



Plains-Paradise Rural Fire District

PO Box 1115 / 20 Airport RD, Plains, MT 59859
406-826-3900 | chief@pprfd.com | www.pprfd.com

SANDERS COUNTY
RECEIVED

DEC - 4 2023

LAND SERVICE DEPT.

December 1, 2022

Katherine Maudrone,

RE: McMillan Post RV Park (Provided documentation attached)

The proposed McMillan Post RV Park and facilities falls within the fire protection district of PPRFD. Although an RV park has its own inherent fire risks, there are no foreseen complications that would fall outside of the typical subdivision review process. I reviewed the initial plan and fire risk rating form. I do not find any reason to delay further processing of the application with the condition of final approval by the PPRFD Board of Trustees.

The proposed onsite water supply is made up of several systems. The best way to benefit from the full potential of these systems during a fire is to have a combined single 3" outlet. Any required backflow prevention would need to be installed upstream from this connection. During the final approval process having plumbing plan and pump data would be needed to determine actual water available out of a single connection point available during the initial 30 minutes.

Two considerations that are beyond our review are insurance and Montana state requirements. I am not familiar with these requirements for an RV park, but we can not supersede those entities. Insurance could be underwriter specific. The state generally only gets involved in fire suppression requirements for areas outside of a fire protection district or as part of the commercial building process. If future buildings are built, they may require sprinkler systems that would require an adequate water supply system for those needs.

The preference would be a separate ISO rated water supply onsite that provided 250gpm for 30 minutes, but I do not foresee that required for the proposed project. Based on the description and explanation of Phase 1, the needed water supply may be able to be met by onsite water supply and a tender shuttle from hydrants in Paradise/Camp Bighorn.

James Russell,

Fire Chief - Plains-Paradise Rural Fire District

406-493-5601 (cell) | 406-826-3900 (office) | chief@pprfd.com | www.pprfd.com

Fire Prevention Plan – McMillan Post RV Park

Proposed Development: McMillan Post RV Park

Owners/Contact: Mark & Kathleen French, (c) 406.260.5918 (c) 406.360.1284

Operators/Contact: Mark & Kathleen French, (c) 406.260.5918 (c) 406.360.1284

Site Address: 2150 MT Hwy 135, Paradise, Montana

Mailing Address: 8682 MT Hwy 200, Plains, Montana 59859

Size of Proposed Development: 7 plus acres, including internal roadways, structures and RV pads

Fire District: McMillan Post RV Park is served by the Plains Paradise Rural Fire District

Site Accessibility: The RV Park is easily accessible, located at the intersection of MT Hwy 135 and MT Hwy 200. Main access to the Park is located at 2150 MT Hwy 135. Uni-directional traffic will flow easterly from the main entrance through the Park and exit at 8515 MT Hwy 200. Roadway grades within the RV Park are minimal to support large RV traffic. The state highways are wide, paved, and designed for large vehicles. Access and Egress points for the park were permitted, designed, built and approved by MDT for semi-trucks, buses, and recreational vehicles. Appropriate signage will be installed at each intersection within the RV Park and numerical site identification will be posted. A rural addressing map is attached.

Current Land Use and Vegetation: The site is currently vacant land. Existing vegetation is primarily native grasses or agricultural forage of mixed alfalfa and timothy grasses. Development of this site into recreational vehicle lots will lead to accommodating landscaping for privacy, recreation, and visitor satisfaction. Very few trees exist on the 7 acre site. A significant number of new trees will be planted as part of the site development. As a visitor recreation center, landscaping will be developed and maintained to enhance the visitor appeal of the site. There are no plans for heavy trees, over hanging foliage, or obstructions to compromise vertical clearance during fire response.

Topography: McMillan Post RV Park is located at the intersection of MT Hwy 135 and MY Hwy 200. Both the Upper Clark Fork River and the Flathead River are located within a quarter mile of the development. Between the development and the rivers lie rural residential properties and fields managed for agricultural use. Directly across the Upper Clark Fork River and the Flathead River are high sloped and sparsely forested mountains of the Lolo National Forest. Directly to the south of the RV Park is a steep wooded rise to a residential property. The land on which McMillan Post RV Park is proposed is relatively flat. Roadway grades within the Park are minimal to support large RV traffic. There are no riverbanks, streams, ponds or wetlands to maneuver through or around. There are no boulders or rock formations to maneuver through or around.

Fire Suppression Storage Volume on Site: Over 10,000 plus gallons of water is available for fire suppression during the initial 30 minute response.

McMillan Post RV Park plans to meet initial fire response water volumes at the development through four specific sources: above ground tanks, well reservoir(s), water development infrastructure throughout the development, and proximity to offsite fill stations.

(1) Our Non Transient Public Water System was approved in 2005 by MDEQ and Sanders County. It is currently undergoing a Re-Review with MDEQ. It contains a 5000 gal above ground storage tank to service the development. This water is available for initial fire response.

(2) The Public Water Source (well) approved for the development (GWIC 154141) was tested at 85 gpm over a 24 hour period with no significant draw down. The well is equipped with a 1.5 hp pump, providing an additional 1000 gal for initial response over the first 30 minutes and additional volume afterwards. Additionally, The RV park owners have water rights/water access with a second well onsite (GWIC 73587) and can divert over 500 gal of water for initial fire suppression in the first 30 minutes, and additional volume thereafter.

(3) Our layout for McMillan Post RV Park provides water service for 12 of 16 sites. This means that water will be directly available with a hose connection at 12 sites. Additionally, water hose connections will be available at the Bath House, Welcome Center, Pump House, and Dump Station.

Fire Suppression Volume Offsite: Three offsite filling water sources providing in excess of 10,000 gpm are available. McMillan Post RV Park is located at the intersection of two major river systems. Water Tankers for the Plains Paradise Rural Fire Department can be filled in several places in close proximity to the Park development.

- a) Roaded access on private property to the Flathead River is available 300 yds from the RV development;
- b) Water fill access is available via ROW at the Claek Fork River bridge located less than a quarter mile away on MT Hwy 200; and
- c) A fill station is available in Paradise less than 3 miles away on MT Hwy 200.

Existing power lines at the periphery of the development are overhead, coming from neighboring properties. All electrical lines within the development are to be laid underground.

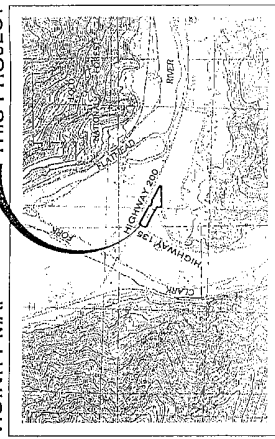
Operational Activities: McMillan Post RV Park will be welcoming visitors from across the U.S., many visiting Montana and the region for the first time. We will alert all visitors to the fire safety issues regarding open flames and cooking. We will alert all visitors to forest fire concerns. Any campfire burning will occur within campfire rings and will be positioned away from undergrowth, trees, and RVs.

Personnel Activities: McMillan Post RV Park will provide (3) 10 Lb A-B-C universal fire extinguishers at the site: at the Existing Shop, Welcome Center, and Pump House. In addition, the RV Park will provide water hoses to support fire suppression activities from within the wet site zone and to support fire needs outside this zone. The location of these fire response tools, and water sources will be located on site maps and posted for site and response personnel. Site personnel will be instructed as to the location and use of the fire prevention and control tools onsite for use on small fires and to assist the Plains Paradise Rural Fire Department needs for larger fires.

Date of Submittal: November 20, 2023

WATER CONSTRUCTION PLANS

- * No proposed public improvements
- * Electrical for EV port and store, bathroom to be underground



HIGHWAY 200, SANDERS COUNTY

andworks
Consulting & Design, Inc.
* Civil Engineering * Land Consulting

Civil Engineering & Consulting

1. DURING CONSTRUCTION IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROJECT EXISTING UTILITY LINES.
2. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY SHOULD ANY CONFLICTS EXIST BETWEEN THE PLANS AND WHAT IS FOUND IN THE FIELD.
3. THE CONTRACTOR SHALL VERIFY THAT ALL THE NECESSARY PERMITS TO COMPLETE THE PROPOSED WORK HAVE BEEN OBTAINED PRIOR TO START OF CONSTRUCTION AND SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
4. THE CONTRACTOR SHALL NOTIFY APPROPRIATE PERSONNEL FOR UTILITY LOCATIONS AND NOTICE OF CONSTRUCTION COMMENCEMENT TWO BUSINESS DAYS PRIOR TO START OF CONSTRUCTION.
5. CONTRACTOR SHALL PROTECT ALL ADJACENT IMPROVEMENTS (BUILDINGS, ROADWAYS, UTILITIES, ETC.) FROM DAMAGE AND EROSION. ALL DISTURBED AREAS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
6. ALL EARTH CONSTRUCTION SHALL BE IN ACCORDANCE WITH THESE PLANS, MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS (MPWSS 8TH EDITION), THE MONTANA PLUMBING CODE, AND SANGRETO COUNTY STANDARDS. ALL PIPING AND FITTINGS SHALL ALSO COMPLY WITH ASTM STANDARDS.
7. THE CONTRACTOR SHALL VERIFY THE EXISTING INVERT ELEVATIONS AND UTILITY LOCATIONS PRIOR TO CONSTRUCTION AND IMMEDIATELY NOTIFY THE ENGINEER IF ANY CONFLICTS OCCUR.
8. ALL UTILITY WORK SHALL BE COMPLETED BEFORE PAVING.
9. WATER MAIN AND ALL FITTINGS SHALL BE DISINFECTED PER MPWSS 02713
10. WATER MAIN SHALL BE PRESSURE TESTED IN ACCORDANCE WITH MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS, FIFTH EDITION.
11. JOINT DEFLECTION AND PIPE DEFLECTION SHALL NOT EXCEED PIPE MANUFACTURER'S

[illegible]

15. ALL COMPONENTS OF THIS WATER SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDED INSTALLATION PROCEDURES, UNLESS OTHERWISE SPECIFIED IN THESE PLANS OR BY THE ENGINEER.

16. CONTRACTOR SHALL SUBMIT O&M AND WARRANTY DOCUMENTS TO OWNERS FOR ALL PARTS INSTALLED.

17. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND THE GENERAL PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES (PREPARED BY OTHERS).

18. THE EXACT LOCATION OF MANY COMPONENTS FOR THE WATER & SEWER SYSTEMS HAVE NOT YET BEEN DETERMINED BY THE OWNERS. THE EXACT LOCATION OF SYSTEM COMPONENTS SHALL BE INSTALLED PER THE DIRECTION OF THE OWNERS OR THEIR REPRESENTATIVE. BUT INSTALLATION LOCATIONS SHALL MEET THE REQUIREMENTS (INCLUDING SETBACKS & SEPARATION DISTANCES) OF MOVED, MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS 5TH EDITION, AND THESE PLANS. THE SEWER DRAINFIELD AND WELL LOCATIONS CANNOT BE ADDED OR DELETED OR INSTALLED ACCORDING TO THESE PLANS AND THE SITE LAYOUT AS SHOWN. ANY REQUEST FOR THE REVISIONS WILL BE AT THE RISK OF THE OWNER.

10. CONTRACTOR TO SUPPLY WATER METERS FOR EACH WATER SERVICE TO THE BUILDINGS. WATER METER SHALL BE 1" MULTI-JET MASTER METER AND SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS. METERS ARE TO BE LOCATED IN AN EASILY ACCESSIBLE LOCATION AS DIRECTED BY THE OWNERS OR THEIR REPRESENTATIVE. THE HOTEL WATER SERVICE, KITCHEN WATER SERVICE, AND BATHROOM WATER SERVICE SHALL ALL BE METERED SEPARATELY AT THE DISCRETION OF THE OWNERS.

NOTE TO OWNER & CONTRACTORS
THESE PLANS SHALL NOT BE USED FOR BIDDING OR CONSTRUCTION PURPOSES UNTIL APPROVED BY MDCO

OWNER OF WATER SYSTEM

KATHLEEN & MARK FRENCH
PO. BOX 178
PARADISE, MT 59858

SHEET INDEX

[illegible]

FRENCH
RE-DESIGNATION
PUBLIC WATER SYST
OVERALL SITE

SECTION 03, T18N, R25W, PPM
SANDERS COUNTY MONTANA

YATHI EEN EENDICH

[illegible]

COS 1507, Parcel B

WARRANTY DEED

40006

(Joint Tenancy)

FOR VALUE RECEIVED.

PARADISE VALLEY, INC. of P.O. Box 69, Paradise, MT 59858

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

MARK FRENCH and KATHLEEN FRENCH of P.O. Box 1371, Plains, MT 59859

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

A parcel of land in Government Lots 3 and 4 of Section 3, Township 18 North, Range 25 West, P.M.M., Sanders County, Montana, described as follows:

Being TRACT B of Certificate of Survey No. 1507MS, Sanders County records.

EXCEPTING THEREFROM that portion conveyed by Bargain and Sale Deed recorded April 2, 1997 as Micro No. 20025, Sander County records.

SUBJECT TO:

- a) Easements in favor of Montana Power Company recorded August 19, 1974, Book 91 of Deeds, page 207, recorded August 10, 1997, Book 108 of Deeds, page 179 and recorded October 4, 1995, Micro No. 14760.
- b) Easement recorded Jan. 14, 1983, Book 100 of Deeds, page 837 and disclosed on COS 588.
- c) Easement in favor of Clark Fork Communications, Inc. recorded Sept. 2, 1994, Micro No. 11684
- d) Provisions contained in that certain Certificate, executed by the State of Montana, Department of Health and Environmental Sciences, Misc. File No. 4088, records of Sanders County, Montana (COS 1507MS).
- e) Easement, terms and conditions as disclosed on Certificate of Survey No. 1507MS.
- f) Easement recorded August 17, 1995, Micro No. 14760
- g) Easement and Agreement recorded August 21, 1997, Micro No. 21265.
- h) All rights, reservations, restrictions, easement, rights-of-way, covenants, conditions and provisions apparent or of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees, as joint tenants with the right of survivorship (and not as tenants in common) and to the heirs and assigns of the survivor of said named joint tenants forever. And the said Grantor does hereby covenant to and with the said Grantees that it is the owner in fee simple of said premises, that they are free from all encumbrances; and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 9th day of December 2002.

PARADISE VALLEY, INC.

by Robert E. Stephens, Sec
ROBERT E. STEPHENS

STATE OF MONTANA)
) ss.
County of Sanders)

This instrument was acknowledged before me on the 9th day of December 2002 by
ROBERT E. STEPHENS for PARADISE VALLEY, INC

Alex C. Morrison
ALEX C. MORRISON
Notary Public for the State of Montana
Residing at Plains
My Commission expires 8/24/2003

249353

CLERK OF DISTRICT COURT OF SUNDERS
Granted the 27th day of January 2003 at 10:30
Book A Microfilm # 40006
Fol 100 Page 1 County Recorder
By Michael J. Dwyer Deputy

313215 WARRANTY DEED

STATE OF MONTANA SANDERS COUNTY

RECORDED: 6/28/2019 4:23 PM

Pages: 2

Nichol Scribner Clerk and Recorder

FEE: \$14.00 BY:
Return To: MARK FRENCH

After recording return to:
Mark French
Kathleen French
8682 Highway 200 East
Plains, MT 59859

CFT150555

**WARRANTY DEED
TO JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**

THIS INDENTURE, made this 30th day of November, 2015, by and between **THOMAS J. COLLINS** and **TERESA L. COLLINS**, of 420 River Road West, Plains, MT 59859, **Grantors**, and **MARK FRENCH** and **KATHLEEN FRENCH**, as joint tenants with right of survivorship, of 8682 Highway 200 East, Plains, MT 59859, **Grantees**.

WITNESSETH:

That the said Grantors, for and in consideration of the sum of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION**, lawful money of the United States of America to Grantors in hand paid by the said Grantees, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said Grantees, as joint tenants and to the survivor of said named joint tenant, and not as tenants in common, and to the heirs, successors and assigns of the survivor of said named joint tenants forever, all that certain lot, piece or parcel of land, situate, lying and being in the County of Sanders, State of Montana, and particularly described as follows:

②

A parcel of land located in the NW¹/₄NW¹/₄ of Section 3, Township 18 North, Range 25 West, P.M.M., Sanders County, Montana, further described as Parcel A on Certificate of Survey No. 1507, on file in the office of the Clerk and Recorder of Sanders County, Montana.

SUBJECT TO AND TOGETHER WITH Covenants, Conditions, Restrictions, Provisions, Easements, Reservations, Encumbrances and Matters apparent or of record.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder or remainders, rents, issues and profits thereof, and also all the right, title, interest and right of homestead property, possession, claim and demand whatsoever, as well in law as in equity of the

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

CERTIFICATE OF WATER RIGHT

UPON FINDING THE REQUIREMENTS OF SECTION 85-2-306, MCA, HAVE BEEN MET, THIS
CERTIFICATE OF WATER RIGHT IS GRANTED.

Water Right Number: 76L 30148988 GROUND WATER CERTIFICATE

Version: 1 - ORIGINAL RIGHT

Version Status: ACTIVE

Owners:

KATHLEEN C FRENCH
8682 MT HIGHWAY 200
PLAINS, MT 59859-9431

MARK T FRENCH
8682 MT HIGHWAY 200
PLAINS, MT 59859-9431

Priority Date: MAY 14, 2020 at 11:51 A.M.
Enforceable Priority Date: MAY 14, 2020 at 11:51 A.M.

Purpose (use): DOMESTIC
LAWN AND GARDEN

Maximum Flow Rate: 35.00 GPM

Maximum Volume: 4.30 AC-FT

Source Name: GROUNDWATER

Source Type: GROUNDWATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SWNWNW	3	18N	25W	SANDERS

Period of Diversion: JANUARY 1 TO DECEMBER 31

Source Name: GROUNDWATER

Diversion Means: WELL

Well Depth: 41.00 FEET

Static Water Level: 17.00 FEET

THE POINT OF DIVERSION IS LOCATED IN CERTIFICATE OF SURVEY NO. 1507
PARCEL B.

Purpose (Use): DOMESTIC

Households: 1

Volume: 1.00 AC-FT

Period of Use: JANUARY 1 to DECEMBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			NWSWNW	3	18N	25W	SANDERS

Purpose (Use): LAWN AND GARDEN

Volume: 3.30 AC-FT

Period of Use: APRIL 1 to OCTOBER 31

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	8.00		NWSWNW	3	18N	25W	SANDERS

Total: 8.00

PLACE OF USE IS PLAT B1

WATER RIGHTS
FOR THE
CORNER
PROPERTY
COS 1507, PARCEL B

APPENDIX B

One Page Site Report -- GWIC

Montana Bureau of Mines and Geology
Ground-Water Information Center Site Report
STEPHENS BOB

Page 1 of

Plot this site on a topographic map

Location Information

GWIC Id: 154141
Location (TRS): 18N 25W 03 BA
County (MT): SANDERS
DNRC Water Right:
PWS Id:
Block:
Lot:
Addition:

Source of Data: LOG
Latitude (dd): 47.3521
Longitude (dd): -114.7716
Geomethod: TRS-TWN
Datum: NAD27
Altitude (feet):
Certificate of Survey:
Type of Site: WELL

Well Construction and Performance Data

Total Depth (ft): 42.00
Static Water Level (ft): 10.00
Pumping Water Level (ft):
Yield (gpm): 20.00
Test Type: AIR
Test Duration: 1.00
Drill Stem Setting (ft):
Recovery Water Level (ft):
Recovery Time (hrs):
Well Notes:

How Drilled: ROTARY
Driller's Name: KRASS
Driller License: WWC066
Completion Date (m/d/y): 6/22/1995
Special Conditions:
Is Well Flowing?:
Shut-In Pressure:
Geology/Aquifer: Not Reported
Well/Water Use: DOMESTIC

Hole Diameter Information

No Hole Diameter Records currently in GWIC.

Annular Seal Information

From	To	Description
0.0	20.0	BENTONITE

Lithology Information

From	To	Description
0.0	9.0	CLAY SAND FINE
9.0	34.0	GRAVELS
34.0	42.0	SAND COARSE GRAVEL

Casing Information¹

From	To	Dia	Wall Thickness	Pressure Rating	Joint	Type
-3.0	42.0	6.0				STEEL

Completion Information¹

No Completion Records currently in GWIC.

¹ - All diameters reported are **inside** diameter of the casing.

DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION



STEVE BULLOCK, GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE (406) 444-2071
FAX: (406) 444-2634

PO BOX 201601
HELENA, MONTANA 59620-1601

Katie French
Plains, Montana

March 19, 2020

Dear Mrs. French:

I followed up on your concerns about the ability to develop an RV park on property you own near the confluence of the Clark Fork River and the Flathead River outside of Plains, Montana. There are four parcels in question and three existing wells. These parcels were in existence before October 17, 2014 and the three wells were developed before this date.

The well you initially sought to use for the RV park is subject to a shared well agreement. Based upon a reading of the deed, the use of water from this well is already allocated between you and your neighbor, and your neighbor holds the water right for that well. Based on my understanding, it does not appear that the other two existing wells are subject to a shared well agreement, have no water rights associated with them, and are in your ownership.

Water use of 35 gallons per minute (gpm) up to 10 acre feet per year (af/year) for each of the four parcels is exempt from water rights permitting requirements pursuant to HB 168 (2015). The available volume for the future development of an RV park lies with the two remaining wells, or a new well if you choose to go that route. In the alternative, if your plan is still to appropriate water from the well that is subject to the shared well agreement, you will need to reach an agreement with your neighbor to quantify her use, consent to your appropriation of water from that well, and reduce her own groundwater certificate. A total appropriation from that well cannot in any event exceed 10 af/year. You will need to develop actual use of water and file the appropriate DNRC Form 602 to obtain a groundwater certificate to perfect your water right.

This letter is intended to provide guidance to you as you plan for the development of water for your RV park. Because these parcels were created prior to October 17, 2014, each parcel is entitled to an exemption from water right permitting for an appropriation of up to 35 gpm and 10 AF/year. Please contact DNRC's Kalispell Regional Office to discuss how you would like to proceed. They will need additional information from you prior to making a water right predetermination assessment required by the Department of Environmental Quality.

Sincerely,

John E. Tubbs, Director

Cc: Kathy Olsen



The Montana Department of
Natural Resources
& Conservation

Water Right Query System

Default

Query: (Owner LIKE 'French Mark') AND ((Water Right Status = 'ACTIVE') OR (Water Right Status = 'SEVERED'))

Water Right	Map	Abstract	Doc Image	WR Type	Status	Version	Purpose	Enforceable Priority Date mm/dd/yyyy	Src	Src Name	Means of Diversion	Owner	Flow Rate	Volume	Acres	Div Count	Use Count	Irr Count
411 12695 00	View	View	View	GROUND WATER CERTIFICATE	ACTIVE	1	DOMESTIC	10/11/1989	G	GROUNDWATER	WELL	FRENCH MARK T	15 GPM	1.5	0.25	1	1	
76L 103307 00	View	View	View	STATEMENT OF CLAIM	ACTIVE	1	IRRIGATION	6/26/1950	S	FLATHEAD RIVER	PUMP	FRENCH MARK T	1.34 CFS		120	1	6	6
76L 11258 00	View	View	View	GROUND WATER CERTIFICATE	ACTIVE	1	DOMESTIC	2/7/1977	G	GROUNDWATER	WELL	FRENCH MARK T	15 GPM	1.63	0.25	1	1	
76L 11258 00	View	View	View	GROUND WATER CERTIFICATE	ACTIVE	1	LAWN AND GARDEN	2/7/1977	G	GROUNDWATER	WELL	FRENCH MARK T	15 GPM	1.63	0.25	1	1	
76L 30148988	View	View	View	GROUND WATER CERTIFICATE	ACTIVE	1	DOMESTIC	5/14/2020	G	GROUNDWATER	WELL	FRENCH MARK T	35 GPM	4.3		1	1	
76L 30148988	View	View	View	GROUND WATER CERTIFICATE	ACTIVE	1	LAWN AND GARDEN	5/14/2020	G	GROUNDWATER	WELL	FRENCH MARK T	35 GPM	4.3		1	1	
76L 35610 00	View	View	View	STATEMENT OF CLAIM	ACTIVE	1	IRRIGATION	4/9/1895	S	UNNAMED TRIBUTARY OF WILSON CREEK	PUMP	FRENCH MARK T	250 GPM		25	1	4	4
76L 35612 00	View	View	View	STATEMENT OF CLAIM	ACTIVE	1	IRRIGATION	1/22/1906	S	UNNAMED TRIBUTARY OF WILSON CREEK	PUMP	FRENCH MARK T	178.5 GPM		10.5	1	3	3

[Download](#) *Excel users: Convert dates to numbers after download for proper sorting.

① Historical from Flathead River for Kugel/Lacey/PVT parcels.

② Lacey Residence

③ Lacey Irrigation

④ Kugel Residence

⑤ Kugel Irrigation

⑥ Home Ranch Irrigation

⑦ Home Ranch - Old Bob's - Irrigation

WATER LINE EASEMENT AND SHARED WELL AGREEMENT

21265

THIS EASEMENT AND AGREEMENT, dated this 1st day of August, 1997, is executed by and between

PARADISE VALLEY, INC., a Montana corporation
P. O. Box 69
Paradise, Montana 59856

Grantors, as the owners of a parcel of land in Government Lot 4 of Section 3, Township 18 North, Range 25 West, P.M.M., more particularly described as Parcel "B" on Certificate of Survey No. 1507MS, Sanders County Records, and

ROBERT A. MANDICH and CHARLOTTE MANDICH
P. O. Box 130
Paradise, Montana 59856

Grantees, as the owners of an adjacent parcel of land in the Northwest quarter (NW $\frac{1}{4}$) of Section 3, Township 18 North, Range 25 West, P.M.M., more particularly described on Certificate of Survey No. 892, Sanders County Records.

WITNESSETH:

- 1) Grantors hereby grant, convey and transfer unto the Grantees a perpetual, non-exclusive water line easement twenty (20) feet in width, lying ten (10) feet on either side of the following described center line, to-wit:

Commencing at a point on the boundary line common to Grantor's and Grantees' properties, which point lies North 1333.24 feet and N.89°08'04"E, 716.78 feet from the West quarter corner of said Section 3, thence N.11°03'56"E., 366.11 feet; thence N.05°26'23"E., 56.63 feet to the well located on Grantor's property, all as shown on Certificate of Survey No. 1507MS, Sanders County Records.

- 2) The Grantors and Grantees hereby agree as follows:

- A) The Grantees hold water rights to the well located on Grantors property hereinbefore described, which well is also the terminus of the water line easement hereinbefore described, and said Grantees hereby agree to share the water from said well with the Grantors in that the water volume available for use on said Grantors property shall be for domestic purposes only for one, single family dwelling.

PARADISE VALLEY/ROBERT AND CHARLOTTE MANDICH

WITNESSES

WATER LINE
EASEMENT FOR
COS 1507, PARCEL A
FROM ~~PARCEL B~~
COS 892

(The current used
waterline easement.)

21265

- B) The pump for said shared well shall be equipped with a separate electrical meter and the costs for electricity, as well as all water well maintenance and pump repair and/or replacement shall be equally shared by the Grantor and the Grantees.
- C) The terms and conditions of this easement and agreement shall be binding upon their parties, their successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year hereinbefore written.

PARADISE VALLEY, INC., a MT CORP.

BY: Clifford H. Stephens, Pres.
CLIFFORD H. STEPHENS, Pres.

Robert A. Mandich
ROBERT A. MANDICH

Charlotte Mandich
CHARLOTTE MANDICH

STATE OF MONTANA)
) ss.
County of Sanders)

This instrument was acknowledged before me this 12 day of August, 1997 by Clifford H. Stephens as President of Paradise Valley, Inc., a Montana corporation, and Robert A. Mandich and Charlotte Mandich.



Darcy K. Holland
Notary Public, State of Montana
Residing at: Plains
My Comm. Expires: 6-1-00

226804

STATE OF MONTANA, COUNTY OF SANDERS
Recorded this 21 Day of August, 1997, 10:35
O'Clock, A.M. in Book 21265
Tollie Wellington County Clerk
For 12 By Roni A. [Signature] Deputy

PARADISE VALLEY, INC. DISTRICT AND RECORD

INDEXED
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DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION

Water Resources Division -- Kalispell Regional Office

STEVE BULLOCK, GOVERNOR



STATE OF MONTANA

PHONE: (406) 752-2288
FAX: (406) 752-2843

655 TIMBERWOLF PARKWAY, SUITE 4
KALISPELL, MT 59901

October 2, 2017

Katherine F Maudrone, CFM
Sanders County Floodplain Administrator
P.O. Box 519
Thompson Falls, MT 59873



Re: Floodplain Application for French

Dear Katherine:

I have reviewed the referenced floodplain application and am providing the following comments:

FDP-16-21. The project is located within the Zone AE floodplain of the Flathead River in the NW ¼ NW ¼ Section 3, Township 18 North, Range 25 West. The project is located within the flood fringe therefore no-rise certification is "not" necessary. The project site is located on cross section B of the Flathead River (Firm Panel 30089C1906D). From Table 7 of the Sanders County FIS, the BFE at cross section B is 2492.3 feet NAVD 88. The Applicant proposes fill to an elevation of 2492.4'.

The sewer plan approved by DEQ is for a hotel, convenience store, bathrooms, mechanical rooms and RV Park. Fill placed at an elevation of 2492.4', raising the ground surface 0.1' above the BFE is sufficient to provide a buffer distance from the regulated floodplain boundary. The proposed location of a motel, convenience store, bathrooms and hotel mechanical room are not shown. A LOMR-F does not remove the elevation requirements of construction in a Zone AE flood fringe area.

There is a mechanical room that appears to be for the PWS located near the wells within the current Zone AE floodplain. The fill will either need to be elevated or the mechanical room made flood proof per 10.2 of the Sanders County Floodplain Regulations (2012)

You may want to condition the permit in a way that prohibits any construction of residential or commercial buildings in the mapped Zone AE floodplain without a floodplain development permit. The county may also want to include this requirement in the community acknowledgement that is required with the LOMR-F.

Clark Fork Title

1037 W Main St, STE 103
Thompson Falls, MT 59873
(406) 827-4381
(406) 827-1013 FAX
info@clarkforktitle.com

INVOICE**Billed To:**

MARK FRENCH
8682 Hwy 200 East
Plains, MT 59859
ATTN:

Invoice Date: November 27th, 2023**Our File Number:** CFT23607**Your Reference Number:** N/A**Physical Address:**

11 WILD ROSE LANE & 2150 MT HIGHWAY 135
PLAINS MT 59859
SANDERS

Brief Legal:

Parcels A & B COS 1507, Sanders County, MT

RE:

French Owner & Encumbrance Report

DESCRIPTION	AMOUNT
Owner and Encumbrance Report	150.00
PAID CASH 11-17-2023	-150.00

Invoice Total Amount Due \$ 0.00

ORIGINAL DELIVERED TO LAND SERVICES

Copies:

Mark & Kathleen French Email: esa_french@yahoo.com

*Thank-You For Your Business!!!*

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIDELITY NATIONAL TITLE**NOTICE**

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I-Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by FIDELITY NATIONAL TITLE. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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(CFT23607.PFD/CFT23607/9)

- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements;
 - f. Schedule B, Part II-Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

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- e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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(CFT23607.PFD/CFT23607/9)

FIDELITY NATIONAL TITLE

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Clark Fork Title
Issuing Office: PO Box 9, Thompson Falls, MT 59873
Issuing Office's ALTA® Registry ID: 6340
Loan ID No.: N/A
Commitment No.: CFT23607
Issuing Office File No.: CFT23607
Property Address: 11 WILD ROSE LANE & 2150 MT HIGHWAY 135, PLAINS, MT 59859

SCHEDULE A

1. Commitment Date: November 22, 2023 at 05:00 PM
2. Policy to be issued:
 - a. TITLE STATUS REPORT ONLY (07/01/2021)
Proposed Insured: SANDERS COUNTY
Proposed Amount of Insurance: \$ 0.00
The estate or interest to be insured: FEE SIMPLE.
3. The estate or interest in the Land at the Commitment Date is: FEE SIMPLE.
4. The Title is, at the Commitment Date, vested in: MARK FRENCH and KATHLEEN FRENCH, as joint tenants.
5. The Land is described as follows:

A parcel of land in the NW¼NW¼ of Section 3, Township 18 North, Range 25 West, P.M.M., Sanders County, Montana, further described as Parcel A on Certificate of Survey No. 1507, on file in the office of the Clerk and Recorder of Sanders County, Montana.

AND

A parcel of land in the NW¼NW¼ of Section 3, Township 18 North, Range 25 West, P.M.M., Sanders County, Montana, further described as Parcel B on Certificate of Survey No. 1507, on file in the office of the Clerk and Recorder of Sanders County, Montana. EXCEPTING THEREFROM that portion heretofore conveyed by Bargain and Sale Deed recorded at Micro No. 20025, Reception No. 225240, Sanders County records.

Clark Fork Title

By: Kelly DuBack
Kelly DuBack, Title Examiner

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FIDELITY NATIONAL TITLE

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Completed Indemnity and Affidavit as to Debts, Liens, and Possessions, signed and notarized by Seller(s) or Borrower(s), and returned to Clark Fork Title.
6. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete survey of the land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water; (d) any right, title or interest in any sand, gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including but not limited to oil, gas, coal and other hydrocarbons, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

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SCHEDULE B
(Continued)

7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
8. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the public and the County of Sanders, to use and occupy those certain roads and trails.
9. If this parcel is under 160 acres, it could be subject to review by the County for sanitary restrictions. The Sanders County Sanitarian may be contacted for further information.
10. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
11. Mineral rights, claims or title to minerals in or under said land, including but not limited to metals, oil, gas, coal, or other hydrocarbons, sand, gravel or stone, and easement or other rights or matter relating thereto, whether expressed or implied, recorded or unrecorded.
12. General County taxes for the 2nd ½ 2023 are a lien not yet due.
13. Any portion within the rights of way of Public or County Roads.
14. Certificates of Survey No. 1507 and 588, filed in the office of the Sanders County Clerk and Recorder, and any matters disclosed thereby.
15. County Road Easement, purposes and rights incidental thereto, filed for record as County Road Easement No. 652, Sanders County records.
16. Highway Right-of-Way Easement, purposes and rights incidental thereto, by instrument recorded May 4, 1931 at Volume 31 of Deeds, Page 603, Sanders County records.
17. Any reservations contained in Bargain and Sale Deed, purposes and rights incidental thereto, by instrument recorded January 11, 1967 at Volume 81 of Deeds, Page 125, Sanders County records.
18. Any reservations contained in Bargain and Sale Deed, purposes and rights incidental thereto, by instrument recorded October 30, 1967 at Volume 82 of Deeds, Page 157, Sanders County records.
19. Any reservations contained in Bargain and Sale Deed, purposes and rights incidental thereto, by instrument recorded October 30, 1967 at Volume 82 of Deeds, Page 159, Sanders County records.
20. Any matters relating to easement rights as disclosed by instrument recorded January 14, 1983 at Volume 100 of Deeds, Page 837, Sanders County records.
21. Overhead Electric Right-of-Way Easement, purposes and rights incidental thereto, granted to The Montana Power Company, by instrument dated June 30, 1987, recorded August 10, 1987 at Volume 108 of Deeds, Page 179, Sanders County records.
22. Conveyance of Easement for Right of Way, purposes and rights incidental thereto, granted to Clark Fork Telecommunications, Inc., by instrument dated July 28, 1994, recorded September 2, 1994 at Micro No. 11684, Reception No. 214804, Sanders County records.

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SCHEDULE B

(Continued)

23. Certificate of Subdivision Plat Approval issued by the State of Montana Department of Environmental Quality, filed for record August 16, 1995 at Miscellaneous No. 4088, Reception No. 218610, Sanders County records.
24. Water Line Easement and Shared Well Agreement, purposes and rights incidental thereto, granted to Tom Collins and Terry Collins aka Thomas J. Collins and Teresa L. Collins, by instrument dated July 26, 1995, recorded August 17, 1995 at Micro No. 14760, Reception No. 218633, Sanders County records.
25. Road Maintenance Agreement, recorded December 18, 1996 at Micro No. 19241, Reception No. 224256, Sanders County records.
26. Provisions, conditions, reservations and covenants, purposes and rights incidental thereto, granted by instrument dated November 19, 1996, recorded April 2, 1997 at Micro No. 20025, Reception No. 225240, Sanders County records.
27. Water Line Easement and Shared Well Agreement, purposes and rights incidental thereto, granted to Robert A. Mandich and Charlotte Mandich, by instrument dated August 1, 1997, recorded August 21, 1997 at Micro No. 21265, Reception No. 226804, Sanders County records.
28. Certificate of Subdivision Plat Approval issued by the State of Montana Department of Environmental Quality, filed for record January 10, 2006 at Miscellaneous No. 5614, Reception No. 264140, Sanders County records.
29. Resolution No. 2018-01, A Resolution for Annexation to the Plains-Paradise Fire District, purposes and rights incidental thereto, dated February 6, 2018, filed for record February 6, 2018 at Miscellaneous No. 7323, Reception No. 308843, Sanders County records.
30. Unrecorded Water System Use Agreement and Notice of Entry of Judgment, as disclosed by Cause No. DV-19-87, in the Twentieth Judicial District Court, Sanders County, Montana.
31. NOTE: For information only, Sanders County Land Services has assigned the following address to the property herein described as : 11 Wild Rose Lane and 2150 Montana Highway 135, Plains, MT 59859.
32. NOTE: For tax information, please see the copy of the 2023 Tax Statement No. 14208 and 14358 attached.
33. NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
34. This commitment does not include a search for U.C.C.'s, personal property taxes, and/or Bankruptcy, and liability therefore is expressly excluded herein.

NOTE "A": The land described in this Commitment may be serviced by services provided by cities, public utility companies and other firms providing municipal type services which do not constitute liens upon the land and for which no notice of the existence of such service charges are in evidence in the public records. The applicant should directly contact all entities providing such services and make the necessary arrangements to insure payments for such services and continuation of services to the land.

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(CFT23607.PFD/CFT23607/10)

2023 REAL Property Tax Statement

Sanders County Treasurer
Lisa Wadsworth, Treasurer

10/23/23

Po Box 519

Thompson Falls, MT 59873

Tax Payer	Property Description
FRENCH MARK & KATHLEEN 8682 HIGHWAY 200 EAST PLAINS MT 59859	Twn/Rng/Sect 18 /25 /3 PAR A, COS 1507 IN NWNW, PLAT A, 5.05 ACRES

Tax Payer 14358
School District 1-8M PLAINS/PARAD
Taxable Value 2,660
Geo Code 2747-03-2-01-50-0000

Tax Description	1st Half	2nd Half	Total Tax	Voted *	% of Tax	Tax Amount	Mill Levy
LAND	170.05	170.05	340.10	STATE SCHOOL LEVY	15.89 %	\$207.21	77.900
BLDS & IMPROVEMENTS	371.02	371.02	742.04	School District Distribution			
SOLID WASTE	80.00	80.00	160.00	H. S. GENERAL	16.73 %	\$218.20	82.030
STATE FIRE PROTECTION	1.31	1.30	2.61	H. S. TRANSPORTATI	6.84 %	\$89.19	33.530
PLAINS-PARADISE TV	7.50	7.50	15.00	H. S. TUITION	0.32 %	\$4.12	1.550
EASTERN SANDERS SOIL	2.84	2.83	5.67	H. S. ADULT EDUCAT	0.06 %	\$0.74	0.280
PLAINS CITY CO. LIBRARY	19.29	19.28	38.57	* H. S. TECHNOLOGY	0.61 %	\$8.01	3.010
				H. S. BUILDING RES	0.68 %	\$8.81	3.310
1st Half Due (11/30/23)	652.01			TOTAL SCHOOL DISTRICT	25.24 %	\$329.07	123.710
2nd Half Due (05/31/24)		651.98		STATE LEVY - UNIVER	1.22 %	\$15.96	6.000
Total Bill			1,303.99	COUNTYWIDE EDUCATIO	6.39 %	\$83.31	31.320
YOU MAY PAY TAXES ONLINE http://co.sanders.mt.us There is a 2.6% convenience fee to pay by debit or credit card Questions on your bill: TREASURERS'S OFFICE 406-827-6924 * in front of the levy means this levy was voted in.				Total School	48.74 %	\$635.55	238.930
Receipt Validation for 1st Half:		652.01		County			
Penalty:				GENERAL FUND	5.85 %	\$76.28	28.670
Interest:				ROAD FUND	4.07 %	\$53.09	19.960
Total:				BRIDGE FUND	0.00 %	\$0.00	
Receipt Validation for 2nd Half:		651.98		WEED CONTROL	0.76 %	\$9.97	3.750
Penalty:				COUNTY FAIR	0.56 %	\$7.31	2.750
Interest:				AIRPORT FUND	0.00 %	\$0.00	
Total:				* LIBRARY FUND	0.31 %	\$3.99	1.500
				* COUNTY AMBULANCE	1.22 %	\$15.96	6.000
				* SENIOR CITIZENS - L	1.33 %	\$17.40	6.540
				PUBLIC SAFETY (LAW	12.65 %	\$164.92	62.000
				SRS PERMISSIVE LEVY	0.16 %	\$2.15	0.810
				PERMISSIVE MEDICAL	2.36 %	\$30.80	11.580
				* SEARCH & RESCUE	0.10 %	\$1.33	0.500
				OFFICE OF EMERGENCY	0.09 %	\$1.20	0.450
				Total County	29.46 %	\$384.40	144.510
				Other State			
				FOREST FIRE PROTECT	0.20 %	\$2.61	
				Total Other Stat	0.20 %	\$2.61	0.000
				Other			
				LIBRARY FUND - PLAI	2.96 %	\$38.57	14.500
				EASTERN SANDERS CON	0.43 %	\$5.67	2.130
				PARADISE CEMETERY D	0.94 %	\$12.29	4.620
				PLAINS RURAL FIRE	3.83 %	\$49.90	18.760
				Total Other	8.16 %	\$106.43	40.010
				Fees			
				SOLID WASTE	12.27 %	\$160.00	
				PLAINS/PARA TV	1.15 %	\$15.00	
				Total Fees	13.42 %	\$175.00	0.000
				Total Bill	100.00 %	\$1,303.99	423.450

Total if both halves paid: 1,303.99



Name FRENCH MARK & KATHLEEN
8682 HIGHWAY 200 EAST
14358

Due 652.01 11/30/23

Return this stub with payment to:
Sanders County Treasurer
Lisa Wadsworth, Treasurer
Po Box 519
Thompson Falls, MT 59873

PAID

Total if both halves paid: 1,303.99



Name FRENCH MARK & KATHLEEN
8682 HIGHWAY 200 EAST
14358

Due 651.98 05/31/24

Return this stub with payment to:
Sanders County Treasurer
Lisa Wadsworth, Treasurer
Po Box 519
Thompson Falls, MT 59873

Due

2023 REAL Property Tax Statement

Sanders County Treasurer

Lisa Wadsworth, Treasurer

10/23/23

Po Box 519

Thompson Falls, MT 59873

Tax Payer	Property Description
FRENCH MARK & KATHLEEN	Twn/Rng/Sect 18 /25 /3
8682 MT HIGHWAY 200	PAR B, COS 1507 (LESS HWY RW)
PLAINS MT 59859-9431	IN NWNW, PLAT P, 7.08 ACRES

Tax Payer 14208
 School District 1-8M PLAINS/PARAD
 Taxable Value 906
 Geo Code 2747-03-2-01-40-0000

Tax Description	1st Half	2nd Half	Total Tax	Voted *	% of Tax	Tax Amount	Mill Levy
LAND	184.29	184.29	368.58	STATE SCHOOL LEVY	18.23 %	\$70.58	77.900
STATE FIRE PROTECTION	1.83	1.83	3.66	School District Distribution			
EASTERN SANDERS SOIL	0.97	0.96	1.93	H. S. GENERAL	19.21 %	\$74.32	82.030
PLAINS CITY CO. LIBRARY	6.57	6.57	13.14	H. S. TRANSPORTATI	7.84 %	\$30.38	33.530
				H. S. TUITION	0.36 %	\$1.40	1.550
1st Half Due (11/30/23)	193.66			H. S. ADULT EDUCAT	0.06 %	\$0.25	0.280
2nd Half Due (05/31/24)		193.65		* H. S. TECHNOLOGY	0.70 %	\$2.73	3.010
Total Bill			387.31	H. S. BUILDING RES	0.77 %	\$3.00	3.310
YOU MAY PAY TAXES ONLINE http://co.sanders.mt.us				TOTAL SCHOOL DISTRICT	28.94 %	\$112.08	123.710
There is a 2.6% convenience fee to pay by debit or credit card				STATE LEVY - UNIVER	1.40 %	\$5.44	6.000
Questions on your bill: TREASURERS'S OFFICE 406-827-6924				COUNTYWIDE EDUCATIO	7.34 %	\$28.38	31.320
* in front of the levy means this levy was voted in.				Total School	55.91 %	\$216.48	238.930
Receipt Validation for 1st Half:		193.66		County			
Penalty:				GENERAL FUND	6.70 %	\$25.96	28.670
Interest:				ROAD FUND	4.67 %	\$18.08	19.960
Total:				BRIDGE FUND	0.00 %	\$0.00	
Receipt Validation for 2nd Half:		193.65		WEED CONTROL	0.88 %	\$3.40	3.750
Penalty:				COUNTY FAIR	0.64 %	\$2.49	2.750
Interest:				AIRPORT FUND	0.00 %	\$0.00	
Total:				* LIBRARY FUND	0.35 %	\$1.36	1.500
				* COUNTY AMBULANCE	1.40 %	\$5.44	6.000
				* SENIOR CITIZENS - L	1.53 %	\$5.93	6.540
				PUBLIC SAFETY (LAW	14.50 %	\$56.17	62.000
				SRS PERMISSIVE LEVY	0.19 %	\$0.73	0.810
				PERMISSIVE MEDICAL	2.71 %	\$10.49	11.580
				* SEARCH & RESCUE	0.12 %	\$0.45	0.500
				OFFICE OF EMERGENCY	0.11 %	\$0.41	0.450
				Total County	33.80 %	\$130.91	144.510
				Other State			
				FOREST FIRE PROTECT	0.94 %	\$3.66	
				Total Other Stat	0.94 %	\$3.66	0.000
				Other			
				LIBRARY FUND - PLAI	3.39 %	\$13.14	14.500
				EASTERN SANDERS CON	0.50 %	\$1.93	2.130
				PARADISE CEMETERY D	1.08 %	\$4.19	4.620
				PLAINS RURAL FIRE	4.39 %	\$17.00	18.760
				Total Other	9.36 %	\$36.26	40.010
				Total Bill	100.00 %	\$387.31	423.450

Total if both halves paid: 387.31



Name FRENCH MARK & KATHLEEN
 8682 MT HIGHWAY 200
 14208

Due 193.66 11/30/23

Return this stub with payment to:
 Sanders County Treasurer
 Lisa Wadsworth, Treasurer
 Po Box 519
 Thompson Falls, MT 59873

PAID

Total if both halves paid: 387.31



Name FRENCH MARK & KATHLEEN
 8682 MT HIGHWAY 200
 14208

Due 193.65 05/31/24

Return this stub with payment to:
 Sanders County Treasurer
 Lisa Wadsworth, Treasurer
 Po Box 519
 Thompson Falls, MT 59873

Due

MINOR SUBDIVISION PLAT

SECTION 3, T8N, R25W, P.M.M.

PURPOSE OF SURVEY
TO CREATE 2 PARCELS OUT OF PRESENT PARCEL WITH NO REMAINDER.

LEGAL DESCRIPTIONS

PARCEL "A"
A PARCEL OF LAND IN GOV'T LOT 4, OF SECTION 3, T8N, R25W, P.M.M. DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST 1/4 CORNER OF SECTION 3, THENCE NORTH, ALONG THE WEST BOUNDARY OF SECTION 3, 1333.24' TO THE POINT OF BEGINNING; THENCE NORTH, ALONG SAID WEST BOUNDARY, 488.03'; THENCE N 28° 05' 40" E, ALONG THE SOUTHERLY RIM OF MONTANA HIGHWAY 135, 63.72'; THENCE SOUTH 47° 0', THENCE S 61° 32' E, 76.26'; THENCE SOUTH, 146.17'; THENCE S 89° 08' 04" W, 653.74' TO THE POINT OF BEGINNING, AND CONTAINING 5.005 ACRES.

PARCEL "B"
A PARCEL OF LAND IN GOV'T LOTS 3 AND 4, OF SECTION 3, T8N, R25W, P.M.M. DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST 1/4 CORNER OF SECTION 3, THENCE NORTH, ALONG THE WEST BOUNDARY OF SECTION 3, 1333.24'; THENCE N 28° 05' 40" E, 63.72' TO THE POINT OF BEGINNING; THENCE N 62° 43' 11" W, ALONG THE SOUTHERLY BOUNDARY OF MONTANA HIGHWAY 200, 1354.25'; THENCE S 28° 13' 43" W, ALONG THE SOUTHERLY RIM OF MONTANA HIGHWAY 135, 136.45'; THENCE SOUTH 47° 00', THENCE S 61° 32' E, 76.26'; THENCE SOUTH, 146.17' TO THE POINT OF BEGINNING AND CONTAINING 6.402 ACRES.
SAID PARCEL IS SUBJECT TO THE 2' WATER LINE AND WELL EASEMENTS AS SHOWN ON THIS CERTIFICATE OF SURVEY.

This plat is provided solely for the purpose of assisting in locating the land and the company assumes no liability for variations, if any, with actual survey.
CLARK FORK TITLE

GOV'T LOT 4

GOV'T LOT 3

CERTIFICATE OF PLAT APPROVAL

THE BOARD OF COUNTY COMMISSIONERS CERTIFIES THAT IT HAS REVIEWED THIS CERTIFICATE OF SURVEY PLAT AND REVISED IT FOR THE CRITERIA OF A MINOR SUBDIVISION AND HAVING FOUND IT CONFORMS TO LAW ACCEPTS IT.

ATTEST: *[Signature]*
CLERK AND RECORDER

STAGERS CO.
30-409

CERTIFICATE OF COUNTY TREASURER
I HEREBY CERTIFY, PURSUANT TO 76-3-611(1)(b), MCA, THAT NO PROPERTY TAXES ASSESSED AND LEVIED ON THE ABOVE DESCRIBED LAND, DATED THIS 12th DAY OF August 1995.

[Signature]
County Treasurer

21809

CERTIFICATE OF CLERK & RECORDER

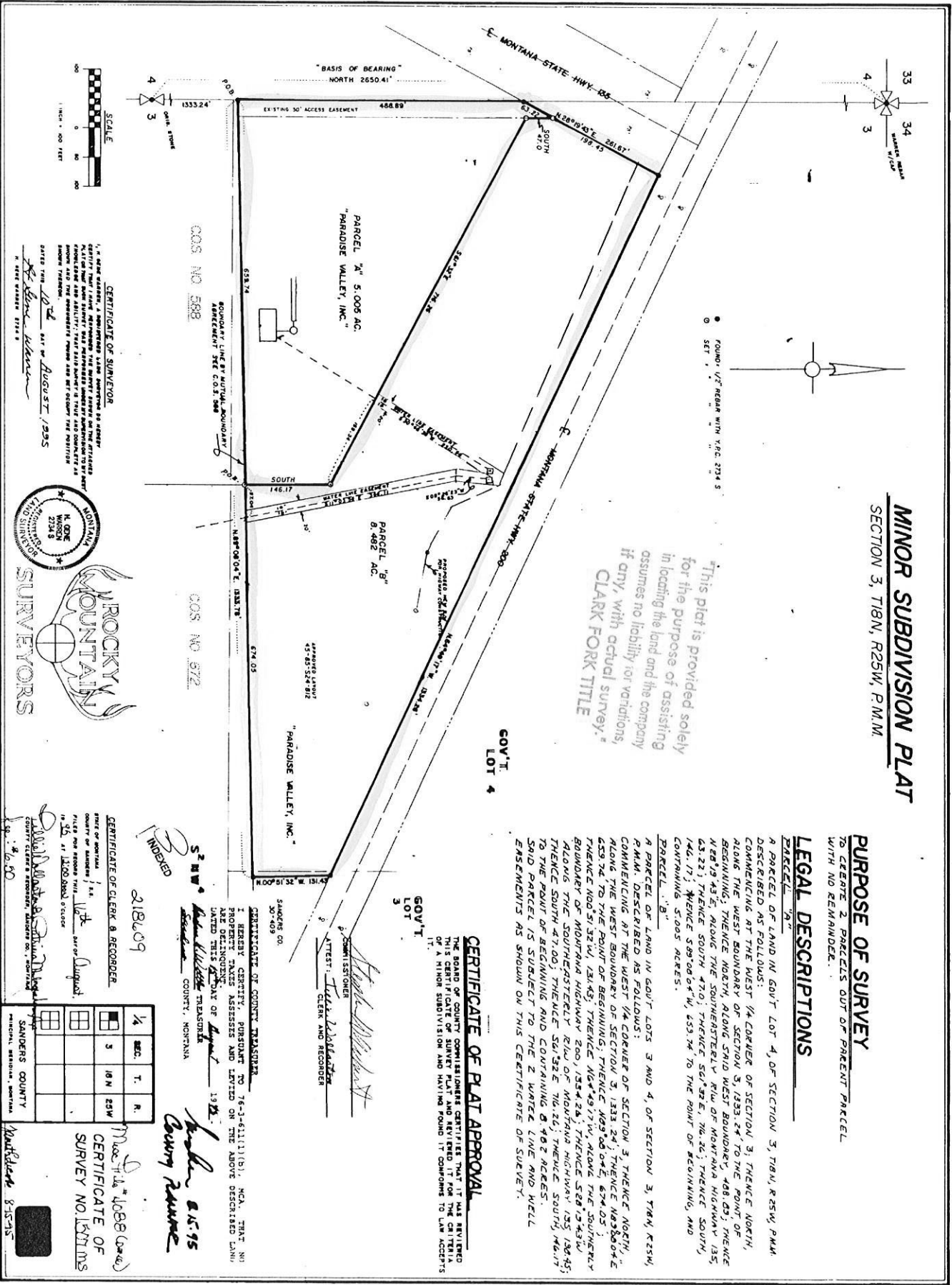
FILED FOR RECORD
1995 AUG 12 10:00 AM
SANDERS COUNTY, MONTANA

1/4	SEC.	T.	R.
	3	18 N	25 W

CERTIFICATE OF SURVEY
NO. 1571 MS
DATE: 10-12-95
BY: *[Signature]*
SANDERS COUNTY, MONTANA



CERTIFICATE OF SURVEYOR
I, *[Signature]*, a duly licensed and sworn surveyor, have surveyed the above described land and have prepared this certificate of survey in accordance with the provisions of the Montana Surveying Act, MCA, 76-3-101, et seq. and the rules and regulations of the Montana Board of Surveyors. I have also caused the survey to be recorded in the public records of Sanders County, Montana, and have caused this certificate to be recorded in the public records of Sanders County, Montana.





PRIVATE SUBDIVISION ROAD REGISTER

ROAD NAME: (Limited to 12 characters including spaces. Not including the abbreviation, Rd, Ln, Dr, etc.)

1st Choice McGillivray Lane

2nd Choice _____

3rd Choice _____

4th Choice _____

Road Location: Township 18 N Range 25 W Section(s) 03

Subdivision Name: McMillan Post RV COS # 1507

Legal Description: Cos 1507, Sec 03, T18N, R25W, Parcel B

Submitted by: Kathleen C. French
(name)
8682 Hwy 200, Plains, MT 59859
(address)
406.250.5918
(phone number/Email)

Signatures of property owners:

Date: Nov 20, 2023

Kathleen French

M. M. Th...

For official use only

Name accepted: McGillivray Ln.

Road number: _____

Location check: Township _____ N Range _____ W Section(s) _____

Subdivision Name: _____ COS # _____

Description: RV Park Intersection 135/200

Computer entry: Plains



PRIVATE SUBDIVISION ROAD REGISTER

ROAD NAME: (Limited to 12 characters including spaces. Not including the abbreviation, Rd, Ln, Dr, etc.)

1st Choice Kootenai Lane

2nd Choice _____

3rd Choice _____

4th Choice _____

Road Location: Township 18 N Range 25 W Section(s) 03

Subdivision Name: M'Millan Post RV COS # 1507

Legal Description: COS 1507, SEC 03, T18N, R25W

Submitted by: Kathleen C. French
(name)

8682 Hwy 200, Plains 59859
(address)

406-260-5918
(phone number/Email)

Signatures of property owners:

Date: Nov 20, 2023

[Signature]

[Signature]

For official use only

Name accepted: Kootenai Ln

Road number: _____

Location check: Township 18 N Range 25 W Section(s) 3

Subdivision Name: _____ COS # _____

Description: RV Park Intersection 1351200

Computer entry: Plains



PRIVATE SUBDIVISION ROAD REGISTER

ROAD NAME: (Limited to 12 characters including spaces. Not including the abbreviation, Rd, Ln, Dr, etc.)

1st Choice Missouri Lane

2nd Choice _____

3rd Choice _____

4th Choice _____

Road Location: Township 18 N Range 25 W Section(s) 03

Subdivision Name: McMillan Pkwy RV COS # 1507

Legal Description: COS 1507, T18N, R25W, SEC 03

Submitted by: Kathleen C. French
(name)
8602 Hwy 200, Plains 59859
(address)
406-260-5918
(phone number/Email)

Signatures of property owners:

Date: 11-20-2023

Kathleen C. French

[Signature]

For official use only

Name accepted: Missouri Lane

Road number: _____

Location check: Township 18 N Range 25 W Section(s) 3

Subdivision Name: _____ COS # _____

Description: RV Park intersection 135/200

Computer entry: Plains



PRIVATE SUBDIVISION ROAD REGISTER

ROAD NAME: (Limited to 12 characters including spaces. Not including the abbreviation, Rd, Ln, Dr, etc.)

1st Choice Gallatin Lane

2nd Choice _____

3rd Choice _____

4th Choice _____

Road Location: Township 18 N Range 25 W Section(s) 03

Subdivision Name: McMillan Post RV COS # 1507

Legal Description: ^{US} 1507, sec 03, T18N, R25W Parcel B / Parcel A

Submitted by: Kathleen C. French
(name)

0682 Hwy 200, Plains, 591859
(address)

406-260-5918
(phone number/Email)

Signatures of property owners:

Date: Nov 20, 2023

[Signature]

[Signature]

For official use only

Name accepted: Gallatin Ln

Road number: _____

Location check: Township _____ N Range _____ W Section(s) _____

Subdivision Name: _____ COS # _____

Description: @ RV Park intersection 135/200

Computer entry: Plains



Brian Schweitzer, Governor

109 Cooperative Way • Suite 105 • Kalispell, MT 59901-2389 • (406) 755-8985 • FAX (406) 755-8977

September 26, 2005

Nathan Lucke, PE
Landworks Consulting and Design
PO Box 7908
Missoula, MT 59807

RE: French Re-designation
Sanders County
E.Q. #05-2644

Dear Mr. Lucke:

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.

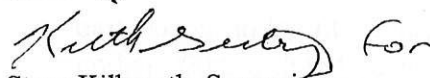
Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080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

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 wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-126, MCA and the Montana Administrative Procedures Act.

If you have any questions, please contact this office.

Sincerely,

 For
Steve Kilbreath, Supervisor
Subdivision Section
Public Water and Subdivision Bureau
Permitting and Compliance Division
Department of Environmental Quality

SK/KG

cc: County Sanitarian
County Planning Board

THAT construction will be completed within three years of this date. If more than three years pass before construction is completed, it shall be necessary to resubmit the plans and specifications when construction is anticipated. This three-year expiration period does not extend any compliance schedule requirements pursuant to enforcement action against a public water/sewage system.

THAT within 90 days after construction is completed upon a public water system, wastewater system, or storm drainage system, or upon an extension of or addition to such a system, the professional engineer shall certify to the Department that the construction, alteration or extension was completed in accordance with the plans and specifications approved by the Department, and,

THAT project certification shall be accompanied by a complete set of "as-built" drawings bearing the signature and seal of the professional engineer, and,

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

THAT the storm water drainage structures will consist of two (2) detention ponds with a minimum combined capacity of 2,700 cubic feet located in the location(s) shown on the lot layout, and,

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

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



Brian Schweitzer, Governor

109 Cooperative Way • Suite 105 • Kalispell, MT 59901-2389 • (406) 755-8985 • FAX (406) 755-8977

Jason S. Rice, P.E.
Landworks Consulting & Design, Inc.
P.O. Box 7908
Missoula, MT 59807

August 18, 2005

RE: French Public Water System; EQ# 05-2644.

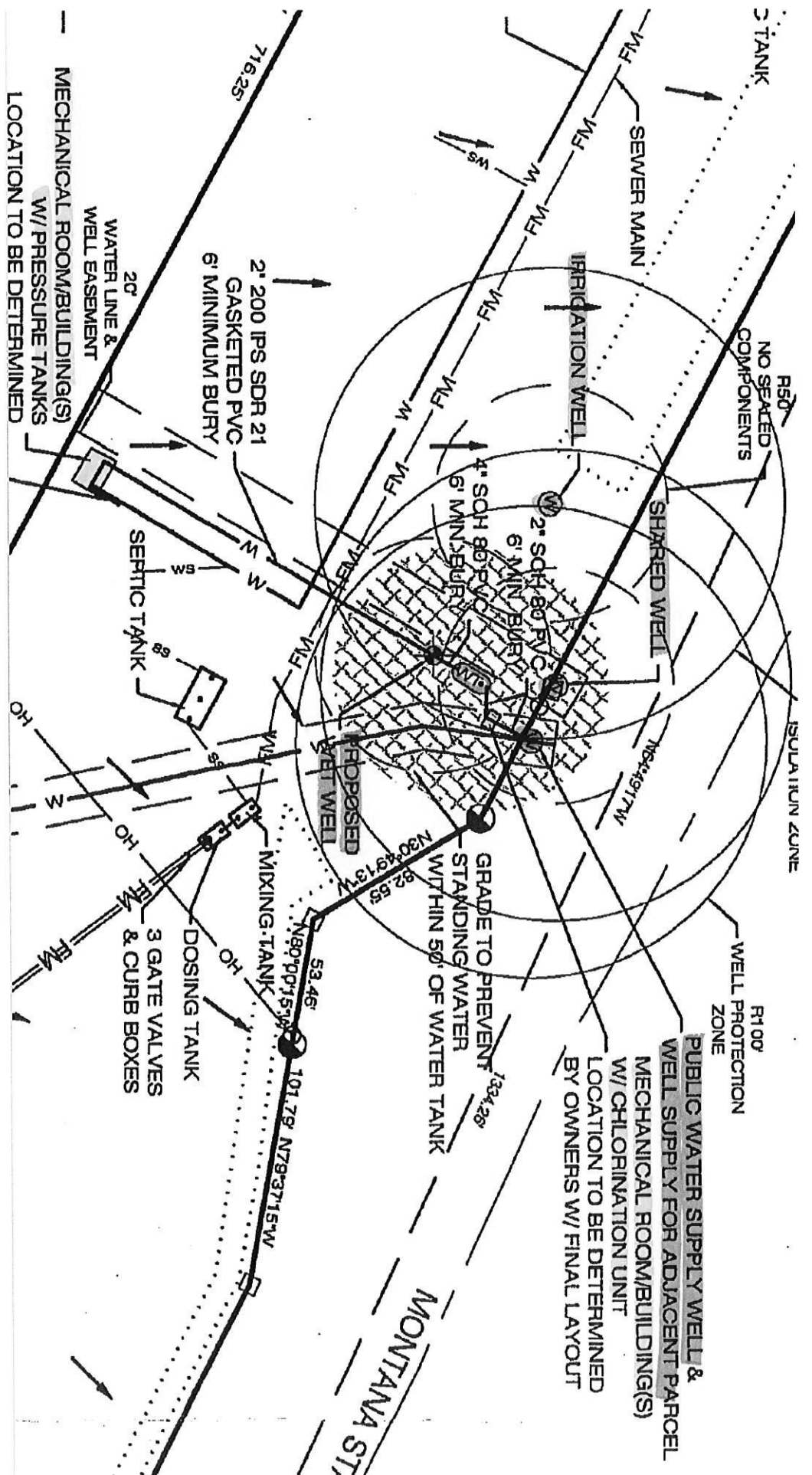
Dear Mr. Rice:

The Engineering Design Report, and plans and specifications for the above-referenced water system have been reviewed by personnel of the Public Water Supply Section and were found to be satisfactory. Approval of these plans and specifications is hereby given. One set of the design report, and plans and specifications bearing the approval stamp of the Department of Environmental Quality is enclosed. This project consists of one well with submersible pump, mechanical room with chlorination equipment, storage tank, wet well with pump, pump house with pressure control assembly, and 2 inch 200 psi SDR 21 PVC water main.

Approval is based on plans and specifications received July 15, 2005 under the seal of Jason S. Rice, P.E.# 13470PE.

Approval is also given with the understanding that any deviation from the approved plans and specifications will be submitted to the Department for reappraisal and approval. Within 90 days after the project has been completed the project engineer shall certify to the Department that the project was inspected and found to be installed in accordance with the plans and specifications approved by the Department. This certification shall be accompanied by a completed O&M manual and a set of "as-built" record drawings signed by the project engineer.

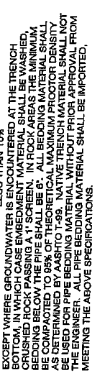
It is further understood that construction will be completed within three years of this date. If more than three years elapse before construction is complete, it shall be necessary to resubmit the plans and specifications before construction may continue. This three-year expiration period does not extend any compliance schedule requirements pursuant to enforcement action against a public water/sewage system.



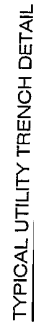
— MECHANICAL ROOM/BUILDING(S)
 W/ PRESSURE TANKS
 LOCATION TO BE DETERMINED

PUBLIC WATER SUPPLY WELL &
 WELL SUPPLY FOR ADJACENT PARCEL
 MECHANICAL ROOM/BUILDING(S)
 W/ CHLORINATION UNIT
 LOCATION TO BE DETERMINED
 BY OWNERS W/ FINAL LAYOUT

MONTANA ST.



NO SCALE

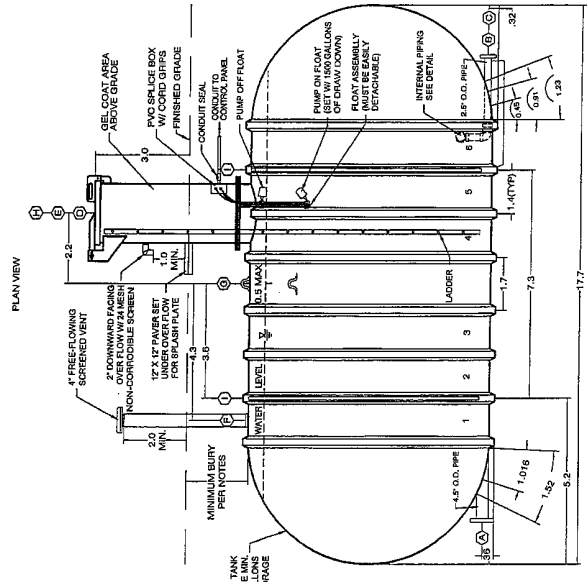
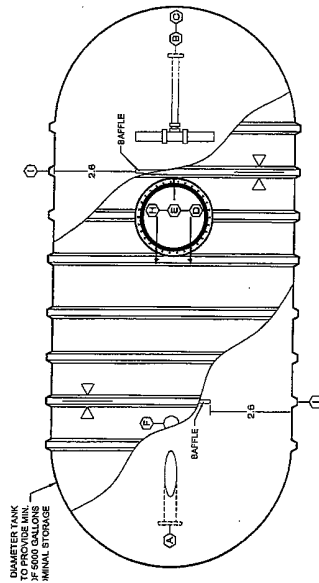


Reviewer W 08/18/06

ALCOHOL

APR 5 2005
JASON S.
RICE
DE
APR 22 2005
PROFESSIONAL ENGINEER

h: (406) 542-1115
fax: (406) 542-8252

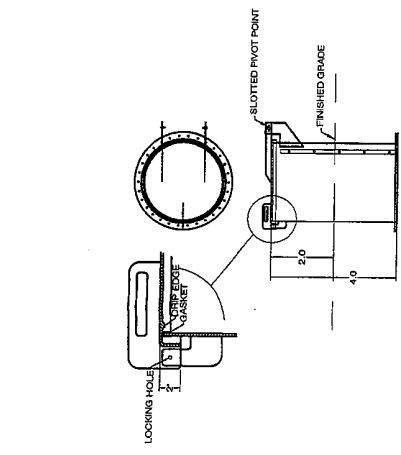


TANK DETAIL

NO SCALE

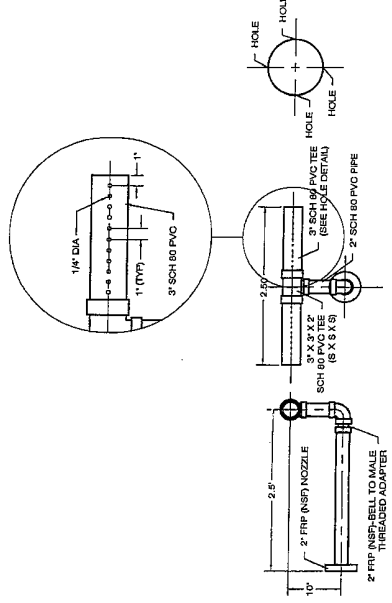
KEYED COMPONENTS TO DETAIL	
①	4" DIA (NSF) FLANGED & GUSSETED TANGENTIAL NOZZLE WITH BOTTOM SUPPORT
②	2" DIA (NSF) FLANGED & GUSSETED TANGENTIAL NOZZLE WITH BOTTOM SUPPORT
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㊽	2" DIA (NSF) FLANGED & GUSSETED TANGENTIAL NOZZLE WITH BOTTOM SUPPORT
㊾	2" DIA (NSF) FLANGED & GUSSETED TANGENTIAL NOZZLE WITH BOTTOM SUPPORT
㊿	2" DIA (NSF) FLANGED & GUSSETED TANGENTIAL NOZZLE WITH BOTTOM SUPPORT

andworks
Consulting & Design, Inc.
* Civil Engineering * Land Consulting
Ph (508) 742-4115
Fax (508) 742-4552
PO Box 7504
Merriden, CT 06460



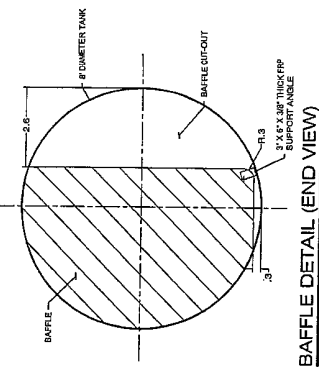
LOCKING RISER DETAIL

NO SCALE



INTERNAL PIPING DETAIL

NO SCALE



BAFFLE DETAIL (END VIEW)

NO SCALE

TANK NOTES

1. TANK SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS INCLUDING BUT NOT LIMITED TO BEDDING, BACKFILL, COMPACTION, AND MINIMUM BURY IN NON-TRAFFIC AND TRAFFIC BEARING AREAS.
2. TANK SHALL BE MANUFACTURED WITH MATERIALS THAT CONFORM TO THE REQUIREMENTS OF NSF STANDARD 61 RESIN LINER-DRAINING WATER SYSTEM COMPONENTS HEALTH EFFECTS.
3. TANK MUST INCLUDE A LABEL STATING NSF APPROVED.
4. THE TANK SHALL INCLUDE TWO BAFFLES AS SHOWN ON THE PLAN. THE BAFFLES SHALL PROVIDE AT LEAST 2.2' OF CLEAR SPACE FOR ACCESS TO ALL OF THE TANK.
5. THE ACCESS RISER SHALL INCLUDE A 12" NSF LADDER MOUNTED TO THE TANK FOR ACCESS INTO THE TANK.
6. SEE SHEET 3 FOR INFORMATION ON FLOAT SWITCHES AND CONTROL PANEL.

APPROVED
Montana Department of
Environmental Quality
Permitting and Compliance Division

Reviewed: 03/19/05
Date: 03/19/05

REVISIONS	DATE	DESCRIPTION
1	03/19/05	ISSUED FOR PERMITTING
2	03/19/05	ISSUED FOR PERMITTING
3	03/19/05	ISSUED FOR PERMITTING
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99	03/19/05	ISSUED FOR PERMITTING
100	03/19/05	ISSUED FOR PERMITTING

LOCATION	SECTION 03, T18N, R25W, PPM SANDERS COUNTY, MONTANA
PROJECT NO.	04-1093
DATE	03/19/05
DESIGNED BY	KATHLEEN FRENCH
CHECKED BY	KATHLEEN FRENCH
DATE	03/19/05
SCALE	XX
SHEET	4

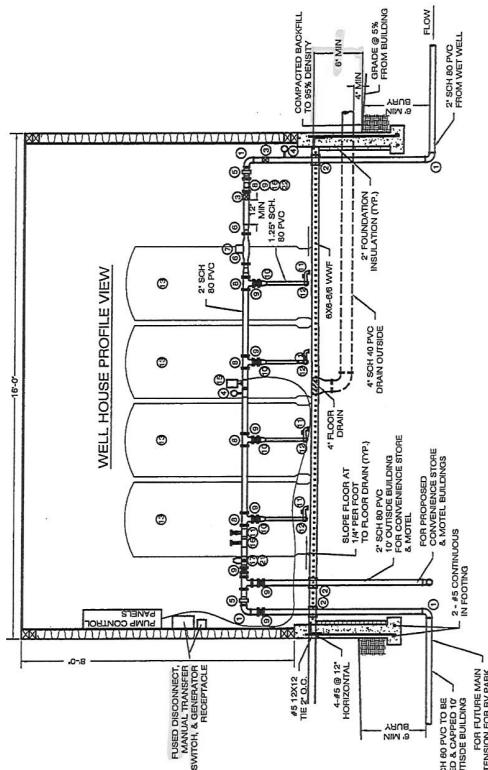
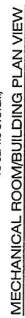
- (1) 2" SCH 80 PVC 90° ELBOW
- (2) 4" SCH. 40 PVC ELBOW
- (3) 2" CHECK VALVE
- (4) PRESSURE GAGE (0-120 PSI (MM)) W/2" FACE
- (5) 2" SCH 80 PVC UNION
- (6) 2" TO 1.5" SCH 80 PVC REDUCER
- (7) 1.5" WATER METER WITH LID AND LOW FLOW INDICATOR
- (8) 2" SCH 80 PVC TEE
- (9) 2" GATE VALVE
- (10) 2" TO 1.25" SCH 60 PVC REDUCER
- (11) 3/4" HOSE BIB
- (12) 1.25" SCH 60 PVC UNION
- (13) SIGNATURE 2000 FIREWORK SR119
FIREWORKS COMPANY
119 GALLONS (SEE NOTE #1)
- (14) PRESSURE SWITCH
(OUT N = 50 PSI, CUT OUT = 70 PSI)
SMOOTH-NOSED SAMPLING TAP
- (15) CAMPBELL V ADJUSTABLE PRESSURE RELIEF VALVE MODEL NO. PR100A (OR EQUAL). SET TO RELEASE AT 75 PSI.
- (16) 2" SCH 80 PVC 90° ELBOW FACING DOWNWARDS. THERE MUST BE 19" OF SEPARATION BETWEEN THE BEND AND THE GROUND SURFACE.
- (17) 2" SCH 80 PVC 90° DEG. ELBOW FACING UPWARDS. THERE MUST BE 19" OF SEPARATION BETWEEN THE BEND AND THE GROUND SURFACE.

MECHANICAL ROOM/BUILDING(S) CONSTRUCTION NOTES

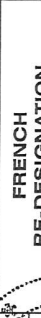
[illegible]

1. PRESSURE TANKS MUST MEET APPLICABLE ASME CODE REQUIREMENTS. PRESSURE TANKS FOR WHICH THE ASME CODE DOES NOT APPLY (I.E. THOSE WITH NOMINAL WATER CONTAINING CAPACITY OF 120 GALLONS OR LESS) MUST MEET ASME CODE REQUIREMENTS OR MUST SATISFACTORILY PASS A HYDROSTATIC TEST TO DETERMINE THE MAXIMUM ALLOWABLE WORKING PRESSURE OF THE TANK. THE MAXIMUM ALLOWABLE WORKING PRESSURE MUST BE CLEARLY MARKED ON EACH TANK.
2. PRESSURE TANKS SHALL CONTAIN A MANUAL OR AUTOMATIC AIR BLOW-OFF AND A VALVE FOR ADDING

1. CONTRACTOR TO SUPPLY WATER METERS FOR EACH WATER SERVICE TO THE BUILDINGS. WATER METER SHALL BE "MULTI-TAP" MASTER METER AND SHALL BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS. METERS ARE TO BE LOCATED IN AN EASILY ACCESSIBLE LOCATION AS DIRECTED BY THE OWNERS ON THEIR REPRESENTATIVE. THE HOTEL, WATER SERVICE, KITCHEN WATER SERVICE, AND BATHROOM WATER SERVICE SHALL ALL BE METERED SEPARATELY AT THE DISCRETION OF THE OWNERS.



(NO SCALE)

DATE	REVISIONS		FRENCH RE-DESIGNATION PUBLIC WATER SYSTEM MECHANICAL ROOM/BUIDING(S) DETAILS DATE LOCATED: 12/15/04 PROJECT: PROCESSION UNIT - FRENCH/MEGA	LEGAL DESCRIPTION: SECTION 03, T18N, R25W, P1M SANDERS COUNTY, MONTANA PREPARED FOR: KATHLEEN FRENCH	JANUSARY PROJECT NO 04-1093 SHEET 5 OF 5
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Landworks
Consulting & Design, Inc.

★ Civil Engineering ★ Land Consulting

Ph. (406) 542-1115
Fax (406) 542-2222

PO Box 7208
Missoula, MT 59807

FLOODPLAIN DELINEATION FOR:
PARCEL 'B' COS 1500MS

KATHLEEN FRENCH
LOCATION IN A PORTION OF THE NW1/4 OF SECTION 3, TOWNSHIP 18 NORTH,
RANGE 25 WEST, P.M.M., SANDERS COUNTY, MONTANA
PREPARED BY: K. KINZIE
DATE: 11/19/2019

ALL ELEVATIONS BASED ON OPUS SOLUTION No. 82392461 WITH AN ELEVATION OF:
2496.983 (NAVD88)

100 YEAR FLOOD EL: 2492.3' PER FIRM 30078C1750D.

LOWEST ELEVATION BEING REMOVED FROM THE 100 YEAR FLOODPLAIN EL: 2492.4'

LEGAL DESCRIPTION

AREA 'A'

A METES & BOUNDS DESCRIPTION OF A PORTION OF PARCEL 'B' OF COS 1507MS, ON FILE & OF RECORD AT THE SANDERS COUNTY COURTHOUSE, TO BE REMOVED FROM THE 100 YEAR FLOODPLAIN, LOCATED IN A PORTION OF GOV'T LOT 4 IN SECTION 3, TOWNSHIP 18 NORTH, RANGE 25 WEST, P.M.M., SANDERS COUNTY, MONTANA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 'B' OF COS 1507MS, SAID POINT BEING THE POINT OF BEGINNING; THENCE S88°45'36"E, 655.38'; THENCE N33°59'42"W, 126.65' TO A POINT WHICH LIES ON THE SOUTH RIGHT-OF-WAY BOUNDARY OF MONTANA HIGHWAY 200; THENCE ALONG SAID SOUTH HIGHWAY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES: N59°16'40"W, 401.26'; N71°52'48"W, 102.97'; N73°12'29"W, 51.81'; N17°52'48"W, 91.87'; N57°59'30"W, 152.75'; THENCE LEAVING SAID SOUTH HIGHWAY RIGHT-OF-WAY S35°50'01"W, 248.42'; THENCE S57°26'43"E, 263.58'; THENCE S04°04'55"W, 146.18' TO THE POINT OF BEGINNING.

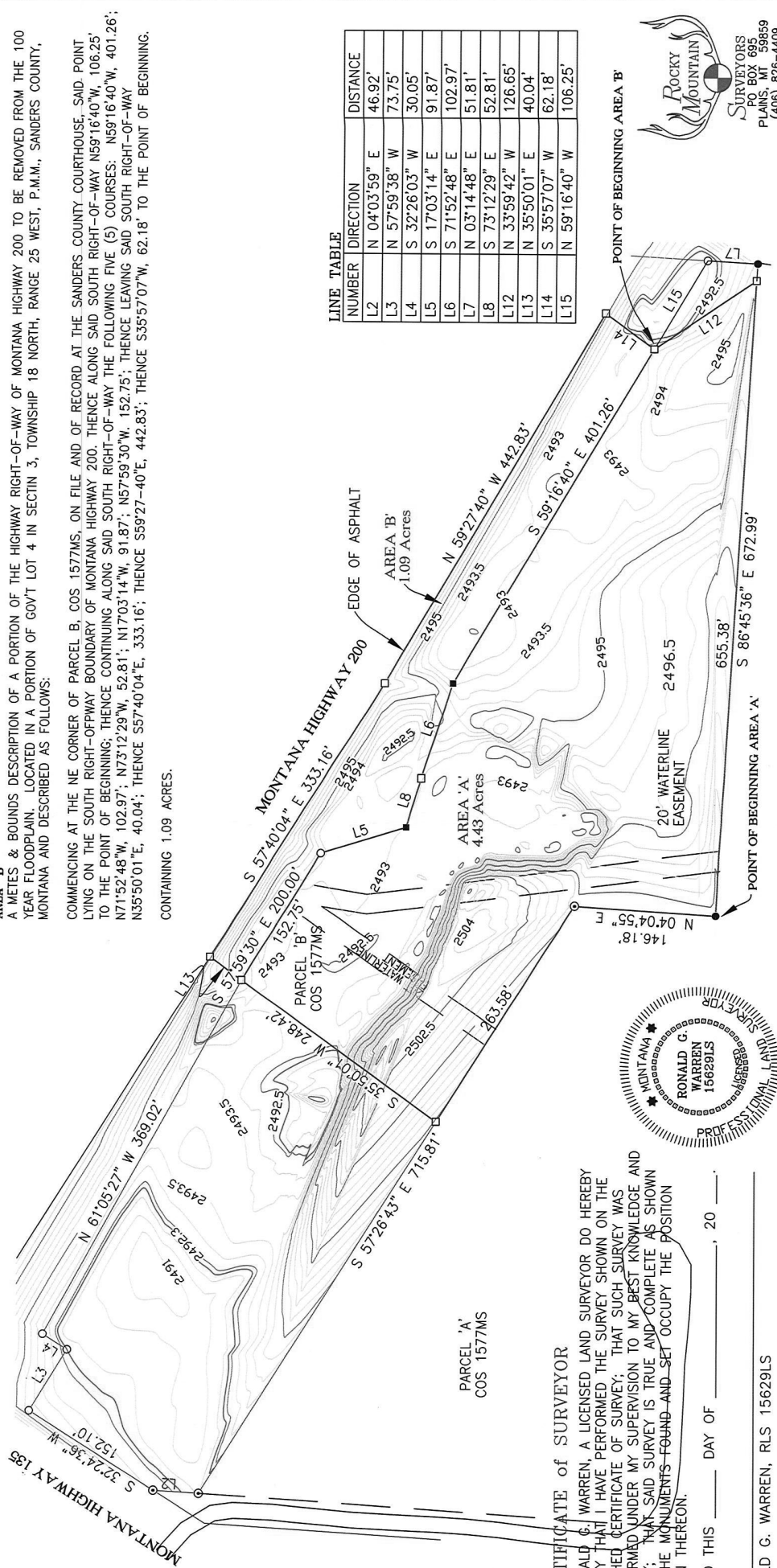
CONTAINING 4.51 ACRES.

AREA 'B'

A METES & BOUNDS DESCRIPTION OF A PORTION OF THE HIGHWAY RIGHT-OF-WAY OF MONTANA HIGHWAY 200 TO BE REMOVED FROM THE 100 YEAR FLOODPLAIN, LOCATED IN A PORTION OF GOV'T LOT 4 IN SECTIN 3, TOWNSHIP 18 NORTH, RANGE 25 WEST, P.M.M., SANDERS COUNTY, MONTANA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF PARCEL B, COS 1577MS, ON FILE AND OF RECORD AT THE SANDERS COUNTY COURTHOUSE, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY BOUNDARY OF MONTANA HIGHWAY 200. THENCE ALONG SAID SOUTH RIGHT-OF-WAY N59°16'40"W, 106.25' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES: N59°16'40"W, 401.26'; N71°52'48"W, 102.97'; N73°12'29"W, 52.81'; N17°03'14"W, 91.87'; N57°59'30"W, 152.75'; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY N35°50'01"E, 40.04'; THENCE S57°40'04"E, 333.16'; THENCE S59°27'40"E, 442.83'; THENCE S35°57'07"W, 62.18' TO THE POINT OF BEGINNING.

CONTAINING 1.09 ACRES.

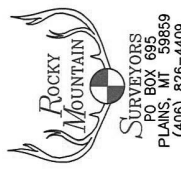
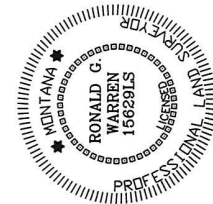


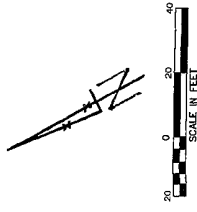
CERTIFICATE OF SURVEYOR

I, RONALD G. WARREN, A LICENSED LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN ON THE ATTACHED CERTIFICATE OF SURVEY; THAT SUCH SURVEY WAS PERFORMED UNDER MY SUPERVISION TO MY BEST KNOWLEDGE AND ABILITY; THAT SAID SURVEY IS TRUE AND COMPLETE AS SHOWN AND THE MONUMENTS FOUND AND SET OCCUPY THE POSITION SHOWN THEREON.

DATED THIS _____ DAY OF _____, 20____.

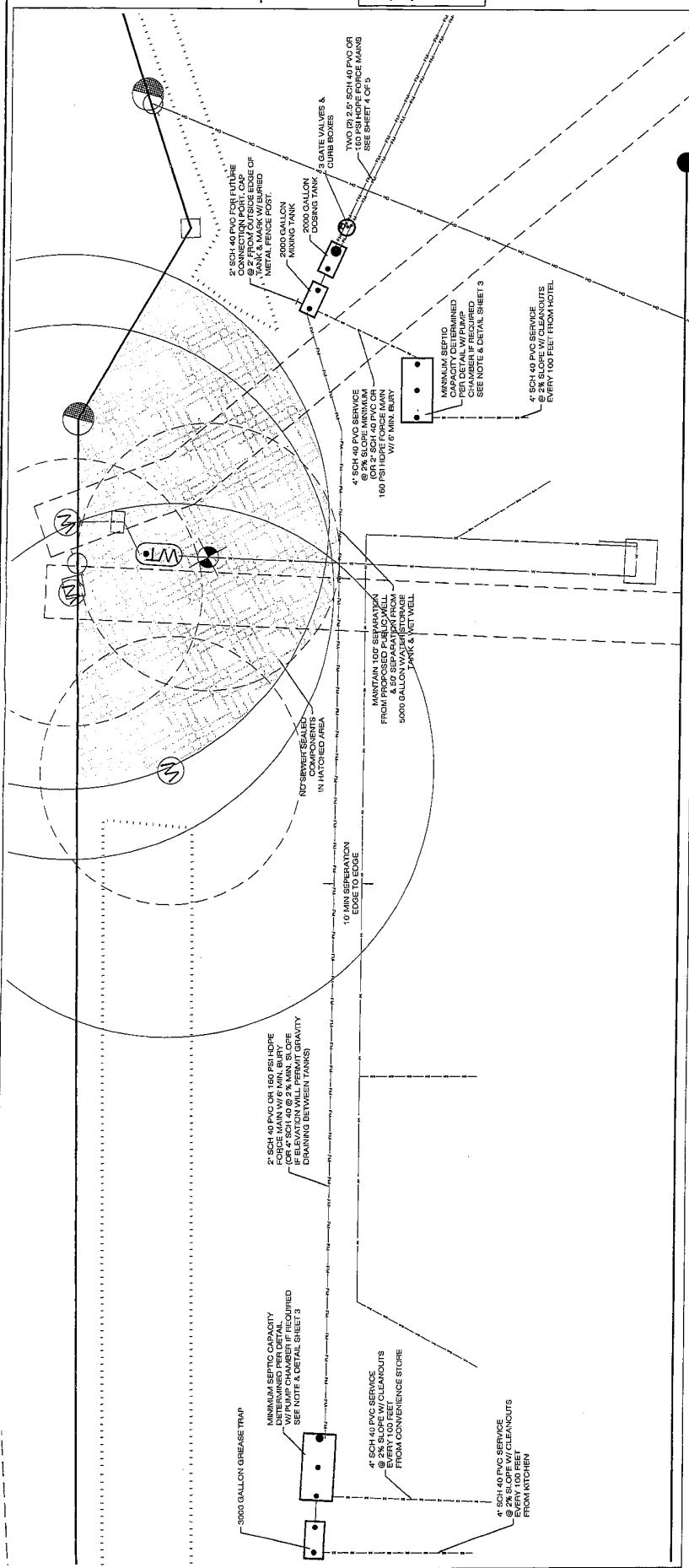
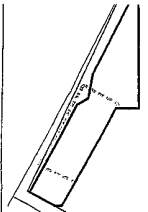
RONALD G. WARREN, RLS 15629LS





CALL UTILITY NOTIFICATION
CENTER OF MONTANA
1-800-424-5551
CALL FOR THE LOCATION OF
UNDERGROUND UTILITIES
4 BUSINESS DAYS BEFORE
YOU DIG, GRADE, OR EXCAVATE

SHEET VICINITY MAP



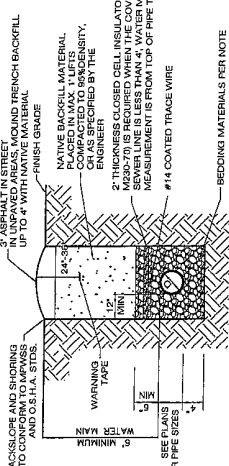
BEDDING NOTES:

BEDDING MATERIALS SHALL BE PLACED IN A THICKNESS EQUAL TO 1/4" PIPE O.D. BELOW THE PIPE (4" MIN) TO 5" ABOVE THE PIPE. BEDDING MATERIAL SHALL BE 5% CRUSHED GRAVEL OR EQUIVALENT UNWASHED GRAVEL, SAND OR CRUSHED SAND STONE GRAVEL AS FOLLOWS:

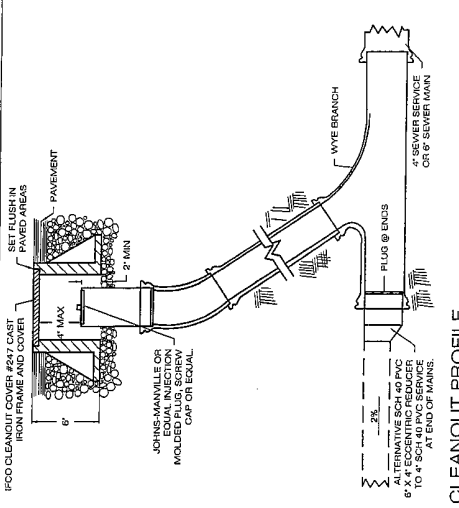
PERCENT PASSING	NO. 10	NO. 20	NO. 40	NO. 60	NO. 100
100%	100%	100%	100%	100%	100%

EXCEPT WHERE GROUNDWATER IS ENCOUNTERED AT THE TRENCH BOTTOM, IN WHICH CASE BEDDING MATERIAL SHALL BE WASHED, BEDDING BELOW THE PIPE SHALL BE 6". ALL BEDDING MATERIAL SHALL BE PLACED IN A THICKNESS OF 1/4" PIPE O.D. MINIMUM. BEDDING SHALL BE DETERMINED BY ASST. TO S.W. IN ALL TRENCHES. BEDDING MATERIAL SHALL BE USED FOR PIPE BEDDING MATERIAL. ALL PIPE BEDDING MATERIAL SHALL BE PLACED IN A THICKNESS OF 1/4" PIPE O.D. MINIMUM. BEDDING MATERIAL SHALL NOT BE ALLOWED.

SURFACE REPLACEMENT AS SPECIFIED**
3" ASPHALT IN STREET
TO 4" WITH NATIVE MATERIAL
FINISH GRADE



TYPICAL UTILITY TRENCH DETAIL



CLEANOUT PROFILE

DATE	REVISIONS	DESCRIPTION
MARCH 31, 2004	1	AS NOTED

FRENCH RE-DESIGNATION
HOTEL, CONVENIENCE STORE, KITCHEN, & MIXING/DOSING TANK
JASONS
March 31, 2004
1448-05
FRENCH

SECTION 03, T18N, R25W, PPM
SANDERS COUNTY
KATHLEEN FRENCH
04-1093
XX
2 of 2

andworks
Consulting & Design, Inc.
4 C&D Engineering 4 Land Consulting
PO Box 7204
Missoula, MT 59807
Ph: (406) 242-1113
Fax: (406) 242-0251

