):

(a) The real property located in the County of Broadwater, State of Montana, as described in Exhibit A hereto (the "Land");

(b) All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the Land, and all apparatus and equipment now or hereafter attached in any manner to the Land or any building on the Land, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "Improvements");

(c) All easements and rights of way appurtenant to the Land; all crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all



development rights or credits and air rights; all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Land;

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

(e) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Mortgagee, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or the other property described above or any part of them; and

(f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

1.2 Fixture Filing. This Mortgage constitutes a financing statement filed as a fixture filing under the Montana Uniform Commercial Code, as amended or recodified from time to time, covering any Property which now is or later may become a fixture attached to the Land or any building located thereon.

## 2. THE SECURED OBLIGATIONS.

2.1 Purpose of Securing. Mortgagor makes the grant, conveyance, transfer and assignment set forth in Section 1, makes the irrevocable and absolute assignment set forth in Section 3, and grants the security interest set forth in Section 4, all for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose:

(a) Payment of all obligations of BRADY FAMILY RANCH PROPERTIES, LLC, a Montana limited liability company ("Obligor") to Mortgagee arising under the following instrument(s) or agreement(s) (collectively, the "Debt Instrument"):

(i) A promissory note dated as of October 29, 2020, payable by Obligor as maker in the stated principal amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) to the order of Mortgagee.

(ii) A certain Real Estate Loan Agreement dated as of October 29, 2020, between Obligor and Mortgagee which provides for extensions of credit in a principal amount not exceeding Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00).

This Mortgage also secures payment of all obligations of Obligor under the Debt Instrument which arise after the Debt Instrument is extended, renewed, modified or amended pursuant to any written agreement between Obligor and Mortgagee, and all obligations of Obligor under any successor agreement or instrument which restates and supersedes the Debt Instrument in its entirety;

(b) Payment and performance of all obligations of Mortgagor under this Mortgage;

(c) Payment and performance of all obligations of Obligor under any Swap Contract with respect to which there is a writing evidencing the parties' agreement that said Swap Contract shall be secured by this Mortgage. "Swap Contract" means any document, instrument or agreement with Mortgagee, now existing or entered into in the future, relating to an interest rate swap transaction, forward rate transaction, interest rate cap, floor or collar transaction, any similar transaction, any option to enter into any of the foregoing, and any combination of the foregoing, which agreement may be oral or in writing, including, without limitation, any master agreement relating to or governing any or all of the foregoing and any related schedule or confirmation, each as amended from time to time; and

(d) Payment and performance of all future advances and other obligations under the Debt Instrument.

This Mortgage does not secure any obligation which expressly states that it is unsecured, whether contained in the foregoing Debt Instrument or in any other document, agreement or instrument.

Notwithstanding any provision to the contrary, "Secured Obligations" secured hereby shall not include obligations arising under any Swap Contract to the extent that the grant of a lien hereunder to secure such Swap Contract would violate the Commodity Exchange Act by virtue of the Mortgagor's failure to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time such grant of such lien becomes effective with respect to such Swap Contract. "Commodity Exchange Act" means 7 U.S.C. Section 1 *et seq.*, as amended from time to time, any successor statute, and any rules, regulations and orders applicable thereto.

**2.2 Terms of Secured Obligations.** All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Debt Instrument described in Paragraph 2.1(a) and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. These terms include any provisions in the Debt Instrument which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

**2.3 Maturity Date.** The Secured Obligations mature no later than October 29, 2022.

**2.4 Maximum Amount Secured.** The total indebtedness, including future advances, that may be outstanding at any given time and subject to the protection of this Mortgage, as provided in Mont. Code Anno. § 71-1-206, or any successor statute, shall not exceed the principal amount of \$2,500,000.00 plus interest.

### **3. ASSIGNMENT OF RENTS.**

**3.1 Assignment.** Mortgagor hereby irrevocably, absolutely, presently and unconditionally assigns to Mortgagee all rents, royalties, issues, profits, revenue, income and proceeds of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (collectively, the "Rents"), and confers upon Mortgagee the right to collect such Rents with or without taking possession of the Property. In the event that anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the Property, any sums that may become due and payable to Mortgagor as bonus or royalty payments, and any damages or other compensation payable to Mortgagor in connection with the exercise of any such rights, shall also be considered Rents assigned under this Paragraph. **THIS IS AN ABSOLUTE ASSIGNMENT, NOT AN ASSIGNMENT FOR SECURITY ONLY.**

**3.2 Grant of License.** Notwithstanding the provisions of Paragraph 3.1, Mortgagee hereby confers upon Mortgagor a license ("License") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Paragraph 6.2, shall exist and be continuing. If an Event of Default has occurred and is continuing, Mortgagee shall have the right, which it may choose

to exercise in its sole discretion, to terminate this License without notice to or demand upon Mortgagor, and without regard to the adequacy of the security for the Secured Obligations.

#### 4. SECURITY INTEREST IN RELATED PERSONALTY.

4.1 Grant of Security Interest. Mortgagor grants to Mortgagee a security interest in, and pledges and assigns to Mortgagee, all of Mortgagor's right, title and interest, whether presently existing or hereafter acquired in and to all of the following property (collectively, the "Personalty"):

(a) All materials, supplies, goods, tools, furniture, fixtures, equipment, and machinery which in all cases is affixed or attached, or to be affixed or attached, in any manner on the Land or the Improvements;

(b) All crops growing or to be grown on the Land (and after severance from the Land); all standing timber upon the Land (and after severance from the Land); all sewer, water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and all evidence of ownership rights pertaining to such water or water rights, ownership of which affect the Land; and all architectural and engineering plans, specifications and drawings which arise from or relate to the Land or the Improvements;

(c) All permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the Land, Improvements, or other Property into cash or liquidated claims, proceeds of all present and future fire, hazard or casualty insurance policies relating to the Land and the Improvements, whether or not such policies are required by Mortgagee, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or other Property or any part of them;

(d) All substitutions, replacements, additions, and accessions to any of the above property, and all books, records and files relating to any of the above property, including, without limitation, all general intangibles related to any of the above property and all proceeds of the above property.

#### 5. RIGHTS AND DUTIES OF THE PARTIES.

5.1 Representations and Warranties. Mortgagor represents and warrants that Mortgagor lawfully possesses and holds fee simple title to all of the Land and the Improvements, unless Mortgagor's present interest in the Land and the Improvements is described in Exhibit A as a leasehold interest, in which case Mortgagor lawfully possesses and holds a leasehold interest in the Land and the Improvements as stated in Exhibit A.

5.2 Taxes, Assessments, Liens and Encumbrances. Mortgagor shall pay prior to delinquency all taxes, levies, charges and assessments, including assessments on appurtenant water stock, imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it. Mortgagor shall immediately discharge any lien on the Property which Mortgagee has not consented to in writing, and shall also pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now or hereafter encumbers or appears to encumber all or part of the Property, whether the lien, charge or encumbrance is or would be senior or subordinate to this Mortgage.

5.3 Damages and Insurance and Condemnation Proceeds.

(a) Mortgagor hereby absolutely and irrevocably assigns to Mortgagee, and authorizes the payor to pay to Mortgagee, the following claims, causes of action, awards, payments and rights to payment (collectively, the "Claims"):

(i) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it;

(ii) all other awards, claims and causes of action, arising out of any breach of warranty or misrepresentation affecting all or any part of the Property, or for damage or injury to, or defect in, or decrease in value of all or part of the Property or any interest in it;

(iii) all proceeds of any insurance policies payable because of loss sustained to all or part of the Property, whether or not such insurance policies are required by Mortgagee; and

(iv) all interest which may accrue on any of the foregoing.

(b) Mortgagor shall immediately notify Mortgagee in writing if:

(i) any damage occurs or any injury or loss is sustained to all or part of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or

(ii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property.

If Mortgagee chooses to do so, it may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on breach of warranty or misrepresentation, or for damage or injury to, defect in, or decrease in value of all or part of the Property, and it may make any compromise or settlement of the action or proceeding. Mortgagee, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Mortgagor in adjusting any loss covered by insurance.

(c) All proceeds of the Claims assigned to Mortgagee under this Paragraph shall be paid to Mortgagee. In each instance, Mortgagee shall apply those proceeds first toward reimbursement of all of Mortgagee's costs and expenses of recovering the proceeds, including attorneys' fees. Mortgagor further authorizes Mortgagee, at Mortgagee's option and in Mortgagee's sole discretion, and regardless of whether there is any impairment of the Property, (i) to apply the balance of such proceeds, or any portion of them, to pay or prepay some or all of the Secured Obligations in such order or proportion as Mortgagee may determine, or (ii) to hold the balance of such proceeds, or any portion of them, in an interest-bearing account to be used for the cost of reconstruction, repair or alteration of the Property, or (iii) to release the balance of such proceeds, or any portion of them, to Mortgagor. If any proceeds are released to Mortgagor, Mortgagee shall not be obligated to see to, approve or supervise the proper application of such proceeds. If the proceeds are held by Mortgagee to be used to reimburse Mortgagor for the costs of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing. Mortgagee may, at Mortgagee's option, condition disbursement of the proceeds on Mortgagee's approval of such plans and specifications prepared by an architect satisfactory to Mortgagee, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and

materialmen, and such other evidence of costs, percentage of completion of construction, application of payments, and satisfaction of liens as Mortgagee may reasonably require.

5.4 Insurance. Mortgagor shall provide and maintain in force at all times all risk property damage insurance (including without limitation windstorm coverage, and hurricane coverage as applicable) on the Property and such other type of insurance on the Property as may be required by Mortgagee in its reasonable judgment. At Mortgagee's request, Mortgagor shall provide Mortgagee with a counterpart original of any policy, together with a certificate of insurance setting forth the coverage, the limits of liability, the carrier, the policy number and the expiration date. Each such policy of insurance shall be in an amount, for a term, and in form and content satisfactory to Mortgagee, and shall be written only by companies approved by Mortgagee. In addition, each policy of hazard insurance shall include a Form 438BFU or equivalent loss payable endorsement in favor of Mortgagee.

5.5 Maintenance and Preservation of Property.

(a) Mortgagor shall keep the Property in good condition and repair and shall not commit or allow waste of the Property. Mortgagor shall not remove or demolish the Property or any part of it, or alter, restore or add to the Property, or initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except with Mortgagee's express prior written consent in each instance.

(b) If all or part of the Property becomes damaged or destroyed, Mortgagor shall promptly and completely repair and/or restore the Property in a good and workmanlike manner in accordance with sound building practices, regardless of whether or not Mortgagee agrees to disburse insurance proceeds or other sums to pay costs of the work of repair or reconstruction under Paragraph 5.3.

(c) Mortgagor shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property. Mortgagor shall not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Mortgagor on the Property or any part of it under this Mortgage.

(d) If Mortgagor's interest in the Property is a leasehold interest, Mortgagor shall observe and perform all obligations of Mortgagor under any lease or leases and shall refrain from taking any actions prohibited by any lease or leases. Mortgagor shall preserve and protect the leasehold estate and its value.

(e) If the Property is agricultural, Mortgagor shall farm the Property in a good and husbandlike manner. Mortgagor shall keep all trees, vines and crops on the Property properly cultivated, irrigated, fertilized, sprayed and fumigated, and shall replace all dead or unproductive trees or vines with new ones. Mortgagor shall prepare for harvest, harvest, remove and sell any crops growing on the Property. Mortgagor shall keep all buildings, fences, ditches, canals, wells and other farming improvements on the Property in first class condition, order and repair.

(f) Mortgagor shall perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value.

5.6 Releases, Extensions, Modifications and Additional Security. Without affecting the personal liability of any person, including Mortgagor (or Obligor, if different from Mortgagor), for the payment of the Secured Obligations or the lien of this Mortgage on the remainder of the Property for the unpaid amount of the Secured Obligations, Mortgagee may from time to time and without notice:

- (a) release any person liable for payment of any Secured Obligation;
- (b) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;
- (c) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security;
- (d) alter, substitute or release any property securing the Secured Obligations;
- (e) consent to the making of any plat or map of the Property or any part of it;
- (f) join in granting any easement or creating any restriction affecting the Property;
- (g) join in any subordination or other agreement affecting this Mortgage or the lien of it; or
- (h) release the Property or any part of it from the lien of this Mortgage.

5.7 Release. When all of the Secured Obligations have been paid in full and no further commitment to extend credit continues, Mortgagee shall release the Property, or so much of it as is then held under this Mortgage, from the lien of this Mortgage.

5.8 Compensation and Reimbursement of Costs and Expenses.

(a) Mortgagor agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Mortgagee when the law provides no maximum limit, for any services that Mortgagee may render in connection with this Mortgage, including Mortgagee's providing a statement of the Secured Obligations. Mortgagor shall also pay or reimburse all of Mortgagee's costs and expenses which may be incurred in rendering any such services.

(b) Mortgagor further agrees to pay or reimburse Mortgagee for all costs, expenses and other advances which may be incurred or made by Mortgagee to protect or preserve the Property or to enforce any terms of this Mortgage, including the exercise of any rights or remedies afforded to Mortgagee under Paragraph 6.3, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Mortgage, including attorneys' fees and other legal costs, costs of any sale of the Property and any cost of evidence of title.

(c) Mortgagor shall pay all obligations arising under this Paragraph immediately upon demand by Mortgagee. Each such obligation shall be added to, and considered to be part of, the principal of the Secured Obligations, and shall bear interest from the date the obligation arises at the rate provided in any instrument or agreement evidencing the Secured Obligations. If more than one rate of interest is applicable to the Secured Obligations, the highest rate shall be used for purposes hereof.

5.9 Exculpation and Indemnification.

(a) Mortgagee shall not be directly or indirectly liable to Mortgagor or any other person as a consequence of any of the following:

(i) Mortgagee's exercise of or failure to exercise any rights, remedies or powers granted to it in this Mortgage;

(ii) Mortgagee's failure or refusal to perform or discharge any obligation or liability of Mortgagor under any agreement related to the Property or under this Mortgage;

(iii) Mortgagee's failure to produce Rents from the Property or to perform any of the obligations of the lessor under any lease covering the Property;

(iv) any waste committed by lessees of the Property or any other parties, or any dangerous or defective condition of the Property; or

(v) any loss sustained by Mortgagor or any third party resulting from any act or omission of Mortgagee in operating or managing the Property upon exercise of the rights or remedies afforded Mortgagee under Paragraph 6.3, unless the loss is caused by the willful misconduct and bad faith of Mortgagee.

Mortgagor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Mortgagee.

(b) Mortgagor agrees to indemnify Mortgagee against and hold Mortgagee harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which Mortgagee may suffer or incur in performing any act required or permitted by this Mortgage or by law or because of any failure of Mortgagor to perform any of its obligations. This agreement by Mortgagor to indemnify Mortgagee shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release of this Mortgage.

5.10 Defense and Notice of Claims and Actions. At Mortgagor's sole expense, Mortgagor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Mortgage and the rights and powers of Mortgagee created under it, against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

5.11 Representation and Warranty Regarding Hazardous Substances. Before signing this Mortgage, Mortgagor researched and inquired into the previous uses and ownership of the Property. Based on that due diligence, Mortgagor represents and warrants that to the best of its knowledge, no hazardous substance has been disposed of or released or otherwise exists in, on, under or onto the Property, except as Mortgagor has disclosed to Mortgagee in writing. Mortgagor further represents and warrants that Mortgagor has complied, and will comply and cause all occupants of the Property to comply, with all current and future laws, regulations and ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or hazardous substances ("Environmental Laws"). Mortgagor shall promptly, at Mortgagor's sole cost and expense, take all reasonable actions with respect to any hazardous substances or other environmental condition at, on, or under the Property necessary to (i) comply with all applicable Environmental Laws; (ii) allow continued use, occupation or operation of the Property; or (iii) maintain the fair market value of the Property. Mortgagor acknowledges that hazardous substances may permanently and materially impair the value and use of the Property. "Hazardous substance" means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any current or future federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including without limitation petroleum or natural gas.

5.12 Site Visits, Observation and Testing. Mortgagee and its agents and representatives shall have the right at any reasonable time, after giving reasonable notice to Mortgagor, to enter and visit the Property for the purposes of performing appraisals, observing the Property, taking and removing

environmental samples, and conducting tests on any part of the Property. Mortgagor shall reimburse Mortgagee on demand for the costs of any such environmental investigation and testing. Mortgagee will make reasonable efforts during any site visit, observation or testing conducted pursuant this Paragraph to avoid interfering with Mortgagor's use of the Property. Mortgagee is under no duty, however, to visit or observe the Property or to conduct tests, and any such acts by Mortgagee will be solely for the purposes of protecting Mortgagee's security and preserving Mortgagee's rights under this Mortgage. No site visit, observation or testing or any report or findings made as a result thereof ("Environmental Report") (i) will result in a waiver of any default of Mortgagor; (ii) impose any liability on Mortgagee; or (iii) be a representation or warranty of any kind regarding the Property (including its condition or value or compliance with any laws) or the Environmental Report (including its accuracy or completeness). In the event Mortgagee has a duty or obligation under applicable laws, regulations or other requirements to disclose an Environmental Report to Mortgagor or any other party, Mortgagor authorizes Mortgagee to make such a disclosure. Mortgagee may also disclose an Environmental Report to any regulatory authority, and to any other parties as necessary or appropriate in Mortgagee's judgment. Mortgagor further understands and agrees that any Environmental Report or other information regarding a site visit, observation or testing that is disclosed to Mortgagor by Mortgagee or its agents and representatives is to be evaluated (including any reporting or other disclosure obligations of Mortgagor) by Mortgagor without advice or assistance from Mortgagee.

**5.13 Additional Provisions Relating to Condominiums.** If the Property is subject to a condominium declaration of conditions, covenants and restrictions recorded in the official records of the county in which the Property is located (the "Declaration"), the following provisions shall apply.

(a) The provisions contained in this Mortgage are obligations of Mortgagor in addition to Mortgagor's obligations under the Declaration with respect to similar matters, and shall not restrict or limit Mortgagor's duties and obligations to keep and perform promptly all of its obligations as unit owner under the Declaration.

(b) Mortgagor shall at all times fully perform and comply with all the agreements, covenants, terms and conditions imposed upon unit owners under the Declaration, and if Mortgagor fails to do so, Mortgagee may (but shall not be obligated to) take any action Mortgagee deems necessary or desirable to prevent or cure any default thereunder. Mortgagee may also take such action as it deems necessary or desirable to cure a default under the Declaration by Mortgagor or any other party occupying the unit(s) (a "Unit Occupant") encumbered by this Mortgage, upon receipt by Mortgagee from the condominium association under the Declaration (the "Association") of written notice of such default, even though the existence of such default or the nature thereof may be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its sole discretion deems necessary to prevent or cure any default by Mortgagor or a Unit Occupant, and Mortgagor hereby agrees to pay to Mortgagee, immediately and without demand, all such sums so paid and expended by Mortgagee, together with interest thereon from the date of each such payment at the rate (the "Demand Rate") of two percent (2%) in excess of the then current rate of interest under the Debt Instrument. All sums so paid and expended by Mortgagee, and the interest thereon, shall be added to and be secured by the lien of this Mortgage. At Mortgagee's request, Mortgagor will submit satisfactory evidence of payment of all of its monetary obligations under the Declaration (including but not limited to rents, taxes, assessments, insurance premiums and operating expenses).

(c) At Mortgagee's request, Mortgagor will submit satisfactory evidence of payment of all of its monetary obligations under the Declaration (including but not limited to rents, taxes, assessments, insurance premiums and operating expenses).

(d) Mortgagor shall advise Mortgagee in writing of the giving of any notice to Mortgagor by the Association under the Declaration of any default by Mortgagor as unit owner or by a Unit Occupant thereunder in the performance or observance of any of the terms, conditions



and covenants to be performed or observed by Mortgagor or such Unit Occupant thereunder, and Mortgagor shall deliver to Mortgagee a true copy of each such notice.

(e) If any action, proceeding, motion or notice shall be commenced or filed in respect of the Association in connection with any case (including a case commenced or filed under the Bankruptcy Code), Mortgagee shall have the option, to the exclusion of Mortgagor, exercisable upon notice from Mortgagee to Mortgagor, to conduct and control any such litigation with counsel of Mortgagee's choice. Mortgagee may proceed in its own name or in the name of Mortgagor in connection with any such litigation, and Mortgagor agrees to execute any and all powers, authorizations, consents or other documents required by Mortgagee in connection therewith. Mortgagor shall, upon demand, pay to Mortgagee all costs and expenses (including attorneys' fees) paid or incurred by Mortgagee in connection with the prosecution or conduct of any such proceedings. Any such costs or expenses not paid by Mortgagor as aforesaid shall be secured by the lien of this Mortgage and shall be added to the principal amount of the indebtedness secured hereby. Mortgagor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Declaration in any such case without the prior written consent of Mortgagee.

(f) Mortgagor will use its best efforts to obtain and deliver to Mortgagee within twenty (20) days after written request by Mortgagee, an estoppel certificate from the Association setting forth (i) the name of the unit owner, (ii) that the Declaration has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification), (iii) the amount of common expenses and other assessments payable by Mortgagor as unit owner under the Declaration, (iv) the date to which all common expenses and other assessments have been paid by Mortgagor as unit owner under the Declaration, (v) whether there are any alleged defaults by Mortgagor or a Unit Occupant under the Declaration and, if so, setting forth the nature thereof in reasonable detail, and (vi) as to such other matters as Mortgagee may reasonably request.

(g) Mortgagor represents and warrants to Mortgagee that as of the date hereof, no default under the Declaration has occurred and is continuing.

(h) Mortgagor shall take such actions as may be reasonable to insure that the Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Mortgagee.

(i) Mortgagor shall not, except after notice to Mortgagee and with Mortgagee's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the condominium(s) encumbered by this Mortgage, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Declaration, the Association's bylaws or articles or any rules and regulations promulgated by the Association;

(iii) termination of professional management and assumption of self-management of the Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Association unacceptable to Mortgagee.

## 6. ACCELERATING TRANSFERS, DEFAULT AND REMEDIES.

### 6.1 Accelerating Transfers

(a) "Accelerating Transfer" means any sale, contract to sell, conveyance, encumbrance, or other transfer, whether voluntary, involuntary, by operation of law or otherwise, of all or any material part of the Property or any interest in it, including any transfer or exercise of any right to drill for or to extract any water (other than for Mortgagor's own use), oil, gas or other hydrocarbon substances or any mineral of any kind on or under the surface of the Property. If Mortgagor is a corporation, "Accelerating Transfer" also means any transfer or transfers of shares possessing, in the aggregate, more than fifty percent (50%) of the voting power. If Mortgagor is a partnership, "Accelerating Transfer" also means withdrawal or removal of any general partner, dissolution of the partnership under applicable law, or any transfer or transfers of, in the aggregate, more than fifty percent (50%) of the partnership interests. If Mortgagor is a limited liability company, "Accelerating Transfer" also means withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of, in the aggregate, more than fifty percent (50%) of the voting power or in the aggregate more than fifty percent of the ownership of the economic interest in the Mortgagor.

(b) Mortgagor agrees that Mortgagor shall not make any Accelerating Transfer, unless the transfer is preceded by Mortgagee's express written consent to the particular transaction and transferee. Mortgagee may withhold such consent in its sole discretion. If any Accelerating Transfer occurs, Mortgagee in its sole discretion may declare all of the Secured Obligations to be immediately due and payable, and Mortgagee may invoke any rights and remedies provided by Paragraph 6.3 of this Mortgage.

6.2 Events of Default. The occurrence of any one or more of the following events, at the option of Mortgagee, shall constitute an event of default ("Event of Default") under this Mortgage:

(a) Obligor fails to make any payment, when due, under the Debt Instrument (after giving effect to any applicable grace period), or any other default occurs under and as defined in the Debt Instrument or in any other instrument or agreement evidencing any of the Secured Obligations and such default continues beyond any applicable cure period;

(b) Mortgagor fails to make any payment or perform any obligation which arises under this Mortgage;

(c) Mortgagor makes or permits the occurrence of an Accelerating Transfer in violation of Paragraph 6.1;

(d) Any representation or warranty made in connection with this Mortgage or the Secured Obligations proves to have been false or misleading in any material respect when made;

(e) Any default occurs under any other mortgage or deed of trust on all or any part of the Property, or under any obligation secured by such mortgage or deed of trust, whether such mortgage or deed of trust is prior to or subordinate to this Mortgage; or

(f) An event occurs which gives Mortgagee the right or option to terminate any Swap Contract secured by this Mortgage.

6.3 Remedies. At any time after the occurrence of an Event of Default, Mortgagee shall be entitled to invoke any and all of the rights and remedies described below, as well as any other rights and remedies authorized by law. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

(a) Mortgagee may declare any or all of the Secured Obligations to be due and payable immediately, and may terminate any Swap Contract secured by this Mortgage in accordance with its terms.

(b) Mortgagee may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.

(c) Mortgagee, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and in its own name or in the name of Mortgagor sue for or otherwise collect any and all Rents, including those that are past due, and may also do any and all other things in connection with those actions that Mortgagee may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: entering into, enforcing, modifying, or canceling leases on such terms and conditions as Mortgagee may consider proper; obtaining and evicting tenants; fixing or modifying Rents; completing any unfinished construction; contracting for and making repairs and alterations; performing such acts of cultivation or irrigation as necessary to conserve the value of the Property; and preparing for harvest, harvesting and selling any crops that may be growing on the property. Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney-in-fact to perform such acts and execute such documents as Mortgagee in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Mortgagor's name on any instruments. Mortgagor agrees to deliver to Mortgagee all books and records pertaining to the Property, including computer-readable memory and any computer hardware or software necessary to access or process such memory, as may reasonably be requested by Mortgagee in order to enable Mortgagee to exercise its rights under this Paragraph.

(d) Mortgagee may cure any breach or default of Mortgagor, and if it chooses to do so in connection with any such cure, Mortgagee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Mortgagee under, this Mortgage; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Mortgagee's sole judgment is or may be senior in priority to this Mortgage, such judgment of Mortgagee to be conclusive as among the parties to this Mortgage; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under this Mortgage; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Mortgagee. Mortgagee may take any of the actions permitted hereunder either with or without giving notice to any person.

(e) Mortgagee may bring an action in any court of competent jurisdiction to foreclose this instrument.

(f) Mortgagee may exercise the remedies contained in the Debt Instrument or in any other instrument or agreement evidencing any of the Secured Obligations.

(g) Mortgagee may proceed under the Uniform Commercial Code as to all or any part of the Personalty, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the Uniform Commercial Code. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Mortgagee may sell the Personalty at a public sale to be held at the time and place specified in the notice of sale. It shall be deemed commercially reasonable for the Mortgagee to dispose of the Personalty without giving any warranties as to the Personalty and specifically disclaiming all disposition warranties. Alternatively, Mortgagee may choose to dispose of some or all of the Property, in any combination consisting of both personal property and real property, in one sale to be held in accordance with the law and procedures applicable to real property, as

permitted by Article 9 of the Uniform Commercial Code. Mortgagor agrees that such a sale of personal property together with real property constitutes a commercially reasonable sale of the personal property.

#### 6.4 Application of Sale Proceeds and Rents.

(a) Mortgagee shall apply the proceeds of any sale of the Property in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs, fees and expenses of the sale, including costs of evidence of title in connection with the sale; and, second, to pay all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto.

(b) Mortgagee shall apply any and all Rents collected by it, and any and all sums other than proceeds of any sale of the Property which Mortgagee may receive or collect under Paragraph 6.3, in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Mortgagee or any receiver; and, second, to pay all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto. Mortgagee shall have no liability for any funds which it does not actually receive.

### 7. MISCELLANEOUS PROVISIONS

#### 7.1 No Waiver or Cure.

(a) Each waiver by Mortgagee must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Mortgagee to take action on account of any default of Mortgagor. Consent by Mortgagee to any act or omission by Mortgagor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's consent to be obtained in any future or other instance.

(b) If any of the events described below occurs, that event alone shall not cure or waive any breach, Event of Default or notice of default under this Mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed); or impair the security of this Mortgage; or prejudice Mortgagee or any receiver in the exercise of any right or remedy afforded any of them under this Mortgage; or be construed as an affirmation by Mortgagee of any tenancy, lease or option, or a subordination of the lien of this Mortgage:

(i) Mortgagee, its agent or a receiver takes possession of all or any part of the Property;

(ii) Mortgagee collects and applies Rents, either with or without taking possession of all or any part of the Property;

(iii) Mortgagee receives and applies to any Secured Obligation proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Mortgagee under this Mortgage;

(iv) Mortgagee makes a site visit, observes the Property and/or conducts tests thereon;

(v) Mortgagee receives any sums under this Mortgage or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations;

(vi) Mortgagee or any receiver performs any act which it is empowered or authorized to perform under this Mortgage or invokes any right or remedy provided under this Mortgage.

7.2 Powers of Mortgagee. Mortgagee may take any of the actions permitted under Paragraphs 6.3(b) and/or 6.3(c) regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Mortgage.

7.3 Nonborrower Mortgagor.

(a) If any Mortgagor ("Nonborrower Mortgagor") is not the Obligor under the Debt Instrument described in Paragraph 2.1(a), such Nonborrower Mortgagor authorizes Mortgagee to perform any of the following acts at any time, all without notice to Nonborrower Mortgagor and without affecting Mortgagee's rights or Nonborrower Mortgagor's obligations under this Mortgage:

(i) Mortgagee may alter any terms of the Debt Instrument or any part of it, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Debt Instrument or any part of it;

(ii) Mortgagee may take and hold security for the Debt Instrument, accept additional or substituted security for the Debt Instrument, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security;

(iii) Mortgagee may apply any security now or later held for the Debt Instrument in any order that Mortgagee in its sole discretion may choose, and may direct the order and manner of any sale of all or any part of it and bid at any such sale;

(iv) Mortgagee may release Obligor of its liability for the Debt Instrument or any part of it;

(v) Mortgagee may substitute, add or release any one or more guarantors or endorsers of the Debt Instrument; and

(vi) Mortgagee may extend other credit to Obligor, and may take and hold security for the credit so extended, whether or not such security also secures the Debt Instrument.

(b) Nonborrower Mortgagor waives:

(i) Any right it may have to require Mortgagee to proceed against Obligor, proceed against or exhaust any security held from Obligor, or pursue any other remedy in Mortgagee's power to pursue;

(ii) Any defense based on any legal disability of Obligor, any discharge or limitation of the liability of Obligor to Mortgagee, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that Nonborrower Mortgagor's obligations exceed or are more burdensome than those of Obligor;

(iii) All presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Mortgage and of the existence, creation, or incurring of new or additional indebtedness of Obligor, and demands and notices of every kind;

(iv) Any defense based on or arising out of any defense that Obligor may have to the payment or performance of the Debt Instrument or any part of it; and

(v) Until the Secured Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy that the Mortgagee may have against Obligor, and all rights to participate in any security now or later to be held by Mortgagee for the Debt Instrument.

(c) Nonborrower Mortgagor assumes full responsibility for keeping informed of Obligor's financial condition and business operations and all other circumstances affecting Obligor's ability to pay and perform its obligations to Mortgagee, and agrees that Mortgagee shall have no duty to disclose to Nonborrower Mortgagor any information which Mortgagee may receive about Obligor's financial condition, business operations, or any other circumstances bearing on its ability to perform.

(d) No provision or waiver in this Mortgage shall be construed as limiting the generality of any other provision or waiver contained in this Mortgage.

(e) For purposes of this Paragraph 7.3, all references to the Debt Instrument shall also include any instrument or agreement executed by Obligor subsequent to the date of this Mortgage which is secured by this Mortgage in accordance with the provisions of Paragraphs 2.1(c) and 2.1(d).

7.4 Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Property unless Mortgagee consents to a merger in writing.

7.5 Joint and Several Liability. If Mortgagor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Mortgagor's obligations under this Mortgage.

7.6 Applicable Law. This Mortgage shall be governed by the laws of the State of Montana ("Governing Law State").

7.7 Successors in Interest. The terms, covenants and conditions of this Mortgage shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Paragraph does not waive the provisions of Paragraph 6.1.

7.8 Dispute Resolution Provision. This paragraph, including the subparagraphs below, is referred to as the "Dispute Resolution Provision." Mortgagee and Mortgagor (and any other party to this Mortgage) agree that this Dispute Resolution Provision is a material inducement for their entering into this Mortgage.

(a) This Dispute Resolution Provision concerns the resolution of any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses (collectively, a "Claim" or "Claims") between Mortgagee, on the one hand, and Mortgagor and/or any Obligor, on the other hand (each side being, for the purposes of this Dispute Resolution Provision, a "Party" and the two sides together being the "Parties"), regardless of whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether foreseen or unforeseen, suspected or unsuspected, or fixed or

contingent at the time of this Mortgage, including but not limited to Claims that arise out of or relate to: (i) this Mortgage (including any renewals, extensions or modifications); or (ii) any document related to this Mortgage. For the purposes of this Dispute Resolution Provision only, the terms "Mortgagee" or Party or Parties (to the extent referring to or including Mortgagee) shall include any parent corporation, subsidiary or affiliate of Mortgagee.

(b) The Parties agree that at the request of any Party to this Mortgage, any Claim shall be resolved by binding arbitration. The Claims shall be governed by the laws of the Governing Law State without regard to its conflicts of law principles. The Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "Act"), shall apply to the construction, interpretation, and enforcement of this Dispute Resolution Provision, as well as to the confirmation of or appeal from any arbitration award.

(c) Arbitration proceedings will be determined in accordance with the Act, the then-current Commercial Finance rules and procedures of the American Arbitration Association or any successor thereof ("AAA") (or any successor rules for arbitration of financial services disputes), and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. The arbitration shall be administered by the Parties and not the AAA and shall be conducted, unless otherwise required by law, at a location selected solely by Mortgagee in any U.S. state where real or tangible personal property collateral for this credit is located or where Mortgagor has a place of business. If there is no such state, Mortgagee shall select a location in the state specified in the governing law section of this Mortgage.

(d) If aggregate Claims are One Million Dollars (\$1,000,000) or less:

(i) All issues shall be heard and determined by one neutral arbitrator. The arbitrator shall have experience with commercial financial services disputes and, if possible, prior judicial experience, and shall be selected pursuant to the AAA "Arbitrator Select: List and Appointment" process, to be initiated by Mortgagee. If the AAA "Arbitrator Select: List and Appointment" process is unavailable, Mortgagee shall initiate any successor process offered by the AAA or a similar process offered by any other nationally recognized alternative dispute resolution organization.

(ii) Unless the arbitrator has a dispositive motion under advisement or unforeseeable and unavoidable conflicts arise (as determined by the arbitrator), all arbitration hearings shall commence within ninety (90) days of the appointment of the arbitrator, and under any circumstances the award of the arbitrator shall be issued within one hundred twenty (120) days of the appointment of the arbitrator.

(iii) A Party shall be entitled to take no more than two (2) fact depositions, one or both of which may be taken in accordance with Fed. R. Civ. P. 30(b)(6), plus depositions of any experts designated by the other Party, each of seven (7) hours or less, during pre-hearing discovery.

(iv) There shall be no written discovery requests except a Party may serve document requests on the other Party not to exceed twenty (20) in number, including subparts. The requests shall be served within forty-five (45) days of the appointment of the arbitrator and shall be responded to within twenty-one (21) days of service.

(e) If aggregate Claims exceed One Million Dollars (\$1,000,000):

(i) The issues shall be heard and determined by one neutral arbitrator selected as above unless either Party requests that all issues be heard and determined by three (3) neutral arbitrators. In that event, each Party shall select an arbitrator with

experience with commercial financial services disputes, and the two arbitrators shall select a third arbitrator, who shall have prior judicial experience. If the arbitrators cannot agree, the third arbitrator shall be selected pursuant to the AAA "Arbitrator Select: List and Appointment" process, to be initiated by Mortgagee.

(ii) Unless the arbitrator(s) have a dispositive motion under advisement or other good cause is shown (as determined by the arbitrator(s)), all arbitration hearings shall commence within one hundred twenty (120) days of the appointment of the arbitrator(s), and under any circumstances the award of the arbitrator(s) shall be issued within one hundred eighty (180) days of the appointment of the arbitrator(s).

(iii) A Party shall be entitled to take no more than five (5) fact depositions, one or more of which may be taken in accordance with Fed. R. Civ. P. 30(b)(6), plus depositions of any experts designated by the other Party, each of seven (7) hours or less, during pre-hearing discovery.

(iv) There shall be no written discovery requests except a Party may serve document requests on the other Party not to exceed thirty (30) in number, including subparts. The requests shall be served within forty-five (45) days of the appointment of the arbitrator(s) and shall be responded to within twenty-one (21) days of service.

(f) Where a Party intends to rely upon the testimony of an expert on an issue for which the Party bears the burden of proof, the expert(s) must be disclosed within thirty (30) days following the appointment of the arbitrator(s), including a written report in accordance with Fed. R. Civ. P. 26(a)(2)(B). The arbitrator(s) shall exclude any expert not disclosed strictly in accordance herewith. The other Party shall have the right within thirty (30) days thereafter to take the deposition of the expert(s) (upon payment of the expert's reasonable fees for the in-deposition time), and to identify rebuttal expert(s), including a written report in accordance with Fed. R. Civ. P. 26(a)(2)(B).

(g) The arbitrator(s) shall consider and rule on motions by the Parties to dismiss for failure to state a claim; to compel; and for summary judgment, in a manner substantively consistent with the corresponding Federal Rules of Civil Procedure. The arbitrator(s) shall enforce the "Apex" doctrine with regard to requested depositions of high-ranking executives of both Parties. The arbitrator(s) shall exclude any Claim not asserted within thirty (30) days following the demand for arbitration. This shall not prevent a Party from revising the calculation of damages on any existing theory. All discovery shall close at least one (1) week before any scheduled hearing date, and all hearing exhibits shall have been exchanged by the same deadline or they shall not be given weight by the arbitrator(s).

(h) The arbitrator(s) will give effect to applicable statutes of limitation in determining any Claim and shall dismiss the Claim if it is barred by the statutes of limitation. For purposes of the application of any statutes of limitation, the service of a written demand for arbitration or counterclaim pursuant to the Notices provision of this Mortgage is the equivalent of the filing of a lawsuit. At the request of any Party made at any time, including at confirmation of an award, the resolution of a statutes of limitation defense to any Claim shall be decided de novo by a court of competent jurisdiction rather than by the arbitrator(s). Otherwise, any dispute concerning this Dispute Resolution Provision or whether a Claim is arbitrable shall be determined by the arbitrator(s), except as otherwise set forth in this Dispute Resolution Provision.

(i) The arbitrator(s) shall have the power to award legal fees and costs relating to the arbitration proceeding and any related litigation or arbitration, pursuant to the terms of this Mortgage. The arbitrator(s) shall provide a written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced.



(j) This Dispute Resolution Provision does not limit the right of any Party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights; or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.

(k) The filing of a court action is not intended to constitute a waiver of the right of any Party, including the suing Party, thereafter to require submittal of the Claims to arbitration, unless the Party fails to make such demand for arbitration within ninety (90) days following the filing of the court action.

(l) Any arbitration or court trial (whether before a judge or jury) of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). **THE CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.** Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court and not by an arbitrator. The Parties to this Mortgage acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the Parties and is nonseverable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the Parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **THE PARTIES ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED.**

(m) The arbitration proceedings shall be private. All documents, transcripts, and filings received by any Party shall not be disclosed by the recipient to any third parties other than attorneys, accountants, auditors, and financial advisors acting in the course of their representation, or as otherwise ordered by a court of competent jurisdiction. Any award also shall be kept confidential, although this specific requirement shall be void once the award must be submitted to a court for enforcement. The Parties agree that injunctive relief, including a temporary restraining order, from a trial court is the appropriate relief for breach of this paragraph, and they waive any security or the posting of a bond as a requirement for obtaining such relief.

(n) By agreeing to binding arbitration, the Parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any way to limit this agreement to arbitrate, to the extent any Claim is not arbitrated, the Parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such Claim. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. **WHETHER THE CLAIM IS DECIDED BY ARBITRATION OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS DISPUTE RESOLUTION PROVISION IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.**

**7.9 Interpretation.** Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Mortgage are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions. No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Mortgage. The Exhibits to this Mortgage are hereby incorporated in this Mortgage.

7.10 In-House Counsel Fees. Whenever Mortgagor is obligated to pay or reimburse Mortgagee for any attorneys' fees, those fees shall include the allocated costs for services of in-house counsel to the extent permitted by applicable law.

7.11 Waiver of Marshaling. Mortgagor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Property will be sold in the event of any sale under this Mortgage. Each successor and assign of Mortgagor, including any holder of a lien subordinate to this Mortgage, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

7.12 Severability. If any provision of this Mortgage should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Mortgage except that if such provision relates to the payment of any monetary sum, then Mortgagee may, at its option, declare all Secured Obligations immediately due and payable.

7.13 Notices. Mortgagor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth below. That address is also the mailing address of Mortgagor as debtor under the Uniform Commercial Code. Mortgagee's address given below is the address for Mortgagee as secured party under the Uniform Commercial Code.

Addresses for Notices to Mortgagor:

Brady Family Ranch Properties, LLC  
16 Interstate Drive  
Somersworth, NH 03878-1209  
Attn: Patrick R. Brady

Address for Notices to Mortgagee:

Document Retention  
Bank of America, N.A.  
NC1-001-05-13  
One Independence Center  
101 North Tryon St.  
Charlotte, North Carolina 28255-0001

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first above written.

***[Remainder of Page Left Intentionally Blank]***

***[Signature Page to Follow]***

**MORTGAGOR:**

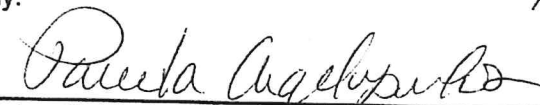
**BRADY FAMILY RANCH PROPERTIES, LLC,**  
a Montana limited liability company

By:  Manager  
Patrick R. Brady, Authorized Manager

**ACKNOWLEDGMENT**

*New Hampshire*  
STATE OF MONTANA )  
County of Stratford ) SS.

This instrument was acknowledged before me on this 26<sup>th</sup> day of October, 2020 by Patrick R. Brady, Authorized Manager of **BRADY FAMILY RANCH PROPERTIES, LLC**, a Montana limited liability company, on behalf of said company. *New Hampshire*

  
Notary Public for the State of ~~Montana~~ *New Hampshire*  
Printed Name: Pamela Angelopoulos  
Residing in New Hampshire  
My commission expires ~~PAMELA ANGELOPOULOS~~, Notary Public  
My Commission Expires May 6, 2025

[SEAL]

**EXHIBIT A**

**Description of Property**

**Township 2 North, Range 1 East, M.P.M., Broadwater County, Montana.**

**Section 2: Lot 4, SW $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$**

**Section 3: Lots 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{4}$ , S $\frac{1}{2}$ , EXCEPTING THEREFROM a strip of land conveyed to the State of Montana Department of Transportation described by deed recorded in Book 82 of Micro., page 187, AND EXCEPTING that portion of land conveyed to Vigilante Electric Cooperative, Inc., described by deed recorded in Book 112 of Micro., page 230, Certificate of Survey recorded in Book 2 of Plats, page 222, AND EXCEPTING that portion of land conveyed to the State of Montana Department of Transportation described by bargain and sale deed recorded in Book 141 of Micro., page 899, AND FURTHER EXCEPTING that portion of land as shown on Certificate of Survey recorded in Book 2 of Plats, page 275, AND FURTHER EXCEPTING a parcel of land described in Certificate of Survey recorded in Book 2 of Plats, page 370.**

**Section 10: All, EXCEPT those portions of land conveyed to Radersburg Railroad Company described in deed recorded in Book 23 of Deeds, page 135, AND EXCEPTING those portions of land described in Certificate of Survey recorded in Book 8, page 661, AND EXCEPTING that portion of land conveyed to the State of Montana Department of Transportation described by bargain and sale deed recorded in Book 141 of Micro., page 899, AND FURTHER EXCEPTING a parcel of land described in Certificate of Survey recorded in Book 2 of Plats, page 370.**

**Section 11: W $\frac{1}{2}$  EXCEPTING THEREFROM those portions of land described in Certificate of Survey recorded in Book 8, page 661, AND FURTHER EXCEPTING a parcel of land described in Certificate of Survey recorded in Book 2 of Plats, page 370.**

**Township 3 North, Range 1 East, M.P.M., Broadwater County, Montana.**

**Section 26: S $\frac{1}{4}$**

**Section 27: All those portions of the E $\frac{1}{2}$ , SW $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{2}$ NW $\frac{1}{4}$  lying East of U.S. Highway No. 10N, EXCEPTING THEREFROM those portions of land conveyed to the State of Montana Department of Transportation described by Bargain and Sale Deed recorded in Book 82 of Micro., page 187.**

**Section 34: All that part lying East of U.S. Highway No. 10N, EXCEPTING THEREFROM those portions of land conveyed to the State of Montana Department of Transportation described by Bargain and Sale Deed recorded in Book 82 of Micro., page 187.**

**Section 35: All**

**Deed Reference: Book 138 of Micro., page 452.**



## EXHIBIT C

# Property Boundary

287

S03, T02 N, R01 E

EXISTING  
STRUCTURES

PROJECT LOCATION

Old-Town Rd

PROPERTY BOUNDARY



**STAFF REPORT  
FOR THE BRADY STORAGE UNITS #2**

**Date:** February 21, 2024

**Type of Application:** Buildings for Lease or Rent (BLR)

**Name of Project:** Brady Storage Units

**Number of Units:** 109

**Legal Description:** Located in SW ¼ of Section 3, T2N, R1E, P.M.M., Broadwater County, Montana

**Landowner:** Pat Brady

**Designated Representative:** Jason Crawford

**Commission Meeting Date(s):** April 3, 2024

**Staff Recommendation:** Adopt findings of fact and recommend approval, subject to conditions.

Report written and presented by Nichole Brown, Broadwater County Community Development Director

## INTRODUCTION

This report presents findings of fact and recommended conditions of approval for the project. It is organized in two main sections:

1. Findings of Fact, which includes a general description of the project (Project Summary) and findings based on the applicable review criteria, and
2. Recommended Conditions of Approval, based on the findings of fact and the Broadwater County Buildings for Rent or Lease Regulations (BLR Regulations)

## FINDINGS OF FACT

### Project Summary

#### 1) Proposal

Pat Brady is proposing to rent 109 storage units on an existing 659 acre parcel. The property is located at the intersection of US Highway 287 and Old Town Road. The property was previously approved for 68 storage units, but they were never constructed

The owner is proposing to construct six buildings containing the 109 enclosed storage units and two separate outside parking areas for vehicles, campers, RVs and for boat storage. The South building 50'x 360' with 18,000 square feet of ground coverage consisting of twenty-four (24) 15'x 50' units. The West building will be 50'x 75' with 3,750 square feet of ground coverage consisting of five (5) 50' x 15' units. The North building will be 30'x 200' with 6,000 square feet of ground coverage consisting of thirty-six (36) 10'x 15' units and twelve (12) 5'x 10' units. The farthest North buildings will consist of three buildings that are all 15'x 80' with 3,600 square feet of total ground coverage consisting of twenty (20) 10'x 15' units and twelve (12) 5'x 10' units. The total ground coverage of all six buildings totals 31,350 square feet.

Access to the storage unit facility will be via Old Town Road, a county road. Prior to construction of the facility a County Road Approach Permit must be approved by the Broadwater County Public Works Director.

#### 2) Project Characteristics

Size:	659 acres
Present land use:	Vacant land with one shed for the owner's personal use
Access:	Approach to Old Town Road



Utilities:	No current utilities to the property, but power for outdoor lighting is anticipated
Water/Sewer:	None proposed
Adjacent land uses:	Residential and Agricultural
Zoning:	This property is not currently zoned
Covenants:	None proposed

### 3) Findings

This application is being reviewed according to the Application & Review of Building for Lease or Rent (Section 6) of the BLR Regulations. Evaluation of the application’s compliance with Section 6 of the BLR Regulations is discussed below, with recommended conclusions summarizing findings based on each evaluation.

#### a. Compliance with Section 6.A of the BLR Regulations

Section 6.A of the BLR Regulations outlines what is required of an “Application Submittal” for a BLR Application. The application and review fees were submitted to the Broadwater County Community Development Office on February 1, 2024 and additional material was submitted and deemed sufficient on March 7, 2024. All of the required documents have been submitted.

### 4) Review Process

This application is being reviewed according to the Review Process outlined by Section 6.B of the BLR Regulations. The following is the timeline of the application:

- The applicant’s representative submitted the application and fees on February 1, 2024
- A letter of incompleteness, requesting additional information, was mailed to the applicant’s representative on February 16, 2024
- The applicant’s representative submitted the requested information on February 23, 2024
- The application was deemed complete on March 7, 2024
- The County Commissioners are scheduled to review the application April 3, 2024
- The County Commissioners must send a letter to the landowner of the approval, conditional approval or denial of the application prior to the end of the 60 day review period (May 31, 2024)

## 5) Relevant Review Criteria

The recommended findings of the reviewer are stated below and are based on the BLR Application materials provided by the applicant's representative and in accordance with the Governing Body Decision (Section 6.C) of the 2014 Broadwater County Building for Lease or Rent (BLR) Regulations.

Per Section 6.C of the BLR Regulations, the governing body may approve or conditionally approve the proposed buildings for lease or rent upon finding:

- a. The proposed buildings for lease or rent, as submitted or conditioned, comply with these regulations and other regulations applicable to the property, and avoid or minimize potential significant impacts on the physical environment and human population in the area affected by the buildings for lease or rent;

The BLR Regulations do not include specific design or performance standards that are applicable to the project, but rely on the review criteria and administrative provisions of the regulations, which the project complies with. For this application, no other regulations are applicable since the land, buildings and units will remain under the ownership of the applicant.

- b. Adequate water, wastewater, and solid waste facilities are available to serve the buildings for rent or lease;

No water, wastewater or solid waste facilities are proposed for this storage unit facility.

- c. Adequate access to the site is provided to serve the buildings for lease or rent;

There is one proposed access for entering and exiting the property. The access is proposed to be located approximately 450 feet east of the Highway 287/Old Town Road intersection. Upon entry to the site, vehicles will be able to drive completely around the north building allowing access from all sides and will be able to drive on the North side of the South building allowing access from the front. An approach will need to be requested, and approved by the Broadwater County Public Works Director.

- d. Adequate emergency medical, fire protection, and law enforcement services are available to serve buildings for rent or lease;

According to the BLR Application, there are no proposed emergency medical, fire or law enforcement services proposed to serve the buildings. However, in the event of an emergency at this location the Three Forks

Ambulance Service, Three Forks Fire Department and the Broadwater County Sheriff's Office have jurisdiction.

- e. The buildings for lease or rent comply with any applicable flood plain regulations

This property is not located within a designated floodplain.

## 6) RECOMMENDATION

Staff recommends approval of the BLR application for the Brady Storage Units #2, subject to the conditions below. All conditions are based on the findings identified in this report and are recommended to ensure compliance with the BLR Regulations and other applicable laws and regulations.

## CONDITIONS

1. The development and use of the property as a storage unit facility providing buildings for lease or rent shall be in substantial compliance with the plans reviewed and approved by the governing body. *(BLRR 6.C)*
2. The approval of the Brady Storage Units BLR application is based on the proposal to lease or rent the individual storage units, which shall continue to be owned by the landowner. Any change that results in the current or future landowner or designee selling the individual storage units, as a separately owned unit, is not approved. Residential use of the facility, in any capacity, is expressly prohibited. *(BLRR 6.C)*
3. An approach permit shall be obtained from the Broadwater County Public Works Department for access from the county road to the storage unit facility. Installation of the approach shall be completed in accordance with the approved permit and installation approved by Broadwater County. The approved approach permit shall be submitted to the Broadwater County Community Development Office upon approval. *(BLRR 6.C)*
4. These conditions of approval shall be met within two years from the date of approval *(BLRR 2)*



## Family Transfer Exemption Claim Procedure

The Broadwater County Subdivision Regulations (BCSR), as amended January 18, 2023) provide the following:

The Montana Subdivision and Platting Act (MSPA) provides miscellaneous exemptions for some divisions of land, which are found in Part 2 of Title 76, Chapter 3, MCA. These divisions are exempt from local subdivision review and approval and are therefore not subject to the review requirements or design standards of these regulations. However, pursuant to Section 76-3-504 (1)(p), MCA local subdivision regulations, must, at a minimum, establish criteria that the governing body or reviewing authority will use to determine whether proposed methods of disposition, using the exemptions provided in Section 76-3-201 or 76-3-207, MCA, are attempts to evade the MSPA. *BCSR, IX-A.*

When determining whether an exemption is claimed for the purpose of evading the MSPA, the subdivision administrator and governing body shall consider all the surrounding circumstances which may include but are not limited to: the nature of the claimant's business and use of the parcel, the prior history of the particular tract in question, the proposed configuration of the tract(s) if the proposed exempt transactions are completed, and any pattern of exempt transactions that will result in the equivalent of a subdivision without local government review." *BCSR, IX-B-2.*


In order to prevent abuses of the family transfer exemption, claims will be evaluated as follows:

1. Claimant submits complete exemption claim application to Broadwater Community Development and Planning Department (Planning Department).
2. Planning Department reviews application materials for completeness and appropriateness of exemption.
3. Planning Department determines that application is complete and acceptable.
4. Planning Department prepares staff report and schedules consideration of exemption claim with the County Sanitarian, County Attorney or Deputy County Attorney, and Commissioners. The Planning Department may also consult with the Examining Land Surveyor, Broadwater County Clerk and Recorder, County Health Department, Public Works Director, and other staff as needed. All parties will review documents and completeness, comment and suggest corrections if necessary.
5. Exemption claim is placed on Commission's regular agenda.
6. Planning Director presents a summary of the proposed division of land and any concerns about the Claimant's potential intent to evade subdivision review.

7. Commission Chair requests Claimant (or representative with the power of attorney) come forward, and administers the following oath:

DO YOU SOLEMNLY SWEAR [OR AFFIRM] THAT THE TESTIMONY THAT YOU ARE ABOUT TO GIVE REGARDING THE \_\_\_\_\_ FAMILY TRANSFER EXEMPTION IS THE TRUTH, THE WHOLE TRUTH, AND NOTHING BUT THE TRUTH?

8. Commission members ask questions about all relevant circumstances, aimed at determining whether the exemption claim is an attempt to evade subdivision review. Questions may include, but are not limited to:

- Have you made prior subdivision exemption claims on any property in Broadwater County?
- Is your primary residence located on this parcel?
- Do you own more than one parcel in Broadwater County?
- Why are you proposing this division of land?
- What is the history of this parcel?
- How long have you owned or had an interest in this parcel?
- Was another family member's name previously on the deed to this parcel? If so, when was the family member's name removed? How was the parcel of land transferred from one family member to another?
- Was the parcel created or affected by a previous exemption?
- Please describe any previous family transfers in which you or the intended recipients have been involved.
- Have you (or a recent owner) previously expressed an interest in subdividing the parcel? If yes, why didn't you (or the recent owner) pursue subdivision?
- Have you previously attempted to sell any portion of this parcel?
- Have you, or your immediate family members, had any discussion with a person interested in purchasing a portion of your land?
- Other than the intended disposition set forth in your application on file with the Planning Department, is there any type of agreement, oral or written, regarding the creation, sale or development of the parcel involved in this division of land?
- Does this proposed family transfer exemption create more than one remaining parcel of less than 160 acres?
- Is the parcel located within a subdivision? If so, do the covenant allow for further subdivision of the parcels? 

9. Commission evaluates whether the claim is an appropriate exemption or an attempt to evade the Montana Subdivision and Platting Act and/or the Broadwater County Subdivision Regulations.

10. If approved, Chair signs survey (and/or additional documents) confirming the

Commission's approval of the exemption, then returns documents to Planning Department.

11. Claimant picks up signed documents from Planning Department and then records documents with Clerk and Recorder.

12. The County may file a court action to set aside land transfers which violate either the Montana Subdivision and Platting Act or the Broadwater County Subdivision Regulations. Claimants or persons acting on their behalf who misrepresent their intentions regarding a family transfer exemption are subject to criminal prosecution as provided in Section 76-3-207(6), MCA.

13. The County Attorney's Office and Planning Department will not advise Claimants on the exemption claim process. Claimants are encouraged to consult independent counsel.



## SUBDIVISION EXEMPTION CLAIM APPLICATION

The subdivision exemption request will be examined pursuant to §76-3-201 & §76-3-207, MCA and according to the criteria that the governing body or reviewing authority will use to determine whether proposed methods of disposition are attempts to evade the Montana Subdivision and Platting Act. The review criteria utilized by the governing body can be found in Section IX. Divisions of Land Exempt from Subdivision Review of the Broadwater County Subdivision Regulations (BCSR). *BCSR*, Section IX (last amended Jan. 18, 2023).

A pre-application meeting with the Subdivision Administrator is required prior to applying for an exemption pursuant to Section IX-B and IX-C. Claimants may seek a subdivision exemption claim on one parcel per application.

### 1. The Exemption Review Criteria

*BCSR*, Section IX-B-2, states that the review criteria may include but is not limited to:

- i. the nature of the claimant's business;
- ii. the prior history of the tract in question;
- iii. the proposed configuration of the tracts; and
- iv. any pattern of exempt transactions that will result in the equivalent of a subdivision without local government review.

*BCSR*, IX-B-2(a). Exempt divisions of land that would result in a pattern of development equivalent to a subdivision may be presumed to be adopted for purposes of evading the MSPA based on the surrounding circumstances listed above. *BCSR*, IX-B-2(b). When determining whether an exemption is claimed for the purpose of evading the MSPA, the subdivision administrator shall consider the criteria for review outlined for the specific exemptions listed in Section IX-C. *BCSR*, IX-B-2(c).

## 2. Required Documents

Claimants requesting an exemption listed under Section IX-C will provide the Subdivision Administrator with two paper copies and a digital copy of the following documents:

- a draft certificate of survey 18"x24" or larger, amended plat 18"x24" or larger, or, where a survey is not required, a draft instrument of conveyance;
- evidence of entitlement to the claimed exemption (such as recorded deeds, contracts, restrictions, and covenants related to all the affected properties that have been recorded at the Broadwater County Clerk & Recorder Office within the past year); and
- documentation in support of the sanitation exemption(s), if applicable.

Additional submittal requirements of Section IX-B-2 and those specific to certain types of exemptions are listed in Section IX-C. *BCSR*, Subsections IX-C-1 to IX-C-7.

## 3. General Applicant Information (Applicant must be Claimant or representative with power of attorney. If applicable, please attach documentation of POA.)

### a. Claimant(s)

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

### b. Surveyor

Name: \_\_\_\_\_

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

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_



**c. Existing Tract of Record Information**

i. *Parcel and Project Description* (only one parcel per application)

Legal Description: \_\_\_\_\_

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

GEO Code: 43- \_\_\_\_\_

Parcel Total Size: \_\_\_\_\_

Number of tracts being created: \_\_\_\_\_

Existing Use: \_\_\_\_\_

ii. *History of the parcel*

A. Is the parcel proposed to be divided as the result of a division (subdivision or COS) that occurred after July 1, 1974? [ ] Yes [ ] No

B. If the answer is yes, describe the history of the division of the proposed parcel since July 1, 1974. Include the recorded date of the plat or survey, the name or number of the subdivision or the COS number of each division of the parcel, and the name of person who divided the property. If the parcel is within a platted subdivision, it is sufficient to reference the plat. (Attach copies of the recorded documents)

Date recorded	Subdivision/COS #	Exemption utilized	Name of person who divided the property

iii. *Has a subdivision application for the parcel previously been withdrawn or denied?*

[ ] Yes [ ] No

If yes, please provide the name of applicant and preliminary application date: \_\_\_\_\_

**4. Exemption Requested** (please select only one exemption per application by completing the appropriate corresponding section, a-e)

**a. Gift or Sale to Immediate Family Member**, § 76-3-207(1)(b), MCA and BCSR, Section IX-C-1

Recipient	Relationship to Claimant	Minor (Yes or No)

**b. Agricultural Exemption, § 76-3-207(1)(c), MCA and BCSR, Section IX-C-2**

This exemption requires a covenant running with the land in accordance with § 76-3-207(1)(c), MCA, and a signed and acknowledged recitation of the covenant on the face of the survey (or conveyance document). Any such certificate of survey must be accompanied by a separate, recordable, document citing the covenant.

Description of current use:

Description of proposed use: \_\_\_\_\_

**c. Relocation of Common Boundary Lines and Aggregation of Lots, § 76-3-207(1)(a),(d),(e), and (f), MCA and BCSR, Section IX-C-3**

Describe and provide documentation showing the need or reason for the relocation of the boundary lines or the aggregation of lots: \_\_\_\_\_

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

**d. Right-of-Way or Utility Site, § 76-3-201(1)(h), MCA and BCSR, Section IX-C-7**

Right-of-way \_\_\_\_\_ Utility Site \_\_\_\_\_

Description of current use and proposed use: \_\_\_\_\_

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

The Required Documents listed above along with the following:

\_\_\_\_\_ Documentation to verify the utility meets the term of a “public utility” in 69-3-101, MCA

\_\_\_\_\_ Landowner approval and proof of eminent domain authority by the utility

\_\_\_\_\_ Documentation to be filed shall include a notarized statement from the recipient accepting the right-of-way or utility site, and noticing that under § 76-3-201, MCA a subsequent change in the use to residential, commercial, or industrial subjects the division to review under the MSPA and the local subdivision regulations.

\_\_\_\_\_ Instrument of conveyance, such as a deed

**e. Other Exemption, § 76-3-201 & § 76-3-207, MCA and BCSR Section IX-C-4, 5, 6**

Reason/justification: \_\_\_\_\_

\_\_\_\_\_

i. *Mortgage Exemption* also requires the following:

- A statement of how many parcels within the original tract would be created by use of the exemption;
- The draft deed, trust indenture or mortgage for the exempt parcel (which states that the tract of land is being created only to secure a construction mortgage, lien or trust indenture);
- A statement explaining who will have title to and possession of the balance of the original parcel after title to the exempted parcel is conveyed;
- A signed statement from a lending institution that the creation of the exempted parcel is necessary to secure a construction loan for buildings or other improvements on the parcel; and
- Documentation that the lending institution is a financial or lending institution registered to do business in the State of Montana.

ii. *Court Order* also requires evidence of entitlement such as a copy of the Court Order.

## 5. Supplemental Questions

- a. Is the Claimant or any of their immediate family members in the business of dividing and selling land?  Yes  No
- b. Other than the intended disposition set forth in this application, is there any type of agreement, oral or written, regarding the creation, sale or development of the parcel involved in this division of land?  Yes  No
- c. Have you made prior subdivision exemption claims on any property in Broadwater County?  Yes  No
- d. Is your primary residence located on this parcel?  Yes  No
- e. Do you own more than one parcel in Broadwater County?  Yes  No
- f. Why are you proposing this division of land? \_\_\_\_\_
- g. What is the history of this parcel? \_\_\_\_\_
- h. How long have you owned or had an interest in this parcel? \_\_\_\_\_
- i. Was another family member's name previously on the deed to this parcel?  Yes  No
1. If so, when was the family member's name removed? \_\_\_\_\_
2. How was the parcel of land transferred from one family member to another?
- j. Has the Claimant contacted the Broadwater County Treasurer for certification that all real property taxes and special assessments assessed and levied on the land to be divided have been paid?  Yes  No
1. Are all taxes and special assessment paid to date?  Yes  No

k. Has the Claimant contacted the Broadwater County Clerk and Recorder to check the status of liens on the property?  Yes  No

1. Are there any liens on the property?  Yes  No

l. Please describe any previous family transfers in which you or the intended recipients have been involved. \_\_\_\_\_

m. Was the parcel created or affected by a previous exemption?  Yes  No

n. Have you (or a recent owner) previously expressed an interest in subdividing the parcel?

Yes  No

1. If yes, why didn't you (or the recent owner) pursue subdivision? \_\_\_\_\_

o. Have you previously attempted to sell any portion of this parcel?  Yes  No

1. If yes, when and why did you attempt to sell it? \_\_\_\_\_

2. When and why did you decide not to sell it? \_\_\_\_\_

3. Are any persons other than your immediate family members interested in purchasing or developing any of the parcels involved in this division of land?  Yes  No

p. Does this proposed family transfer exemption create more than one remaining parcel of less than 160 acres?  Yes  No

q. Is the parcel located within a subdivision?  Yes  No

1. If so, do the covenants allow for further subdivision of the parcels?

Yes  No

## 6. Acknowledgements

\_\_\_\_\_ I/we understand that the State of Montana provides that certain divisions of land, which would otherwise constitute subdivisions, are exempt from local subdivision review and approval, unless the transactions are an attempt to evade the Montana Subdivision and Platting Act.

\_\_\_\_\_ I/we affirm that this exemption claim is not an attempt to evade the Montana Subdivision and Platting Act.

\_\_\_\_\_ I/we recognize that I may be subject to penalty if my actions are deemed to be an effort to evade subdivision review, as set forth in the Montana Code Annotated § 76-3-301(3), MCA, which states

“if transfers not in accordance with the Montana Subdivision and Platting Act are made, the County Attorney shall commence action to enjoin further sales or transfers and complete compliance with all provision of the Montana Subdivision and Platting Act. The cost of such action shall be imposed against the party not prevailing.”

Mont. Code Ann. § 76-3-301(3). Additionally,

“if a governing body can prove by documented evidence in a court of competent jurisdiction that a person has knowingly evaded subdivision regulations through the use of a division of land pursuant to subsection (1)(b) or (2)(b), that person is subject to a civil penalty of \$5,000 for each division of land, payable to the governing body.”

Mont. Code Ann. § 76-3-207(6).

\_\_\_\_\_I/we recognize that making false statements on this form could subject me to criminal prosecution for Perjury, § 45-7-201, MCA; False Swearing, § 45-7-202, MCA; and/or Unsworn Falsification to Authorities, § 45-7-203(1), MCA.

**7. Signatures** (This document must be signed before a Notary by the Claimant or Claimant’s representative with power of attorney.)

I, \_\_\_\_\_, have read the foregoing Subdivision Exemption Claim Application and affirm that it is true and correct.

Claimant’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I, \_\_\_\_\_, have read the foregoing Subdivision Exemption Claim Application and affirm that it is true and correct.

Claimant’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF MONTANA )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally appeared before me and having been duly sworn did herein execute the above instrument for the purposes stated.

(SEAL)

\_\_\_\_\_  
Notary Public for the State of Montana

\_\_\_\_\_  
Printed Name

**OFFICE USE ONLY**

**\$400.00 Examination Fee**, as authorized by § 76-3-201(6) and § 76-3-207(4)(b), MCA,  
included:  Yes  No

**Required documents submitted:**  Yes  No

**Staff Signature:**

**Date:**