

PRELIMINARY SUBMITTAL

Amended Lot 3 of COS 2196 MS

A 2 LOT SUBSEQUENT MINOR SUBDIVISION

LOCATED IN A PORTION OF THE NW ¼ OF SECTION 1
T. 21 N., R 30 W., P.M.M., SANDERS COUNTY, MONTANA.

Owner: BKP Properties
15 Wilkes Creek Road
Thompson Falls, MT 59873

Consultant: Tim Smith, PLS
Timberline Land Surveyors
P.O Box 1565
Trout Creek, MT 59874



Sanders County Land Services Department

Subdivision Administration

November 13, 2024

Tim Smith, PLS (email to timberline.surveyors@yahoo.com)
Timberline Land Surveyors
PO Box 1565
Trout Creek, MT 59874

RE: First Element Review of Amended Lot 3 of COS 2196 Subsequent Minor Subdivision

Mr. Smith:

The subdivision application and the supplemental material for the proposed subdivision to create a two-lot, subsequent minor subdivision on a ±3-acre tract of land that may be described as a portion of land in the Southeast One-Quarter (SE1/4) of Section 1, Township 21 North, Range 30 West, P.M.M., Sanders County, Montana, further described as Lot 3 on Certificate of Survey No. 2196 MS, on file in the office of the Clerk and Recorder of Sanders County, have been reviewed.

The purpose of this letter is to notify you that the element review has been completed and it has been determined that the preliminary application has all the elements requested in the pre-application meeting.

This begins the 15-working-day review for sufficiency of the application in accordance with MCA 76-3-604 and the Sanders County Subdivision Regulations II-A-6.

Please do not hesitate to contact me with any questions or concerns regarding this letter or the subdivision review process.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris M. McComas".

Chris M. McComas
County Planner

cc: BKP Properties, LLC (email only: Mtaylor8775@yahoo.com)



Sanders County Land Services Department

Subdivision Administration

December 5, 2024

Tim Smith, PLS (email to timberline.surveyors@yahoo.com)
Timberline Land Surveyors
PO Box 1565
Trout Creek, MT 59874

RE: First Sufficiency Review of Amended Lot 3 of COS 2196 Subsequent Minor Subdivision

Mr. Smith:

The subdivision application and the supplemental material for the proposed subdivision to create a two-lot, subsequent minor subdivision on a ±3-acre tract of land that may be described as a portion of land in the Southeast One-Quarter (SE1/4) of Section 1, Township 21 North, Range 30 West, P.M.M., Sanders County, Montana, further described as Lot 3 on Certificate of Survey No. 2196 MS, on file in the office of the Clerk and Recorder of Sanders County, have been reviewed.

The purpose of this letter is to notify you that the preliminary plat application and required elements do not contain detailed, supporting information sufficient to allow for the review of the proposed subdivision, and the application is, therefore, insufficient. The following is the information that needs to be addressed in order to allow for the review of the proposed subdivision:

1. Road standards and existing road conditions:
 - a. Within the application, it appears that you intend to use a Low-Volume road standard. However, it is unclear why this standard is being used or if this standard is appropriate for this subdivision. SCSR Definitions sections define Low-Volume roads as "A road servicing 3 or fewer residential lots with no possibility of further subdivision." If any lot is proposed as a commercial lot, the local subdivision road standard would apply. Additionally, Lot 2 of COS 2196 has the potential to be further subdivided. If that were to happen, the threshold of 3 residential lots served by the road would be exceeded and would then require a local subdivision road standard.
 - b. Clearly identify the road standard that is proposed and justify the use of the road standard being proposed.
 - c. It is unclear what the existing conditions of the road are. Does the existing road meet subdivision road standards? Are improvements proposed to meet subdivision road standards? If the applicable road standard is not proposed to be met, a variance request would need to be submitted.
 - d. SCSR Section VII-G(a)(iii) requires a "T" turnaround or a cul-de-sac where street terminate. Add a cul-de-sac or "T" turnaround that meets the SCSR Section VII-G Table 1 standards or request a variance to this design standard.

2. Preliminary Plat Application Form:

- a. Item 6 of the form expresses the intention to make both lots single-family residential. Additionally, the DEQ application that was provided indicates both lots are single-family residential. During the pre-application meeting and on the pre-application form, one lot was proposed as commercial with the other as single-family residential. The covenants for this property indicate that all lots in the current subdivision are allowed to be residential, light commercial, and recreational. Is it the developer's intention to make these lots strictly single-family residential? Please provide clarification to ensure these lots are reviewed appropriately.

3. Legal and Physical Access

- a. SCSR Section II-A-4(a)(ii) requires the subdivision to provide legal and physical access to each parcel within the subdivision and the notation of that access on the applicable plat and any instrument transferring the parcel. Easements may need to be granted by the owner of Lot 2 of COS 2196 for this division. The existing joint access easement is for Lot 3 and Lot 2 dedication on COS 2196 does not indicate whether this joint access is legal access for subsequent divisions of land. Additionally, the width of the joint access easement as shown does not meet the minimum standards for easement width for a subdivision road. Does the existing approach physically lie within the joint access easement currently? If improvements to the approach are required is there adequate easement width to accommodate the improvements? Clearly describe how there will be legal and physical access to this subdivision.

4. Subdivision Road Name

- a. As submitted, the access road to Lot 3-B across Lot 3-A is a subdivision road. SCSR Section VII-G(a)(xiv) requires that all subdivision road names be approved by the Sanders County Rural Addressing Office prior to preliminary plat approval. Please provide documentation of the approved subdivision road name from Sanders County Rural Addressing.

5. Preliminary Plat

- a. SCSR Section VII-G(a)(iii) requires a "T" turnaround or a cul-de-sac where street terminate. Add a cul-de-sac or "T" turnaround easement that meets the SCSR Section VII-G Table 1 standards or request a variance to this design standard.
- b. SCSR Section VII-L(e) requires utility easements to be centered on lot lines. As proposed, the water and sewer line easements located outside of the 50' wide access and utility easement on the eastern boundary of Lot 3-A require a variance request.
- c. SCSR Section VII-L(f) requires that the utility easements be 15 feet wide. Easements for water and septic lines must be 15 feet wide or a variance must be requested for a lesser width.
- d. The drain field as shown does not lay completely within an existing or proposed easement. Provide easement on the face of the plat for the shared drain field and replacement drain field area that is of adequate size for maintenance and inspection of the drain field.

- e. Are the stormwater retention ponds for the benefit of both lots? If so, easements of adequate size for maintenance and inspection of the stormwater retention ponds and a shared maintenance agreement would be necessary.

6. Summary of Probable Impacts Introduction

- a. If any lot is considered for commercial use, a hard look at the whole Summary of Probable Impacts would be needed as there may need to be substantial revision.

7. Summary of Probable Impacts, Effects on Local Services

- a. Update Item 3a if the division is for other than just single-family residential as discussed above in paragraph 2.a. if applicable.

8. Summary of Probable Impacts, Effects on the Historic and Natural Environment

- a. Item 4b(iii) is lacking information related to the existing road. Describe the existing road, if it meets Sanders County Subdivision Road standards, and if improvements are or are not required.

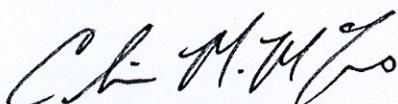
9. Summary of Probable Impacts, Effect on the Public Health and Safety

- a. Item 6c requires describing how the subdivision will affect the adjacent land uses. Please describe.

Please address the items discussed above. Within 15 working days of your submittal of additional information, Land Services will again perform a sufficiency review to determine whether the application contains detailed, supporting information sufficient to allow for the review of the proposed subdivision.

Please do not hesitate to contact me with any questions or concerns regarding this letter or the subdivision review process.

Sincerely,



Chris M. McComas
County Planner

cc: BKP Properties, LLC (email only: Mtaylor8775@yahoo.com)

TIMBERLINE
LAND SURVEYORS

P.O. Box 1565 Trout Creek, Montana 59874
Ph. 406-827-0768 or Ph. 406-396-7057

March 26, 2024

Response to First Sufficiency Review of “Amended Lot 3 of COS 2196” Subsequent Minor Subdivision

Items:

1. Road standards and existing road conditions:
 - a. The approach and first 100 feet of the existing road are used by both lots at this time and although the remainder of the road can be used by Lot 3-A its main purpose is to provide access to Lot 3-B.
The existing road is located entirely on Lot 3, Lot 2 of COS 2196 shares only the approach which is located inside of the highway right of way.
 - b. A Low-Volume road standard is proposed. Trips per day for one single family residence on lot 3-B and the road being less than 300 feet in length are the justification for the request.
 - c. The existing road meets minimum width and has a good base and top gravel. The road was constructed by Bob Taylor. The existing approach off of Montana Highway 200 will need to be brought up to current subdivision standards.
 - d. A “T” turnaround has been added to the Preliminary Plat.
2. Preliminary Plat Application Form:
 - a. Lot 3-A of this subdivision will be residential, single family and light commercial. Lot 3-B of this subdivision will only be residential, single family.
3. Legal and Physical Access:
 - a. Legal and physical access exists into this lot. The existing approach will need to be brought up to current subdivision standards. Lot 2 of COS 2196 MS would be responsible for the construction of any access road onto its property.

4. Subdivision Road name:
 - a. A road register name has been submitted to Sanders County Rural Addressing.
5. Preliminary Plat:
 - a. A "T" Turnaround has been added to the preliminary plat.
 - b. A Variance to Section VII-L(e) is included.
 - c. The proposed utility easements have been adjusted to be 15 feet wide.
 - d. An easement had been placed around the existing shared drainfield.
 - e. Each lot has a storm pond which is the responsibility of the individual lot owner.
6. Summary of Probable Impacts Introduction:
 - a. Lot 3-A is approved for and has been in use as a light commercial facility
7. Summary of Probable Impacts, Effects on Local Services:
 - a. Item 3a has been updated.
8. Summary of Probable Impacts, Effects on Historic and natural Environment:
 - a. Information pertaining to Item 4b(iii) has been added
9. Summary of Probable Impacts, Effect on the Public Health and Safety:
 - a. Information pertaining to Item 6c has been added.



Sanders County Land Services Department

Subdivision Administration

April 16, 2025

Tim Smith, PLS (email to timberline.surveyors@yahoo.com)
Timberline Land Surveyors
PO Box 1565
Trout Creek, MT 59874

RE: Second Sufficiency Review of Amended Lot 3 of COS 2196 Subsequent Minor Subdivision

Mr. Smith:

The subdivision application and the supplemental material for the proposed subdivision to create a two-lot, subsequent minor subdivision on a ±3-acre tract of land that may be described as a portion of land in the Southeast One-Quarter (SE1/4) of Section 1, Township 21 North, Range 30 West, P.M.M., Sanders County, Montana, further described as Lot 3 on Certificate of Survey No. 2196 MS, on file in the office of the Clerk and Recorder of Sanders County, have been reviewed.

The purpose of this letter is to notify you that the preliminary plat application and required elements do not contain detailed, supporting information sufficient to allow for the review of the proposed subdivision, and the application is, therefore, insufficient. The following is the information that needs to be addressed in order to allow for the review of the proposed subdivision:

1. Road standards and existing road conditions:

- a. As the existing road for this subdivision is 18 feet wide and the application describes the use of the Low-Volume Road standard, a variance will be required. Low Volume Road standard is for the use of residential lots only. Proposed Lot 3A is being reviewed for commercial use. Therefore, a variance request to SCSR Section VII-G Table 1 Item 2 is required to have a subdivision road that is not the Local standard 24-foot wide road.
- b. Proposed Lot 3B contains a hammerhead turnaround for the subdivision road. The plat must show the easement for this turnaround.

Please address the items discussed above. Within 15 working days of your submittal of additional information, Land Services will again perform a sufficiency review to determine whether the application contains detailed, supporting information sufficient to allow for the review of the proposed subdivision.

Please do not hesitate to contact me with any questions or concerns regarding this letter or the subdivision review process.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris M. McComas".

Chris M. McComas
County Planner

cc: BKP Properties, LLC (email only: Mtaylor8775@yahoo.com)

P.O. Box 519, 1111 Main St., Thompson Falls, Mt. 59873 • (406) 827-6965 • Fax: (406) 827-4388
cmccomas@sanderscounty.gov

TIMBERLINE
LAND SURVEYORS

P.O. Box 1565 Trout Creek, Montana 59874
Ph. 406-827-0768 or Ph. 406-396-7057

May 26, 2025

Response to Second Sufficiency Review of "Amended Lot 3 of COS 2196" Subsequent Minor Subdivision

Items:

1. Road standards and existing road conditions:
 - a. A variance request addressing Section VII-G, Table 1, Item 2 is included.
 - b. An easement for the hammerhead turnaround has been added to the Preliminary Plat.



Sanders County Land Services Department

Subdivision Administration

June 20, 2025

Tim Smith, PLS (email to timberline.surveyors@yahoo.com)
Timberline Land Surveyors
PO Box 1565
Trout Creek, MT 59874

RE: Third Sufficiency Review of Amended Lot 3 of COS 2196 Subsequent Minor Subdivision; Notice of Sufficient Application

Mr. Smith:

The subdivision application and the supplemental material for the proposed subdivision to create a two-lot, subsequent minor subdivision on a ±3-acre tract of land that may be described as a portion of land in the Southeast One-Quarter (SE1/4) of Section 1, Township 21 North, Range 30 West, P.M.M., Sanders County, Montana, further described as Lot 3 on Certificate of Survey No. 2196 MS, on file in the office of the Clerk and Recorder of Sanders County, have been reviewed.

The purpose of this letter is to notify you that the preliminary plat application has been found to be sufficient for review.

Please submit one (1) complete hard copy of the application package and one (1) electronic PDF for posting on the county website. Within the copies, please include each review letter and each submittal response from you within the application since the original application was submitted (to complete the original application).

The Board of Sanders County Commissioners must make a decision on this application within 35 working days of the date of this letter, giving a review deadline of August 11, 2025. The County Commissioners will be scheduled to review the preliminary plat application prior to the deadline. We will provide you with notices of the time and date of the meeting and a staff report with recommendations to the County Commissioners.

This determination of sufficiency does not ensure the proposed subdivision will be approved or conditionally approved by the governing body and does not limit the ability of the subdivision administrator or the governing body to request additional information during the review process.

Please do not hesitate to contact me with any questions or concerns regarding this letter or the subdivision review process.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris M. McComas".

Chris M. McComas
County Planner

cc: BKP Properties, LLC (email only: Mtaylor8775@yahoo.com)

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A. 1. Subdivision Introduction

TIMBERLINE
LAND SURVEYORS

P.O. Box 1565 Trout Creek, Montana 59874
Ph. 406-827-0768 or Ph. 406-396-7057

Subdivision Introduction

Bob & Mary Taylor, the owners of BKP Properties are subdividing this 3.00 acre lot to create 2 new lots. The property fronts along Montana Highway 200 and has an existing approach. A 50' wide easement is proposed along the existing road which is used to reach the living unit on proposed lot 3-B.

This lot is fully developed; structures, sanitation and water facilities, along with roads and parking areas are all in place and functioning. Shared agreements will be in place and easements along affected portions of the sewer and water lines are shown on the preliminary plat. All existing sanitation and stormwater facilities have been approved by DEQ and E.Q. # 20-1459.

With this lot already being fully developed, demands of local services such as the school bus, local fire department, local ambulance and the Sanders County Sheriff's office should remain as is.

Solid waste disposal for this subdivision is available through a private hauler or at the Thompson Falls roll-off site located along Montana Highway 200 east of Thompson Falls..

A. 2. Subdivision Application

Preliminary Plat Application

PART I GENERAL DESCRIPTION AND INFORMATION

1. Name of the proposed subdivision: AMENDED LOT 3 OF COS 2194 MS
2. Location (City and/or County): THOMPSON FALLS
Legal Access: MONTANA HIGHWAY 200
Legal description: 1/4 Nw 1/4 of Section 1 Township 21N Range 30W
3. Type of water supply system:
 - a. Individual surface water supply from spring
 - b. Multiple-family water supply system (3-14 connections and fewer than 25 people)
 - c. Service connection to multiple-family system
 - d. Service connection to public system
 - e. Extension of public main
 - f. New public system
 - g. Individual well (SHARED)
4. Type of wastewater treatment system:
 - a. Individual or shared on-site septic system
 - b. Multiple-family on-site system (3-14 connections and fewer than 25 people)
 - c. Service connection to multiple-family system
 - d. Service connection to public system
 - e. Extension of public main
 - f. New public system
5. Descriptive Data:
 - a. Number of lots or rental spaces: 2
 - b. Total acreage in lots being reviewed: 3.00
 - c. Total acreage in streets or roads: n/a
 - d. Total acreage in parks, open space, and/or common facilities: n/a

e. Total gross acreage of subdivision: 3.00 ac.

f. Minimum size of lots or spaces: 1.15 ac.

g. Maximum size of lots or spaces: 1.85 ac.

6. Indicate the proposed use(s) and number of lots or spaces in each:

2 Residential, single family

 Residential, multiple family

 Types of multiple family structures and numbers of each (e.g. duplex)

 Planned Unit Development (Number of units)

 Condominium (Number of units)

 Mobile Home Subdivision (Number of spaces)

 Recreational Vehicle Subdivision (Number of spaces)

 Commercial or Industrial

 Other (please describe) _____

7. Provide the following information regarding the development:

a. Current land use ONE SINGLE FAMILY RESIDENCE AND ONE SHOP WITH LIVING UNIT.

b. If a tract of land is to be subdivided in phases, an overall development plan indicating the intent for the development of the remainder of the tract.

c. Drafts of any covenants and restrictions to be included in deeds or contracts for sale.

Drafts of homeowners' association bylaws and articles of incorporation, if applicable. (Submitting a draft copy of homeowners' association bylaws and articles of incorporation is adequate for DEQ to initiate and complete its review of sanitary facilities, but a copy of the fully executed documents must be submitted before DEQ can issue final approval.)

Name, address, and telephone number of designated representative, if any (e.g., engineer, surveyor).

TIM SMITH, PLS
Name

827-0768
Phone

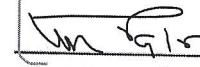
TIMBERLINE-SURVEYORS@YAHOO.COM
Email

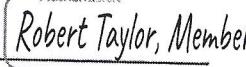
TIMBERLINE LAND SURVEYORS
P.O. BOX 1545 TROUT CREEK, MT 59874
Mailing Address

Name, address, and telephone number of owner(s).

BKP Properties, LLC

Name


Authentisign
Signature of owner


Authentisign
Robert Taylor, Member

Mailing Address

10/30/24

Date

406-531-8775

Phone

Mtaylor8775@yahoo.com

Email

Name, address, and telephone number of subdivider if different than owner(s).

Name

Signature of subdivider

Mailing Address

Date

Phone

Email

OFFICE USE ONLY

DATE RECEIVE _____ ELEMENT REVIEW COMPLETE _____ SUFFICIENCY REVIEW COMPLETE _____

DECISION DUE _____

AMOUNT DUE _____ AMOUNT RECEIVED _____

A. 3. Existing Covenants

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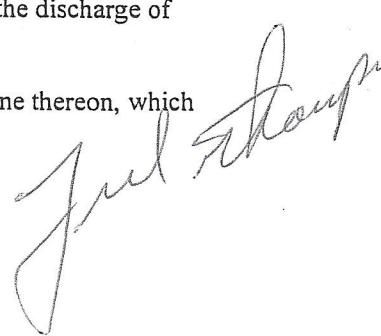
DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS
OF
THOMPSON MINOR SUBDIVISION

WHEREAS, DECLARANT is the owner of certain property located in Sanders County, Montana, which is more particularly described as Thompson Minor Subdivision.

Now, therefore, the Declarant does hereby declare that the subdivision above described shall be sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property, and shall be binding on all parties having or acquiring any right, title, or interest in the described properties, and shall inure to the benefit of each owner thereof. The word "lot" as used herein shall refer to each lot of the Subdivision.

1. No lot shall be less than one acre.
2. No dwelling, house, or any part thereof shall be erected on any lot within twenty (20) feet of the boundary line.
3. All dwellings, or houses must have a continuous perimeter foundation of concrete blocks. A WW, or poured concrete or similar, and a minimum single floor size of 1200 square feet. The dwelling or house may be of frame, log construction, or modular home.
4. The availability, quantity, and installation of individual services, such as: electrical power, telephone, water, and sewer shall be the individual lot owner expense and responsibility, consistent with all appropriate regulations.
5. Not lot shall be used or maintained as a dumping or storage area for rubbish, trash, or garbage, garbage recycling, or target ranges.
6. No gates, fences, or obstructions will be allowed on the road system.
7. Large animals are allowed if contained within a fenced area. No animal feeding yards will be permitted on any lot.
8. No domestic animal may be allowed to become an annoyance or nuisance to the neighborhood. No dog may run at large or endanger wildlife.
9. Fences shall be well constructed, applicable to the stock being held and the owner of stock is responsible for the fence.
10. All lot owners must comply with the Laws and Regulations of the State of Montana and Sanders County as to fire protection, building construction, sanitation, public health and safety.
11. Any lot owner causing undo physical damage to the road system of Thompson Subdivision with such activities such as logging, heavy hauling such as cement trucks shall be solely responsible to repair such damage as they caused.
12. Commercial buildings and use permitted from highway side property line to a depth of not over 220'.
13. Except in an emergency situation that is necessary for the preservation of life or property, the discharge of firearms is prohibited.
14. No obnoxious or offensive activity shall be carried on upon any lot or shall anything be done thereon, which may become an annoyance or nuisance to neighbors.

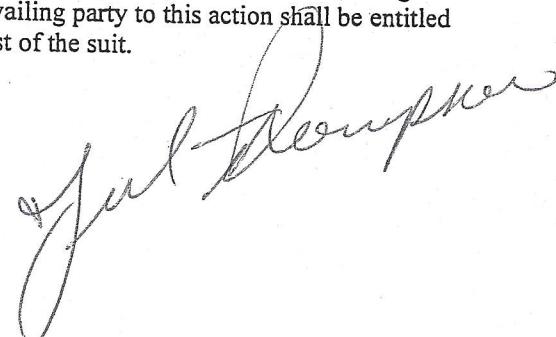
Subscribed and Sworn before me this 26th day of July 2001
Notary's Signature Leahie A. Dean
Notary for the State of Montana
Residing at Trout Creek
My Commission Expires 1-27-2003



DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTITONS
OF
THOMPSON SUBDIVISION

15. Garbage disposal (solid waste) shall:
 - a. garbage shall be stored in an insect and rodent proof container.
 - b. Garbage shall be hauled to a County designated disposal site.
 - c. The grounds and buildings shall be maintained in a neat and orderly manner.
16. Residents shall not hinder or harass wildlife in any manner.
17. No junked vehicles or cars will be allowed on any lot. No more than two pieces of large commercial equipment such as logging trucks, graders, loaders, and etc. will be allowed on a lot at any one given time.

The Declarant or any lot owner shall have the right to enforce by any proceeding at law or in equity all restrictions, covenants, conditions, reservations, and changes now or hereafter imposed by the provisions of the Declaration. The methods of enforcement may include proceeding to enjoin the violation, to recover damages or both. Failure by the Declarant or by any lot owner to enforce any provision shall in no event be deemed a waiver of the right to do so hereafter. The Declarant shall have no duty to take any affirmative action to enforce any restrictive covenant nor shall it be subject to any liability for its failure to so act. If any person entitled to do so shall bring formal legal action to enforce any provisions of this Declaration, the prevailing party to this action shall be entitled to recover from the other party reasonable attorney fees in addition to cost of the suit.



Subscribed and Sworn before me this 26th day of July, 2001
Notary's Signature Jackie A. Dean
Notary for the State of Montana
Residing at Trout Creek
My Commission Expires 1-27-2003

FIRST AMENDED DECLARATION OF
CONDITIONS, COVENANTS, AND RESTRICTIONS OF
THOMPSON MINOR SUBDIVISION

WHEREAS, the undersigned are the owners of all lots and real property located in the Thompson Minor Subdivision (the "Subdivision") in Sanders County, Montana which is situated on the following described parcel of land:

"Lots 1-5, shown on Certificate of Survey No. 2196MS, filed for record on August 16, 2001 in the Office of the Clerk and Recorder of Sanders County, Montana, all located in Section 1, Township 21 North, Range 30 West, M.P.M., Sanders County, Montana."

WHEREAS, on August 16, 2001, the developer of the Subdivision recorded a Declaration of Conditions, Covenants and Restrictions (the "Subdivision Covenants") for the Thompson Minor Subdivision, as Document No. 243361, Official Records of Sanders County, Montana.

WHEREAS, the undersigned are now the record owners of all property in the Subdivision, and they desire to amend the Subdivision Covenants to clarify certain provisions, and eliminate and add other provisions.

WHEREAS, this document ("First Amended Subdivision Covenants") is intended to restate and replace in their entirety all terms and provisions of the Subdivision Covenants, which are hereby revoked and shall no longer be effective from and after the recording of this document.

IN CONSIDERATION OF the adoption of these First Amended Subdivision Covenants, and the rights and benefits provided thereby, and other valuable consideration, the undersigned hereby declare that the Subdivision shall hereafter be subject to and controlled by the covenants, restrictions, provisions and conditions in these First Amended Subdivision Covenants, and that all lots and property in the Subdivision shall be sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property in the Subdivision. The word "Lot" as used in this document refers to each separately designated parcel of real property, bearing a separate recordable legal description, located in the Property. The Subdivision currently consists of five (5) Lots, designated Lots 1, 2, 3, 4 and 5. Should any of these lots be subsequently legally divided, each newly created lot shall be considered one (1) Lot for purpose of these Covenants.

1. No lot shall be less than one (1) acre in gross area, excluding roadways and streets, whether public or private. Any Lot hereafter created from the existing lots shall be subject to all terms and conditions of these Covenants.
2. No dwelling house, building, or other structure, or any part thereof, shall be erected within ten (10) feet of any boundary line for the Lot on which it is located. The minimum lot line setback for all structures shall be ten (10) feet.
3. All dwellings, houses or cabins must have a continuous perimeter foundation of poured concrete, concrete blocks or similar construction, extending a minimum of 24" inches below finished ground level. All dwellings, houses and cabins must be of wood or steel frame or log construction. Modular (but not mobile) homes with appropriate foundations as set forth in this paragraph are permitted. The minimum roof pitch for all dwellings, houses and cabins is 4 x 12.
4. Each owner of a Lot shall be responsible for providing, at his/her expense, all services required for the Lot, including electric, gas, water, sewer or septic, telephone, cable television and similar services. All such services must be installed in a manner consistent with applicable governmental and provider regulations.
5. No lot shall be used or maintained as a dump or storage place for garbage, debris, trash, junk, recycled materials, or similar items. Target ranges are prohibited on all Lots. Garbage, trash and other debris shall be stored in covered, insect, rodent, and wildlife proof containers, and shall be emptied at the County dump at least once every week.
6. No gates, fences, or other obstruction may be installed on any portion of the road system.
7. Large animals (such as steers, horses, llamas and similar animals) shall not be kept or grazed on any Lot. Animal feeding yards are prohibited.
8. No domestic animal (such as a dog or cat) shall be allowed to become a nuisance to people or other animals. Dogs may not run at large and shall be appropriately fenced, caged or otherwise restrained so that they do not endanger wildlife.
9. All fences shall be constructed of wood or steel and shall be maintained in good condition and repair for their intended purpose.
10. Any damage to roads or other common areas in the Subdivision caused by logging trucks, heavy hauling, cement trucks, excavators, or other equipment or vehicles shall be repaired at the sole expense of the owner(s) who hired or used the equipment or vehicles.

11. Residential, light commercial and recreational uses (but not industrial or heavy commercial) are permitted except as follows:

A. No activities shall be conducted on any Lot which cause excessive dust, odors, or noise, which would be offensive to a person of normal sensibilities. Night lighting may only consist of downward directed light fixtures or other strategically placed light fixtures which prevent direct lighting onto adjoining lots. All activities on any Lot must be conducted so as to respect the privacy and peaceful enjoyment of each other owner's Lot. * *SEE ATTACHED ADDENDUM*

B. No hazardous activities, or activities which cause damage to the environment, are permitted on any Lot.

C. At all times, Owners shall use their Lots with full respect for the privacy of other Lot owners and the peaceful enjoyment of their Lots.

12. Except in an emergency situation that is necessary for the preservation of life or property, the discharge of firearms is prohibited on any Lot.

13. All buildings, structures and grounds shall be maintained in a neat and orderly condition, consistent with that existing on other Lots in the Subdivision.

14. Wildlife contributes to the enjoyment of the area by all Lot owners. Accordingly, no person occupying or using any Lot may harass, hinder, or threaten wildlife in any manner.

15. No junk or inoperable vehicles shall be maintained on any Lot for a period greater than thirty (30) days.

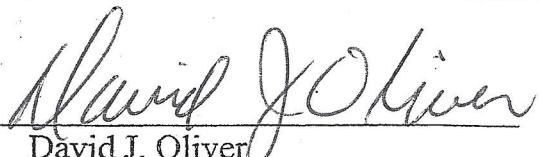
16. The covenants, conditions, restrictions and other provisions contained in these First Amended Subdivision Covenants may be enforced by any person owning an interest in any Lot, by legal action in the Montana District Court for the 20th Judicial District, Sanders County. In such action, the party seeking enforcement may obtain any legal remedy, including an injunction, order of specific performance, damages, or any other equitable or legal relief. The prevailing party in such action shall be entitled to recover all reasonable attorneys' fees and costs incurred by him/her in such action.

17. These First Amended Subdivision Covenants may only be amended, modified, revoked or otherwise changed by the unanimous vote of all Lots in the Subdivision, and subsequent recording of a written document which confirms the changes made. In this regard, each Lot shall be entitled to only one (1) vote, whether that Lot now exists or is subsequently legally created. Multiple owners of a single Lot shall cast their vote as they agree in writing, or absent such agreement, by simple majority vote of those owners.

18. The covenants, conditions, restrictions, and provisions contained in these First Amended Subdivision Covenants shall be binding upon, and inure to the benefit of, the undersigned, their heirs, successors and assigns, and all other persons owing any interest in any Lot in the Subdivision, now or in the future.

WHEREFORE, the undersigned, being the record owners of all Lots in the Subdivision, hereby execute and adopt these First Amended Subdivision Covenants.

DATED: 4-07-05

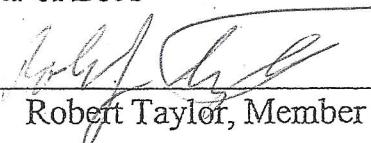


David J. Oliver

Owner of Lots 1 and 2

BKP PROPERTIES, LLC
Owner of Lot 3

DATED: 3-18-05

By: 

Robert Taylor, Member

DATED: 3-18-05

By: 

Mary Taylor, Member

DATED: 3/14/05

By: 

ROSS C. FRATZKE - OWNER - LOT 5

DATED: 4/20/05

By: 

MARK L. SULLIVAN - OWNER - LOT 4

DATED: 4/20/05

By: 

REBECCA J. SULLIVAN - OWNER - LOT 4

THE UNDERSIGNED, WHO HOLD A MORTGAGE OR DEED OF TRUST SECURITY INTEREST IN ONE OR MORE OF THE LOTS DESCRIBED ABOVE, HEREBY CONSENT TO THE CREATION AND RECORDING OF THE FOREGOING COVENANTS, PROVIDED THAT THEY SHALL IN NO MANNER AFFECT OUR RIGHTS UNDER THOSE SECURITY INSTRUMENTS.

FIRST STATE BANK
Beneficiary Under Deeds of Trust
Against Lots 3, 4 and 5

DATED: 3-18-05

By: 

Its VP

Addendum to 11. A.

The parties acknowledge that the noise and dust resulting from commercial activities as they are presently conducted on the lots, and the night lighting resulting from signs and lights as they currently exist on the lots, are expressly permitted. Noise and dust resulting from property improvement activities to any lot are also expressly permitted.

INITIALS: MO 4-6-05
Oliver Date

RJT 4-6-05
Taylor Date

MLS 4/20/05
Sullivan Date

PF 4/6-05
Fratzke Date

ROCKY MOUNTAIN BANK OF PLAINS
Beneficiary Under Deed of Trust
Against Lots 1 and 2

DATED: 4-11-05

By:

James R. Dorn

Its Branch President

STATE OF MONTANA)
:ss

County of Sanders)

On this 18 day of March, 2005, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared ROBERT and MARY TAYLOR, known to me or proven on satisfactory evidence to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that they are the members of BKP Properties, LLC, the entity on whose behalf they executed the foregoing document, that as such they have authority to execute this document on behalf of said company, and that they executed the same with the intent to legally bind said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Barb Dannasius [SIGN NAME ON THIS LINE]
Barb Dannasius [PRINT NAME ON THIS LINE]

Notary Public for the State of Montana

Residing at Dump Falls, Montana

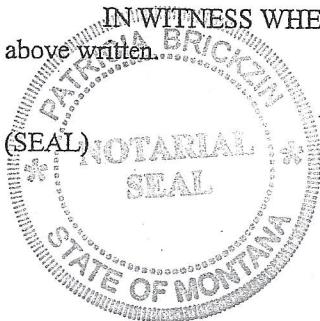
My Commission expires: 3-1-2008

STATE OF MONTANA)
:ss

County of Sanders)

On this 7 day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared DAVID J. OLIVER, known to me or proven on satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and (s)he acknowledged to me that (s)he executed the same with the intent to be legally bound by said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Patricia Bricklin
Patricia Bricklin
Notary Public for the State of Montana
Residing at Plains, Montana
My Commission expires: 4-9-2008

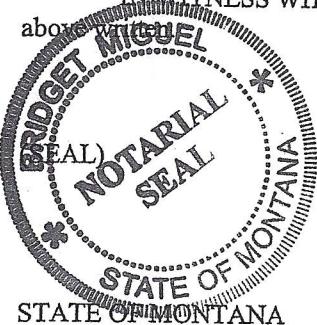
STATE OF MONTANA)

:ss

County of Sanders)

On this 11 day of March, 2005, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared ROSS C. FRATZKE, known to me or proven on satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and (s)he acknowledged to me that (s)he executed the same with the intent to be legally bound by said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first



Bridget Miguel [SIGN NAME ON THIS LINE]
Bridget Miguel [PRINT NAME ON THIS LINE]

Notary Public for the State of Montana
Residing at Thompson Falls, Montana
My Commission expires: April 14, 2008

STATE OF MONTANA)

:ss

County of Sanders)

On this 21 day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared MARK L. SULLIVAN, known to me or proven on satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and (s)he acknowledged to me that (s)he executed the same with the intent to be legally bound by said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first



Bridget Miguel [SIGN NAME ON THIS LINE]
Bridget Miguel [PRINT NAME ON THIS LINE]

Notary Public for the State of Montana
Residing at Thompson Falls, Montana
My Commission expires: April 14, 2008

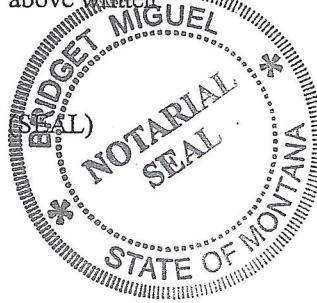
STATE OF MONTANA)

:ss

County of Sanders)

On this 21 day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared REBECCA J. SULLIVAN, known to me or proven on satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and (s)he acknowledged to me that (s)he executed the same with the intent to be legally bound by said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first



Bridget Miguel [SIGN NAME ON THIS LINE]
Bridget Miguel [PRINT NAME ON THIS LINE]

Notary Public for the State of Montana
Residing at Thompson Falls, Montana
My Commission expires: April 14, 2008

STATE OF MONTANA)
County of Sanders)

On this 11 day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared James R. Jacobs, known to me or proven on satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and (s)he acknowledged to me that (s)he is the Branch President of Rocky Mountain Bank of Plains, the bank on whose behalf (s)he executed the foregoing document, that as such (s)he has authority to execute this document on behalf of said bank, and that (s)he executed the same with the intent to legally bind said bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first
above written:

Patricia Bricker [SIGN NAME ON THIS LINE]
Patricia Bricker [PRINT NAME ON THIS LINE]
Notary Public for the State of Montana
Residing at Plain, Montana
My Commission expires: 4-9-2008

STATE OF MONTANA)
County of Sanders)

On this _____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared _____, known to me or proven on satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and (s)he acknowledged to me that (s)he is the _____ of First State Bank, the bank on whose behalf (s)he executed the foregoing document, that as such (s)he has authority to execute this document on behalf of said bank, and that (s)he executed the same with the intent to legally bind said bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first
above written.

[SIGN NAME ON THIS LINE]
[PRINT NAME ON THIS LINE]

115478 Cos 2196 MS

260565 BOOK: 1 MISC
STATE OF MONTANA SANDERS COUNTY PAGE: 5478 Pages: 0
RECORDED: 04/27/2005 2:39 KOI: SUBD DOCS
PAT INGRAHAM CLERK AND RECORDER
FEE: \$5.00 BY Bob McManus
TO: BKP PROPERTIES, LLC 9 PROSPECT LOOP, THOMPSON FALLS, MT

B. 1. Subdivision Guarantee

SCHEDULE A

Subdivision Guarantee

Order No.: CFT24588

Guarantee No.: 27030-232891951

Date of Guarantee: September 19, 2024 at 5:00 p.m.

Liability: \$1,000.00

Fee: \$200.00

A. Assured:

COUNTY OF SANDERS.

B. Assurances:

1) Description of the Land:

**A parcel of land in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1,
Township 21 North, Range 30 West, P.M.M., Sanders County,
Montana, further described as Lot 3 on Certificate of Survey No.
2196, on file in the office of the Clerk and Recorder of Sanders
County, Montana.**

2) Name of Proposed Subdivision Plat or Condominium Plat:

TBD

**3) That only the hereafter named parties appear to have an interest
showing in the public records affecting the land necessitating their
execution of the named proposed plat or map are as follows:**

BKP PROPERTIES, LLC, a Montana limited liability company

C. Parties holding liens or encumbrances on the title to said lands are:

1. Any right, title, or interest in any minerals, mineral rights, or related matters, including but not limited to oil, gas, coal and other hydrocarbons.
2. General County taxes for the year 2024 are a lien not yet due.
3. No liability is assumed for errors, omissions or changes in assessed evaluations or amount of taxes assessed by any state, county or city taxing authority.
4. Access to parcels is subject to a proper dedication of roads on the plat or map to be filed.
5. If any road involved in this subdivision needs a reservation for the use of future development, the developer must advise the title company prior to the sale of any lots.

D. Easements, claims of easements and restriction agreements of record are:

6. Any portion within the rights of way of Public or County Roads.
7. Certificates of Survey No. 2196, 751, 688, 336 and 286, filed in the office of the Sanders County Clerk and Recorder, and any matters disclosed thereby.
8. Easement for telephone and telegraph wires and poles, purposes and rights incidental thereto, granted to United States of America, by instrument dated May 29, 1937, recorded February 21, 1940 at Volume 40 of Deeds, Page 347, Sanders County records.
9. Any Covenants, Conditions, Restrictions and Amendments, including but not limited to the following; filed for record August 16, 2001 at ~~Micro~~ Miscellaneous No. 5009, Reception No. 203361, and filed for record April 27, 2005 at ~~Micro~~ Miscellaneous No. 5478, Reception No. 260565, Sanders County records; but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604.
10. Right-of-Way Easement for powerline, purposes and rights incidental thereto, granted to Northern Lights, Inc., by instrument dated September 17, 1999, recorded March 20, 2000 at ~~Micro~~ Micro No. 30603, Reception No. 238247, Sanders County records.
11. Easement for access and access approach, purposes and rights incidental thereto, by instrument dated October 17, 2001, recorded October 18, 2001 at ~~Micro~~ Micro No. 35459, Reception No. 244121, Sanders County records. Agreement to Cancel Easements, purposes and rights incidental thereto, recorded May 4, 2005 at ~~Micro~~ Micro No. 49862, Reception No. 260682, Sanders County records.
12. Permanent telecommunications easement, purposes and rights incidental thereto, granted to Sprint Communications Company L.P., by instrument dated February 10, 2012, recorded May 14, 2012 at ~~Micro~~ Micro No. 75015, Reception No. 290709, Sanders County records.

13. Right-of-Way Easement for powerline, purposes and rights incidental thereto, granted to Northern Lights, Inc., by instrument dated April 5, 2018, recorded May 7, 2018 at ✓Instrument No. 309565, Sanders County records.
14. State of Montana Department of Health and Environmental Sciences Certificate of Subdivision Plat Approval, filed for record February 4, 2020 at Miscellaneous No. 7596, Reception No. 315505, Sanders County records.
15. This policy does not include a search for U.C.C.'s, personal property taxes, and/or Bankruptcy, and liability therefore is expressly excluded herein.

NOTE: For tax information, please see the attached 2023 Real Property Tax Statement No. 6119.

End of Schedule A
Subdivision Guarantee No. 27030-232891951

B. 2. Existing Easements

347

COMPARED

No. 56959

RIGHT-OF-WAY-DEED

TELEGRAPH AND TELEPHONE LINES

KNOW ALL MEN BY THESE PRESENTS, THAT I, John Wuerl of Thompson Falls, in the county of Sanders, State of Montana, in consideration of One and no/100 dollars (\$1.00) to us in hand paid, and other good and valuable considerations, the receipt whereof is hereby duly acknowledged, do hereby grant, bargain, sell and convey unto the United States of America, an easement and right of way in gross over the following tract or parcel of land, situate, lying and being in the County of Sanders, State of Montana, and bounded and particularly described as follows:

SE4, Section 1, NE4, Section 12, T. 21 N., R 30 W., M.P.M.

the said right-of-way hereby granted is for the construction, maintnance, and full, free and quiet use and enjoyment of one line of poles bearing telephone and telegraph wires and traversing the above described premises according to the following general course and direction, to wit:

In a diagonal direction across the above described land as shown on the attached map.

and to be used for the purposes of communication by telephone and telegraph and none other.

This grant shall be effective so long as said easement shall be actually used for the purposes above specified and all rights hereunder shall revert to the owner of the land as soon as the said use thereof shall be abandoned and discontinued.

The grantee shall at all reasonable times have the right to enter for the purpose of construction, repairing, patrolling and removing such telephone and telegraph line, doing as little damage as possible.

In witness whereof, I have hereunto set my hand and seal this 29th day of May nineteen hundred and thirty seven.

Signed, Sealed and Delivered in the Presence Of:

A. S. Ainsworth (Seal)

(Seal)

John Wuerl (Seal)

State of Montana)
) ss:
County of Sanders)

I, A. S. Ainsworth, Notary Public in and for said County of Sanders, State of Montana, and residing therein, duly commissioned and sworn, my commission expiring Nov. 13th, 1939, do hereby certify that on this 29th day of May in the year on thousand nine hundred and thirty seven before me personally appeared John Wuerl well known to me to be the person described in and whose name subscribed to and who executed the within foregoing instrument and acknowledged that he executed the same as his free act and deed and for the consideration, uses and purposes therein set forth.

Witness my hand and official seal, at my office in said County and State the day and year in this certificate first above written.

(NOTARIAL SEAL)

(Seal)

A. S. Ainsworth
Notary Public in and for the County of
Sanders, State of Montana.

Filed for record on the 21st day of February, A. D. 1940, at 3:15 o'clock P. M., and recorded in Vol. 40 of Deed Records on page 347.

Elizabeth Willis, County Recorder
By Cecilia M. Krier, Deputy

35459

WARRANTY DEED
(Joint Tenancy)

FOR VALUE RECEIVED.

FRED L. THOMPSON
P.O. Box 786
Thompson Falls, Montana 59873

the Grantor does hereby grant, bargain, sell and convey unto

H. THOMAS WILLIAMS and D. GAIL WILLIAMS
P.O. Box 1289
Thompson Falls, Montana 59873

the Grantees, as joint tenants (and not as tenants in common), and to the survivor of said named joint tenants, and to the heirs and assigns of such survivor, the following described premises in Sanders County, Montana, to wit:

A tract of land in Section 1, Township 21 North, Range 30 West, PMM, more particularly described as Lot 3 on Certificate of Survey No. 2196-MS, filed for record August 16, 2001 in the office of the Clerk and Recorder of Sanders County, Montana

SUBJECT TO terms, conditions, easements and reservations depicted on Certificate of Survey No. 286, filed for record July 16, 1978, Certificate of Survey No. 688, filed for record October 18, 1983, Certificate of Survey No. 751, filed for record October 23, 1984, and Certificate of Survey No. 2196-MS, filed for record August 16, 2001, all records of the Clerk and Recorder of Sanders County, Montana.

SUBJECT TO an easement for electric transmission and/or distribution line, in favor of Northern Lights, Inc., dated September 17, 1999, recorded March 20, 2000 at Micro No. 30603, Sanders County records.

SUBJECT TO terms, conditions and provisions of Declaration of Conditions, Covenants and Restrictions of Thompson Minor Subdivision, filed for record August 16, 2001 at Miscellaneous No. 5009, Sanders County records.

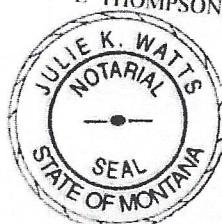
35459

DATED: This 17 day of October, 2001.

Fred L. Thompson
FRED L. THOMPSON

STATE OF MONTANA)
County of Sanders)
 ss

This instrument was acknowledged before me on this 17th day of October, 2001 by FRED
L. THOMPSON.



Julie K. Watts
Notary Public - State of Montana
Residing at *Hailey, MT*
My Commission Expires *12/4/03*

INDEXED
ef

244121

STATE OF MONTANA, COUNTY OF SANDERS
Recorded the 18th Day of October, 2001 at 4:55
O'clock P.M. Microfilm # 35459
Fee \$8.00 By Pat Ingraham County Recorder
Julie K. Watts Deputy

WARRANTY DEED
Page 3 of 3

After recording return to:
Claude I. Burlingame, P.C.
P.O. Box 1587
Thompson Falls, Montana 59873

49862

AGREEMENT TO CANCEL EASEMENTS

This agreement made and entered into this 8th MARCH 2005 by and between
DAVID J. OLIVER of Thompson Falls, Montana, (hereinafter Oliver), and BKP PROPERTIES,
LLC of Thompson Falls, Montana, (hereinafter BKP).

1. WHEREAS Oliver owns Lots 1 and 2 of Thompson Minor Subdivision, which has an access easement across the northerly end of said lots for the benefit of the adjacent Lot 3 of Thompson Minor Subdivision, (which easement was created by Warranty Deed recorded at Micro No. 35459, Sanders County records).
2. WHEREAS the Oliver property has been encumbered by Rocky Mountain Bank of Plains.
3. WHEREAS BKP owns Lot 3 of Thompson Minor Subdivision, which has an access easement across the northerly end of said Lot for the benefit of Lots 1 and 2, Thompson Minor Subdivision, (which easement was created by Warranty Deed recorded at Micro No. 35759, Sanders County records).
4. WHEREAS the BKP property has been encumbered by First State Bank of Thompson Falls.
5. WHEREAS Oliver and BKP have agreed to release the easements referenced above.

NOW in consideration of the mutual promises herein and other valuable consideration the parties agree:

1. The above recitals are incorporated herein as a material part of this agreement.
2. BKP hereby releases to Oliver and forever cancels the easement across Lots 1 and 2 of Thompson Minor Subdivision, created in Warranty Deed recorded at Micro No. 35459, Sanders County, Montana, which reads as follows:

"TOGETHER WITH an open, perpetual, non-exclusive easement, 15 feet in

49862

width on the existing road across the northerly 150 feet of Lot 2 and the northerly 80 feet of Lot 1, for access to that portion of Lot 3 lying northerly of the "Top of Bank" line shown on the survey. The limits of this easement are determined by the centerline of the existing road. This easement is appurtenant to and for the benefit of Lot 3 on Certificate of Survey No. 2196-MS, Sanders County records."

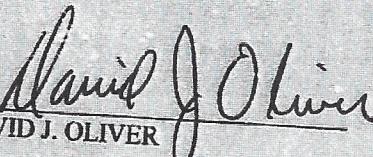
3. Oliver hereby releases to BKP and forever cancels the easement across Lot 3, Thompson Minor Subdivision, created in Warranty Deed recorded at Micro No. 35459, Sanders County records, which reads as follows:

"RESERVING for the benefit of Lot 2 on Certificate of Survey No. 2196-MS, an open, perpetual, non-exclusive easement, 15 feet in width on the existing road across Lot 3 for access to that portion of Lot 2 lying northerly of the "Top of Bank" line shown on the survey."

4. Rocky Mountain Bank and First State Bank by their respective endorsements hereon, acknowledge their respective consents to the relinquishment of easements herein.

5. The terms and provisions of this agreement shall inure to the benefit of and be binding upon the heirs, personal representatives and assigns of the parties hereto.

BKP PROPERTIES, LLC

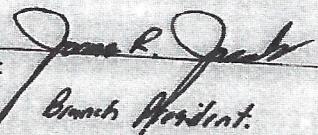

DAVID J. OLIVER


By: ROBERT TAYLOR, Member


By: MARY TAYLOR, Member

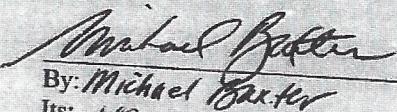
FIRST STATE BANK

ROCKY MOUNTAIN BANK

By: 
Its: Branch President

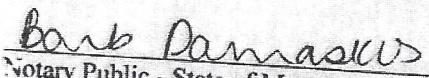
STATE OF MONTANA)

County of Sanders)
ss.)


By: Michael Baxter
Its: VP

This instrument was acknowledged before me on this 18 day of January, 2005 by DAVID J. OLIVER and BKP PROPERTIES, LLC, by its members ROBERT TAYLOR and MARY TAYLOR.




Barb Damaskos
Notary Public - State of Montana
Notary Printed Name: Barb Damaskos
Residing at: Thompson Falls
My Commission Expires: 3-1-2008

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BILLINGS DIVISION

RE TURN DOCUMENT TO:
TERRA 2
16037 S. BRADLEY DR.
OLATHE, KS 66062

JANET AMUNRUD, KALFELL RANCH, INC.,)
and FLYNN RANCH OF TOWNSEND, INC.)
for themselves and all others similarly situated,)
Plaintiffs,)
v.) CV 10-57-BLG-CSO
SPRINT COMMUNICATIONS COMPANY)
L.P.,)
Defendant.)

**EASEMENT DEED BY COURT ORDER
IN SETTLEMENT OF LANDOWNER ACTION**

WHEREAS, the parties to the above-captioned class action (the "Action") entered into a Montana Class Settlement Agreement, as of July 22, 2011, (the "Settlement Agreement") (terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement); and

WHEREAS, on February 10, 2012, the Court entered a final Order and Judgment approving the Settlement Agreement and ordering that this Action may be settled as a class action on behalf of the following class:

A class (the "Settlement Class") defined as:

a class comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, *provided*, that "Settlement Class" or "Class" does not

include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

Members of this Class are referred to below as Class Members; and

WHEREAS, the Settlement Agreement provides for the entry of an Easement Deed by Court Order in Settlement of Landowner Action by which the Settling Defendants acquire, to the extent that Class Members have the right to transfer it, a permanent telecommunications easement in the Right of Way adjacent to the property of each Class Member;

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. To the extent that each Class Member owns rights in the Easement Premises (as hereafter defined), the Class Member (the "Grantor") hereby grants to Sprint Communications Company L.P., together with its successors, assigns, and licensees (the "Grantee"), a permanent telecommunications easement in the Easement Premises. For each county in which this Easement Deed by Court Order in Settlement of Landowner Action is being recorded, a list of affected Class Members and their affected parcels is attached as Exhibit 1. Exhibit 1 shall describe Class Members' affected parcels with the following information, to the extent that it is in the Database of Identification Information: owner name; owner mailing address; tax map identification number; tax parcel identification number;

lot number; and section, township, and range. Exhibit 1 may describe Class Members' affected parcels with any other available information.

2. The terms and conditions of the permanent telecommunications easement that is the subject of this Easement Deed by Court Order in Settlement of Landowner Action are:

a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement") and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the "Telecommunications Cable System"), in, on, over, under, through and/or across the Easement Premises. The Easement Premises means all that real property that (a) either (i) is included within a parcel of property that is described in Exhibit 1 or (ii) has a common boundary with the property described in Exhibit 1 (the "Grantor's Property") (for purposes of this Telecommunications Cable System Easement Deed, a parcel of property shall be deemed to have a common boundary with the Easement Premises if it is separated by a non-

navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way ("Railroad Right of Way") and (ii) is on a side of the centerline of the Railroad Right of Way that is next to the Grantor's Property (the "Grantor Side"), and (iii) extends no more than ten (10) feet on each side of the Grantee's Telecommunications Cable System (A) as it existed on September 20, 2011 (B) where the actively used components of the Grantee's Telecommunications Cable System are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the Easement Premises, and the width of the moved component's Easement Premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single Grantor Side of the Railroad Right of Way, and (C) where new components are installed to connect the existing Telecommunications Cable System to the edge of the Right of Way. The Easement shall be construed to grant Grantee all rights necessary to abandon in place unused components of Grantee's Telecommunications Cable System.

The Easement shall not include the right to construct on the Easement Premises regenerator huts and similar structures ("Buildings") in addition to those existing on September 20, 2011. The Easement shall include the rights to repair, replace, and expand existing Buildings, provided, however, that no such repair,

replacement, or expansion shall increase the site that the Buildings occupy, or the height of any Building, by more than twenty-five percent. The Easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide Telecommunications Cable System.

The Easement includes the right to temporarily use the entire Grantor Side of the Railroad Right of Way for construction or maintenance, so long as Grantee uses its best efforts not to interfere with any real property which, although within the boundaries of the Easement Premises, is actually being used by Grantor; provided, however, that in no event shall Grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if Grantee's Telecommunications Cable System is currently located within such area. The Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property that underlies the Railroad Right of Way and, for repair and maintenance, over any existing private roads of Grantor, where access from public or railroad roads is not reasonably practical, provided Grantee has made commercially reasonable efforts to give prior notice to Grantor of Grantee's use of Grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Premises necessary or appropriate for the enjoyment of the Easement. Nothing contained herein shall constitute a waiver of any right that

Grantor may have for any damages to Grantor's property outside of the Easement Premises caused by Grantee's action. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

From and after February 10, 2012, subject to all the restrictions and limitations stated herein, the Easement includes the right to construct and install additional components of a Telecommunications Cable System within the Easement Premises. Grantee agrees that, unless (a) it is required to do so by the railroad or other owner of Railroad Right of Way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a Telecommunications Cable System in the area of the Easement Premises that is outside a parallel fence constructed by the railroad or other owner of Railroad Right of Way or is actually being used by the Grantor or its successor, provided, however, that the foregoing shall not be binding upon Grantee if Grantee's Telecommunications Cable System is currently located within such area. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are

within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Easement includes all rights necessary to the lawful occupation of the Easement Premises by an existing Telecommunications Cable System, and by any additional Telecommunications Cable System that is constructed and installed by or on behalf of Grantee in the Easement Premises and that is owned or operated by either (a) Grantee or (b) any person or entity to which Grantee sold, granted, leased, or otherwise transferred or may hereafter sell, grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such Telecommunications Cable System.

The Easement, however, does not apply to any Telecommunications Cable System that existed on September 20, 2011, but that was acquired by Grantee after that date (unless such Telecommunications Cable System or component thereof was acquired from any of Sprint Communications Company L.P.; Qwest Communications Company, LLC, f/k/a Qwest Communications Corporation; Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc.; WilTel Communications, Inc.; WilTel Communications, LLC; and Williams Communications, LLC, f/k/a Williams Communications, Inc., f/k/a Vyvx, Inc.).

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that Grantor shall not use a method of extraction that interferes with or impairs in any way the Easement, the Telecommunications Cable System, or the exercise of Grantee's rights herein.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Premises without the prior written consent of Grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its Railroad Right of Way, as provided in any agreement between the railroad and the Grantee, by applicable law, or otherwise.

It is understood and agreed that the Easement is not exclusive and is subject to all pre-existing uses and pre-existing rights to use the Easement Premises, whether such uses are by Grantor or others and whether for surface uses, crossings, or encroachments by communication companies or utilities. It is further understood and agreed that Grantor retains all of its existing rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and uses) on the Easement Premises, provided, however, and notwithstanding the foregoing, that Grantor shall not use or authorize others to use the Easement Premises in a

manner that interferes with or impairs in any way Grantee's Telecommunications Cable System or the exercise by Grantee of the rights granted herein.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Telecommunications Cable System.

Grantor conveys the Easement without warranty of title to any property interest in the Easement Premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between Grantor and any railroad or between Grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This Easement is not intended to impact or diminish any railroad's existing rights or property interests in the Right of Way. This Easement shall not be construed to permit Grantee to interfere with railroad operations. This Easement also shall not permit any component of a Telecommunications Cable System to remain in a Railroad Right of Way except (a) under existing or future agreements with the railroad or (b) in any Railroad Right of Way in which no railroad operates and no railroad retains

any right, title, or interest. This Easement also shall not permit any new components to be installed to connect the existing Telecommunications Cable System to the edge of the Right of Way in any Railroad Right of Way as to which the Interstate Commerce Commission or the Surface Transportation Board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

This Telecommunications Cable System Easement Deed is executed and delivered on behalf of Grantor for the purpose of granting the Easement to Grantee in, on, over, under, through and/or across the Easement Premises to the full extent of Grantor's right, title or interest, if any, in or to the Easement Premises, and the Easement granted hereby shall affect the Easement Premises only to the extent of Grantor's right, title, and interest therein. Grantor and Grantee agree that this Telecommunications Cable System Easement Deed shall not grant any rights to the Easement Premises, or any portion thereof, in which Grantor holds no right, title or interest.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement, right of way, license, lease, or any

similar instrument or court order. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Settling Defendants, the Grantor, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Easement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this instrument.

TO HAVE AND TO HOLD the Easement, rights and privileges unto Grantee, its successors and assigns in perpetuity or until such time as Grantee shall cause the Easement to be released of record.

3. Settling Defendants may record this Easement under the terms and conditions set forth in the Settlement Agreements.

Date: February 10, 2012

/S/ Carolyn S. Ostby
United States Magistrate Judge



UNITED STATES OF AMERICA } ss.
DISTRICT OF MONTANA }

I, PATRICK E. DUFFY, Clerk of the United States District Court for the District of Montana, hereby certify that the above and foregoing is a true copy of the original now on file in my office

Dated the 13th day of Feb, 2012

By Patrick E. Duffy Clerk

Deputy

1
Mail to:
Northern Lights
PO Box 269
Sagle ID 83860

309565 EASEMENT - R
STATE OF MONTANA SANDERS COUNTY
RECORDED: 5/7/2018 12:19 PM Pages: 2
Nichol Scribner Clerk and Recorder
FEE: \$14.00 BY: Berndsen
Return To: NORTHERN LIGHTS, INC.

WO#:20180132
Loc ID:32880

RIGHT-OF-WAY EASEMENT

NORTHERN LIGHTS, INC.

P.O. BOX 269, SAGLE, IDAHO 83860.....PHONE (208)263-5141

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more) BKP PROPERTIES, LLC for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto NORTHERN LIGHTS, INC., a cooperative corporation (hereinafter called the "Cooperative") whose post office address is P.O. BOX 269, SAGLE, IDAHO 83860, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of SANDERS, State of MONTANA, and more particularly described as follows:

For an underground secondary powerline, across a portion of the following described property: A tract of land in Section 1, T21N, R30W, P.M.M., more particularly described as Lot 3 on Certificate of Survey No.2196MS, filed for record August 16, 2001 in the office of the Clerk and Recorder, Sanders County, Montana.

and to construct, operate and maintain an overhead or underground electric transmission and/or distribution lines or systems on or under the above described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of circuits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by machinery or other means of trees and shrubbery located within 10 feet of the center line of said line or system, or that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions within a lateral distance of 20 feet from the center line of overhead line or 10 feet from center line of underground line; and the right to permit the installation of communication and other circuits on the poles of said electric transmission and distribution system.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed in, upon or under the above described lands by the Cooperative shall remain the property of the Cooperative, removable at the option of the Cooperative.

NORTHERN LIGHTS, INC.
RIGHT OF WAY EASEMENT

WO# 20180132

Loc ID:32880

BKP PROPERTIES, LLC

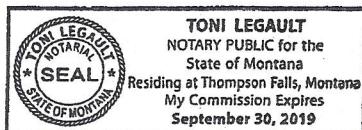
1. Manager Manager (title)

State of Montana)
SS

County of Sanders)

On this 5th day of April, 20 18, before me Toni Legault
_____, a Notary Public in and for the State of Montana, personally appeared Mary Taylor
_____, known to me to be the Member/Manager (title), of
the limited liability company that executed this instrument or the person who executed the instrument on behalf of
said limited liability company and acknowledged to me that such limited liability company executed the same.

WITNESSED my hand and official seal hereto affixed the day and year first above written

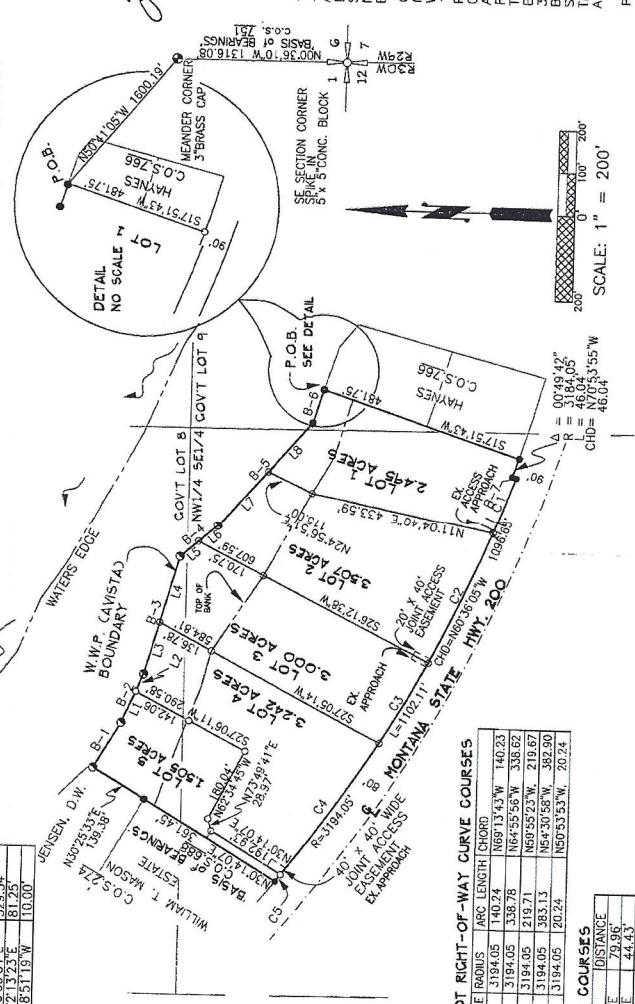


Joe Leyendecker
Notary Public for State of Montana
Residing at Thompson Falls
Commission expires 9-30-19

B. 3. Current Survey

TABLE OF BOUNDARY COURSES

Located in a Portion of Gov't Lot 8 in the NE1/4 & in the SE1/4 & in Portion of the NW1/4 SE1/4 all in, SECTION 1, TOWNSHIP 21 NORTH, RANGE 30 WEST, P.M.M., SANDERS COUNTY, MONTANA



CERTIFICATE OF OWNERS — DEDICATION

I (WE), THE UNDERSIGNED PROPERTY OWNER(S) CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND PLATTED INTO THE PARCELS AS SHOWN TO BE KNOWN AS THOMPSON MINOR SUBDIVISION PLAT

Jed Thompson 7-26-01
OWNER DATE

SUBSCRIBED AND SWORN BEFORE ME, 20 01.

NOTARIAL PUBLIC FOR THE STATE OF MONTANA
RESIDING AT Livingston
MY COMMISSION EXPIRES 1-26-2002

LEGAL DESCRIPTION

A PARCEL OF LAND SHOWN HEREON AS THOMPSON MINOR SUBDIVISION PLAT, LOCATED IN A PORTION OF GOVT. LOT 8 IN THE NW1/4, GOVT. LOT 9 IN THE NORTH, RANGE 30 WEST, P.M.M., SANDERS COUNTY, MONTANA THE EXTERIOR BOUNDARY WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE N036 10' W, 1516.08' TO A BRASS CAP THAT MARKS A MEANDER CORNER WHICH LIES ON THE AVISTA (W.W.P.) BOUNDARY; THENCE N5041 10' W, 1800.19' TO A POINT WHICH LIES ON THE AVISTA (W.W.P.) BOUNDARY AND TO THE POINT OF BEGINNING; THENCE S1751 43' W, 481.75' TO A POINT WHICH LIES ALONG THE NORTHERLY RIGHT-OF-WAY OF MONTANA STATE HIGHWAY NO. 200; THENCE ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A CIRCLE, RADUS 145', THENCE ALONG THE CHORD WHICH BEARS, N7035 52' W, 46.04' TO THE CHORD WHICH BEARS, N5035 05' W, 1096.65'; THENCE LEAVING SAID RIGHT-OF-WAY, N5014 07' E, 36.45' TO THE CHORD WHICH BEARS, N3025 33' E, 139.38'; THENCE ALONG SAID AVISTA BOUNDARY, S5940 00' E, 124.22' TO THE CHORD WHICH BEARS, S4850 34' E, 329.34'; THENCE S4124 25' E, 572' 13" 23' E, 8.25' TO THE POINT OF BEGINNING.

PARCELS ARE SUBJECT TO EASEMENTS APPARENT OR OF RECORD.

DEQ - W.W.P. # 5010

CERTIFICATE OF PLAT APPROVAL

THE COUNTY BOARD OF COMMISSIONERS OF SANDERS COUNTY CERTIFIES THAT IT HAS EXAMINED THE SUBMISSION PLAT AND HAVING FOUND THAT IT CONFORMS TO THE LAW, APPROVES IT.

Carol P. Lewis 8-16-01
COMMISSIONER CHAIRMAN DATE
Patricia Johnson *Carol P. Lewis*
CLERK & RECORDER *Carol P. Lewis* DATE
SANDERS COUNTY, MONTANA

CERTIFICATE OF COUNTY TREASURER
I, HEREBY CERTIFY, PURSUANT TO SECTION 76-3-611(1)(b), THAT ALL THE REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE ABOVE DESCRIBED LAND HAVE BEEN PAID.

DATED THIS 21ST DAY OF July, 20 01.

Carol P. Lewis *Carol P. Lewis* TREASURER

CERTIFICATE OF CLERK & RECORDER
I, HEREBY CERTIFY, PURSUANT TO SECTION 76-3-611(1)(b), THAT ALL THE REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE ABOVE DESCRIBED LAND HAVE BEEN PAID.

DATED THIS 21ST DAY OF July, 20 01.

CERTIFICATE OF CLERK & RECORDER
I, HEREBY CERTIFY, PURSUANT TO SECTION 76-3-611(1)(b), THAT ALL THE REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE ABOVE DESCRIBED LAND HAVE BEEN PAID.

DATED THIS 21ST DAY OF July, 20 01.

Rocky Mountain Surveyors

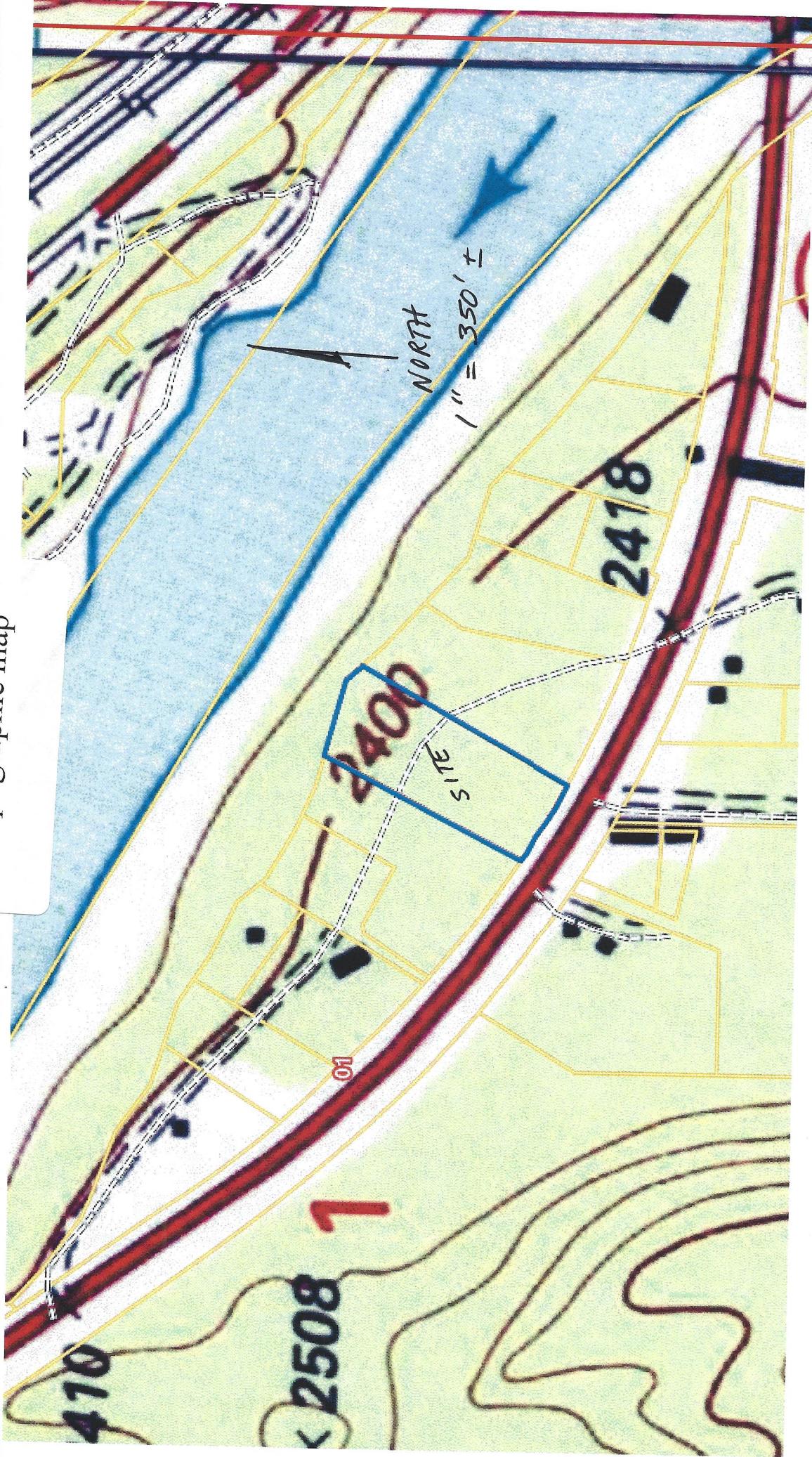
CERTIFICATE OF SURVEYOR
SANDERS COUNTY, MONTANA
PRINCIPAL SURVEYOR, MONTANA
SURVEY No. 21411

20 01 AT 11:35 AM O'CLOCK
DAN S. WILSON, BRIAN D. TURNER, DEP
SANDERS COUNTY CLERK & RECORDER PEE #300

B. 4. Legal Access

C. 1. Topographic Map

Topographic map

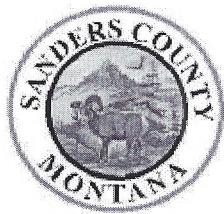
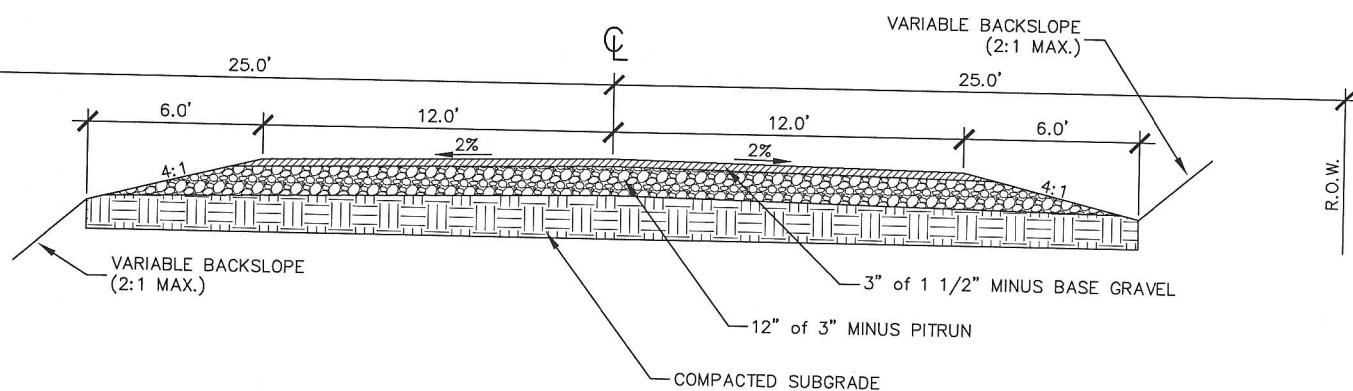


C. 2. Existing Access

C. 3. Road Design Standards

F-2. TYPICAL GRAVEL ROAD SECTION

STANDARD GRAVEL SECTION



SANDERS COUNTY
8/22/13

Road Classification	Gravel Surface Width	Right-Of-Way Width
Collector	26 ft.	60 ft.
Local	24 ft.	50 ft. *
Low Volume	18 ft.	50 ft. *

* 60 ft. Right-Of-Way Width required in Hilly Terrain

C. 4. Private Road Maintenance Agreement

"PRIVATE ROAD MAINTENANCE AGREEMENT"

This Declaration made and entered into this _____ day of _____, 20____

WHEREAS, The private road known as "BKP Lane" being located in "Amended Lot 3 of" Thompson Minor subdivision, and located in a portion of Section 1, T. 21 N., R. 30 W., P.M.M., Sanders County, Montana.

And whereas, the undersigned owners are the owners or users of said private road and desire to enter into an agreement regarding the costs of maintenance and improvements to the private road; and whereas, it is agreed that future lot owners will add their signatures to this document.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Vehicle and Pedestrian Access Easement.** The private road as described above shall be subject to a perpetual, nonexclusive easement for ingress and egress, granting access to all of the lot owners and their occupants, agents, employees, guests, along with service and emergency vehicles.
2. **Utility Easement.** The private road as described above shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting underground utilities to be installed and maintained.
3. **Centralized Rural Mail Delivery.** The designated area for rural mail delivery as shown on the final subdivision plat shall be included in this agreement.
4. **Road Maintenance.** Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of lot owners is required for any road improvements. If any lot owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency.
5. **Parking.** For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the private road, as described above, except the parking of vehicles for limited periods of time (not to exceed 12 hours).
6. **Cost Sharing.** Road maintenance, snowplowing and road improvement costs shall be shared between the lot owners to the above mentioned road.
7. **Snow Plowing.** The private road, as described above, shall be snowplowed so as to permit year round access. The cost shall be shared by the lot owners. Individual driveway snowplowing will be the responsibility of the lot owner themselves.
8. **Effective Term.** This agreement shall be perpetual, and shall encumber and run with the land.
9. **Binding Agreement.** This agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.
10. **Amendment.** This agreement may be amended only by two-thirds majority consent of all lot owners

11. **Enforcement.** This agreement may be enforced by a majority of lot owners. If a court action or lawsuit is necessary to enforce this agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.
12. **Invalidity.** Should any provision in this agreement be deemed invalid or un-enforceable, the remainder of the agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

Owner _____

Owner _____

STATE of _____

County of _____

This instrument was acknowledged before me this _____ day of _____
20____ by _____

Notary Public for the State of

Printed Name _____

Residing at _____

My Commission Expires _____

D. 1. Summary of Probable Impacts

Amended Lot 3 of COS 2196 MS

SUMMARY OF PROBABLE IMPACTS

A small portion of this lot is identified as prime farmland if irrigated although the lot is fully developed and not available for farming.

This subdivision will create 2 new residential single family lots. Proposed lot 3-A has an existing shop with a living unit and proposed lot 3-B has an existing living unit. There will be no off-site costs incurred by this subdivision and no special improvement districts will be created.

There are no known sites, structures or objects of historic importance that would be affected by the creation of this subdivision. No stream banks or shore lines will be affected and no surface waters will be contaminated with the creation of this subdivision.

With the ongoing maintenance performed on Montana Highway 200 and the approved stormwater facilities for this site per E.Q. # 20-1459 any contamination from surface runoff will be directed into the existing facilities. The subdivision will have an approved weed management plan in place to address the areas of any identified weed infestation.

With the creation of these lots, there will be no additional impact on local wildlife. As with most developments, an increase of wildlife encounters and harassment by domestic pets is possible.

No airports are located nearby; Montana Highway 200 fronts along the south boundary of the property and provides legal access.

With similar developments located nearby, this subdivision will fit in with the general development scheme of the surrounding area.

PART IV

SUMMARY OF PROBABLE IMPACT

Summarize the effects of the proposed subdivision on each topic below. Provide responses to the following questions and provide reference materials as required:

1. Effects on Agriculture

- a. Is the proposed subdivision or associated improvements located on or near prime farmland or farmland of statewide importance as defined by the Natural Resource Conservation Service? If so, identify each area on a copy of the preliminary plat.

Although a small portion of this lot is classified as prime farmland if irrigated the lot is fully developed and not available for farming.

- b. Describe whether the subdivision would remove from production any agricultural or timber land.

No agricultural production will be removed, as the lots are developed for residential use. The scattered trees on this lot would not be classified as timber land.

- c. Describe possible conflicts with nearby agricultural operations (e.g. residential development creating problems for moving livestock, operating farm machinery, maintaining water supplies, controlling weeds or applying pesticides; agricultural operations suffering from vandalism, uncontrolled pets or damaged fences).

As with any new development, conflicts with the surrounding agricultural operations are added to slightly with the creation and occupation of new lots. There are no near by agricultural operations known to exist near this property.

- d. Describe possible nuisance problems which may arise from locating a subdivision near agricultural or timber lands.

Agricultural and timber lands require large equipment and machinery to operate and locating a subdivision near these types of lands could result in the subdivision being subject to loud machinery noise and large amounts of dust. Conflicts with large trucks and equipment traveling on public roadways could create additional nuisances by impeding traffic flows and prompting the public to pass in unsuitable areas.

e. Describe effects the subdivision would have on the value of nearby agricultural lands.

As more suitable lands are subdivided, the gap between suitable and non-suitable lands open to development grows. With most agricultural lands being seen as suitable for development, given their usually flatter terrain, existing utilities such as water and power and open views, it is believed that agricultural lands in the area will see their values increase as the county population grows.

2. Effects on Agricultural Water User Facilities

- a. Describe conflicts the subdivision would create with agricultural water user facilities (e.g. residential development creating problems for operating and maintaining irrigation systems) and whether agricultural water user facilities would be more subject to vandalism or damage because of the subdivision.

No conflicts will be created as no known Agricultural Water User Facilities exist within the proposed subdivision.

- b. Describe possible nuisance problems which the subdivision would generate with regard to Agricultural water user facilities (e.g. safety hazards to residents or water problems from irrigation ditches, head gates, siphons, sprinkler systems or other agricultural water user facilities).

No nuisance problems in regards to agricultural water user facilities will be generated with this subdivision as no known facilities exist within the boundaries of the proposed subdivision.

3. Effects on Local Services

a. Indicate the proposed use and number of lots or spaces in each.

2 Residential, single family
 Residential, multiple family
 Types of multiple family structures and number of each (e.g. duplex, 4-plex)
 Planned unit development (No. of units)
 Condominium (No. of units)
 Mobile Home Park
 Recreational Vehicle Park
 Commercial or Industrial
 Other (Please describe _____)

b. Describe the additional or expanded public services and facilities that would be demanded of government or special districts to serve the subdivision.

Expanded public services may be in the form of solid waste disposal, school bussing, rural fire, ambulance service, and the Sanders County Sheriff. The rural fire department and ambulance service is made up of local volunteers.

i. Describe additional costs which would result for services such as roads, bridges, law enforcement, parks and recreation, fire protection, water, sewer and solid waste systems, schools or busing, (including additional personnel, construction and maintenance costs).

A per lot fee will be collected to help the local RFD with fire protection.

Water and sewer are contained on-site and privately owned and maintained.

Solid waste services are available at the Thompson Falls Roll-off site.

Local schools along with roads, fire protection, ambulance service, solid waste and the county sheriff will benefit somewhat from the additional revenue collected as new taxes on the new lots in this proposed subdivision.

ii. Who would bear these costs (e.g. all taxpayers within the jurisdiction, people within a special taxing district, or users of a service)?

All taxpayers within the jurisdiction will be responsible for any additional costs in public services.

iii. Can the service providers meet the additional costs given legal or other constraints (e.g. statutory ceilings on mill levies or bonded indebtedness)?

Yes, it is believed that the service providers can meet the additional costs brought on by this subdivision. Recent increases in property taxes should help the local service providers.

iv. Describe off-site costs or costs to other jurisdictions which may be incurred (e.g. development of water sources or construction of sewage treatment plants; Costs borne by a nearby municipality).

No off-site costs will be incurred as a result of this subdivision.

c. Describe how the subdivision allows existing services, through expanded use, to operate more efficiently, or makes the installation or improvements of services feasible (e.g. allow installation of a central water system, or upgrading a county road).

No change in use will occur by dividing this lot as all improvements are existing.

d. What are the present tax revenues received from the un-subdivided land?

- i. By the County \$ 713.66
- ii. By the Municipality \$ (if applicable) _____
- iii. By the Schools \$ 1,461.54

e. Provide the approximate revenues received by each above taxing authority if the lots are reclassified, and when the lots are all improved and built upon. Describe any other taxes that would be paid by the subdivision and into what funds (e.g. personal property taxes on mobile/manufactured homes are paid into the County general fund).

See Attachment "A" and Attachment "B"

f. Would new taxes generated from the subdivision cover additional public costs?

Some additional public costs would be covered by the new taxes generated from this subdivision.

g. How many special improvement districts would be created which would obligate local government fiscally or administratively? Are any bonding plans proposed which would affect the local governments bonded indebtedness?

No special improvement districts will be created with this subdivision. There are no plans for any bonding associated with this subdivision.

4. Effects on the Historic or Natural Environment

- a. Describe and locate on a plat overlay or sketch map known or possible historic, paleontological, archaeological or cultural sites, structures, or objects which may be affected by the proposed subdivision.

No known sites, structures or objects of historic, paleontological or archaeological importance would be affected by the creation of this subdivision. Comments received by the Montana Historical Society indicate that no cultural resource inventory will be needed.

- b. How would the subdivision affect surface and groundwater, soils, slopes, vegetation, historical or archaeological features within the subdivision or on adjacent land? Describe plans to protect these sites.

With this division already being fully developed with all structures and utilities in place. None of the above will be further affected.

No historical, or archaeological features are known to exist within the subdivision or on adjacent lands.

- i. Would any stream banks or lake shorelines be altered, streams rechanneled or any surface water contaminated from sewage treatment systems, run-off carrying sedimentation, or concentration of pesticides or fertilizers.

Previous sanitation approvals from DEQ, being E.Q. #20-1459 indicate that no stream banks or shorelines and no surface waters will be contaminated.

- ii. Would groundwater supplies likely be contaminated or depleted as a result of the subdivision.

Previous sanitation approvals from DEQ, being E.Q. #20-1459 indicate that the contamination or depletion of groundwater supplies would not be an issue.

- iii. Would construction of roads or building sites require cuts and fills on steep slopes or cause erosion on unstable, erodible soils? Would soils be contaminated by sewage treatment systems?

The access road is in place and has no cuts and fills associated with it.

Existing building sites are not located on steep slopes. Soils will not be contaminated by the existing sewage treatment systems beyond acceptable tolerances.

iv. Describe the impacts that removal of vegetation would have on soil erosion, bank, or shoreline instability.

Without the proper re-seeding of disturbed areas, soil erosion will occur.

v. Would the value of significant historical, visual, or open space features be reduced or eliminated?

No significant historical features will be affected, although as with most development some visual and open space features will be reduced.

Describe possible natural hazards the subdivision could be subject to (e.g., natural hazards such as flooding, rock, snow or landslides, high winds, severe wildfires, or difficulties such as shallow bedrock, high water table, unstable or expansive soils, or excessive slopes).

Of the natural hazards which are listed above, severe wildfires could impact the surrounding area. A completed Fire Risk Rating analysis put the development at a low risk

c. How would the subdivision affect visual features within the subdivision or on adjacent land? Describe efforts to visually blend the proposed development with the existing environment (e.g. use of appropriate building materials, colors, road design, underground utilities, and revegetation of earthworks).

No restrictions are proposed at this time that would influence the subdivisions visual features. All utilities exist underground.

5. Effects on Wildlife and Wildlife Habitat

- a. Describe what impacts the subdivision or associated improvements would have on wildlife areas such as big game wintering range, migration routes, nesting areas, wetlands, or important habitat for rare or endangered species.

With this division already being fully developed with all structures and utilities in place. None of the above will be further affected.

- b. Describe the effect that pets or human activity would have on wildlife.

The local wildlife has adapted to the environment that it shares with people. Additional Human presence and domestic pets could increase the possibility of wildlife encounters, harassment, and predation.

New lot owners will receive information pertaining to living with wildlife in western Montana.

6. Effects on the Public Health and Safety

- a. Describe any health or safety hazards on or near the subdivision, such as: natural hazards, lack of water, drainage problems, heavy traffic, dilapidated structures, high pressure gas lines, high voltage power lines, or irrigation ditches. These conditions, proposed or existing should be accurately described with their origin and location identified on a copy of the preliminary plat.

No dilapidated structures, high pressure gas lines, high voltage power lines or irrigation ditches exist on this property.

Well logs indicate sufficient water supplies in this area, According to Montana GWIC records and the Source Water Delineation and Assessment Report pertaining to "Salish Shores" public water supply. In this report the 4 wells which share the same aquifer as this subdivision averaged 162.5 gallons per minute. Each well produced between 50 gpm and 250 gpm. This site is also comprised of top layer soils which are not consistent with drainage problems and there are few low lying areas which may be subject to ponding.

- b. Describe how the subdivision would be subject to hazardous conditions due to high voltage lines, airports, highways, railroads, dilapidated structures, high pressure gas lines, irrigation ditches, and adjacent industrial or mining uses.

As previously mentioned there are no dilapidated structures, high pressure gas lines, high voltage power lines or irrigation ditches on this property. There are no known adjacent industrial or mining uses. The adjacent State Highway, if not respected, could be hazardous.

- c. Describe land uses adjacent to the subdivision and how the subdivision will affect the adjacent land uses. Identify existing uses such as feed lots, processing plants, airports or industrial firms which could be subject to lawsuits or complaints from residents of the subdivision.

The Avista Corp. owns the land to the north of this property, a vacant lot, lot 2 of COS 2196MS is to the east, lot 4 of COS 2196MS, to the west, is occupied by Studs Building Center and Montana Highway 200 fronts along the south boundary.

- d. Describe public health and safety hazards, such as dangerous traffic, fire conditions, or contamination of water supplies which would be created by the subdivision.

The division of this lot will have no impact on local traffic, as the lot is currently developed. With the deep depth of the aquifer and the (existing approval) from DEQ contamination of water supplies should not be an issue. Proper maintenance, fire wise strategies and landscaping of the new lots will help in protecting the local area against any future forest fires.

ATTACHMENT "A"

Amended Lot 3 of COC 2196 MS

CURRENT & ESTIMATED TAX REVENUES

Current Tax Revenue = \$2,175.20

Reclassified into 2 new lots: \$2,400.00 each

Total reclassified Tax Revenues = \$4,800.00

Total reclassified & improved Tax Revenues = \$5,200.00

Tax Dispersal: County 29.41%

Current \$713.66

New Lots \$1,411.68

Improved Lots \$1,529.32

Schools 60.23%

Current \$1,461.54

New Lots \$2,891.04

Improved Lots \$3,131.96

**This information was calculated by using a previous formula provided by the Sanders County Department of Revenue, Assessors office. The tax information was provided by the Sanders County Treasurers office.*

ATTACHMENT "B"

Amended Lot 3 of COS 2196 MS

ESTIMATED 2025 TAX REVENUE

	<u>Size (acres)</u>	<u>Tax (est.)</u>
Lot 3-A	1.85	\$2,600.00
Lot 3-B	1.15	\$2,600.00

**This information was calculated by using a previous formula provided by the Sanders County Department of Revenue, Assessors office.*

E. 1. Flood Insurance Rate Map

E. 2. Fire Risk Assessment



Sanders County Fire Risk Rating Form

This form may be used to rate the risks from wildfire hazards in new subdivisions and other developments. Conditions anticipated after development of roads, water supplies, etc., should be the focus.

Name of Subdivision: AMENDED LOT 3 OF COS 2196 MS

Landowner or Subdivider: BKP PROPERTIES

Legal Description: IN A PORTION OF THE SE 1/4 SEC. 1 T. 21 N., R. 30 W.

Location: 4895 MT Hwy. 200 THOMPSON FALLS

General Description of Subdivision: A SUBSEQUENT 2 LOT
SUBDIVISION DIVIDING A SINGLE FAMILY HOME
FROM A SHOP WITH LIVING UNIT.

Date of Assessment: 10 - 30 - 24

Name, Qualifications, and Contact Information of Preparer: TIM SMITH, PLS
TIMEERLINE LAND SURVEYORS
P.O. BOX 1565 TROUT CREEK, MT 59874

Verified by local Fire District, DNRC, USFS, or other qualified person: _____

Signature

Date

Instructions: Circle the score beside the appropriate descriptions in each subsection, add points, and enter on page 6. Preparers have discretion to assign appropriate scores based on conditions and their judgment.

Section	Answers	Points
Vehicular and Emergency Service Provider Access (20%)		
A	Ingress/Egress	
	Two or more full-time primary access roads	0
	One full-time primary access road with functional secondary or emergency access road	2
	One full-time primary access road	4
Width of Primary Access Road (driving surface)		
B	24 feet or more	0
	20 to 24 feet	1
	20 feet	2
	16 to 20 feet	3
	Less than 16 feet	4
Width of Secondary Access Road (the road most likely to be used for escape if primary access is blocked or closed)		
C	24 feet or more	0
	20 to 24 feet	1
	20 feet	2
	12 to 20 feet	3
	None or less than 12 feet	4
Maximum Road Grade of Primary Access Route		
D	5%	0
	8%	1
	10%	2
	12%	3
	>12%	4
Maximum Road Grade of Secondary or Emergency Access Route		
E	5%	0
	10%	1
	12%	2

	>12% or none	3
F	Primary Access Terminus	
	Primary road connects with another road (i.e., no turnaround necessary)	0
	Fully compliant cul-de-sac or other turnaround	1
	Substandard turnaround but largest fire department apparatus is capable of turnaround under normal summer conditions	2
	No turnaround or turnaround in which largest fire department apparatus is incapable of turnaround under normal summer conditions	3
G	Length of Primary Dead End Road as Only Full-Time Primary Access (measured from edge of intersecting public road that provides two exit routes, along centerline to road terminus or end of turnaround)	
	600 feet or less, or if primary road does not dead end	0
	600 feet to 1,000 feet	1
	>1,000 feet	3
H	Road surface conditions (on worst road if more than one)	
	Hard-surfaced (paved), excellent conditions throughout	0
	Hard-surfaced (paved or chip seal), with partial gravel, potholes, or deteriorating conditions that may minimally slow but not hinder emergency service access; or gravel, excellent condition	1
	Gravel, with areas of washboard, potholes, or other deterioration conditions that may slow but not hinder emergency service access	2
	Deteriorating or similar conditions that may slow or otherwise measurably hinder emergency service access	3
I	Vertical Clearance	
	No obstructions to a height of 13.5 feet or more	0
	Minimal, temporary overhead obstructions under 13.5 feet in height, such as occasional tree branches that emergency vehicles can easily manage	1
	Overhead vegetation less than 13.5 feet in height that may significantly slow or obstruct emergency vehicles	2
	Permanent obstructions less than 13.5 feet in height	3
J	Driveways (driveways that exceed 600 feet in length shall be factored as roads above and given a non-compliant rating)	

2	A	Driveway lengths do not exceed 600 feet as measured along the centerline from the primary access road to the end of where a fire department water tender will typically park to conduct structural fire suppression	0	
		Driveway extends to within 150 feet of all points of occupied buildings	0	
		Driveway width exceeds 12 feet	0	
		Driveways include a turnaround in which largest fire department apparatus is capable of turnaround under normal, summer conditions	0	
		For each aspect a driveway does not comply with the above, assign one point	1 or 2 or 3 or 4	
		Driveway includes 13.5 feet of vertical clearance of all obstructions	0	
	K	Driveway does not include 13.5 feet of vertical clearance of all obstructions	2	
		Street Signs and Posted Address Numbers		
	K	Fully present and compliant with rural addressing requirements	0	
		Not fully present or compliant	3	
Section 1 Subtotal Score (add Sec. 1. A-K above) =				
Vegetation (30%) (see IWUIC definitions below)				
2	A	On-site fuel loads based on mapping and site assessment		
		Light	5	
		Medium	10	
		Heavy	20	
	B	Predominant fuel types within ½ mile of project site based on mapping and site assessment		
		Light	5	
		Medium	10	
		Heavy	20	
	C	Defensible spaces or fuels reduction at building sites at final plat		
		Not necessary	0	
		No defined building sites or no way to ensure it is carried out	10	
		Needed but will not be carried out	20	
Section 2 Subtotal Score (add Sec. 2. A-C above) =				
Topography (20%)				
3	A	Surrounding topography 150 feet to ½ mile from building sites		
		Characterized by typical slopes of 8% or less	1	
		Characterized by typical slopes of >8% and <25%	5	

3 (cont.)	A	Characterized by typical slopes of >25% and <35%	10
		Characterized by typical slopes of 35% and greater	15
	B	Topography within 150 feet surrounding building sites	
		Characterized by typical slopes of 8% or less	1
		Characterized by typical slopes of >8% and <25%	5
		Characterized by typical slopes of >25% and <35%	10
		Characterized by typical slopes of 35% and greater	15
	C	Presence of fire chimneys or other hazardous features that may impact the subdivision within ½ mile from buildings and building sites	
		No fire chimneys or hazardous features	0
		Fire chimneys or hazardous features exist but are not a common characteristic	3
	D	Fire chimneys or hazardous features are a common characteristic	5
		Predominant aspect	
		North or east	0
		West or south	3 or 5

Section 3 Subtotal Score (add Sec. 3, A-D above) =

Water Sources for Fire Protection (15%)

4	A	Hydrants/draft sites (choose best water source available)	
		500-GPM hydrant within 500 feet of each building	0
		500-GPM hydrant within 1,000 feet of each building	3
		500-GPM hydrant farther than 1,000 feet from each building, but within 5 minutes, round trip	5
		10,000+ gallon draft site within 1,000 feet of each building	12
		10,000+ gallon draft site farther than 1,000 feet of each building, but within 5 minutes round trip	15
		Water source providing 10,000+ gallons; 5 - 10 minutes round trip including fill time	20
		Water source providing <10,000 gallons; more than 10 minutes round trip including fill time	25
	B	Internal sprinkler systems	
		Internal sprinkler systems in all regularly occupied buildings	0

Section 4 Subtotal Score (add Sec. 4, A-B above) =

Miscellaneous Fire Dangers (15%)

A	Electrical/power lines	
	All underground	0

5	Some underground, some above	3
	All above ground	5
B	Propane and other gas tanks	
	None	0
	All underground	1
	Above ground or allowed above ground	3
Other Risks: Add one point for each if the risk is present or likely to be present on site or present within surrounding ½ mile; add two points for each with multiple occurrences		
C	Campsite, picnic area, or home with fire pit	0 or 1 or 2
	Commercial activity	0 or 1 or 2
	Debris burning	0 or 1 or 2
	Domestic wood heat	0 or 1 or 2
	Agricultural operation	0 or 1 or 2
	Lumber mill, mines, other industrial activity	0 or 1 or 2
	Overhead high-voltage powerlines	0 or 1 or 2
	Active railroad	0 or 1 or 2
	Major highway or off-road vehicle trail/road	0 or 1 or 2
	Historic wildfires over last 10 years	0 or 1 or 2
	Others: describe each	0 or 1 or 2

Section 5 Subtotal Score (add Sec. 5. A-C above) =

TOTAL SCORES FROM SECTION 1-5

Total Score from Section 1 (Access):	12
Total Score from Section 2 (Vegetation)	25
Total Score from Section 3 (Topography)	5
Total Score from Section 4 (Water Sources)	20
Total Score from Section 5 (Misc. Risks)	8
TOTAL PROJECT SCORE:	70
RISK RATING (see range below):	LOW

Risk Rating Range:

< 99 = Low Risk

100-130 = Moderate Risk

> 131 = High Risk

REFERENCES AND MODEL CODES:

The Fire Risk form was developed from several model codes and existing literature. The purpose of this form is to provide a template and guidance for Sanders County regarding best practices and opportunities to mitigate wildfire risk to homes and property. Risk variables should be reviewed by the county, fire personnel, and emergency management officer to identify and prioritize risks most applicable to Sanders County.

References and Resources

- Department of State Lands Fire Risk Rating for Existing and Planned Wildland Residential Interface Developments in Montana. 1993.
- National Fire Protection Association Wildfire Hazard Severity Form Checklist NFPA 299 / 1144. 2018.
- International Wildland Urban Interface Code Appendix C. 2012.
- U.S. Fire Administration. Wildland Urban Interface Toolkit: Codes and Standards. 2019.
- National Volunteer Fire Council. Wildland Fire Assessment Program. 2019.
- Fire Adapted Communities Learning Network. FAC Self-Assessment Tool. 2019.

Fuel Type Definitions – see Appendix D, 2012 International Wildland Urban Interface Code

- *Light fuel:* Vegetation consisting of herbaceous plants and round wood less than $\frac{1}{4}$ inch in diameter. See Fuel Models A, C, E, L, N, P, R, and S.
- *Medium fuel:* Vegetation consisting of round wood $\frac{1}{4}$ to 3 inches in diameter. See Fuel Models B, D, F, H, O, Q, and T.
- *Heavy fuel:* Vegetation consisting of round wood 3 to 8 inches in diameter. See Fuel Models G, I, J, K and U.

F. 1. Certified Agency Contacts

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<p>City, State, Zip Thompson Falls, MT 59873</p>											

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<p>Postage \$0.73</p> <p>\$ \$0.00</p> <p>Total Postage and Fees \$0.73</p> <p>\$</p> <p>Sent To</p>	
<p>Thompson Falls Ambulance PO Box 1055</p> <p>Thompson Falls, MT 59873</p>	

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<input type="checkbox"/> Adult Signature Restricted Delivery \$0.00	
Postage \$0.73	
\$ 0.73	
Total Postage and Fees \$5.58	
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Sanders County Sheriff's Office P.O. Box 910	
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City, State,	
	
09/20/2024	

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 Certified Mail Restricted Delivery \$10.00
 Adult Signature Required \$10.00
 Adult Signature Restricted Delivery \$10.00

Postage \$0.73

Total Postage and Fees \$5.58

\$

Sent To Northern Lights
P.O. Box 269
Sagle, ID 83860
Attn: Sam Ross, Engineering

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 Adult Signature Required \$10.00
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Postage \$0.73

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\$

Sent To Montana Historical Society
Preservation Office
P.O. Box 201202
Helena, MT 59620-1202

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 Certified Mail Restricted Delivery \$10.00
 Adult Signature Required \$10.00
 Adult Signature Restricted Delivery \$10.00

Postage \$0.73

Total Postage and Fees \$5.58

\$

Sent To Blackfoot Telecommunications
1221 Russell St.
City, State, Zip Missoula, MT 59808

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 Return Receipt (electronic) \$10.00
 Certified Mail Restricted Delivery \$10.00
 Adult Signature Required \$10.00
 Adult Signature Restricted Delivery \$10.00

Postage \$0.73

Total Postage and Fees \$5.58

\$

Sent To Avista Corporation
P.O. Box 3727
City, State, Zip Spokane, WA 99220

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State: MT 59874

Certified Mail Fee \$4.85

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 Return Receipt (electronic) \$10.00
 Certified Mail Restricted Delivery \$10.00
 Adult Signature Required \$10.00
 Adult Signature Restricted Delivery \$10.00

Postage \$0.73

Total Postage and Fees \$5.58

\$

Sent To GREEN MOUNTAIN
CONSERVATION
PO Box 1329
City, State, Zip Trout Creek, MT 59874

PS Form 3800, April 2015 PSN 7530-02-000-9047



See Reverse for Instructions

TIMBERLINE
LAND SURVEYORS
P.O. Box 1565 Trout Creek, Montana 59874
Ph. 406-827-0768 or Ph. 406-396-7057

September 20, 2024

Green Mountain Conservation District
P.O. Box 1329
Trout Creek, Montana 59874

RE: "Amended Lot 3 of COS 2196 MS"

To Whom It May Concern:

Timberline Land Surveyors is currently designing an Amended Subdivision Plat that will divide a 3.00 acre lot. This property is located in a portion of the SE 1/4 of Section 1 of T. 27 N., R. 33 W., P.M.M., Sanders County, Montana.

This Amended Plat will divide an existing dwelling and an existing shop to create 2 new lots. The parcel is currently accessed from Montana Highway 200.

The Sanders County planning department has requested that we provide the conservation district with a copy of the preliminary subdivision plat for review and comment. Any comments or concerns may be sent to Timberline Land Surveyors at P.O. Box 1565 Trout Creek, Montana 59874; and to the Sanders County Planning Department Attn. Chris McComas, Director Land Services, P.O. Box 519, Thompson Falls, Montana 59873.

All comments and concerns will be reviewed by the Sanders County Planning Department and addressed in their comments and recommendations to the Sanders County Commissioners.

If you need any additional information or have other questions regarding this project, please contact me.

Thank you

Tim Smith, PLS

September 30, 2024

Timberline Land Surveyors
P.O Box 1565
Trout Creek, Montana 59874

Subject: Timberline Land Surveyors: "Amended Lot 3 of COS 2196 MS"

To Whom It May Concern,

The Montana Department of Transportation (MDT) staff has reviewed the above referenced notice of an Amended Plat dividing an existing dwelling and existing shop to create 2 new lots on a parcel that is currently accessed from Montana Highway 200 in Sanders County. From the information provided, this project may impact MDT facilities. If during the design or construction of the project, MDT facilities are impacted please have the owner contract Steve Felix, Missoula Maintenance Chief, at (406) 523-5803 or sfelix@mt.gov. He will work with the owner on the MDT requirements.

Thank you for the opportunity to comment.

Sincerely,

Erin Watt

SIAP Transportation Planner
Montana Department of Transportation
2701 Prospect Ave
Helena, MT 59620
406-444-1518 | ewatt@mt.gov

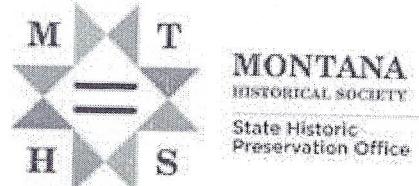
Copies: Steve Felix, Missoula Maintenance Chief
Aldo Alejandro Videña Martinez, Missoula Traffic Engineer

Amending Lot 3 of COS 2196 MS

From: Murdo, Damon (dmurdo@mt.gov)
To: timberline.surveyors@yahoo.com
Date: Monday, September 23, 2024 at 04:26 PM MDT

September 23, 2024

Tim Smith
Timberline Land Surveyors
PO Box 1565
Trout Creek MT 59874



RE: AMENDED LOT 3 OF COS 2196 MS, SANDSERS COUNTY. SHPO Project #: 20240923009

Dear Mr. Smith

I have conducted a cultural resource file search for the above-cited project located in Section 1, T21N R30W. According to our records there have been no previously recorded sites within the designated search locale. The absence of cultural properties in the area does not mean that they do not exist but rather may reflect the absence of any previous cultural resource inventory in the area, as our records indicated none.

It is SHPO's position that any structure over fifty years of age is considered historic and is potentially eligible for listing on the National Register of Historic Places. If any structures are within the Area of Potential Effect, and are over fifty years old, we would recommend that they be recorded, and a determination of their eligibility be made prior to any disturbance taking place.

As long as there will be no disturbance or alteration to structures over fifty years of age, we feel that there will be no cultural or historic properties affected by this undertaking. We, therefore, feel that a recommendation for a cultural resource inventory is unwarranted at this time. However, should structures need to be altered or if cultural materials are inadvertently discovered during this project, we would ask that our office be contacted, and the site investigated.

FYI The MT SHPO is paperless!! For all future file search and consultations with the MT SHPO please use the new [Montana Cultural Resource Database](#) to upload your projects. You can find instructions for how to upload your documents on our website. <https://mhs.mt.gov/Shpo/docs/download/crd-submitting-db2.pdf>

If you have any further questions or comments, you may contact me at (406) 444-7767 or by e-mail at dmurdo@mt.gov. I have attached an invoice for the file search. Thank you for consulting with us.

Sincerely,

Damon Murdo
Cultural Records Manager
State Historic Preservation Office

File: ADSAMS/PROD/20240923009



20240923009.pdf
196.3kB

F. 2. Adjoining Landowners

Amended Lot 3 of COS 2196 MS

Adjoining Land Owners

A. Montana Department of Transportation
P.O. Box 201001
Helena, MT 59620

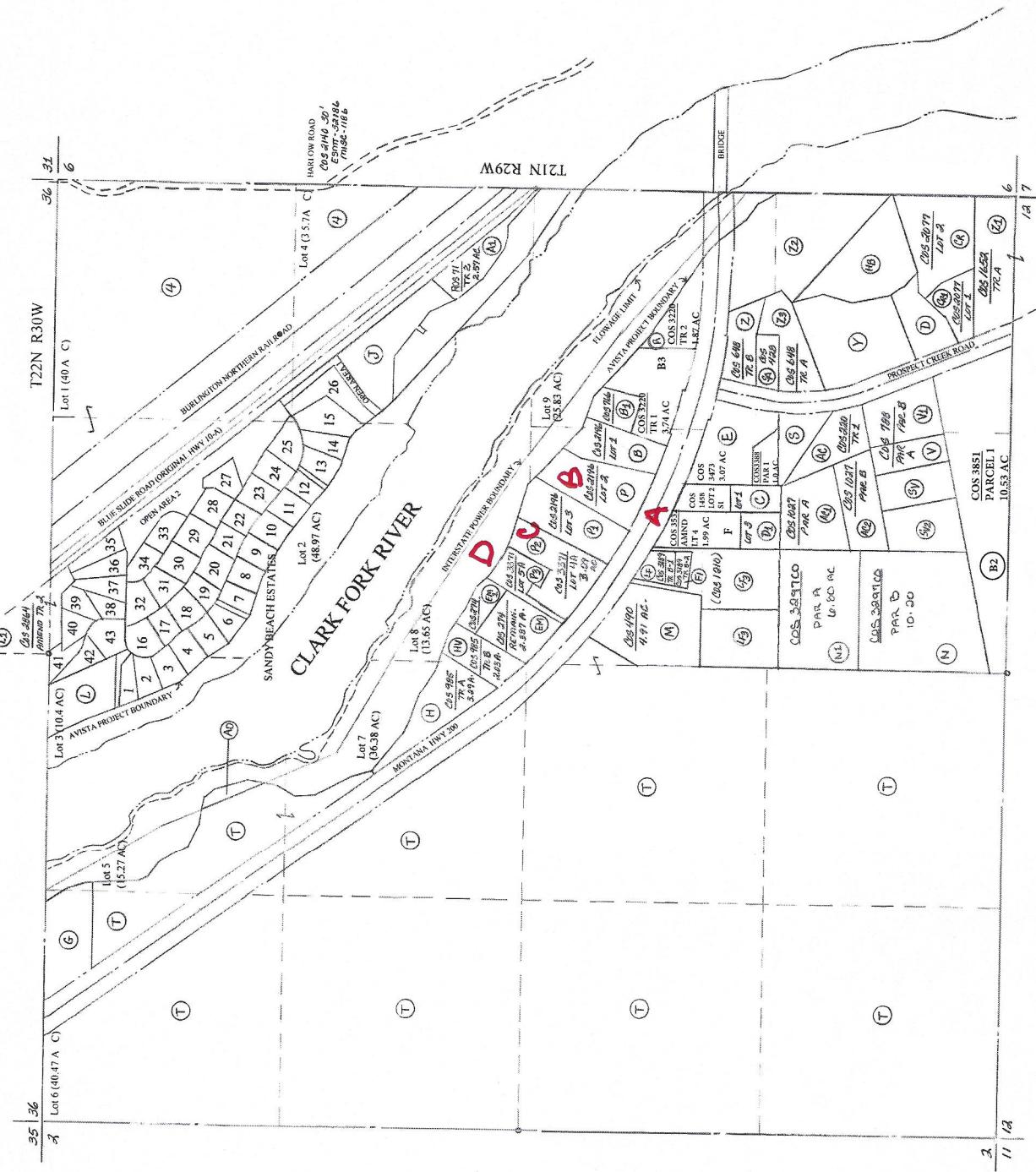
B. David Oliver
14 Guy Hall Road
Trout Creek, MT 59874

C. Hazel Gray LLC
5 Cross Lane
Plains, MT 59859-9405

D. Avista Corporation
1411 E. Mission Ave MSC-29
Spokane, WA 99202-1902

SANDERS COUNTY TRACT BOOK

Section 1 Township 21 Range 30



Preliminary Subdivision Plat

TIMBERLINE
LAND SURVEYORS

DEQ Submittal

Amended Lot 3 of COS 2196 MS

A Subsequent Minor Subdivision and Re-Write of E.Q. # 20-1459

**Section 1, T. 21 N., R. 30 W.,
P.M.M., Sanders County, Montana**

**Owner: BKP Properties
15 Wilkes Creek Road
Thompson Falls, MT 59873**

**Consultant: Tim Smith, PLS
Timberline Land Surveyors
P.O. Box 1565
Trout Creek, MT 59874**

CONTENTS

1. Joint Application
 - a. Element Description
 - b. Subdivision Checklist
 - c. Fee Sheet
 - d. Project Introduction
 - e. Plat Book – Existing Survey
 - f. Existing Covenants
 - g. Flood Insurance Rate Map
2. Existing Approvals and Permits
3. Water Supply & Sanitary Facilities
 - a. Description of Facilities
 - b. Well Log
 - c. Water Quality
 - d. Shared Well User Agreement
 - e. Existing Drainfield Design
 - f. Shared Drainfield Agreement
4. Stormwater Facilities
 - a. Existing Retention Pond design
5. Lot Layout Drawing

JOINT APPLICATION

a. Element Description

b. Subdivision Checklist

2

5

6

c. Fee Sheet

Subdivision Review Fee Calculation Checklist

Subdivision Name: BKP Properties Re-write

EQ#

Choose type of lots, water system, wastewater system, nondegradation, and other components as necessary

TYPE OF LOTS

	Unit	Unit cost	Number of Units	Total (unit cost x. no. of units)
Subdivision lot or parcel or townhouse	lot or parcel	\$160	2	\$320.00
Condominium, trailer court, RV campground unit or space	unit or space	\$60		\$0.00
Resubmittal fee - previously approved lot/boundaries not changed	lot or parcel	\$90		\$0.00

TYPE OF WATER SYSTEM

Individual or shared water supply system (existing/proposed)	unit	\$110	1.00	\$110.00
Multiple user water system (non-public)	unit*	\$400		\$0.00
*plus \$130 per hour for review in excess of 4 hours	hour	\$130	If Required	To be invoiced
new distributing system	lineal foot	\$0.30		\$0.00
connection to distribution system	lot/unit	\$90		\$0.00
Public water system	component	per 17.38.106		To be invoiced

TYPE OF WASTEWATER SYSTEM

Existing systems	unit	\$90	1.00	\$90.00
New gravity fed system	drainfield	\$120		\$0.00
New dosed systems, elevated sand mound, ET systems, intermittent sand filter, ETA system, recirculating sand filter, recirculating trickling filter, aerobic treatment unit, nutrient removal, and whole house subsurface drip irrigation	design*	\$240		\$0.00
	drainfield	\$60		\$0.00
	hour	\$130	If Required	To be invoiced
Gray water reuse, holding tanks, sealed pit privies, unsealed pit privies, seepage pits, waste segregation systems, experimental systems	unit*	\$120		\$0.00
*plus \$130 per hour for review in excess of 2 hours				
	hour	\$130	If Required	To be invoiced
New multiple user wastewater system (non-public)	unit*	Per Type Above		
*plus \$130 per hour for review in excess of 4 hours	hour	\$130	If Required	To be invoiced
new collection system	lineal foot	\$0.30		\$0.00
connection to system	lot/unit	\$90		\$0.00
wastewater system	component	per 17.38.106		To be invoiced
treatment System				

OTHER

Deviation from Circular	request*	\$250		\$0.00
*plus \$130 per hour for review in excess of 2 hours	hour	\$130	If Required	To be invoiced
Waiver from Rules	request*	\$250		\$0.00
*plus \$130 per hour for review in excess of 2 hours	hour	\$130		To be invoiced
Reissuance of original approval statement	request	\$70		\$0.00
Review of revised lot layout document	request	\$160		\$0.00
Municipal Facilities Exemption Checklist	request	\$120		\$0.00
Nondegradation review - nonsignificance determinations				
individual/shared	drainfield*	\$70		\$0.00
*plus \$130 per hour for review in excess of 2 hours	hour	\$130	If Required	To be invoiced
multiple-user	lot/structure*	\$40		\$0.00
*plus \$130 per hour for review in excess of 2 hours	hour	\$130	If Required	To be invoiced
source specific mixing zone	drainfield	\$250		\$0.00
public	drainfield		If Required	To be invoiced
Storm drainage plan review - DEQ-8 Simple plan review	project	\$130		\$0.00
Storm drainage plan review - DEQ-8 Standard plan review	project	\$220		\$0.00
plus \$130 per hour for review in excess of 30 minutes per lot	lot	\$50		\$0.00
Preparation of environmental impact statements/EAs	hour	\$130	If Required	To be invoiced
Review for compliance with ARM 17.30.718	actual cost		If Required	To be invoiced
New Level 2 System Approval	approval*	\$900		\$0.00
*plus \$130 per hour for review in excess of 6 hours	hour	\$130	If Required	To be invoiced
Total Review Fee				\$520.00

Revised 03/01/2020

d. Project Introduction

TIMBERLINE
LAND SURVEYORS

P.O. Box 1565 Trout Creek, Montana 59874
Ph. 406-827-0768 or Ph. 406-396-7057

Project Introduction

BKP Properties

Amended Lot 3 of COS 2196 MS

A Rewrite of E.Q. # 20-1459

The owners of this 3.00 acre subdivision lot are in the process of subdividing by way of a subsequent minor subdivision. This will create 2 lots; lot 3-A will be 1.85 acres and lot 3-B will be 1.15 acres. A 50' wide road easement will be created along the portion of the existing road which runs to the existing residence on proposed lot 3-B. The existing road was constructed with an acceptable base and top gravel. The county road foreman will verify the proper width required for this division. The existing shared access approach is in place and if needed will be upgrade per Montana DOT requirements and Sanders County subdivision requirements.

Both of the proposed lots are fully developed. Proposed Lot 3-A has an existing shop with living unit and proposed Lot 3-B has an existing living unit. Both living units share the existing well which will be located on proposed Lot 3-B. Both living units also share the existing drainfield which is located on proposed lot 3-A. These previously designed facilities were approved by MDEQ E.Q. # 20-1459. New shared user agreements and easements for these facilities will be prepared and shown on the face of the survey and sanitary lot layout.

Stormwater detention facilities have also been designed and approved but will need to be constructed prior to final plat approval. Solid waste facilities are available at the Thompson Falls Roll-Off site or through a private disposal company.

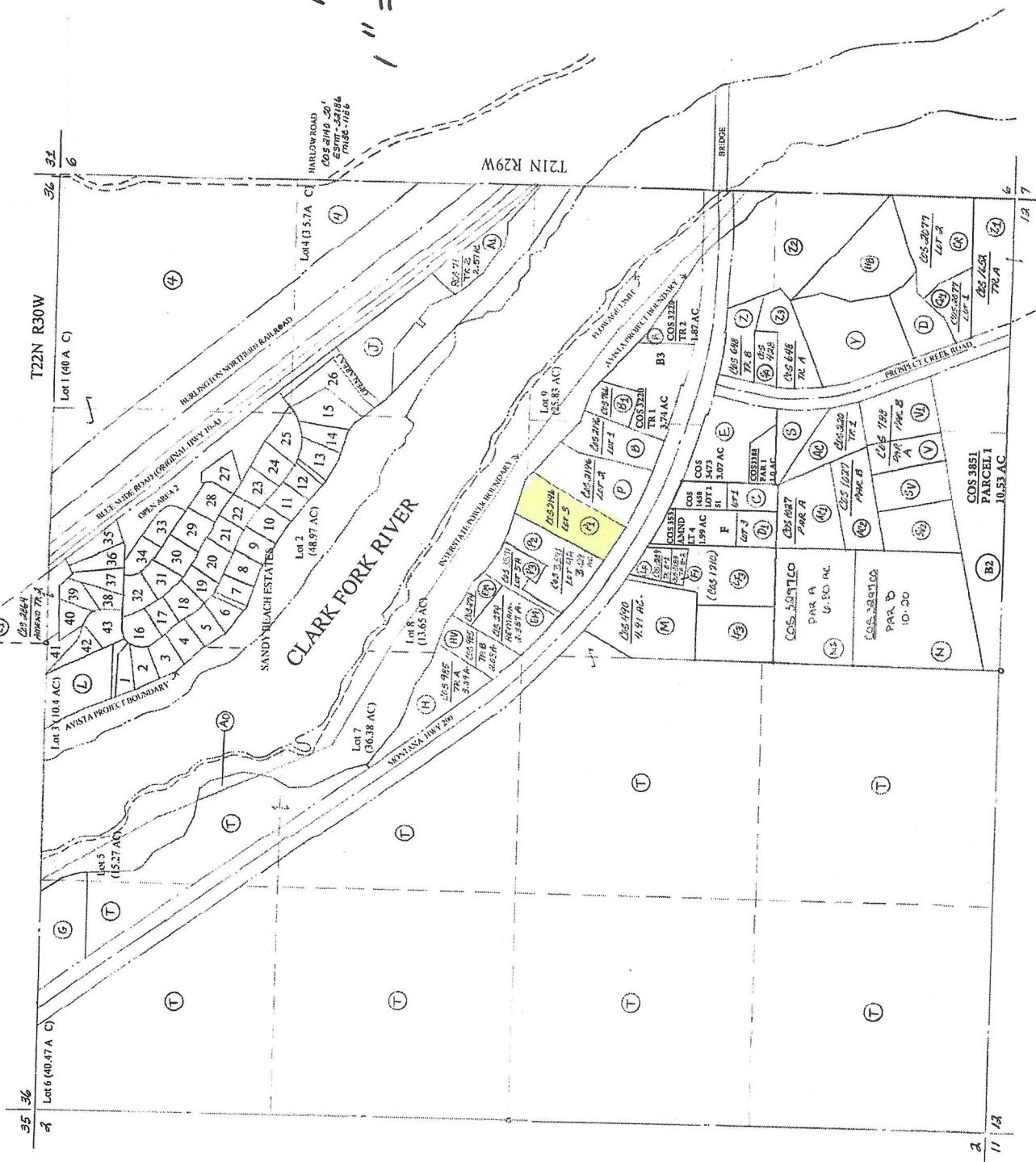
e. Plat Book – Existing Survey

SANDERS COUNTY TRACT BOOK

Section 1 Township 21 Range 30

WORK TH

1 = 880



f. Existing Covenants

FIRST AMENDED DECLARATION OF
CONDITIONS, COVENANTS, AND RESTRICTIONS OF
THOMPSON MINOR SUBDIVISION

WHEREAS, the undersigned are the owners of all lots and real property located in the Thompson Minor Subdivision (the "Subdivision") in Sanders County, Montana which is situated on the following described parcel of land:

"Lots 1-5, shown on Certificate of Survey No. 2196MS, filed for record on August 16, 2001 in the Office of the Clerk and Recorder of Sanders County, Montana, all located in Section 1, Township 21 North, Range 30 West, M.P.M., Sanders County, Montana."

WHEREAS, on August 16, 2001, the developer of the Subdivision recorded a Declaration of Conditions, Covenants and Restrictions (the "Subdivision Covenants") for the Thompson Minor Subdivision, as Document No. 243361, Official Records of Sanders County, Montana.

WHEREAS, the undersigned are now the record owners of all property in the Subdivision, and they desire to amend the Subdivision Covenants to clarify certain provisions, and eliminate and add other provisions.

WHEREAS, this document ("First Amended Subdivision Covenants") is intended to restate and replace in their entirety all terms and provisions of the Subdivision Covenants, which are hereby revoked and shall no longer be effective from and after the recording of this document.

IN CONSIDERATION OF the adoption of these First Amended Subdivision Covenants, and the rights and benefits provided thereby, and other valuable consideration, the undersigned hereby declare that the Subdivision shall hereafter be subject to and controlled by the covenants, restrictions, provisions and conditions in these First Amended Subdivision Covenants, and that all lots and property in the Subdivision shall be sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property in the Subdivision. The word "Lot" as used in this document refers to each separately designated parcel of real property, bearing a separate recordable legal description, located in the Property. The Subdivision currently consists of five (5) Lots, designated Lots 1, 2, 3, 4 and 5. Should any of these lots be subsequently legally divided, each newly created lot shall be considered one (1) Lot for purpose of these Covenants.

1. No lot shall be less than one (1) acre in gross area, excluding roadways and streets, whether public or private. Any Lot hereafter created from the existing lots shall be subject to all terms and conditions of these Covenants.
2. No dwelling house, building, or other structure, or any part thereof, shall be erected within ten (10) feet of any boundary line for the Lot on which it is located. The minimum lot line setback for all structures shall be ten (10) feet.
3. All dwellings, houses or cabins must have a continuous perimeter foundation of poured concrete, concrete blocks or similar construction, extending a minimum of 24" inches below finished ground level. All dwellings, houses and cabins must be of wood or steel frame or log construction. Modular (but not mobile) homes with appropriate foundations as set forth in this paragraph are permitted. The minimum roof pitch for all dwellings, houses and cabins is 4 x 12.
4. Each owner of a Lot shall be responsible for providing, at his/her expense, all services required for the Lot, including electric, gas, water, sewer or septic, telephone, cable television and similar services. All such services must be installed in a manner consistent with applicable governmental and provider regulations.
5. No lot shall be used or maintained as a dump or storage place for garbage, debris, trash, junk, recycled materials, or similar items. Target ranges are prohibited on all Lots. Garbage, trash and other debris shall be stored in covered, insect, rodent, and wildlife proof containers, and shall be emptied at the County dump at least once every week.
6. No gates, fences, or other obstruction may be installed on any portion of the road system.
7. Large animals (such as steers, horses, llamas and similar animals) shall not be kept or grazed on any Lot. Animal feeding yards are prohibited.
8. No domestic animal (such as a dog or cat) shall be allowed to become a nuisance to people or other animals. Dogs may not run at large and shall be appropriately fenced, caged or otherwise restrained so that they do not endanger wildlife.
9. All fences shall be constructed of wood or steel and shall be maintained in good condition and repair for their intended purpose.
10. Any damage to roads or other common areas in the Subdivision caused by logging trucks, heavy hauling, cement trucks, excavators, or other equipment or vehicles shall be repaired at the sole expense of the owner(s) who hired or used the equipment or vehicles.

11. Residential, light commercial and recreational uses (but not industrial or heavy commercial) are permitted except as follows:

A. No activities shall be conducted on any Lot which cause excessive dust, odors, or noise, which would be offensive to a person of normal sensibilities. Night lighting may only consist of downward directed light fixtures or other strategically placed light fixtures which prevent direct lighting onto adjoining lots. All activities on any Lot must be conducted so as to respect the privacy and peaceful enjoyment of each other owner's Lot. * *SEE ATTACHED ADDENDUM*

B. No hazardous activities, or activities which cause damage to the environment, are permitted on any Lot.

C. At all times, Owners shall use their Lots with full respect for the privacy of other Lot owners and the peaceful enjoyment of their Lots.

12. Except in an emergency situation that is necessary for the preservation of life or property, the discharge of firearms is prohibited on any Lot.

13. All buildings, structures and grounds shall be maintained in a neat and orderly condition, consistent with that existing on other Lots in the Subdivision.

14. Wildlife contributes to the enjoyment of the area by all Lot owners. Accordingly, no person occupying or using any Lot may harass, hinder, or threaten wildlife in any manner.

15. No junk or inoperable vehicles shall be maintained on any Lot for a period greater than thirty (30) days.

16. The covenants, conditions, restrictions and other provisions contained in these First Amended Subdivision Covenants may be enforced by any person owning an interest in any Lot, by legal action in the Montana District Court for the 20th Judicial District, Sanders County. In such action, the party seeking enforcement may obtain any legal remedy, including an injunction, order of specific performance, damages, or any other equitable or legal relief. The prevailing party in such action shall be entitled to recover all reasonable attorneys' fees and costs incurred by him/her in such action.

17. These First Amended Subdivision Covenants may be only be amended, modified, revoked or otherwise changed by the unanimous vote of all Lots in the Subdivision, and subsequent recording of a written document which confirms the changes made. In this regard, each Lot shall be entitled to only one (1) vote, whether that Lot now exists or is subsequently legally created. Multiple owners of a single Lot shall cast their vote as they agree in writing, or absent such agreement, by simple majority vote of those owners.

18. The covenants, conditions, restrictions, and provisions contained in these First Amended Subdivision Covenants shall be binding upon, and inure to the benefit of, the undersigned, their heirs, successors and assigns, and all other persons owing any interest in any Lot in the Subdivision, now or in the future.

WHEREFORE, the undersigned, being the record owners of all Lots in the Subdivision, hereby execute and adopt these First Amended Subdivision Covenants.

DATED: 4-07-05

David J. Oliver
David J. Oliver
Owner of Lots 1 and 2

BKP PROPERTIES, LLC
Owner of Lot 3

By: Robert Taylor
Robert Taylor, Member

DATED: 3-18-05

By: Mary Taylor
Mary Taylor, Member

DATED: 3/14/05

By: ROSS C. FRATZKE
ROSS C. FRATZKE - OWNER - LOT 5

DATED: 4/20/05

By: MARK L. SULLIVAN
MARK L. SULLIVAN - OWNER - LOT 4

DATED: 4/20/05

By: REBECCA J. SULLIVAN
REBECCA J. SULLIVAN - OWNER - LOT 4

THE UNDERSIGNED, WHO HOLD A MORTGAGE OR DEED OF TRUST SECURITY INTEREST IN ONE OR MORE OF THE LOTS DESCRIBED ABOVE, HEREBY CONSENT TO THE CREATION AND RECORDING OF THE FOREGOING COVENANTS, PROVIDED THAT THEY SHALL IN NO MANNER AFFECT OUR RIGHTS UNDER THOSE SECURITY INSTRUMENTS.

FIRST STATE BANK
Beneficiary Under Deeds of Trust
Against Lots 3, 4 and 5

DATED: 3-18-05

By: Michael R. Gaffin
Its VP

Addendum to 11. A.

The parties acknowledge that the noise and dust resulting from commercial activities as they are presently conducted on the lots, and the night lighting resulting from signs and lights as they currently exist on the lots, are expressly permitted. Noise and dust resulting from property improvement activities to any lot are also expressly permitted.

INITIALS: MO 4-6-05
Oliver Date

RJT 4-6-05
Taylor Date

MLS 4/20/05
Sullivan Date

PF 4-6-05
Fratzke Date

ROCKY MOUNTAIN BANK OF PLAINS
Beneficiary Under Deed of Trust
Against Lots 1 and 2

DATED: 4-11-05

By: James R. Davis
Its Branch President

STATE OF MONTANA)

)

County of Sanders)

)

On this 18 day of March, 2005, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared ROBERT and MARY TAYLOR, known to me or proven on satisfactory evidence to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that they are the members of BKP Properties, LLC, the entity on whose behalf they executed the foregoing document, that as such they have authority to execute this document on behalf of said company, and that they executed the same with the intent to legally bind said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Barb Damaskos [SIGN NAME ON THIS LINE]
Barb Damaskos [PRINT NAME ON THIS LINE]
Notary Public for the State of Montana
Residing at Livingston, Montana
My Commission expires: 3-1-2008

STATE OF MONTANA)

)

County of Sanders)

)

On this 7 day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared DAVID J. OLIVER, known to me or proven on satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and (s)he acknowledged to me that (s)he executed the same with the intent to be legally bound by said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Patricia Bricks [SIGN NAME ON THIS LINE]
Patricia Bricks [PRINT NAME ON THIS LINE]
Notary Public for the State of Montana
Residing at Livingston, Montana
My Commission expires: 4-9-2008



STATE OF MONTANA)

County of Sanders)

On this 11 day of March, 2005 before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared ROSS C. FRATZKE, known to me or proven on satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and (s)he acknowledged to me that (s)he executed the same with the intent to be legally bound by said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Bridget Miguel

[SIGN NAME ON THIS LINE]

[PRINT NAME ON THIS LINE]

Notary Public for the State of Montana

Residing at Thompson Falls, Montana

My Commission expires: April 14, 2008

STATE OF MONTANA

County of Sanders)

On this 21 day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared MARK L. SULLIVAN, known to me or proven on satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and (s)he acknowledged to me that (s)he executed the same with the intent to be legally bound by said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Bridget Miguel

[SIGN NAME ON THIS LINE]

[PRINT NAME ON THIS LINE]

Notary Public for the State of Montana

Residing at Thompson Falls, Montana

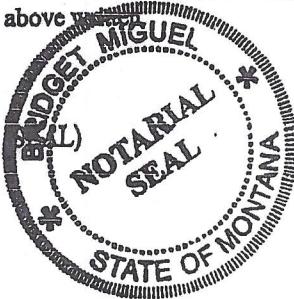
My Commission expires: April 14, 2008

STATE OF MONTANA

County of Sanders)

On this 21 day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared REBECCA J. SULLIVAN, known to me or proven on satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and (s)he acknowledged to me that (s)he executed the same with the intent to be legally bound by said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Bridget Miguel

[SIGN NAME ON THIS LINE]

[PRINT NAME ON THIS LINE]

Notary Public for the State of Montana

Residing at Thompson Falls, Montana

My Commission expires: April 14, 2008

STATE OF MONTANA)

County of Sanders)

On this 11 day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared James R. Jacobs, known to me or proven on satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and (s)he acknowledged to me that (s)he is the Branch President of Rocky Mountain Bank of Plains, the bank on whose behalf (s)he executed the foregoing document, that as such (s)he has authority to execute this document on behalf of said bank, and that (s)he executed the same with the intent to legally bind said bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Patricia Bricker [SIGN NAME ON THIS LINE]
Patricia Bricker [PRINT NAME ON THIS LINE]
Notary Public for the State of Montana
Residing at Plain, Montana
My Commission expires: 4-9-2008

STATE OF MONTANA)

County of Sanders)

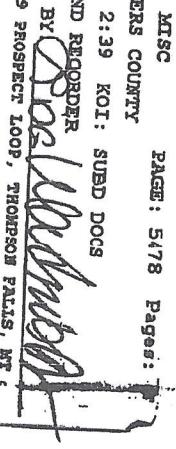
On this _____ day of _____ 2005, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared _____, known to me or proven on satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and (s)he acknowledged to me that (s)he is the _____ of First State Bank, the bank on whose behalf (s)he executed the foregoing document, that as such (s)he has authority to execute this document on behalf of said bank, and that (s)he executed the same with the intent to legally bind said bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana
Residing at _____, Montana
My Commission expires: _____

115478
COS 2196 MS

260565 BOOK: 1 MISC PAGE: 5/78 Pages:
STATE OF MONTANA SANDERS COUNTY
RECORDED: 04/27/2005 2:39 KOT: SUBD DOCS
PAT INGRAM CLERK AND RECORDER
FEE: \$5.00 BY 
TO: BTP PROPERTIES, LLC 9 PROSPECT LOOP, THOMPSON FALLS, MT

g. Flood Plain Map

EXISTING APPROVALS & PERMITS



315505 SUBDIVISION DOCUMENTS File #: 7596

STATE OF MONTANA SANDERS COUNTY

RECORDED: 2/4/2020 11:02 AM

Pages: 5

Nichol Scribner Clerk and Recorder

Fee: \$5.00 BY:

Return To: ROBERT TAYLOR

January 3, 2020

Shawn D Rowland
Rowland Environmental Consulting
123 Hardwood Drive
Helena MT 59601

RE: Rewrite of Lot 3 Thompson Minor Subdivision
Sanders County
E.Q. #20-1459

Dear Mr. Rowland:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

In addition, your project may be subject to Federal regulations relating to Class V injection wells. Please contact the United States Environmental Protection Agency regarding specific rules that may apply.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you have any questions, please contact this office.

Sincerely,

Rachel Clark, Supervisor
Subdivision Review Section

RC/ckg

cc: County Sanitarian
County Planning Board (e-mail)
Owner

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 et seq.)

TO: County Clerk and Recorder
Sanders County
Thompson Falls, Montana

E.Q. #20-1459

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as Rewrite of Lot 3 Thompson Minor Subdivision

Located in a Portion of Gov't Lot 8 in the NE $\frac{1}{4}$ and a Portion of Gov't Lot 9 in the SE $\frac{1}{4}$, and in a Portion of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ all in Section 01, Township 21 North, Range 30 West, P.M.M., Sanders County, Montana

consisting of one parcel having been reviewed by personnel of the Water Quality Division, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the Rewrite of Lot 3 Thompson Minor subdivision is made with the understanding that the following conditions shall be met:

THAT this Certificate supersedes E.Q. #01-2319 dated the 12th day of June 2001, for Lot 3 only, and all previous copies should be marked superseded, except that the original conditions not changed by this approval are still in effect, and,

THAT the Lot size as indicated on the approved lot layout and the Certificate of Survey filed with the county clerk and recorder will not be further altered without approval, and,

THAT the purpose of this rewrite is to change the use of Lot 3 from an individual living unit or commercial building to an individual living unit and a commercial shop with a second individual living unit, and,

THAT the existing individual water system serving Lot 3 shall be converted to a shared water system, and,

THAT when the existing shared water supply system (GWIC ID 217262) serving the living unit and the commercial shop with a living unit is in need of extensive repairs or replacement it shall be replaced by a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the shared sewage treatment system shall consist of a 1000 gallon septic tank and 500 gallon dosing tank for the living unit, and a 1500 gallon combination septic tank and dosing tank serving the commercial shop with a living unit, and a subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT the shared subsurface drainfield shall be pressure dosed and have an absorption area of

sufficient size to provide an application rate of 0.6 gpd/ft², and,

THAT the shared sewage system shall be installed in accordance with approved design and construction specifications provided by Rowland Environmental Consulting, LLC, and,

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT the storm drainage facilities were reviewed and approved by the Department under E.Q. #20-1567, dated December 10, 2019, and,

THAT the water supply system, sewage treatment system, and storm drainage systems will be located as shown on the approved plans, and,

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the Certificate of Survey, approved location of water supply, sewage treatment system, and storm drainage structures as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the Certificate of Survey filed in your office as required by law.

DATED this 31st day of December, 2019.

By:


Shawn Sorenson, Sanitarian
Contract Reviewer
Sanders County Environmental Health

By:


Shaun McGrath,
Director
Rachel Clark, PE Supervisor
Engineering Bureau
Water Quality Division
Department of Environmental Quality

Owner's Names: BKP Properties

NOTES:

NO KNOWN SOURCES OF CONTAMINATION OTHER THAN PROPOSED AND EXISTING DRAINFIELDS ARE LOCATED WITHIN 500' OF THE EXISTING WELL.

ALL APPROVED OR EXISTING DRAINFIELDS, MIXING ZONES, AND WELLS ARE SHOWN WITHIN 100' OF THE PROPERTY BOUNDARIES.

STORMWATER SHALL BE MANAGED BASED ON THE STORMWATER PLAN DESIGNED BY 406 ENGINEERING, INC.

DRAINFIELD FLOWRATES WERE BASED ON ONE 3-BEDROOM HOME (300GPD), ONE 1-BEDROOM HOME (150 GPD), AND TWO EMPLOYEES AT 13 GPD EACH FOR A TOTAL OF 476GPD.

Reviewed by the Local Reviewing Authority

Under contract with the

Department of Environmental Quality

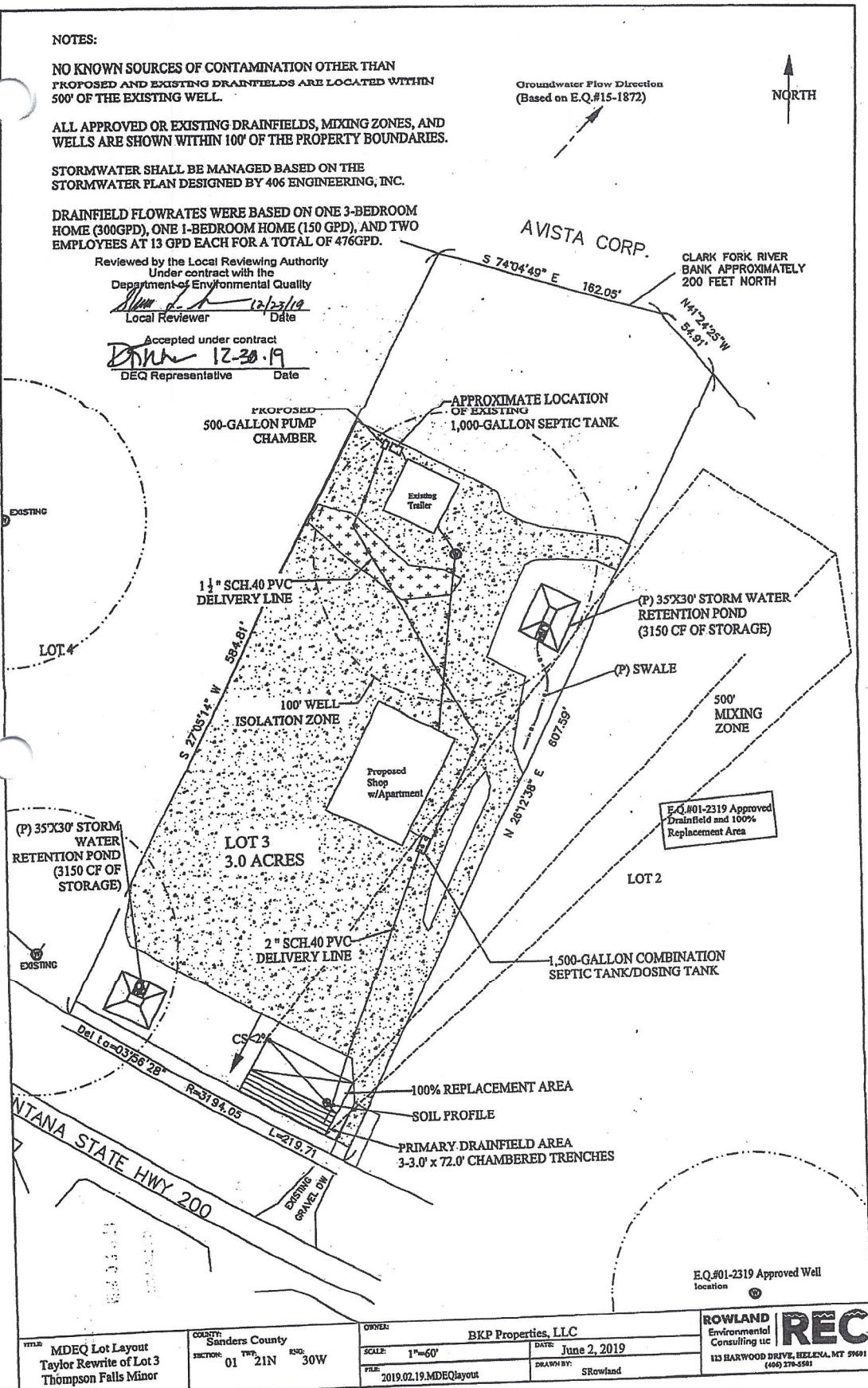
Steve [Signature] 12/23/19

Local Reviewer Date

Accepted under contract

DW 12-30-19

DEQ Representative Date



TITLE: MDEQ Lot Layout
Taylor Rewrite of Lot 3
Thompson Falls Minor
SECTION: 01 Twp: 21N Rng: 30W

OWNER: BKP Properties, LLC

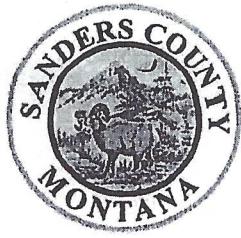
SCALE: 1"=60'

FILE: 2019.02.19.MDEQLayout

DATE: June 2, 2019
DRAWN BY: SRowland

ROWLAND Environmental Consulting Inc | REC
123 HARWOOD DRIVE, HELENA, MT 59601
(406) 278-3581

PERMIT APPROVAL SPECIFICATIONS
Sanders County Environmental Health Department
1111 Main St. Thompson Falls, MT, 59873 * 406.827.6909



Owner information:

BKP Properties (Bob Taylor)
Name

01 21N 30W
S T R

15 Wilkes Creek Road
Mailing address

05/21/2019 and 12/11/2019
Date Submitted

Thompson Falls, MT 59873
City

12/11/2019
Date Approved

19-091 reissued
Permit Number

12/11/2021
Expiration Date

4891 MT HWY 200, Thompson Falls
Physical Address

Permit Specifications:

Installation of a pressure dosed drainfield for an existing living unit and a commercial shop with a living unit.

- 1000-gallon existing tank for existing living unit
- 500-gallon dosing chamber for existing living unit
- 1500-gallon combination septic and dosing tank, shared with the existing living unit, and the shop/living unit structure
- Drainfield per REC design

Owner/installer is approved to complete the drainfield in advance of the DEQ 10-day review. Changes required by DEQ will be completed at the expense of the owner.

Pre-notification is mandatory 48 hours before backfilling system.

Sanders County Sanitarian

AS-BUILT SKETCH
AND
STATEMENT OF ACCURACY OF INSTALLATION

Land owner's name B K P Properties

Permit number 19-091

I, Bob Taylor, as the licensed installer or landowner for the following system have constructed or altered the septic system on the parcel referenced by the permit number above.

I do hereby declare that the EXACT specifications of the approved permit have been followed. Accompanying this statement is a copy of the county approved lot layout and my as-built sketch. My as-built sketch is included on another sheet of paper. I understand that it is my responsibility to submit the above within 10 days of the completion of the system.

Installer's Signature Bob Taylor

Installer's License Number LI TF 13

Completion Date of System 12/11/2019

Checklist of as-built sketch:

- North Arrow
- Triangular measurements from two corners of house to tank access lid
- Measurement of pipe from tank to D-box or manifold
- All parcel boundaries
- Distance between the system and at least two parcel boundaries

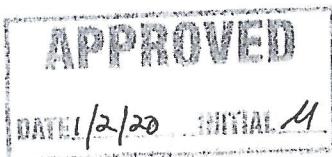
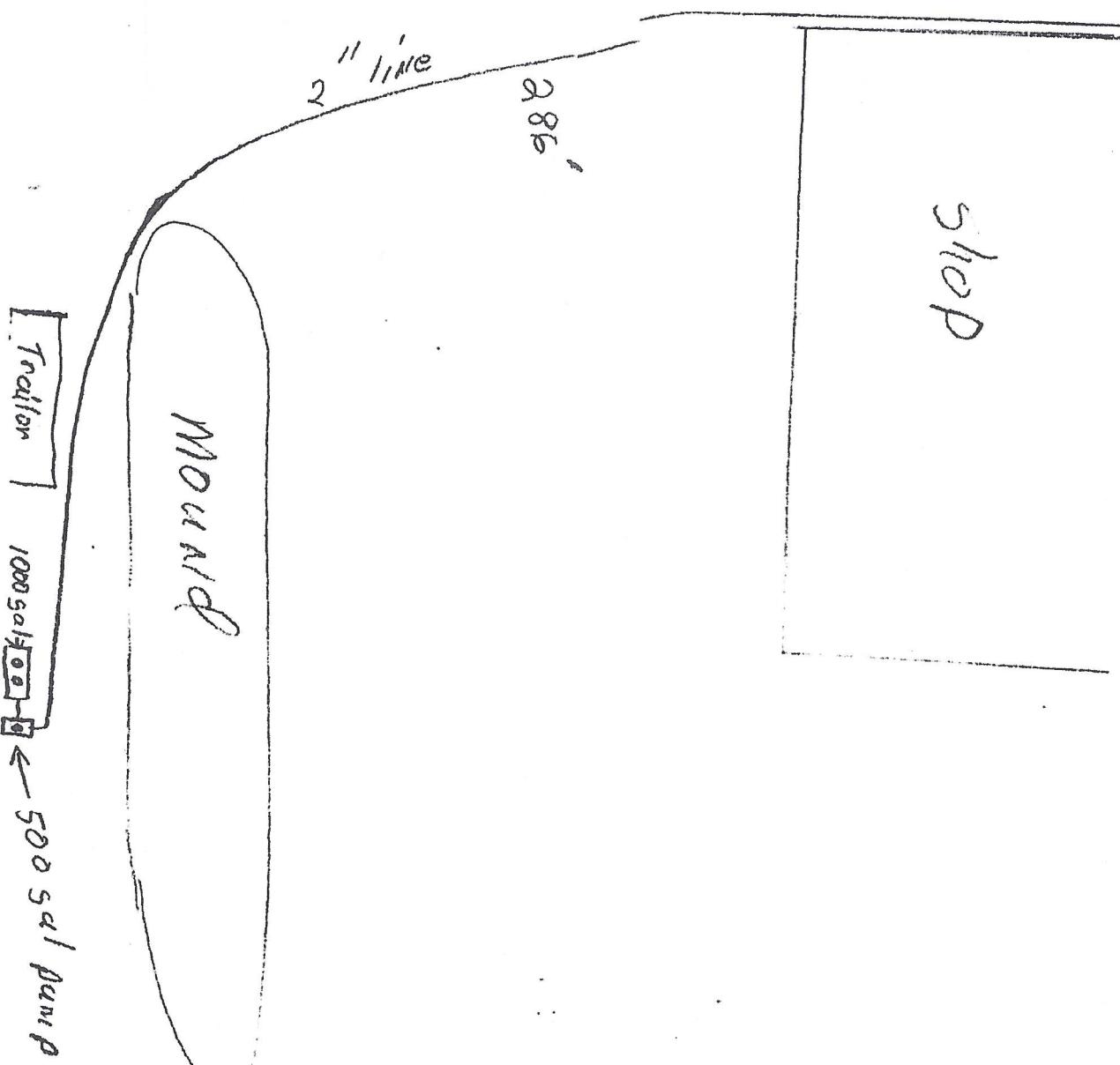
Additional information needed (fill the blanks in with quantitative data):

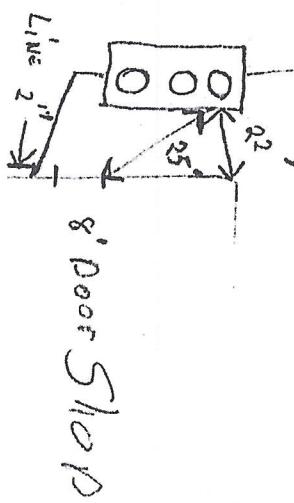
72 length of drainfield laterals

3 number of drainfield laterals

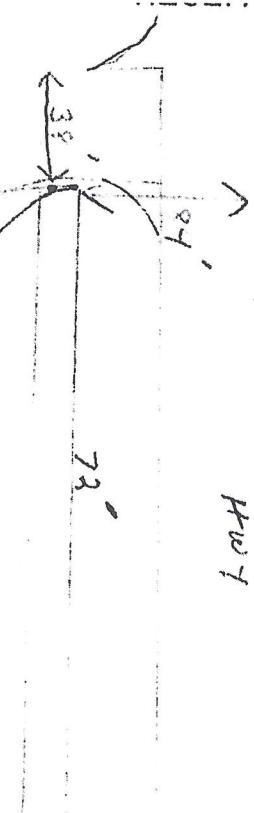
1500 volume of septic tank.

BK Properties





173



← N

APPROVED

DATE 1/2/20 INITIALS M

Water Supply, Sanitary Facilities, Stormwater

a. Description of Facilities

TIMBERLINE
LAND SURVEYORS

P.O. Box 1565 Trout Creek, Montana 59874
Ph. 406-827-0768 or Ph. 406-396-7057

Existing Facilities

BKP Properties

Amended Lot 3 of COS 2196 MS

A Rewrite of E.Q. # 20-1459

Both of the proposed lots are fully developed. Proposed Lot 3-A has an existing shop with living unit and proposed Lot 3-B has an existing living unit. Both living units share the existing well which will be located on proposed Lot 3-B.

Both living units also share the existing drainfield which is located on proposed lot 3-A. These previously designed facilities were approved by MDEQ E.Q. # 20-1459. New shared user agreements and easements for these facilities will be prepared and shown on the face of the survey and sanitary lot layout. Each living unit has an existing septic tank with effluent pump chamber and all transport piping is installed and functioning.

Stormwater detention facilities have also been designed and approved but will need to be constructed prior to final plat approval.

Solid waste facilities are available at the Thompson Falls Roll-Off site or through a private disposal company.

b. Existing Well Log

c. Water Quality

d. Shared Well User Agreement

“SHARED WELL USERS AGREEMENT”

Declaration for Operation, Maintenance and Cost Distribution for a shared well pertaining to Lot 3-A and lot 3-B of C.O.S. _____, records of Sanders County, Montana.

This Declaration made and entered into this _____ day of _____, 20____

Knowing that, a well, pump, and appurtenant structures are located on Lot 3-B; and also knowing that said well, pump, and appurtenant structures are desired to provide shared water for domestic purposes to Both lot 3-B and Lot 3-A. This written agreement concerning said well and distribution system shall address the following.

1. The parties hereby agree that the water produced from the well be shared equally between the parties of Lot 3-A and Lot 3-B.
2. The expense of maintenance, repair and replacement of the water well, pump, motor, storage and housing facilities and other accessories thereto or any costs as levied by the State, Federal or County bodies shall be borne by both users.
3. The parties shall be individually responsible for and shall individually pay the cost and expense of constructing, installing, maintaining, replacing and repairing the underground water pipelines which shall run from said water well to their respective dwellings or other terminal point.
4. The parties shall use the water solely as a source of domestic water for household consumption and lawn and garden irrigation on the respective lots, and the parties shall not use the water from said well on or in relation to any other property or purpose other than those described above for their respective lots.
5. Usage flow meters may be at or near the well for each respective water line to each dwelling or terminal point. Consumption rates shall represent in a percentage, the direct cost to be paid monthly or by some other agreement between the parties, for electric costs.
6. Easements over the water line as constructed shall become a covenant running with the title of the land. The right of ingress and egress to and from and over and upon said easement for inspection and maintenance shall be granted by all users.
7. The obligations of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, and assigns.

Owner Lot 3-A _____

Owner Lot 3-B _____

State of Montana

County of Sanders

This instrument was acknowledged before me this _____ day of _____
20_____.

Notary Public for the State of Montana

Printed Name _____

Residing at _____

My Commission Expires _____

e. Existing Drainfield Design

Taylor Rewrite

Lot/Parcel/Tract
Application Rate

Lot 3
0.6 gpd/ft²

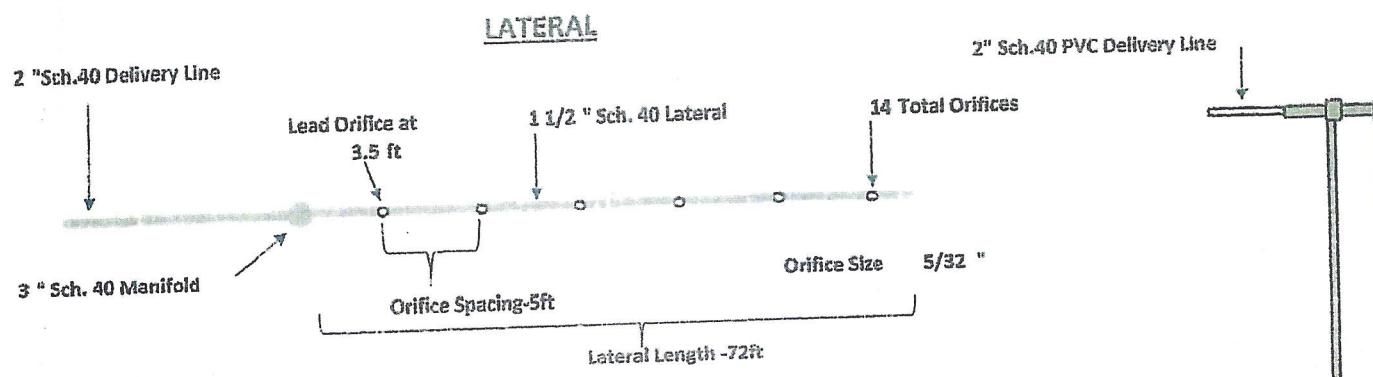
Number of Laterals
Manifold length (per zone)
Percent Variance in Lateral

Reviewed by the Local Reviewing Authority
Under contract with the
Department of Environmental Quality

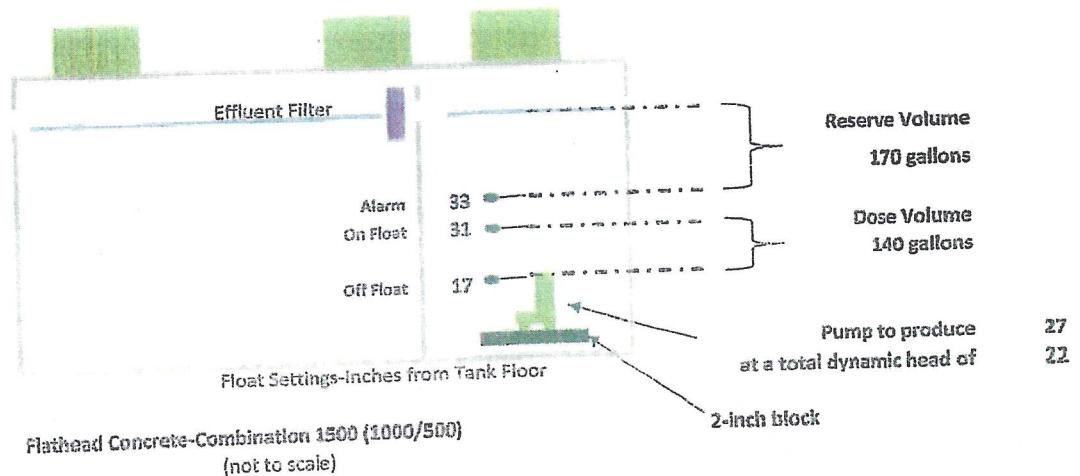
John T. L. 12/23/19
Local Reviewer Date

Accepted under contract
DR Shire 12-30-19
DEQ Representative Date

TOP VIEW



PUMP CHAMBER



Notes:

1. REFER TO Dwg. No. 6.6-2, CIRCULAR DEQ 4, Pg.76 FOR PROFILE VIEW AND CONSTRUCTION SPECIFICATIONS FOR A LEA CHAMBER ABSORPTION TRENCH - PRESSURE DOSED

ROWLAND
Environmental
Consulting LLC | REC

123 Harwood Drive
Helena, MT 59601
406-270-5501

3%

o scale)

3 " Sch.40 PVC Manifold

1 1/2 " Sch. 40 PVC Lateral

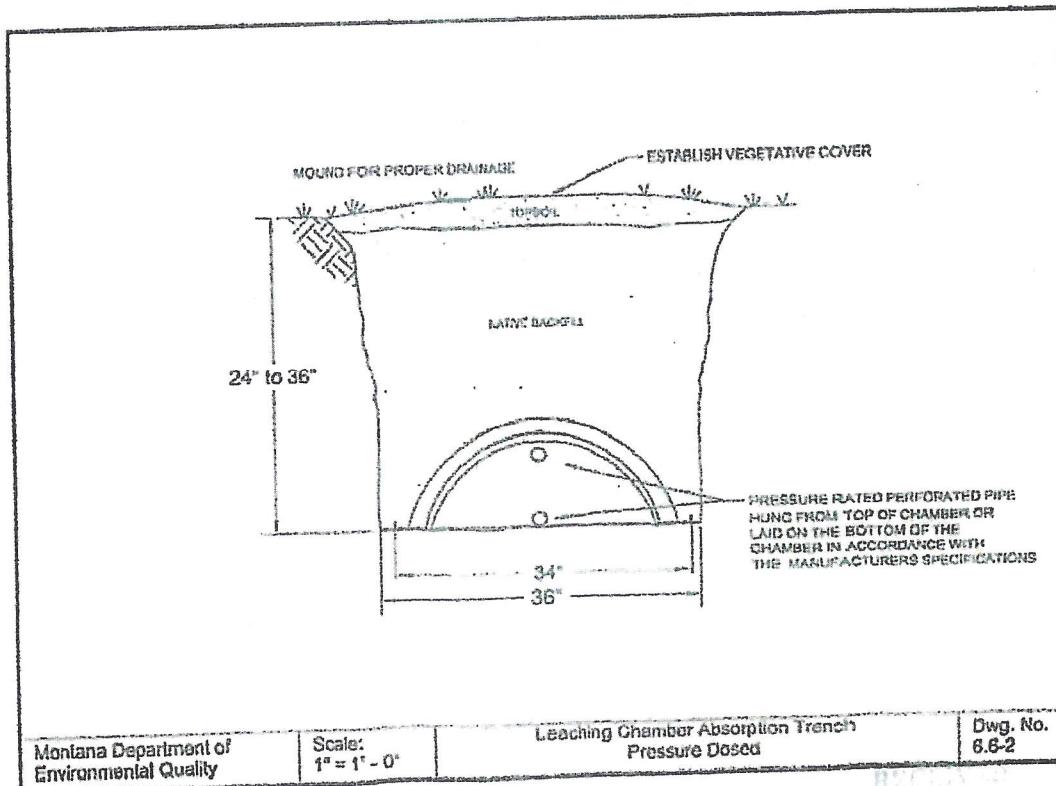
Lateral
Length 72ft
(typical)

n center (typical)

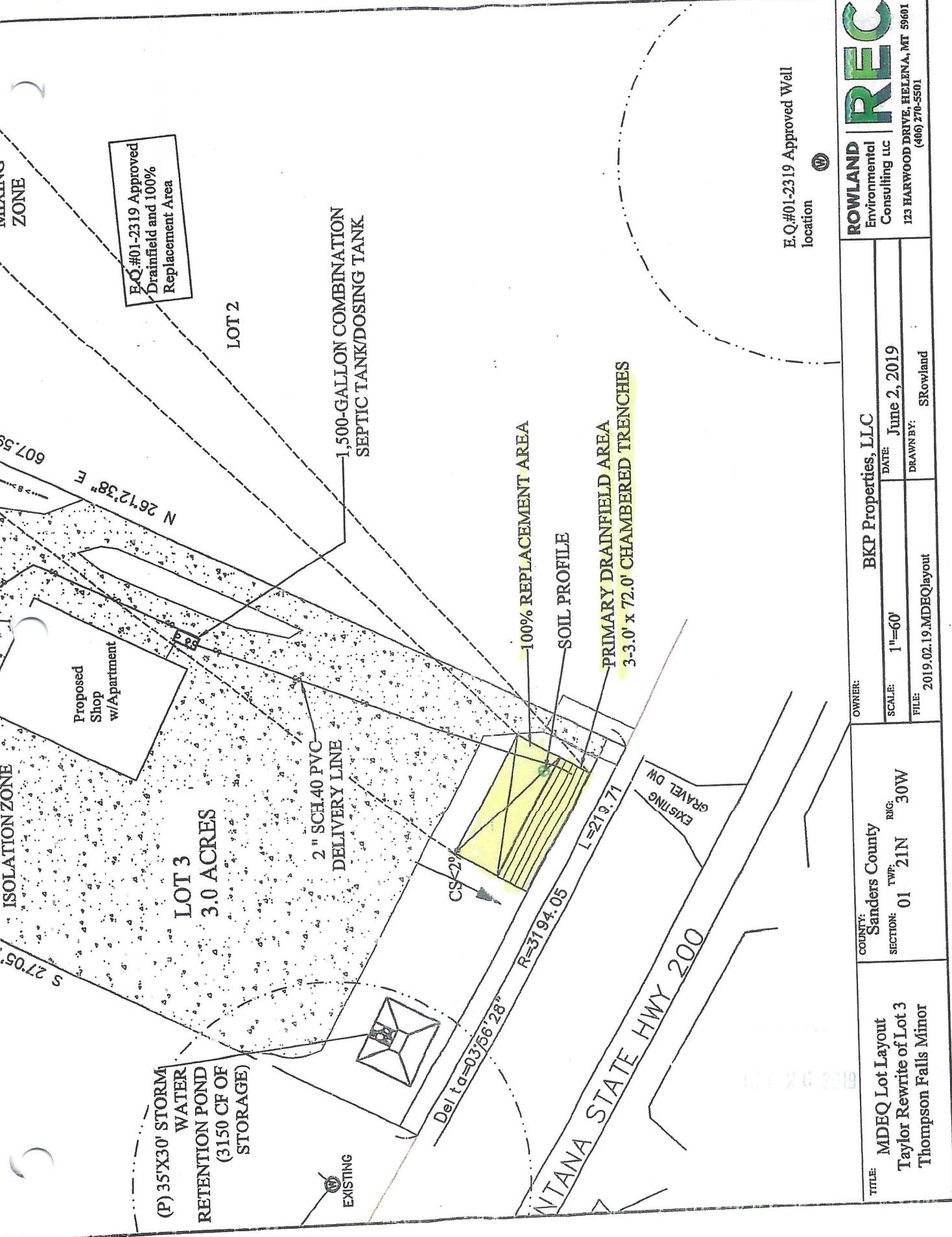


CLEANOUT DETAIL

(not to scale)



DEC 26 2010



f. Shared Drainfield Agreement

“SHARED DRAINFIELD AGREEMENT”

Declaration for Operation and Maintenance of a shared Drainfield pertaining to Lot 3-A and Lot 3-B of C.O.S. _____, records of Sanders County, Montana.

This Declaration made and entered into this _____ day of _____, 20____

Knowing that, a shared drainfield and replacement area are located on Lot 3-A; and also knowing that said drainfield is desired to provide sanitary facilities for Both Lot 3-A and Lot 3-B. This written agreement concerning said drainfield and distribution system shall address the following.

1. The parties hereby agree that the existing drainfield as designed, approved, and constructed per E.Q. # 20-1459 shall continue to be shared between Lot 3-A and Lot 3-B.
2. The expense of maintenance, repair and replacement of the effluent pumps and other accessories thereto or any costs as levied by the State, Federal or County bodies shall be borne by both users.
3. The parties shall be individually responsible for and shall individually pay the cost and expense of constructing, installing, maintaining, replacing and repairing the underground sewer pipelines which shall run from their respective dwellings to the shared drainfield or replacement area.
4. Easements over the sewer lines as constructed shall become a covenant running with the title of the land. The right of ingress and egress to and from and over and upon said easement for inspection and maintenance shall be granted by all users.
5. The obligations of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, and assigns.

Owner Lot 3-A _____

Owner Lot 3-B _____

State of Montana

County of Sanders

This instrument was acknowledged before me this _____ day of _____
20_____.

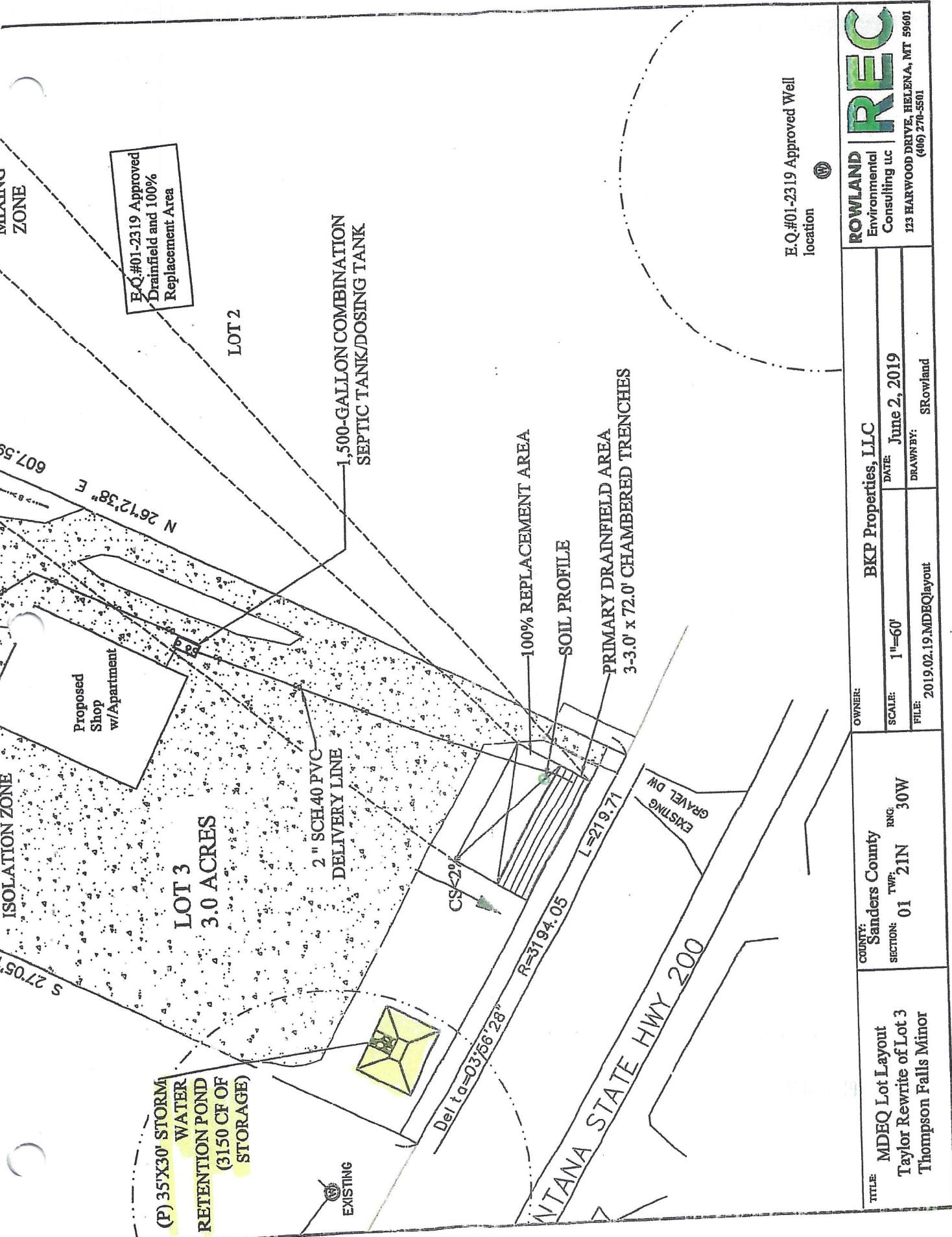
Notary Public for the State of Montana

Printed Name _____

Residing at _____

My Commission Expires _____

g. Stormwater Facilities



NOTES:

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DRAINFIELD FLOWRATES WERE BASED ON ONE 3-BEDROOM HOME (300GPD), ONE 1-BEDROOM HOME (150 GPD), AND TWO EMPLOYEES AT 13 GPD EACH FOR A TOTAL OF 476GPD.

Reviewed by the Local Reviewing Authority

Under contract with the

Department of Environmental Quality

Shawn H. H. 12/23/19
Local Reviewer
Accepted under contract
DHO Representative

AVISTA CORP.

CLARK FORK RIVER
BANK APPROXIMATELY
200 FEET NORTH

N41°24'25" W
54.91'

S 74°04'49" E
162.05'

APPROXIMATE LOCATION
OF EXISTING
1,000-GALLON SEPTIC TANK
PROPOSED
500-GALLON PUMP
CHAMBER

(P) 35X30' STORM WATER
RETENTION POND
(3150 CF OF STORAGE)

(P) SWALE

1 1/2" SCH 40 PVC
DELIVERY LINE

LOT 4

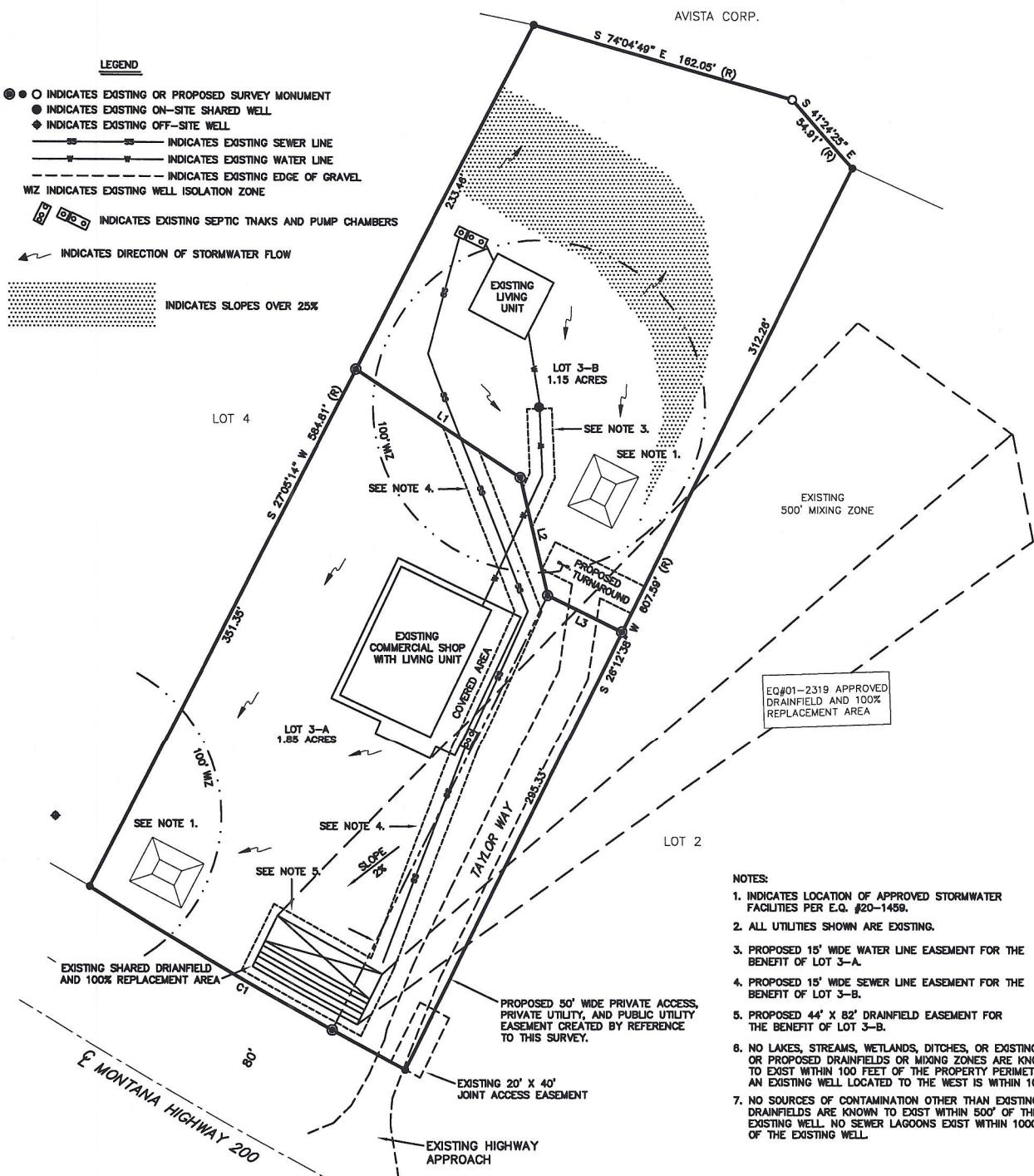
EXISTING

LOT LAYOUT

LOT LAYOUT

AP OF AMENDED LOT 3 OF COS 2196 MS
A SUBSEQUENT MINOR SUBDIVISION AND REWRITE OF E.Q.# 20-1459
LOCATED IN A PORTION OF SECTION 1, T. 21 N., R. 30 W.,
P.M.M., SANDERS COUNTY, MONTANA

SCALE: 1" = 60'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 56°39'57" E	118.68'
L2	S 13°10'48" E	72.58'
L3	S 63°47'22" E	50.00'

CURVE TABLE

Curve	Delta Angle	Radius	Arc Length	Chord Bearing	Chord Length
C1	03°58'28"	3194.05'	219.71'	N 59°55'27" W	219.66'

**TIMBERLINE
LAND SURVEYORS**