



NOTICE OF PUBLIC MEETING

The Lewis and Clark County Commissioners Public Meeting will be held on Thursday, March 20, 2025, at 9:00 AM in Commission Chambers, Room 330.

It is the policy of the Board of County Commissioners to render a decision at a later date after they have had ample time to consider all oral and written public testimony. The BoCC may render a final decision on the same date if substantial new information is not received. Public comment must be limited to matters under the jurisdiction of the Commission.

1. **Pledge of Allegiance**
2. **Consent Action Items**

- a. Public Meeting Minutes for February 20, 25, 27; March 4, 6, 2025. (Brandi Spangler)
- b. Resolution 2025-19 to Authorize the County Attorney to Employ Special Counsel to Assist in Prosecution of ADC-2023-181. (Nicho Hash)

3. **Bid Award. Generator Replacement. (Audra Zacherl)**

The Commissioners will consider awarding the bid.

4. **Interlocal Agreement Between Lewis and Clark County and the City of Helena. (Sherryl Martin)**

The Commissioners will consider the Byrne Justice Assistant Grant (JAG) interlocal agreement with the City of Helena in the amount of \$11,574. These funds will be used by the Sheriff's Office for costs associated with the Missouri River Drug Task Force Deputy position. The agreement begins upon signature by both parties through September 30, 2027.

5. **Amended Subdivision Application for the Buffalo Hills Estates Amended Subdivision - Phase II, SUBD2025-006 (Applicant: Lori Shultz)(Planner: Phil Gonzalez)**

The Commissioners will consider the application for preliminary approval of the Buffalo Hills Estate Amended Subdivision - Phase II, to amend County Covenants.

6. **Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.**
7. **Adjourn**

Lewis and Clark County is committed to providing access to persons with disabilities for its meetings, in compliance with Title II of the Americans with Disabilities Act and the Montana Human Rights Act. The County will not exclude persons with disabilities from participation at its meetings or otherwise deny them County's services, programs, or activities. Persons with disabilities requiring accommodations to participate in the County's meetings, services, programs, or activities should contact Keni Grose, as soon as possible to allow sufficient time to arrange for the requested accommodation, at any of the following:

- (406)-447-8316
- kgrose@lccountymt.gov
- TTY Relay Service 1-800-253-4091 or 711
- 316 N Park, Room 303



ATTACHMENTS:

Description	Type
<input type="checkbox"/> 2-20-25 Meeting Minutes	Attachment
<input type="checkbox"/> 2-25-25 Meeting Minutes	Attachment
<input type="checkbox"/> 2-27-25 Meeting Minutes	Attachment
<input type="checkbox"/> 3-4-25 Meeting Minutes	Attachment
<input type="checkbox"/> 3-6-25 Meeting Minutes	Attachment



PUBLIC MEETING

February 20, 2025
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Thursday, February 20, 2025, at 9:00 AM in Commission Chambers, Room 330.

Roll Call

Chair Candace Payne called the meeting to order at 9 a.m.

Commissioners Tom Rolfe and Andy Hunthausen were present. Others attending all or a portion of the meeting included Roger Baltz, Nicho Hash, Keegan Shea, Greg McNally, Kevin Horne, Dustin Noel, Angie Hubbard, Timothy Myles, Elaine Myles, TJ Graveley, and Brandi Spangler, Recording Secretary.

Pledge of Allegiance

Everyone recited the pledge.

Consent Action Items

There were no consent action items.

Resolution 2025-13 To Transfer Property Between Certain Governmental Entities. (Kevin Horne)

[1:58] Kevin Horne, Road and Bridge Operations Manager, presented the resolution to transfer property between governmental entities for two snowplows for a market value of \$50,000 to Broadwater County. Legal notice was published in the Helena Independent Record and no public comment was received. Staff recommends approval of the resolution.

[5:05] TJ Graveley, Broadwater County Public Works Manager, looks forward to working with Lewis and Clark County and urges the Commission to approve.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

**Final Plat Application for the Amended Plat of Myles Minor Subdivision, SUBD2024-021.
(Applicant: Timothy and Elaine Myles) (Planner: Rachel Ward)**

[10:20] Angie Hubbard, Planner II, presented an amended final plat application for the Myles Minor Subdivision. All 14 conditions of the preliminary approval for the amendment have been met. Staff recommends approval of the final plat application.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Hunthausen. The motion Passed on a 3-0 vote.

Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.

Adjourn

There being no further business, the meeting adjourned at 9:18 am.

Meeting minutes approved on _____

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Candace Payne, Chair

Tom Rolfe, Vice Chair

Andy Hunthausen, Member

ATTEST:

Amy Reeves, Clerk of the Board



PUBLIC MEETING

February 25, 2025
MINUTES

This meeting has been cancelled.

Meeting minutes approved on _____

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Candace Payne, Chair

Tom Rolfe, Vice Chair

Andy Hunthausen, Member

ATTEST:

Amy Reeves, Clerk of the Board



PUBLIC MEETING

February 27, 2025
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Thursday, February 27, 2025, at 9:00 AM in Commission Chambers, Room 330.

Roll Call

Chair Candace Payne called the meeting to order at 9 a.m.

Commissioners Tom Rolfe and Andy Hunthausen were present. Others attending all or a portion of the meeting included Roger Baltz, Keegan Shea, Nicho Hash, Casey Hayes, Audra Zacherl, Christian Lehnert, Pam Attardo, Christal Ness, Jessica Makus, Beth Norberg, Connie Griffith, Marni Bentley, Eric Spangenberg, Jim Thomas, John Keller, and Brandi Spangler, Recording Secretary.

Pledge of Allegiance

Everyone recited the pledge.

Consent Action Items

- a. Vendor Claims Report for Week Ending February 28, 2025. (Marni Bentley)
- b. Public Meeting Minutes for February 4, 6, 11, 13, 2025. (Brandi Spangler)
- c. Yearly Fuel Tax Certification of Roadway Mileage. (Eric Spangenberg)

[2:28] Roger Baltz, Chief Administrative Officer, reported on consent action items 2a-c and recommended approval.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Hunthausen. The motion Passed on a 3-0 vote.

Bid Opening, Rimini Water Distribution Services. (Casey Hayes)

[5:16] Casey Hayes, Purchasing Officer, introduced Beth Norberg to address the Commission about the project.

[5:50] Beth Norberg gave an overview of the project and what the project encompasses. She listed contaminants in the water and explained the water exchange for the residents.

[9:36] Casey Hayes, Purchasing Officer, opened bids for the Rimini Water Distribution Services. There was one bid received from Big Spring Water of Bozeman, Montana in the amount of \$25,935. Staff

recommends taking the bid under advisement and coming back to the Commission with a recommendation on March 6, 2025.

No public comment was received.

Commissioner Hunthausen made a motion for staff to take the bid under advisement and come back to the Commission with a recommendation on March 6, 2025. Commissioner Rolfe seconded the motion. The motion Passed on a 3-0 vote.

Bid Opening. Highway 435 Crack, Chip, Paint. (Audra Zacherl)

[13:57] Audra Zacherl, Public Works Assistant Director, opened bids for the Highway 435 Crack, Chip, and Paint Project. There were four bids received. The first bid was from Helena Sand and Gravel, Inc. of Helena, Montana in the amount of \$534,420.75. The second bid was from United Materials of Great Falls, Inc. of Great Falls, Montana in the amount of \$638,463.25. The third bid was from Bullock Contracting LLC of Boulder, Montana in the amount of \$549,454.10. The final bid was from Pavement Services, Inc. of Columbia Falls, Montana in the amount of \$589,697.97. Staff recommends taking the bids under advisement and coming back to the Commission with a recommendation on March 13, 2025.

No public comment was received.

Commissioner Hunthausen made a motion for staff to take the bids under advisement and come back to the Commission with a recommendation on March 13, 2025. Commissioner Rolfe seconded the motion. The motion Passed on a 3-0 vote.

Bid Opening. Murray MAU Replacement. (Audra Zacherl)

[20:52] Audra Zacherl, Public Works Assistant Director, opened bids for the Murray Building Makeup Air Unit (MAU) Replacement. There was one bid received from Sleeping Giant Mechanical Inc. of Boulder, Montana in the amount of \$175,976 with an additive alternate for \$14,102. Staff recommends taking the bid under advisement and coming back to the Commission with a recommendation on March 13, 2025.

No public comment was received.

Commissioner Rolfe made a motion for staff to take the bid under advisement and come back to the Commission with a recommendation on March 13, 2025. Commissioner Hunthausen seconded the motion. The motion Passed on a 3-0 vote.

Resolution 2025-14 Organizing the Helena Valley Mosquito District Board.(Christian Lehnert)

[28:37] Christian Lehnert, Noxious Weed and Mosquito Supervisor, presented a resolution organizing the Helena Valley Mosquito District Board. Staff recommends approval of the resolution as presented, reviewed and approved by the Lewis and Clark County Helena Valley Mosquito District Board.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

Approval of Helena Valley Mosquito District Bylaw Update. (Christian Lehnert)

[35:07] Christian Lehnert, Noxious Weed and Mosquito Supervisor, presented updated bylaws for the Helena Valley Mosquito District Board. Staff recommends approval of the resolution as

presented, reviewed and approved by the Lewis and Clark County Helena Valley Mosquito District Board.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Hunthausen. The motion Passed on a 3-0 vote.

Resolution 2025-15 Organizing the Craig-Wolf Creek Mosquito District Board. (Christian Lehnert)

[38:46] Christian Lehnert, Noxious Weed and Mosquito Supervisor, presented a resolution organizing the Craig-Wolf Creek Mosquito District Board. Staff recommends approval of the resolution as presented, reviewed and approved by the Lewis and Clark County Craig-Wolf Creek Mosquito District Board.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

Approval of Craig-Wolf Creek Mosquito District Bylaw Update. (Christian Lehnert)

[43:10] Christian Lehnert, Noxious Weed and Mosquito Supervisor, presented updated bylaws for the Craig-Wolf Creek Mosquito District Board. Staff recommends approval of the resolution as presented, reviewed and approved by the Lewis and Clark County Craig-Wolf Creek Mosquito District Board.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Hunthausen. The motion Passed on a 3-0 vote.

Letter of Intent for Grant Application to the Treacy Foundation for the Unionville Schoolhouse Rehabilitation. (Pam Attardo)

[45:46] Pam Attardo, Historic Preservation Officer, presented a Letter of Intent to submit a grant application to the Treacy Foundation for the Unionville Schoolhouse Rehabilitation Project in the amount of \$40,000. Staff recommends approval of the Letter of Intent.

No public comment was received.

A motion to Approve was made by Commissioner Rolfe and seconded by Commissioner Hunthausen. The motion Passed on a 3-0 vote.

Order an Investigation for the Petition to Abandon Roads in the Rumping Addition to Marysville. (Christal Ness)

[54:10] Christal Ness, Development Services Supervisor, presented a request to order an investigation report into the road abandonment petition for the Rumping Addition to Marysville to abandon non-built roads and dedicate an easement for the existing road. Staff recommends approval of the investigation and to appoint Jenny Chambers, Christal Ness, and one County Commissioner to conduct the investigation.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Rolfe. The motion Passed on a 3-0 vote.

Board Appointment. (Roger Baltz)

[1:02:44] Roger Baltz, Chief Administrative Officer, presented a board appointment to the Information Technology and Services Board and recommended the Commissioners consider the candidate for a term that will expire January 31, 2027. This is a joint appointment, and the City of Helena appointed the applicant for a second term.

No public comment was received.

Commissioner Rolfe made a motion to appoint Gary Myers to the Information Technology and Services Board to a term that will expire January 31, 2027. The motion was seconded by Commissioner Hunthausen. The motion Passed on a 3-0 vote.

Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.

[1:05:14] Jim Thomas, Marsh Creek Road in Canyon Creek, addressed what he states is attacks against another resident, Wendy Adamson, through a letter sent to the County Commissioners by an attorney Everhardt. He listed qualities and duties of Ms. Adamson. He is not speaking with intent of action of the board, he just wanted to provide his thoughts on the letter the Commission received.

[1:15:42] John Keller, Marsh Creek Road in Canyon Creek is wondering if the redress is under the County Commissioners purview. The petition was received by the Commission office and passed on to the County Attorney.

Adjourn

There being no further business, the meeting adjourned at 10:17 am.

Meeting minutes approved on _____

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Candace Payne, Chair

Tom Rolfe, Vice Chair

Andy Hunthausen, Member

ATTEST:

Amy Reeves, Clerk of the Board



PUBLIC MEETING

March 4, 2025
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Tuesday, March 4, 2025, at 9:00 AM in Commission Chambers, Room 330.

Roll Call

Chair Candace Payne called the meeting to order at 9 a.m.

Commissioner Andy Hunthausen was present. Commissioner Rolfe was out of the office. Others attending all or a portion of the meeting included Roger Baltz, Keegan Shea, Nicho Hash, Audra Zacherl, Kevin Horne, Jennifer McBroom, Greg McNally, Drenda Niemann, Laurel Riek, Casey Hayes, Kari DesRosier, Betsy Kirkeby, Ann McCauley, Ron Bartsch, and Brandi Spangler, Recording Secretary.

Pledge of Allegiance

Everyone recited the pledge.

Announcement

a. Staff Recognition. (Drenda Niemann)

[2:05] Drenda Niemann, Public Health Officer, introduced Laurel Riek and listed her successes working for Lewis and Clark County.

Commissioner Payne presented a certificate celebrating the retirement of Laurel Riek.

Consent Action Items

a. Resolution 2025-16 Declaring County Property Surplus Property. (Jen Garber)

[12:40] Roger Baltz, Chief Administrative Officer, reported on consent action item 2a and recommended approval.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 2-0 vote.

Bid Opening. 2025 Paint Striping. (Audra Zacherl)

[14:38] Audra Zacherl, Public Works Assistant Director, presented a bid opening for the 2025 Paint Striping. Two bids were received. The first bid was from Highmark Traffic Services Inc. of Billings, Montana in the amount of \$117,504. The second bid was from Solo Marking LLC of Billings, Montana in the amount of \$125,664. Staff recommends taking the bids under advisement and coming back with a recommendation on March 18, 2025.

No public comment was received.

Commissioner Hunthausen made a motion for staff to take the bids under advisement and come back with a recommendation on March 18, 2025. Commissioner Payne seconded the motion. The motion Passed on a 2-0 vote.

Resolution 2025-17 Setting Seasonal Weight Limits on Specific Roads Under the Jurisdiction of Lewis and Clark County. (Kevin Horne)

[18:43] Kevin Horne, Public Works Operations Manager, presented a resolution setting seasonal weight limits on specific roads under Lewis and Clark County Jurisdiction from March 1 through May 31, annually. Staff recommends approval of the resolution.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 2-0 vote.

Resolution 2025-18 Setting Permanent Weight Limits on Specific Roads Under the Jurisdiction of Lewis and Clark County. (Kevin Horne)

[28:07] Kevin Horne, Public Works Operations Manager, presented a resolution setting permanent weight limits on specific roads under Lewis and Clark County Jurisdiction. Staff recommends approval of the resolution.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 2-0 vote.

Amendment No. 1 to Grant Award Between Lewis and Clark County and the Montana Department of Natural Resources and Conservation. (Jennifer McBroom)

[32:30] Jennifer McBroom, Water Quality Protection District Program Supervisor, presented an amendment to a grant award with the Montana Department of Natural Resources and Conservation to extend the project period for the Grizzly Gulch Placer Mine Reclamation Project to December 31, 2026. Staff recommends approval of the amendment.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 2-0 vote.

Grant Award Between Lewis and Clark County and Montana Department of Environmental Quality. (Jennifer McBroom)

[38:02] Jennifer McBroom, Water Quality Protection District Program Supervisor, presented a grant award from the Montana Department of Environmental Quality Hard Rock Mining Bureau in the amount of \$10,000 for the Grizzly Gulch Placer Mine Reclamation Project. The grant period is upon signature through December 31, 2025. Staff recommends approval of the grant award.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 2-0 vote.

Contract Between Lewis and Clark County and RESPEC Company, LLC. (Jennifer McBroom)

[44:18] Jennifer McBroom, Water Quality Protection District Program Supervisor, presented a contract with RESPEC Company LLC for design and construction management services for the Grizzly Gulch Placer Mine Reclamation Project in the amount of \$20,628. The contract period is from January 1, 2025 through December 31, 2025. Staff recommends approval of the project.

[48:28] Casey Hayes, Purchasing Officer, pointed out a couple typos within the document that needed to be amended. He commended the consultant on this project for their patience going through this process.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 2-0 vote.

Subdivision Improvements Agreement Extension Request for Amended Plat of Lot 4P-A of The First Amendment of Heron Creek Subdivision Phases 1, 2, & 3, otherwise known as the Heron Creek Major Subdivision, Phases 4, 5, and 6. (Applicant: Sussex Development, Inc.) (Planner: Greg McNally)

[53:53] Greg McNally, Community Development and Planning Director, presented a request for an extension of the subdivision improvements agreement for Heron Creek Subdivision for the wastewater treatment improvements until February 8, 2026. Staff recommends the approval of the extension.

[57:33] Ron Bartsch, Sussex Development, explained the waste treatment system, add ons, and the reason for delays.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 2-0 vote.

Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.

Adjourn

There being no further business, the meeting adjourned at 10:12 am.

Meeting minutes approved on _____

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Candace Payne, Chair

Tom Rolfe, Vice Chair

Andy Hunthausen, Member

ATTEST:

Amy Reeves, Clerk of the Board



PUBLIC MEETING

March 6, 2025
MINUTES

The Lewis and Clark County Commissioners Public Meeting was held on Thursday, March 6, 2025, at 9:00 AM in Commission Chambers, Room 330.

Roll Call

Chair Candace Payne called the meeting to order at 9 a.m.

Commissioner Andy Hunthausen was present. Commissioner Rolfe was out of the office. Others attending all or a portion of the meeting included Roger Baltz, Keegan Shea, Jenny Chambers, Casey Hayes, Beth Norberg, Roy Murray, Christian Eichler, and Brandi Spangler, Recording Secretary.

Pledge of Allegiance

Everyone recited the pledge.

Consent Action Items

There were no consent action items.

Bid Opening. Generator Replacement. (Jenny Chambers)

[2:11] Jenny Chambers, Public Works Director, opened bids for the Generator Replacement for the Murray Building. Four bids were received. The first bid was from Central Electric of Billings, Montana in the amount of \$222,650 with additive alternate #1 of \$2,000 and additive alternate #2 of \$5,000. The second bid was from Eagle Electric Inc of Helena, Montana in the amount of \$179,400 with additive alternate #1 of \$2,001 and additive alternate #2 of 4,750. The third bid was from Third Element of Helena, Montana in the amount of \$157,562 plus \$1,250 for a total base bid of \$158,812 with additive alternate #1 of \$1,276 and additive alternate #2 of \$3,968. The fourth and final bid was from Epic Electric of Helena, Montana in the amount of \$189,348 with additive alternate #1 of \$1,822 and additive alternate #2 of \$5,195. Staff recommends taking the bids under advisement and coming back with a recommendation on March 20, 2025.

PUBLIC COMMENT:

[8:02] Roy Murray, Third Element, explained why they put the line item where they did in the bid. Ms. Chambers adds \$1,250 to the base bid for the item line and explained this is why it is important to take bids under advisement to take a close look at each bid.

Commissioner Hunthausen made a motion for staff to take the bids under advisement and come back with a recommendation on March 20, 2025. Commissioner Payne seconded the motion.

The motion Passed on a 2-0 vote.

Bid Award. Rimini Water Distribution Services Invitation for Bids. (Casey Hayes)

[13:00] Casey Hayes, Purchasing Officer, presented a bid award for the Rimini Water Distribution Services to Big Spring Water of Bozeman, Montana in the amount of \$25,935. Staff recommends approval of the bid award.

[16:45] Beth Norberg, Environmental Health, does not know where Big Spring Water gets their water.

No public comment was received.

A motion to Approve was made by Commissioner Hunthausen and seconded by Commissioner Payne. The motion Passed on a 2-0 vote.

Public comment on any public matter within the jurisdiction of the Commission that is not on the agenda above.

Adjourn

There being no further business, the meeting adjourned at 9:19 am.

Meeting minutes approved on _____

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Candace Payne, Chair

Tom Rolfe, Vice Chair

Andy Hunthausen, Member

ATTEST:

Amy Reeves, Clerk of the Board



ATTACHMENTS:

Description

▣ Resolution 2025-19

Type

Resolution

RESOLUTION 2025 - 19

A RESOLUTION TO AUTHORIZE THE COUNTY ATTORNEY TO EMPLOY SPECIAL COUNSEL TO ASSIST IN PROSECUTION OF ADC-2023-181

WHEREAS, the County Attorney requires general prosecutorial assistance in the prosecution of *State of Montana v. Thomas Joseph Brennan*, pending in the Montana First Judicial District Court, Lewis and Clark County; and

WHEREAS, it is desired and deemed appropriate that a special deputy county attorney(s) be appointed to assist in the prosecution of the aforementioned case; and

WHEREAS, Mont. Code Ann. § 44-4-111 authorizes and contemplates the training coordinator for county attorneys and the bureau chief of Prosecution Services Bureau (together with the deputies of said bureau) act as special counsel on request of the county attorney and upon the approval of the board of county commissioners; and

WHEREAS, it is desired and deemed appropriate that Jessica Best and John Nesbitt be appointed as special deputy county attorneys to assist in the prosecution of the aforementioned case; and

WHEREAS, Mont. Code Ann. § 2-15-501(6) authorizes the Attorney General to provide assistance to county attorneys in the discharge of their duties,

NOW, THEREFORE BE IT RESOLVED:

1. That the attorneys assigned to the Prosecution Services Bureau of the Department of Justice are hereby appointed as special deputy county attorneys for Lewis and Clark County for the purpose of assisting in the prosecution of the aforementioned case and that any of said deputies can fulfill the functions set out in Mont. Code Ann. § 44-4-103.
2. That under the terms of this agreement, no fee will be charged for attorney time provided by the Bureau. Assistance in such cases is provided without an hourly fee. Witness fees and expenses, jury costs, and other normal costs associated with trial will be the County's responsibility as with all other prosecutions.

Dated this _____ day of March, 2025.

LEWIS AND CLARK COUNTY
BOARD OF COMMISSIONERS

Candace Payne, Chair

ATTEST:

Amy Reeves, Clerk of the Board



Bid Award. Generator Replacement. (Audra Zacherl)

Presented By:

Summary:

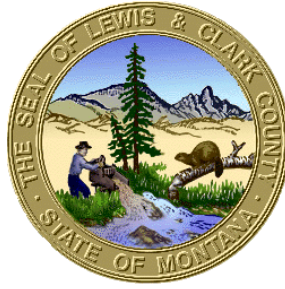
The Commissioners will consider awarding the bid.

Legal Review Required:

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Memo	Staff Report
<input type="checkbox"/>	BOCC Letter of Award	Contract

Audra Zacherl, M.A.F.M., C.P.A.
Assistant Director
(406) 447-8035 Desk
(406) 447-8033 Fax



3402 Cooney Drive
Helena, Montana 59602

azacherl@lccountymt.gov

LEWIS AND CLARK COUNTY

Public Works Department

DATE: March 20, 2025

TO: Board of County Commissioners

FROM: Audra Zacherl, Assistant Director

RE: Bid Award Murray Generator Replacement

On March 6th, four bids were opened for the Murray Generator Replacement Project. The Project generally consists of replacing the generator and automatic transfer switch for the Michael A. Murray Building that operates as a health and medical facility.

Of the four bids received, one was disqualified from consideration because the bidder included detailed exclusions from the base bid that were specifically addressed in Addendum #1 to be included.

Funding for this project is from an American Rescue Plan Act (ARPA) grant and work is anticipated to take place late summer of 2025.

Staff recommends awarding both the Base Bid amount of \$179,400 and the 10-year comprehensive warranty Additive Alternate No. 1 for \$4,750 to Eagle Electric, Inc. for a total contract amount of \$184,150 and authorize the Chair to sign all applicable contract documents.



BOARD OF COUNTY COMMISSIONERS

Andy Hunthausen Candace Payne Tom Rolfe

City County Building 316 North Park Avenue Helena, Montana 59623 Phone 406.447.8304 Fax 406.447.8370

March 20, 2025

Troy Brandt
Eagle Electric, Inc.
PO Box 5324
Helena, MT 59604

RE: Bid Award Murray Generator Replacement

Dear Mr. Brandt:

You are being notified that Eagle Electric, Inc. is the successful bidder for the Murray Generator Replacement Project.

The Contract award is for the Base Bid in the amount of \$179,400.00 and the Additive Alternate #2 in the amount of \$4,750.00 for the Project as shown in the drawings and specifications with a ten year comprehensive warranty for a total sum of \$184,150.

Thank you for participating in our procurement process. We look forward to working with you.

Sincerely,

Candace Payne, Chair
Board of County Commissioners



Interlocal Agreement Between Lewis and Clark County and the City of Helena. (Sherryl Martin)

Presented By:

Summary:

The Commissioners will consider the Byrne Justice Assistant Grant (JAG) interlocal agreement with the City of Helena in the amount of \$11,574. These funds will be used by the Sheriff's Office for costs associated with the Missouri River Drug Task Force Deputy position. The agreement begins upon signature by both parties through September 30, 2027.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Staff Memo	Staff Report
<input type="checkbox"/> Interlocal Agreement	Agreement

Sherryl Martin
Finance Coordinator
(406) 447-8258 Office
(406) 449-8452 Fax



Law & Justice Center, Room 311
406 Fuller Avenue
Helena, Montana 59601
smartin@lccountymt.gov

Lewis and Clark County

Sheriff's Office

MEMO

To: Board of County Commissioners
From: Sherryl Martin
Date: March 20, 2025
RE: 2024 Byrne Justice Assistance Grant (JAG) Program Award

Before you for your consideration is an Interlocal Agreement between the City of Helena and Lewis and Clark County for the 2024 Byrne Justice Assistance Grant (JAG) Program Award.

The Lewis & Clark County Sheriff's Office has two (2) full-time sworn deputies assigned to the Missouri River Drug Task Force (MRDTF). A portion of one of the officer's salary is covered through the Edward Memorial Byrne Grant and the remaining salary costs are covered by the Lewis & Clark County Sheriff's Office.

Outlined below is the Lewis & Clark County Sheriff's Office proposal for JAG funds in the amount of \$11,574.00 for the period of October 1, 2024, through September 30, 2025. JAG funding will cover approximately 14% of the regular salary (not including benefits) for one full-time sworn MRDTF Deputy Sheriff Investigator.

Deputy's Hourly Salary: \$40.50/Hour
Hours: 285.78 Hours
Total Salaries: **\$11,574**

THE STATE OF MONTANA

COUNTY OF LEWIS AND CLARK

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HELENA, MONTANA
AND LEWIS AND CLARK COUNTY, MONTANA**

2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____, by and between **LEWIS AND CLARK COUNTY, MONTANA**, acting by and through its governing body, the Board of County Commissioners ("County"), and the **CITY OF HELENA, MONTANA**, acting by and through its governing body, the Helena City Commission, ("City"), both of Lewis and Clark County, State of Montana:

WHEREAS, this Agreement is made under the authority of §7-11-101, *et. seq.*, MCA: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY **\$11,574** from the JAG award for the Lewis and Clark County MRDTF Byrne Task Force Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of **\$11,574** of the JAG funds.

Section 2.

COUNTY agrees to use **\$11,574** for the Lewis and Clark County MRDTF Byrne Task Force Program until **September 30, 2027**.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY, other than claims for which liability may be imposed by §2-9-101, *et seq.*, MCA.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY, other than claims for which liability may be imposed by the §2-9-101, *et seq.*, MCA.

Section 5.

Each party to this agreement is responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied other, than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF HELENA, MONTANA

By _____
Tim Burton, City Manager

Date _____

ATTEST:

By _____
Dannai Clayborn, City Clerk

Date

APPROVED AS TO FORM:

By _____
Rebecca Dockter, City Attorney

Date

LEWIS & CLARK COUNTY, MONTANA

By _____
Candace Payne, Board Chair

Date

ATTEST:

By _____
Amy Reeves, Clerk of the Board

Date

APPROVED AS TO FORM:

By _____
Kevin Downs, County Attorney

Date

Note: By law, the City and County Attorney Offices may only advise or approve contracts or legal documents on behalf of their clients. It may not advise or approve contracts or legal documents on behalf of other parties. Their review view of this document was conducted solely from the legal perspective of their clients. Their approval of this document was offered solely for the benefit of their clients. Other parties should not rely on this approval and should seek review and approval by their own respective attorneys.



Amended Subdivision Application for the Buffalo Hills Estates Amended Subdivision - Phase II, SUBD2025-006 (Applicant: Lori Shultz)(Planner: Phil Gonzalez)

Presented By:

Summary:

The Commissioners will consider the application for preliminary approval of the Buffalo Hills Estate Amended Subdivision - Phase II, to amend County Covenants.

Legal Review Required:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Staff Report	Attachment



Community Development and Planning
Lewis and Clark County

316 N. Park Ave. Room 230 Helena, MT 59623
Phone: 406-447-8374 Fax: 406-447-8398
e-mail: planning@lccountymt.gov



STAFF REPORT

Date: March 7, 2025

To: Board of County Commissioners

From: Phil Gonzalez, Planner II

RE: Buffalo Hills Estates Amended Subdivision- Phase II, SUBD2025-006

Owner/ Applicant:

Lori Shultz
PO BOX 245
Augusta, MT 59410

County Commission Hearing: March 14, 2025 @ 11:00 A.M., Augusta Community Center

I. EXECUTIVE SUMMARY:

For consideration is the amended Subdivision, to be known as Buffalo Hills Estates Amended Subdivision – Phase II. If approved, existing County Covenant #19 will be removed from the Subdivisions County Covenants, a restriction that prohibits the keeping of livestock and other animals on lots within the Subdivision. Allowing for property owners to have and keep horses on lots within the Subdivision.

II. REQUEST:

The Applicant has requested the following:

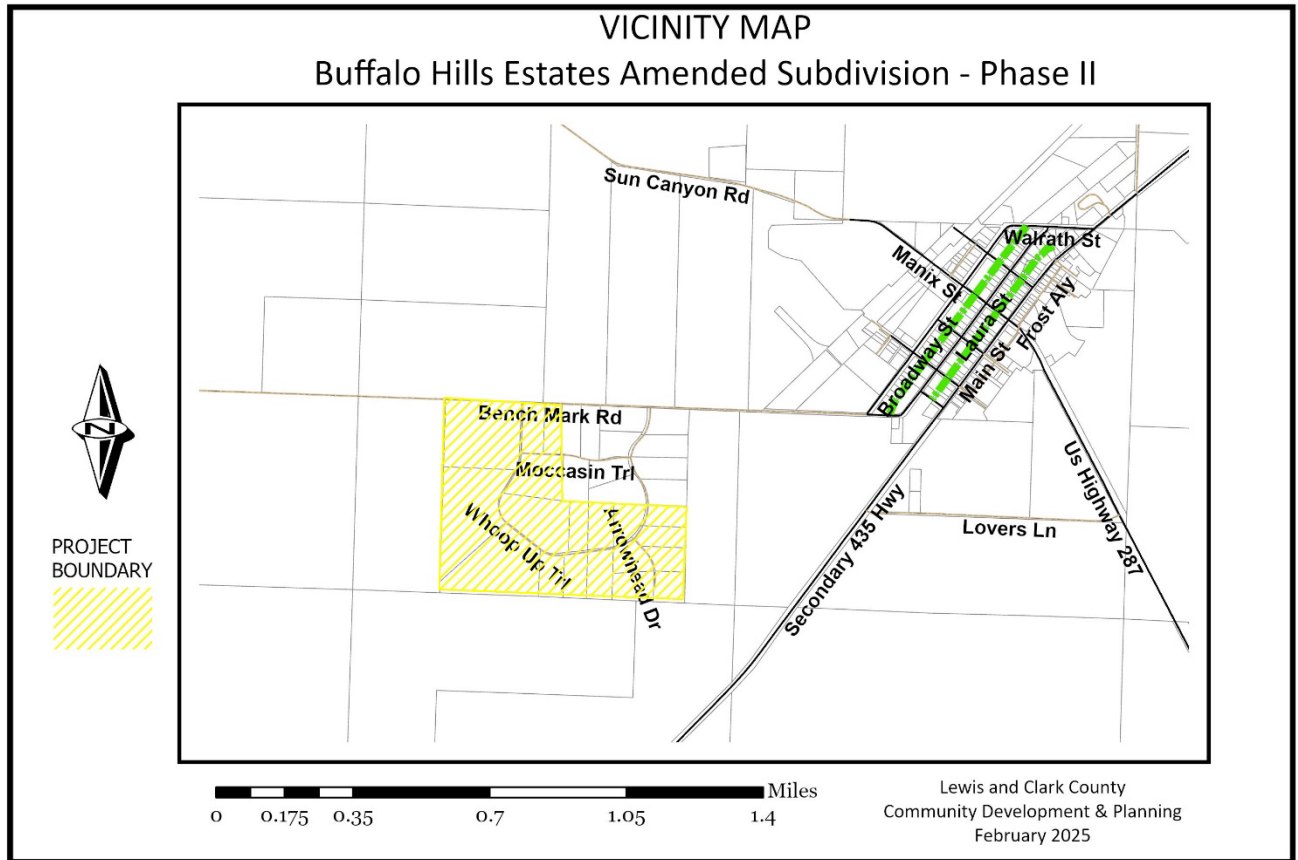
1. Approval of the removal of recorded County Covenant (Doc# 3140591) #19, which restricts the keeping of livestock and other animals on all lots within the Subdivision.

III. STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed Amended Subdivision application subject to the conditions of approval based on the recommend findings of fact included in this Staff Report.

IV. LOCATION:

The proposed amended subdivision is south of Bench Mark Rd., southwest of Augusta, S18, T20 N, R06, P.M.M., Lewis and Clark County, Montana) (COS 3140590)



V. EXISTING DEVELOPMENT AND USES:

Adjacent Land Uses

North: Agricultural

South: Agricultural

East: Agricultural/ Residential

West: Agricultural

VI. PUBLIC COMMENT:

Two Public Comments Received. (Exhibit B)

VII. PROJECT BACKGROUND:

A proposed amended subdivision, to be known as the Buffalo Hills Estates Amended Subdivision – Phase II (Exhibit C), has been submitted to Lewis and Clark County for review. If approved, the existing subdivision would have a County Covenant removed. Recorded Subdivision County Covenant #19 (Doc #3140591) (Exhibit D) states, “The raising, keeping, or confinement of

livestock, with the exception of animals used for 4-H, is prohibited (Note: Lots 21, 22, 23, and 27 are excluded from this covenant)." The applicant seeks to have County Covenant #19 removed.

The Buffalo Hills Estates Subdivision – Phase II was originally platted in 2007. The Subdivision contains 19 residential lots varying from 3-20 acres in size. Lot #21, #22, #23, and #27 (lots excluded from County Covenants #19) are the larger lots of the subdivision between 13-20 acres in size.

The Buffalo Hills Estates Subdivision – Phase II in addition contains recorded private covenants (Doc# 3140592) (Exhibit E). Relevant Covenant #7 states: *"Animals: No more than two horses may be kept year-round per lot. No other animals, livestock, pigs, poultry or fowl of any kind shall be raised, bred or kept on any tracts, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The Homeowners Association shall have the power to limit the grazing on all lots if the lots are being overgrazed. Lots 21, 22, 23, 26 and 27 will be exempt from the two-horse rule but will have a limit of no more than 8 horses or mules per lot."* Thus, approval of this Amended Subdivision application would allow all residents within Phase II to have at least two (2) horses per lot, though no other livestock animals with the exception of cats and dogs or household pets.

In addition, Buffalo Hills Estates Subdivision - Phase I (Exhibit F), which is adjacent to Phase II and share the internal road network, was originally platted in 1999 and contains 11 lots that vary in size from 3.8 to 5.2 acres. Buffalo Hills Estates Phase I has recorded County Covenants (DOC# 610848) (Exhibit G). These Covenants do not make restrictive reference to livestock, horses, etc. Phase I does have private covenants (Doc# 610847) (Exhibit H), with a similar Covenant related to animals as the Phase II Subdivision. Covenant #7 states, *"Animals: No more than two horses may be kept year-round per lot. No other animals, livestock, pigs, poultry or fowl of any kind shall be raised, bred or kept on any tracts, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The Homeowners Association shall have the power to limit the grazing on all lots if the lots are being overgrazed."* As a result all lots within Phase I are able to keep at least two (2) horses at this moment, all other types of livestock are not allowed with the exception of cats, dogs and other household pets.

VIII. STAFF ANALYSIS:

The proposed Amended Subdivision is not located in any zone district; therefore, the Amended Subdivision will not violate any zoning regulations.

On February 15, 2004, the County Commission adopted the County Wide Growth Policy. The Planning Area Priorities explores Augusta and the provide short term priorities that are specific to the area and reflect aspirations of the residents within that community. Four areas of concern within the Augusta Planning Area Priorities include road maintenance, fire protection, adequate police protection and noxious weeds. The proposed amended Subdivision will not conflict with these Planning Area Priorities.

IX. CRITERIA FOR REVIEW:

In accordance with 76-3-608(3), MCA, a subdivision proposal must undergo review for impacts on the following primary criteria: 1. agriculture; 2. agricultural water user facilities; 3. local services (water, wastewater, solid waste, utilities, roads, traffic, schools, emergency services, and parkland); 4. the natural environment; 5. wildlife; 6. wildlife habitat; 7. public health and safety; 8. compliance with the County's subdivision regulations; 9. compliance with survey requirements; 10. the provision of easements within and to the proposed subdivision for the location and installation of any planned utilities; and 11. the provision of legal and physical access to each parcel within the proposed subdivision. Listed below are the Findings of Fact and Conclusions regarding each primary criterion.

FINDINGS OF FACT AND CONCLUSIONS:

IMPACTS ON AGRICULTURE

FINDINGS OF FACT:

1. Per Chapter XI.T of the County Subdivision Regulations, all subdivisions must be designed to avoid or mitigate any significant adverse impacts on agriculture.

The subject Subdivision currently has covenants (DOC 3140591) informing property owners, "That agricultural operations may occur in the vicinity. Such activities may occur at varying times and seasons and include, but are not limited to, the operation of machinery, the pasturing and feeding of livestock, irrigation, and the application of fertilizers, herbicides, and pesticides to fields."

CONCLUSION: The proposed Amended Subdivision will not have an impact on Agriculture.

IMPACTS ON AGRICULTURAL WATER USERS

FINDINGS OF FACT:

1. Per Chapter XI.T of the County Subdivision Regulations, all subdivisions must be designed to avoid or mitigate any significant adverse impacts on agricultural water users or agricultural water facilities.

No new Subdivision of lots is being considered as part of this Subdivision application. The subject Subdivision currently has covenants (DOC 3140591) informing property owners, "That agricultural operations may occur in the vicinity. Such activities may occur at varying times and seasons and include, but are not limited to, the operation of machinery, the pasturing and feeding of livestock, irrigation, and the application of fertilizers, herbicides, and pesticides to fields."

CONCLUSION: The proposed Amended Subdivision will not have an impact on agricultural water users.

IMPACTS ON LOCAL SERVICES

FINDINGS OF FACT REGARDING WATER & WASTEWATER:

1. Per Chapter XI.M.1 of the County Subdivision Regulations, all water supply systems (including individual wells, shared wells, multi-user, and public water supply systems) shall meet applicable regulations and design standards of the Montana Department of Environmental Quality (DEQ) and the Department of Public Health and Environmental Quality (DPHHS), and comply with existing water rights and water rights regulations. The proposed method of supplying domestic water to each lot in the subdivision must comply with the applicable current Administrative Rules of Montana (ARM). By this reference these DEQ standards are incorporated into and made a part of these regulations. Unless defined elsewhere in these regulations, the terms used in these standards will have the meanings assigned to the in ARM.

The existing subdivision contains an E.Q. #07-2822 detailing approvals from the Department of Environmental Quality for water and wastewater treatment facilities. No new review is required as part of this amended Subdivision application.

2. Per Chapter XI.N.2 of the County Subdivision Regulations, the means of wastewater treatment shall be subject to approval by the governing body.

The existing subdivision contains an E.Q. #07-2822 detailing approvals from the Department of Environmental Quality for water and wastewater treatment facilities. No new review is required as part of this amended Subdivision application.

FINDINGS OF FACT REGARDING MAIL DELIVERY:

1. Per Chapter XI.J.1. of the County Subdivision Regulations, if mail delivery will not be to each individual lot within the subdivision, the developer shall provide an off-street area for mail delivery within the Subdivision, in cooperation with the United States Post Office.

As the Subdivision is currently existing no new mail delivery is being proposed as part of the subdivision.

FINDINGS OF FACT REGARDING UTILITIES:

1. Per Chapter XI.Q.1 of the County Subdivision Regulations, Easements within and to the proposed subdivision shall be provided for utilities in all locations where utilities are installed and where needed for future extensions of service.

As the amended Subdivision application is not creating new lots that require utilities, and all existing lots have utilities installed, no new utilities are required as part of the application.

FINDINGS OF FACT REGARDING ROADS AND TRAFFIC:

1. Per Chapter XI.H.1 of the County Subdivision Regulations, roads located within a subdivision, shall meet appropriate County design specifications in the Lewis and Clark County Public Works Manual.

The existing Subdivision internal road network currently meets County design specification in the Lewis and Clark County Public Works Manual, no new roads are being considered for this application.

2. Per Chapter XI.H.6, all roads shall be designated as county road easements, and shall be shown and described as such on the final plat.

No new road or county road easements are being considered as part of this amended subdivision application.

3. Per Chapter XI.I.3 of the County Subdivision Regulations, the subdivider must provide proof that all easements are county road easements.

All roads within the Subdivision are currently County Road easements and shown on the final plat as County Road easements.

4. Per Chapter XI.I.6 of the County Subdivision Regulations, street or road signs and traffic control devices, when appropriate, shall be placed at all intersections by the developer. Traffic control devices and placement shall be consistent with the Manual on Uniform Traffic Control Devices, available from the County Public Works Department.

The Subdivision road names and lot addresses have already been reviewed and assigned, no new road names or addresses are being considered as part of this amended Subdivision application.

CONCLUSION: The proposed Amended Subdivision will not have an impact on Local Services.

IMPACTS ON THE NATURAL ENVIRONMENT

FINDINGS OF FACT:

1. Per Chapter XI.V of the County Subdivision Regulations any subdivider causing one or more acres of ground disturbance is required to contact the Department of Environmental Quality (DEQ) to obtain a Montana Pollution Discharge Elimination System (MPDES) permit. All requirements and specifications of the permit shall be met prior to final plat approval unless the Subdivider financially guarantees the completion of the permit.

The amended Subdivision application is not proposing the disturbance of one or more acres of ground disturbances, as a result a MPDES permit will not be required.

2. Per Chapter XI.U of the County Subdivision Regulations and pursuant to Section 7-22-2121, MCA of the County Weed Law, anyone significantly disturbing soil must submit a written weed management and re-vegetation plan to the County Weed District. The plan shall be approved and certified by the County Weed District prior to any soil disturbance. All requirements and specifications of an approved plan shall be met prior to approval of the final Subdivision plat. An approved weed management plan shall remain in effect for the five-year management period, regardless of any changes in property ownership.

The amended Subdivision application is not proposing the significant disturbance of soil, as a result an approved weed management plan will not be required.

CONCLUSION: The proposed Amended Subdivision will not have an impact on the Natural Environment.

IMPACTS ON WILDLIFE

FINDINGS OF FACT:

1. Per Chapter XI.X. of the County Subdivision Regulations, it can be recommended if issues of wildlife are raised during the review process, the BOCC may require “wildlife friendly” fencing as a condition of approval.

As the Subdivision has already been established and developed no new areas are being considered for subdivision that could have impacts on wildlife.

CONCLUSION: The proposed Amended Subdivision will not have an impact on Wildlife.

IMPACTS ON WILDLIFE HABITAT

FINDINGS OF FACT:

1. Per Chapter XI.L.3.d of the County Subdivision Regulations, it is recommended that the use of native vegetation acknowledge certain plant species’ relative attractiveness to wildlife when revegetating an area to stabilize a slope after grading.

As the Subdivision has long been established and developed no new areas are being considered for subdivision that could have impacts on wildlife habitat.

CONCLUSION: The proposed Amended Subdivision will not have an impact on Wildlife Habitat.

COMPLIANCE WITH SUBDIVISION REGULATIONS

FINDINGS OF FACT:

1. Per Chapter XI.A.2 of the County Subdivision Regulations, all subdivision applications must also be in compliance with these Subdivision Regulations and the review procedures contained in these Subdivision Regulations.

The proposed Subdivision meets all Subdivision Regulations, and it will remain in compliance with these Regulations if all conditions of approval are satisfied.

2. The existing Subdivision contains filed restrictive covenants (Doc. 3140591) placing restrictions upon the lots within the Subdivision at the time of final plat.

Approval of the Subdivision Application shall require modifications to the filed restrictive covenants (Doc. 3140591) and the modified covenants be filed with the Clerk and Recorder.

Condition of Approval No. 1, 2, 3 is required to address compliance with Subdivision Regulations.

Condition of Approval No. 1 mitigates impacts under Finding No. 2.

Condition of Approval No. 2 mitigates impacts under Finding No. 1.

Condition of Approval No. 3 mitigates impacts under Finding No. 1.

CONCLUSION: Compliance with Subdivision Regulations, as set forth in the Findings of Fact, will be addressed by the imposed Condition of Approval, based upon the record, when satisfactorily completed.

COMPLIANCE WITH SURVEY REQUIREMENTS

FINDINGS OF FACT:

1. Per Chapter XI.A.2 of the County Subdivision Regulations, all Subdivision applications must also be in compliance with survey requirements of the Montana Subdivision and Platting Act.

As part of this Subdivision Application no new survey of the Subdivision is required.

CONCLUSION: The proposed Amended Subdivision will not have an impact on Survey Requirements.

THE PROVISION OF LEGAL AND PHYSICAL ACCESS TO EACH PARCEL WITHIN THE PROPOSED SUBDIVISION

FINDINGS OF FACT:

1. Per Section XI.F.4 of the County Subdivision Regulations, all subdivisions must provide legal and physical access to each parcel within the subdivision with notation of that access on the plat and any instrument of transfer concerning each parcel.

All roads within the Subdivision have dedicated Public Road easements and shown on the final plat as Public Road easements.

CONCLUSION: The proposed Amended Subdivision will not have an impact on Legal and Physical Access to Each Parcel within the Proposed Subdivision.

Based on these findings of fact and conclusions for each criterion, the Commission concludes that the proposed Subdivision is supported under the criteria and standards of the Lewis and Clark County Subdivision Regulations.

BUFFALO HILLS ESTATES AMENDED SUBDIVISION - PHASE II
CONDITIONS OF APPROVAL
MARCH 14, 2025

On March 14, 2025, the Lewis and Clark County Board of Commissioners held public meetings regarding the proposed Buffalo Hills Estates Amended Subdivision - Phase II located in the SW 1/4 SE 1/4, Section 18, Township 20N, Range 6W, P.M.M., Lewis and Clark County, Montana.

The preliminary approval is for the Buffalo Hills Estates Amended Subdivision - Phase II. To mitigate identified adverse impacts, this approval is subject to the following conditions:

1. The Book and Page reference to amended restrictive covenants (filed with the County Clerk and Recorder) shall be indicated on the face of the plat. In addition, the following amended restrictive covenants, revocable or alterable only with the consent of the Board of County Commissioners, shall be placed upon the property and shall provide for the following: (Mitigates Findings of Fact under Compliance with the Subdivision Regulations in this Staff Report) (Section 76-3-608(3)(a), MCA; Chapters I.C. and III.B., and XI., County Subdivision Regulations) NOTE: Amendments to the restrictive covenants are shown in bold and underlined with ~~strikeouts~~.

~~19. The raising, keeping, or confinement of livestock, with the exception of animals used for 4-H projects, is prohibited (Note: Lots 21, 22, 23, and 27 are excluded from this covenant.~~
 2. Prior to submitting the Final Subdivision Plat application, the Applicant, its successors and assigns, shall, at the Applicant's expense provide documentation showing that the Applicant is the lawful owner of the property. (Mitigates Findings of Fact under "Impacts on Compliance with the Subdivision Regulations") (Section 76-3-612, MCA; Chapters II.C. and Appendix D., County Subdivision Regulations)
 3. This preliminary approval shall be in force for three (3) calendar years. At the end of this approval period, the Board of County Commissioners may, at the request of the Applicant, its successors and assigns, extend its approval if that approval period is included as a specific condition of a written agreement between the Board of County Commissioners and the Applicant, its successors and assigns. (Mitigates Findings of Fact under "Compliance with the Subdivision Regulations") (Section 76-3-617, 610 and 507, MCA; Chapter II.C.14, County Subdivision Regulations).

X. REFERRAL AGENCY COMMENTS:

Requests for comments were sent to the following agencies:

Address Coordinator	Road Supervisor
Environmental Health Department	Augusta School District
Floodplain Administrator	Special Districts Coordinator
Historic Preservation Officer	Sheriff's Department
Lewis & Clark Conservation District	Water Quality Protection District
Public Works Construction Coordinator	Weed District
Public Works Engineer	Augusta Fire District
MSU Extension	

XI. GENERAL INFORMATION:

Statutory Timeframes

Review Timeline Requirements.
Date Application Submitted: January 14, 2025
Date Application Deemed Complete: January 22, 2025
Date Application Deemed Sufficient: February 10, 2025
Date Review Period Ends: April 1, 2025

Public Notice Requirements

Legal notice has been published in the Independent Record & The Times Standard, certified letters have been sent to all property owners adjacent to the proposed subdivision, and a public notice sign has been posted on-site.

XII. ATTACHMENTS:

Exhibit A: Agency Comments
Exhibit B: Public Comments
Exhibit C: Buffalo Hills Estates Phase II Plat
Exhibit D: Buffalo Hills Estates Phase II County Covenants
Exhibit E: Buffalo Hills Estates Phase II Private Covenants
Exhibit F: Buffalo Hills Estates Phase I Plat
Exhibit G: Buffalo Hills Estates Phase I County Covenants
Exhibit H: Buffalo Hills Estates Phase I Private Covenants

Exhibit A: Agency Comments

Public Works, LC County

From: Kevin Horne <KHORNE@lccountymt.gov>
Sent: Tuesday, February 11, 2025 4:04 PM
To: Brent Colbert <BCOLBERT@lccountymt.gov>; Dan Karlin <DKARLIN@lccountymt.gov>; Zachary Franklin <zfranklin@lccountymt.gov>; Jason Danielson <JDanielson@lccountymt.gov>; Beth Norberg <BNORBERG@lccountymt.gov>; Worby McNamee <wmcnamee@lccountymt.gov>; Jessica Makus <JMAKUS@lccountymt.gov>; Christian Lehnert <CLEHNERT@lccountymt.gov>; Pam Attardo <pattardo@lccountymt.gov>; Kathy Macefield <kmacefield@lccountymt.gov>; Jennifer McBroom <JMCBROOM@lccountymt.gov>
Subject: RE: Agency Comment for Buffalo Hills

None Here

From: Brent Colbert <BCOLBERT@lccountymt.gov>
Sent: Tuesday, February 11, 2025 2:59 PM
To: Dan Karlin <DKARLIN@lccountymt.gov>; Zachary Franklin <zfranklin@lccountymt.gov>; Jason Danielson <JDanielson@lccountymt.gov>; Beth Norberg <BNORBERG@lccountymt.gov>; Worby McNamee <wmcnamee@lccountymt.gov>; Jessica Makus <JMAKUS@lccountymt.gov>; Christian Lehnert <CLEHNERT@lccountymt.gov>; Pam Attardo <pattardo@lccountymt.gov>; Kathy Macefield <kmacefield@lccountymt.gov>; Jennifer McBroom <JMCBROOM@lccountymt.gov>; Kevin Horne <KHORNE@lccountymt.gov>
Subject: RE: Agency Comment for Buffalo Hills

Me either

From: Dan Karlin <DKARLIN@lccountymt.gov>
Sent: Tuesday, February 11, 2025 2:57 PM
To: Zachary Franklin <zfranklin@lccountymt.gov>; Jason Danielson <JDanielson@lccountymt.gov>; Beth Norberg <BNORBERG@lccountymt.gov>; Worby McNamee <wmcnamee@lccountymt.gov>; Jessica Makus <JMAKUS@lccountymt.gov>; Christian Lehnert <CLEHNERT@lccountymt.gov>; Pam Attardo <pattardo@lccountymt.gov>; Kathy Macefield <kmacefield@lccountymt.gov>; Brent Colbert <BCOLBERT@lccountymt.gov>; Jennifer McBroom <JMCBROOM@lccountymt.gov>; Kevin Horne <KHORNE@lccountymt.gov>
Subject: RE: Agency Comment for Buffalo Hills

No concerns from me.

Thanks,

Daniel Karlin, PE

Special Districts, LC County

From: Jessica Makus <JMAKUS@lccountymt.gov>
Sent: Monday, February 10, 2025 2:23 PM
To: Zachary Franklin <zfranklin@lccountymt.gov>
Subject: RE: Agency Comment for Buffalo Hills

Thank you, Zach. No comment regarding special districts.

Jessica

Jessica Makus | Special Districts Program Coordinator
Lewis and Clark County | 3402 Cooney Drive | Helena, MT 59602
Phone: (406)-447-8029
jmakus@lccountymt.gov

Addressing, LC County

SUBD2025-006

February 11, 2025

Buffalo Hills Estates Phase II Amended Subdivision

Planner: Phil Gonzalez

Jason Danielson, Addressing Office
addressing@lccountymt.gov
406-447-8367

- No comments
- [Click this link for an interactive map](#) of the area of interest.

Floodplain Administrator, LC County

Comment as follows:

No floodplain considerations for
amended subdivision.

Signature/Date

Environmental Health, LC County

Phil Gonzalez

From: Beth Norberg
Sent: Tuesday, February 11, 2025 3:44 PM
To: Phil Gonzalez
Cc: Zachary Franklin
Subject: RE: Agency Comment for Buffalo Hills

Hi Phil,

I have 3 comments on removing County Covenant #19 from Document #3140591.

1. If livestock are allowed to be kept in the Subdivision, there should be protection of wellheads and septic tank/drainfield areas to prevent adverse effects and damage to the water and wastewater infrastructure. Wellheads should be protected so that manure cannot accumulate and be of influence to drinking water supplies. Septic tanks and drainfields should be protected as to not create an adverse impact to the system as described in Section 8.2(1) of the Lewis and Clark County Onsite Wastewater Treatment Regulations.
2. The Buffalo Hills Subdivision is an area with a very heavy clay content in the soil. Management of manure and stormwater runoff should be maintained. Vegetative cover will be important to prevent stormwater runoff that may contain manure, from running onto neighboring properties. This could pose a public health threat if not managed properly.
3. Each property owner should be responsible for ensuring that manure/animal waste piles are kept to a minimum and not allowed to accumulate so that it does not attract vectors.

Thank you-let me know if you have any questions.

Beth



Beth Norberg, RS
Environmental Programs Supervisor

Phone: 406-447-8385
 Email: bnorberg@lccountymt.gov

1930 9th Avenue
 Helena, MT 59601

[LCPH WEBSITE](#)



Exhibit B: Public Comments

1.

Planner II, Lewis & Clark County, Community Development & Planning

Dear Mr. Gonzalez,

Jane Lawther and I, Joseph Flood, own two lots in Buffalo Hills Estates; lot 3 & 4.

We vote to have no changes to the current bylaws - we are against raising, keeping and confining any livestock on all lots in Buffalo Hills Estates except for lots 21, 22, 23 and 27.

Rationale: Our joint decision has "nothing" to do with livestock inclusion but has everything to do with lot size. Several proponents for changing the rules/ regulations and/or bylaw include livestock own lot sizes around 5 acres and some as low as 3.8. For the lack of a better term, we will say that "Hobby Farms" are usually used to hold livestock, a home and some outbuildings. When we researched Hobby Farms, our findings stated that Hobby Farms typically consist of a minimum of 20 acres. It also stated that some development can include hobby farms as small as 10 acres if the proposed development does not encroach on neighbors; property lines, stock pens, smell, erosion etc. Currently, we have several owners that have broken the law/covidence (in place) and brought in stock, built stock barns/facilities and completely filled in their lots. As a result of desecrating their lots, erosion is evident, noxious weeds are spreading and noise levels have increased. In summary, hobby farm type development is not inclusive with the existing and future developments at Buffalo Hills Estates.

Buffalo Hills Residents:

Joseph P. Flood

Jane W. Lawther

P. O. Box 633

Augusta MT 29063

2.

Dear Mr Gonzalez:

We are the owners of lot #14 in Buffalo Hills Estates Phase II. When we purchased the property in 2007 the Restrictive Covenants were in place.

We were then and still are in favor of these covenants as they are written to protect all property owners. We felt comfortable purchasing this property with these reasonable and common sense covenants in place. These Restrictive Covenants existed when every other property owner made their decision to purchase their property. The Animals Section of the covenants is sound and appropriate for these small lots.

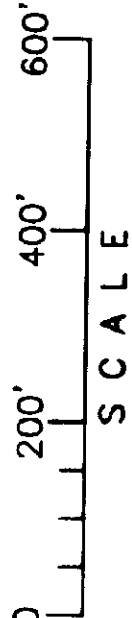
Our vote is No. We are not in favor of the proposed Buffalo Hills Estates Phase II Amended Subdivision.

Respectfully,
Chris and Celia Swain

PO box 97
Augusta Mt
%9410

TRACT BOUNDARY
EASEMENT

- SECTION CORNER (FOUND)
QUARTER CORNER (FOUND)
QUARTER CORNER (NOT FOUND)
FOUND PROPERTY PIN
-5/8" REBAR / 9094S YPC
FOUND WITNESS CORNER
-5/8" REBAR / 9094S YPC
SET PROPERTY PIN
-5/8" REBAR / 15625LS YPC
SET WITNESS CORNER
-5/8" REBAR / 15625LS YPC



- TOTAL AREA OF LOTS
- 148.913 ACRES
TOTAL AREA OF STREETS
- ROADS ARE WITHIN
EASEMENT AREAS
TOTAL AREA OF ROAD EASEMENT - 8.900 ACRES
PARK AREA
- CASH IN LIEU OF PARK LAND
TOTAL AREA OF SUBDIVISION
- 148.913 ACRES

- NOTES:
1. 50' NO BUILD SETBACK FROM BENCHMARK ROAD FOR LOTS 23,
24, AND 25.
2. SEE ADDITIONAL SETBACK REQUIREMENTS IN THE COVENANTS
3. NO ACCESS TO BENCHMARK ROAD FROM LOTS 23, 24, AND 25.

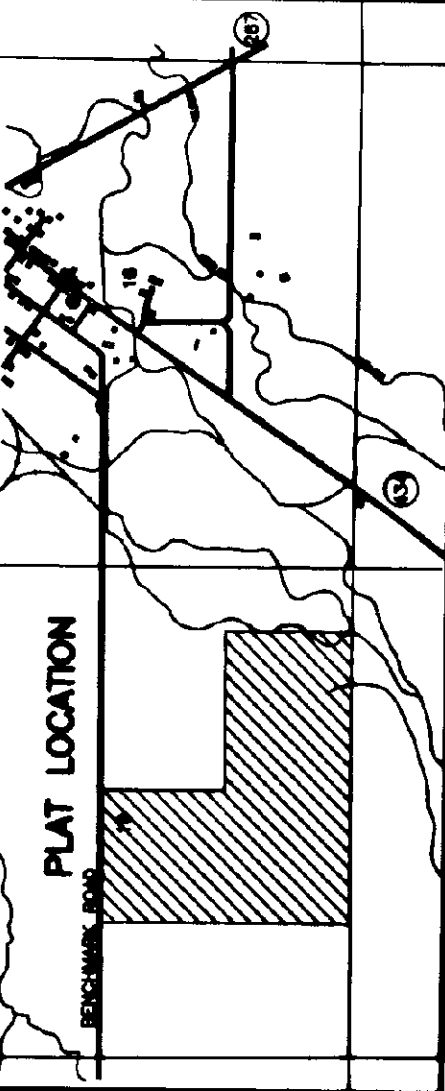
RESTRICTIVE COVENANTS RECORDED ON BOOK _____ PAGE _____

BUFFALO HILLS ESTATES - PHASE II

A MAJOR SUBDIVISION IN THE SW1/4 AND THE SE1/4 OF SECTION 18,
T20N, R6W, P.M.M., LEWIS & CLARK COUNTY, MONTANA
LAND OWNER: ROBERT E. STEPHENS, JR.

EXHIBIT C

VICINITY MAP



CERTIFICATE OF OWNERSHIP

I, the undersigned property owner, do hereby certify that I have caused to be surveyed, subdivided, and platted into lots, blocks, streets, and easements as shown by accompanying plat, the following described tract of land to wit:
A tract of land located in the SW1/4 and SE1/4 of Section 18, Township 20 North, Range 6 West, P.M.M., Lewis and Clark County, Montana, and more particularly described as follows: Southeast corner of said Section 18, thence North 89°54'17" West along the South line of said Section 18, a distance of 887.48 feet to the South 89°55'39" West along said South line, a distance of 2002.46 feet to the South Quarter corner of said Section 18, thence South 89°54'17" West along the line of said Section 18, a distance of 2819.08 feet to the Center-West 1/4th corner of said Section 18, thence South 89°54'17" East along the West line of said Section 18, a distance of 1633.22 feet to the Northwest corner of the Buffalo Hills Estates - Phase I Subdivision; thence South 07°02'50" East along the line of said subdivision, a distance of 672.83 feet to the West boundary of said subdivision, a distance of 40.22 feet to the South boundary of said subdivision, a distance of 1643.08 feet to the Southeast corner of said subdivision; thence South 00°30'32" East, a distance of 1303.24 feet to the TRUE POINT OF BEGINNING and containing 148.913 acres.
And it is to be known as Buffalo Hills Estates - Phase II Subdivision, and I further certify that the public access easements on the interior of this subdivision will be maintained and the same shall be subject to the same terms and conditions as the easements on the Buffalo Hills Estates - Phase I Subdivision. The undersigned hereby grants unto each and every person, firm or corporation, and their heirs, assigns, and assigns forever, the right to the joint use of an easement for the construction, maintenance, repair and electric power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as a utility easement, to have and to hold forever.

Dated this 14 day of Dec, A.D. 2007

Robert E. Stephens, Jr.

ROBERT E. STEPHENS, JR.

State of Montana)

County of Cascade)

On the 14 day of Dec, A.D. 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Robert E. Stephens, Jr.

My commission and the day of my expiration in this certificate first above written.

Angela Nichols

Notary Public for the State of Montana

My commission expires 12-15-2007

(Notarial Seal)

CERTIFICATE OF SURVEYOR

I, the undersigned, Daniel R. Kenacko, Professional Land Surveyor, Montana registration No. 15625LS, do hereby certify that I have read the survey of the Buffalo Hills Estates - Phase II Subdivision, Lewis and Clark County, Montana, and platted thereon on the accompanying plat and entered into the proceedings of the Board of County Commissioners of Lewis and Clark County, Montana, on the 14 day of December, A.D. 2007, and that the said survey is in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-114, M.C.A., and Lewis and Clark County.

Dated this 30 day of November, A.D. 2007

Daniel R. Kenacko

Daniel R. Kenacko, Montana

Thomas, Dean, & Hoskins

Great Falls, MT 59405

CERTIFICATE OF WAIVER OF PARK LAND DEDICATION AND ACCEPTANCE OF CASH IN LIEU

I, the undersigned, Clerk and Recorder of Lewis and Clark County, Montana, do hereby certify that the following order was made by the Board of County Commissioners of Lewis and Clark County, Montana, on the 14 day of December, A.D. 2007, and that the said order was entered into the proceedings of the Board of County Commissioners of Lewis and Clark County, Montana, on the 14 day of December, A.D. 2007, and that the said order is in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-114, M.C.A., and that the said order is in accordance with the provisions of Title 76, Chapter 3, M.C.A.

Dated this 14 day of Dec, A.D. 07

Clerk Thomas, Dean, & Hoskins County

CERTIFICATE OF COUNTY TREASURER

I, County Treasurer of Lewis and Clark County, Montana, hereby certify, pursuant to Section 76-3-611(1)(b) M.C.A., that no real property taxes assessed and levied on the land described on this plat and encompassed by the Buffalo Hills Estates - Phase II Subdivision are delinquent.

Property Identification Number (PIN) 05300416801016800

Dated this 14 day of December, A.D. 2007

Thomas, Dean, & Hoskins

County Treasurer, Lewis and Clark County

CERTIFICATE OF FINAL PLAT APPROVAL - COUNTY

We, the undersigned, County Commissioners of Lewis and Clark County, Montana, do hereby certify that we have examined this subdivision plat and having found the same to conform to law, approve it, and hereby accept the dedication to public use of all lands shown on this plat as being dedicated to such use, this 14 day of December, A.D. 2007.

Thomas, Dean, & Hoskins

Signature of County Attorney

Thomas, Dean, & Hoskins

Signature of County Commissioner

Thomas, Dean, & Hoskins

Signature of County Planner

CERTIFICATE OF EXAMINING LAND SURVEYOR

I, Thomas, Dean, & Hoskins, acting as an examining land surveyor for Lewis and Clark County, Montana, do hereby certify that I have examined the final plat of Buffalo Hills Estates - Phase II Subdivision, and find that the survey data shown hereon meet the conditions set forth by or pursuant to Title 76, Chapter 3, Part 4, M.C.A.

Dated this 14 day of Dec, A.D. 2007

Thomas, Dean, & Hoskins

Signature of Examining Land Surveyor

Registration No. 15625LS

Address

CERTIFICATE OF FILING BY CLERK AND RECORDER

STATE OF MONTANA)

County of Lewis and Clark)

Filed for record this 14 day of December, 2007, at 3:15 PM

Thomas, Dean, & Hoskins

Clerk and Recorder

Lewis and Clark County, Montana

DRAWN BY: DRK DATE: 01/20/05 QUALITY CHECK: FIELDBOOK

SURVEYED BY: DRK JOB NO. 04-016

THOMAS, DEAN & HOSKINS, INC.

ENGINEERING CONSULTANTS

GREAT FALLS - BOZEMAN - HELENA

MONTANA

IDAHO

3140590



Lewis & Clark County

12/14/2007 03:21P

BASIS OF BEARING: SOUTHERLY LINE OF BUFFALO HILLS ESTATES - PHASE I, BEING S89°57'10"W

PURPOSE OF SURVEY: TO CREATE A MAJOR SUBDIVISION

EXHIBIT D

SUBDIVISION RESTRICTIONS FOR THE BUFFALO HILLS ESTATES SUBDIVISION - II

WHEREAS, the undersigned, **Robert Stephens** of Augusta, Montana, is filing a plat of certain lands in Lewis and Clark County, Montana, known as the Buffalo Hills Estates Subdivision - II with the Lewis and Clark County Clerk and Recorder for recordation, and

WHEREAS, the undersigned is the owner of all the lots in said tract and desires to place restrictions upon said lots for the use and benefit of himself as present owner and for the future owners thereof, and for the benefit of the general public interest.

NOW, THEREFORE, these covenants and conditions are made to apply to a tract of land situated in the S½ of Section 18, T20N, R6W, P.M.M., Lewis and Clark County, Montana.

All persons or corporations who now or shall hereafter acquire any interest in and to any of the above described property, shall be taken and held to agree and covenant with the owners of the lots in said tract with their heirs, successors and assigns, to conform to and observe the following restrictive covenants as to the use thereof.

These restrictive covenants and conditions are designed to provide a uniform plan for the development of the whole of said tract, protect the natural environment and promote public health and safety.

The following restrictive covenants are revocable or alterable only with the consent of the Board of County Commissioners of Lewis and Clark County.

1. Notice is hereby given that each lot owner will be responsible for providing on-site retention of all storm water runoff generated from the lot in excess of historical volumes.
2. Notice is hereby given of the potential health risk from radon concentrations; such risk can be evaluated through soil tests and mitigated through radon abatement techniques incorporated into structures.
3. Notice is hereby provided to inform landowners that agricultural operations may occur in the vicinity. Such activities may occur at varying times and seasons and include, but are



- not limited to, the operation of machinery, the pasturing and feeding of livestock, irrigation, and the application of fertilizers, herbicides, and pesticides to fields.
4. The storage of foods, garbage or feeding domestic pets outdoors or other activities, which may create an attractive nuisance for wildlife species is prohibited. Notice is hereby given that property owners should provide wildlife-proof storage and disposal facility for garbage.
 5. Property owners shall contact Montana Fish, Wildlife and Parks for fencing standards and learning about living with wildlife in general.
 6. Notice is hereby given that bird feeders are an attractant to far more wildlife than birds. If birds are fed at all, feeding should only be done in the winter (December through March).
 7. All dwelling units within the subdivision shall be constructed to specifications, which meet or exceed equivalent provisions in the applicable state building code for this seismic zone (Zone 3).
 8. Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, shall bear equal responsibility with all other lot owners for repair and maintenance expenses as follows:
 - a. ROADWAYS. Need for roadway repair shall be determined by majority vote of all lot owners. Vote may be taken at a meeting of the lot owners called for and held at such place and time specified in the notice. The meeting shall be held at the residence of the lot owner calling the meeting or any other location in Helena, Montana. Each lot owner shall be served with a copy of the notice ten (10) days before the meeting either by personal service or certified mail at such lot owner's last known mailing. The lot owners shall by majority vote (1) agree on the need for repair, (2) the scope of repairs, (3) the procedure for hiring a contractor, and (4) the amount to be paid for the repairs.
 - b. PAYMENT. Each lot owner shall pay their prorata share of any expenses incurred pursuant to paragraph (a) within thirty (30) days of presentation of a statement from the provider of the service or the lot owner who contracted for the service. In the event any lot owner fails to pay their prorata share within such thirty (30) day period, any other lot owner may commence an action against the non-paying lot owner to recover the balance due together with court costs and attorney's fees.
 - c. LIEN. The provider of the service or the contracting lot owner, described in paragraph (b) is entitled to a construction lien for unpaid amounts due for costs incurred as provided in paragraph (a) hereof by following the procedure as outlined in Title 71, Chapter 3, Part 5, MCA. Such a lien may be foreclosed as a construction lien. The prevailing party shall be entitled to recover costs and attorney's fees.
 - d. WAIVER. Each lot owner waives the right to protest the creation of an RID for the purpose the purpose of equitably funding the following: *maintenance of the internal access roads, maintenance of external roads providing access to the subject property including related right-of-way, drainage structures, and traffic control signs, and maintenance of any fire protection improvements.*

- e. ARBITRATION. Any disagreement or controversy relating to this agreement shall only be settled by arbitration in accordance with the Montana Uniform Arbitration Act (Section 27-5-111, MCA, et seq.) and the rules of the American Arbitration Association, one Arbitrator, and shall be enforceable in any court having competent jurisdiction.
9. Any development, alteration, or encroachment within the drainage easement is prohibited.
10. Any additional, replacement, or relocated utility lines shall be installed underground.
11. Any exterior lighting shall be arranged and directed downward in such a way as to minimize illumination beyond the property lines.
12. All rights to protest the creation of a special district for the purpose of providing community water and/or wastewater treatment system improvements and/or maintenance, whenever such action may occur, are hereby waived.
13. The undersigned, their heirs, successors and assigns, and all future owners of property within the subdivision, agree to hold Lewis and Clark County harmless and indemnify Lewis and Clark County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the County's costs and attorney's fees, arising in any manner whatsoever out of, or relating to, the existence, use, operation, repair, and/or maintenance of the following:
- a. earthquake fault zone and any seismic activity;
 - b. proximity of any irrigation canals;
 - c. drainages;
 - d. access issues; and
 - e. water availability.
14. Any act, which damages or destroys the irrigation ditch (located adjacent to the subdivision), interferes with its operation or maintenance in any way, or restricts access to the ditch so as to interfere with its maintenance, is expressly prohibited.
15. Gardens, fruit trees and compost piles shall be fenced with deer-proof fences.
16. All cats and dogs must be restrained or penned at all times.
17. Notice is hereby given that non-native plants are particularly prone to wildlife use and losses should be expected if they are used in landscaping.
18. Notice is hereby given that all property owners are required to receive an approach permit from the County Road Department prior to construction of the driveway approach.
19. The raising, keeping, or confinement of livestock, with the exception of animals used for 4-H projects, is prohibited (NOTE: Lots 21, 22, 23, and 27 are excluded from this covenant.).
20. Notice is hereby given that each lot shall be maintained in a clean, attractive, and weed-free manner. Noxious weeds must be pulled, sprayed, or cut.
21. A "no access" restriction exists along Benchmark Road, with the exception of the approach for the **internal access road**.
22. All rights to protest joining a rural improvement district for the purpose of providing community and neighborhood park and recreation improvements and/or maintenance,

- whenever such action may occur, are hereby waived.
23. All rights to protest the creation of or annexation to a fire district or fire service area, whenever such action may occur, for the purpose of providing fire protection services, are hereby waived.
 24. Notice is hereby given of a fifty (50) foot building setback from the right-of-way/easement of Benchmark Road for wells, drainfields, replacement drainfields, and irrigation facilities. The setback shall begin at the edge of the easement/right-of-way of Benchmark Road. Notice is also hereby given for a fifty (50) foot building setback from the easement/right-of-way of Benchmark Road for all structures, including dwellings, garages, and barns. This setback also begins at the edge of the easement/right-of-way of Benchmark Road.
 25. Notice is hereby given of a minimum fifteen (15) foot building setback from all property lines. There are areas on each property where the setback from the property line is greater, however.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

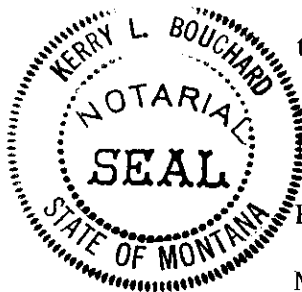
Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated at Augusta, Montana, this 14th day of December, 2007.

Robert Stephens
Robert Stephens

SUBSCRIBED AND SWORN TO before me

this 14 day of December, 2007.



Kerry L Bouchard
Notary Public for the State of Montana

Residing at Augusta, Montana

My Commission Expires 9/25/2011

FILE: Covenant\BuffaloHillsIICovs

EXHIBIT E

RESTRICTIVE COVENANTS FOR BUFFALO HILLS ESTATES PHASE II JUNE, 2007

The following terms, covenants and restrictions shall each and all be covenants running with the land and shall be binding upon the grantor and the grantees and their respective heirs, personal representatives, successors and assigns and upon all subsequent owners of the real property hereinafter described; and the terms, covenants and restrictions herein contained shall be enforceable by the grantor and by the grantee or by any person or persons who shall hereafter own any interest in any part or parcel in the following described real property.

1. REAL PROPERTY. The real property as to which the terms, covenants and restrictions herein contained apply is situated in the County of Lewis and Clark, State of Montana, and described as follows:

All of Buffalo Hill Estates Phase II located in the S 1/2 of Section 18,
T20N, R6W, Lewis and Clark County, Montana.

2. USE FOR SINGLE FAMILY DWELLING ONLY AND OTHER REGULATIONS. The above-described real property (hereafter referred to as the "Real Property") shall be used for single-family residences only. If the single-family residence is a single story building or a single story with a basement, then there shall be at least 1200 square feet of finished floor space on the main living floor above grade. If the single-family residence is a split-level or a split-entry or any other type of construction where the principal part of the living space is not on the ground floor, then there shall be at least 1500 square feet of finished floor space of which at least 1000 square feet shall be above the average grade. The above measurements shall be exclusive of open porches, garages and carports.

No such dwelling houses shall be occupied for residential purposes until the outside thereof shall be completely finished.

No building, structure, alteration or improvement shall exceed 25 feet in height measured



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from the average level of the finished grade. Not more than one single-family residence shall be constructed upon any one lot. Nothing contained herein shall prevent or restrict the building of garages or other buildings reasonable appurtenant to the use of the real property for residential purposes.

The said residence may be used for a home occupation provided, however, that not more than thirty percent (30%) of the floor space is involved or used for the home occupation and provided further that the home occupation or business involved is clearly incidental to the use of the building as a single-family residence. In the event of use as a home occupation there shall be no advertising on the premises except for one sign which shall be not more than two square feet to be located on or near the door of the residence, and the home occupation shall be so conducted that there shall not be more than twice as much traffic as if the property were occupied as a residence only.

3. TRAILERS, MOBILE HOMES, BASEMENT HOMES AND TEMPORARY STRUCTURES. No structure of a temporary character, including but not limited to trailers, mobile homes, basements, tents, shacks, garages, barns or other outbuildings shall be used upon the real property at any time as a residence. However, owners of lots that are in the building process will be allowed to temporarily occupy the lots with a recreational vehicle (self-propelled or pull-type) for a period of no more than 180 days a year. New modular homes are permitted if placed on a permanent concrete foundation and have a two-car garage, preferable attached.

No old buildings, whether intended for use in full or in part as the main residential structure or for use as a garage or other outbuilding shall be moved upon any of the real property.

4. DIVIDING OF INDIVIDUAL LOTS PROHIBITED.

5. NUISANCES, OFFENSIVE ACTIVITIES FORBIDDEN. No discharging of firearms, noxious or offensive activities shall be carried on upon any tract, nor shall anything be done which may be declared or which may become an annoyance or nuisance in the area.

6. MOTOR VEHICLES. Any motor vehicle, which cannot be moved under its own power, may not be left outside on any of the lots for more than four weeks nor left on the roads in said subdivision at any time. All vehicles must have current license plates and registration. On-site parking shall be provided on every lot or tract for all automobiles, trucks and trailers kept by any of the owners of any tract.

7. ANIMALS. No more than two horses may be kept year round per lot. No other animals, livestock, pigs, poultry or fowl of any kind shall be raised, bred or kept on any tracts, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The Homeowners Association shall have the power to limit the grazing on all lots if the lots are being over-grazed. Lots 21, 22, 23, 26 and 27 will be

exempt from the two horse rule but will have a limit of no more than 8 horses or mules per lot.

8. FENCES. Barb-wire may be used only on the west boundary fence on lots 23, 22, 21 And on the south boundary fence on lots 21, 20, 19, 18, 16, and 15, and on the east boundary fence of lots 12, 13, 14 and 15. Fences must be of new materials and of good quality and construction. Fences must be kept in good repair so as to preserve utility and appearance.

9. NOXIOUS WEEDS. Each lot owner shall keep their acreage free of noxious weeds and pests. These duties shall be performed by each lot owner at their own expense. Each lot owner must comply with Montana County Noxious Weed Management Act under Title 7, Chapter 22, Part 21, M.C.A.

10. WATER RIGHTS. Unless specifically set forth in the deed from the Grantor, Robert Stephens, the deed to any tract of the above-described property shall not convey or transfer any water rights, all of which water rights are reserved to Robert Stephens. This provision shall not prevent the individual lot owners from obtaining water from wells or springs.

11. IMPROVEMENTS. Nothing herein contained shall prevent the Grantor from construction or causing to have constructed, roads, right-of-way, utility facilities, the improvement of springs, streams and wells, the planting of trees, and constructing and maintaining all other improvements.

12. PRESENT OPERATIONS. Nothing herein contained shall prevent the Grantor, or those leasing from the Grantor, from using the unsold portion of the above-described real property for farming, grazing, or other agricultural purposes as it has been used in the past.

13. TERM OF THESE RESTRICTIVE COVENANTS. These restrictive covenants shall remain in full force and effect for 20 years from the date they are filed for record in the office of the Clerk and Recorder of Lewis and Clark County, Montana. After that date, the said covenants shall automatically be extended and shall continue to run with the land until an instrument has been executed by persons owning more than 50% of the total area of the said real property by which instrument it shall be agreed to change the covenants in full or in part. Despite the foregoing provision, persons owning more than 75% of the total area (but not the Grantor herein) may change these Restrictive Covenants at any time by the execution of a document setting forth the change. The instruments above-described shall not be effective until they have been fully acknowledged by all of the persons who sign the same and filed for record in the office of the Clerk and Recorder of Lewis and Clark County, Montana. The Grantor, Robert Stephens, shall not participate in attempting to change these Restrictive Covenants; and the area owned by Robert Stephens shall not be included in the 75% requirement necessary to change the Covenants before that time.

14. ENFORCEMENT. Enforcement of these covenants shall be by procedures at law or in equity against any person or persons violating or attempting to violate any covenants, and



the legal proceedings may be either to restrain the violation of the covenants or to recover damages, or both. Each person who has been found by a court of competent jurisdiction to have violated one or more of these covenants shall be liable for all attorney's fees and costs incurred in connection with the litigation. The failure of any owner or owners of any tract or tracts to enforce any of the restrictions set forth in this document at the time of its violation, shall in no event be deemed a waiver of the right to do so thereafter. The restrictions set forth herein shall be personally binding upon any person, persons, or corporations, only with respect to breaches committed during its, his, or their ownership of or title to any of said tracts and any part thereof.

15. EFFECT OF NON-ENFORCEMENT. The failure by any of the parties hereto or of any subsequent tract owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or in any way prejudice the right to enforce that covenant or any other covenant thereafter or to collect damages for any subsequent breach of covenants.

16. EFFECT OF PARTIAL INVALIDATION. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants or provisions, all of which shall remain in full force and effect.

17. INCORPORATION BY REFERENCE. In any conveyance of the above-described real property or of any tract thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to the restrictions and covenants herein contained without setting forth such restrictions and covenants verbatim or in substance in said deed. All of the above-described real property shall be subject to the restrictions and covenants herein set forth whether or not there is a reference to the same in the deed or conveyance.

18. EFFECT OF THESE COVENANTS ON MORTGAGE. A breach of any of the foregoing restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any tract or any portion of the real property or any improvement thereon. However, the said restrictions and covenants shall be binding upon and inure to the benefit of any subsequent owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

19. PURPOSES OF THESE RESTRICTIVE COVENANTS. The purpose of the foregoing restrictions and covenants is to insure the use of the real property for attractive residences and enjoyable rural living and to secure to each tract owner the full benefit and enjoyment of his property with no greater restrictions upon the free and undisturbed use of his land than is necessary to insure the same advantaged to the other owners. These restrictions and covenants should be interpreted to accomplish these purposes.

20. TRASH AND GARBAGE. No trash, waste, garbage, litter, junk or refuse shall be thrown, dumped or left on any portion of the real property and no burning of the same shall be permitted. Each owner shall provide suitable receptacles for the containment and collection of trash and garbage which must be enclosed or screened or otherwise unexposed to public view.



Nothing contained herein shall be construed to prohibit or deny the installation and use of wood burning fireplaces or stoves or patio barbecues.

21. UNDERGROUND ELECTRICITY, TELEPHONE AND CABLE TV. The owners of each individual lot agree to cooperate to aid in bringing underground electricity, telephone and cable TV to the area covered by these Restrictive Covenants. When the suppliers of the above-mentioned services are prepared to furnish such services underground at a cost comparable to what such services cost elsewhere in the general area then the owner of each individual lot agrees to pay his proportionate share of having such facilities installed underground whether or not the individual owner has a residence on said lot at that time. The provisions of this paragraph 21 apply to the individual lot owners. Robert Stephens, the Grantor herein, shall not be obligated to pay for any underground electricity, telephone or cable TV unless he specifically consents thereto.

22. EASEMENTS. Wherever the map or plat referred to in paragraph 1, above, shows or refers to an easement, such easement shall be for a right-of-way for ingress and egress and for the construction, operation, care, maintenance, repair, rebuilding and replacement of all lines, wires, cable, pipe and all other facilities and equipment reasonably used for electricity, natural gas, telephone, cable TV, sewage, water, the drainage of water and for all other utilities. The use or exercise of any easement herein granted shall be reasonable and with a minimum of damage to or interference with the use of the property involved.

23. ROADS, DRAINAGE AND CULVERTS. Roads have been built within a platted easement for the above-described subdivision. It is contemplated that individual owners may build access roads to their own building sites. When such access roads are built and at all times thereafter the individual lot owner shall be responsible to install and maintain a suitable culvert or bridge or such other construction of such size as will allow complete drainage. In addition, each owner shall be responsible to see that the drainage ditch or borrow pit which lies between his property and the public road shall be kept clean and open and shall not interfere with drainage at any time.

24. ALL OWNERS MUST JOIN A HOMEOWNERS ASSOCIATION. Robert Stephens, the Grantor, herein, shall cause to have formed a non-profit corporation under the laws of the State of Montana. The Grantor shall pay all of the costs and fees necessary to have this corporation formed and in existence. However, the qualifications of this corporation as a non-profit corporation under the appropriate provisions of the Internal Revenue Code shall be left to the members of the association after it has been in existence the required length of time. Each owner of a lot in the above-described subdivision, by the acceptance of his deed, agrees to become and shall become a member of that association. Membership shall be limited to the owners of lots in the above-mentioned subdivision unless the members specifically amend the Articles of Incorporation to provide otherwise.

As long as he owns any unsold lots in this subdivision, Robert Stephens shall be obligated

to pay only one annual dues and shall be entitled to only one vote as a member of the association.

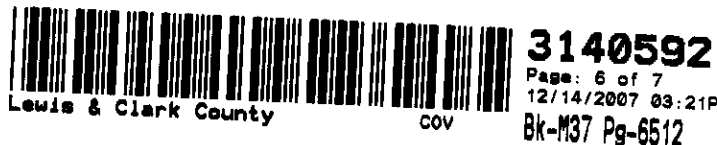
The Homeowners Association shall have as its purposes the beautification of the area, the planting of trees, shrubs, flowers and grass, the cleaning and care of the borrow pits on the edge of the roads, the elimination of any drainage problems that may occur from time to time, aid in getting cable television to the area, and all other things for the common benefit of the members of this Homeowners Association.

The starting annual dues by the Homeowners Association shall be the sum of \$50.00 per year for each lot owner. The By-laws shall provide that the dues can be raised or lowered or special assessments can be levied by the vote of the Board of Directors or by a majority vote of the members at any regular or special meeting thereof duly called. In voting on all matters, including dues and assessments, each family owning a lot shall be entitled to only one vote. A family owning more than one lot shall be required to pay only one annual dues. All dues and assessments shall be equal for each lot, regardless of the size of the lot or the amount of frontage. As set forth above, the Grantor, Robert Stephens, shall have only one vote and shall pay his dues and assessments as if he owned only one lot.

In the event of the nonpayment of dues or assessments by any owner, the Homeowners Association and every member thereof shall have a lien upon the lot and any improvements thereon for the payment of the dues and assessments, together with interest thereon at the rate of 10% per annum from and after the date of delinquency, plus reasonable court costs and attorney's fees.

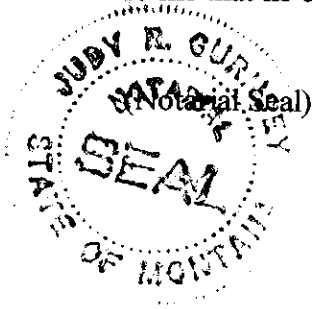
As lots are sold and resold from time to time, the new owners shall automatically become members of the Homeowners Association and shall have the same rights and obligations as all other members. When a lot is resold, the new purchaser shall be entitled to the benefit of the unused paid up annual dues of the seller, and shall be obligated to pay any unpaid annual dues or assessments.

By: Robert E. Stephens, Jr.
Robert E. Stephens, Jr.



State of Montana)
 : ss.
County of Cascade)

On this 11th Day of December, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Robert E. Stephens, Jr., and acknowledged to me that he executed the above Restrictive Covenants.



Judy R. Gurnsey
Notary Public for the State of Montana
Print Name: Judy R. Gurnsey
Residing at Vaughn, Montana
My Commission Expires 7/24/2011



Lewis & Clark County

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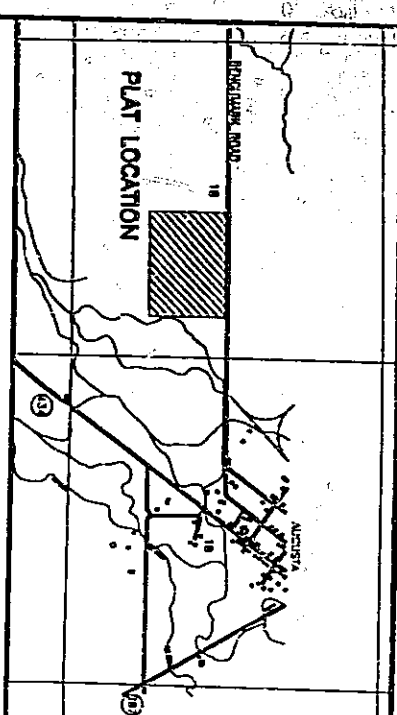
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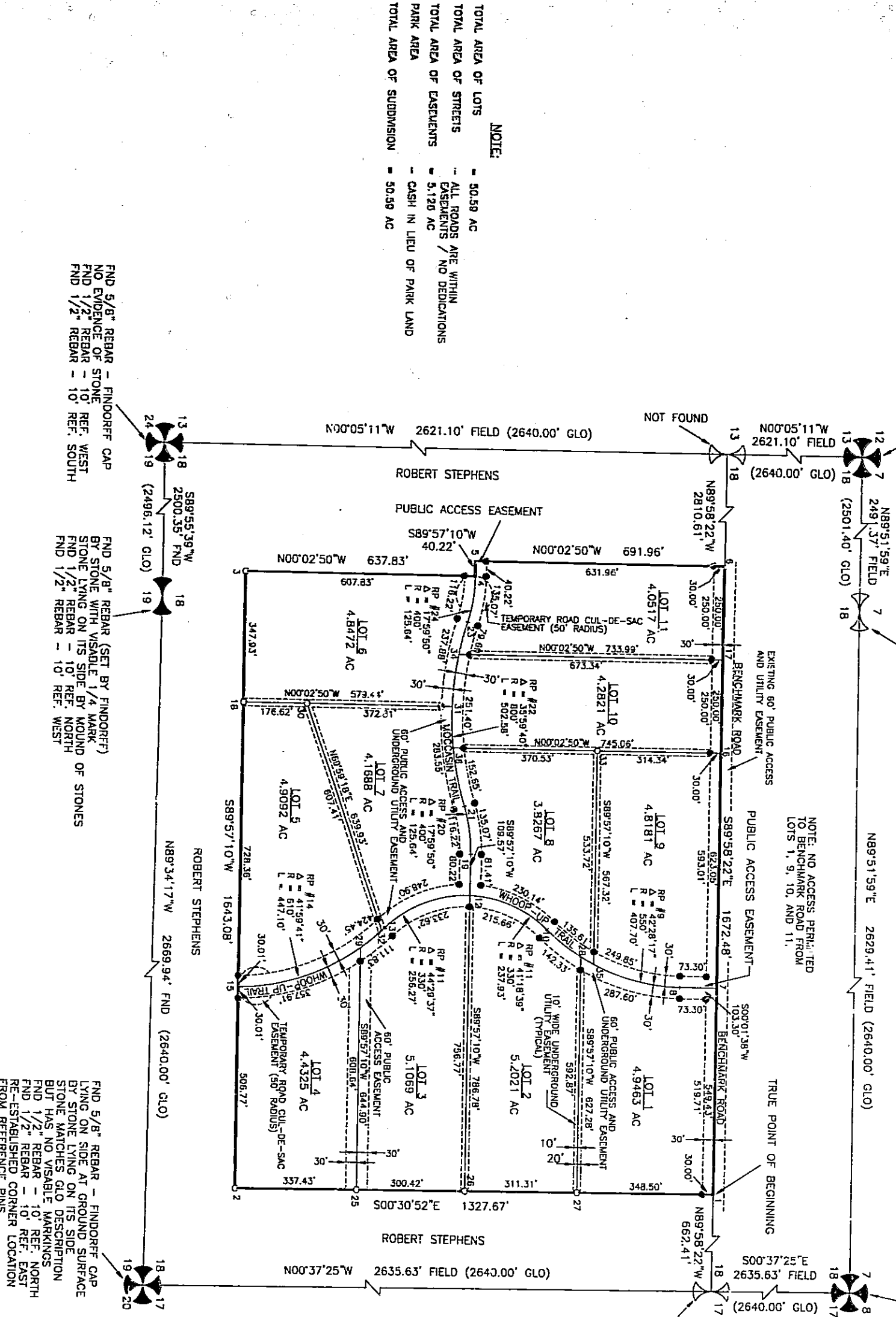
A PLAT OF BUFFALO HILLS ESTATES - PHASE I A MAJOR SUBDIVISION IN THE SE1/4 OF SECTION 18, T20N, R6W, P.M.M., LEWIS & CLARK COUNTY, MONTANA LAND OWNER: ROBERT STEPHENS

MICINITY MAP



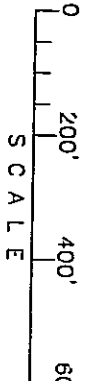
SET 5/8" REBAR NEXT TO
FND STONE LYING ON ITS SIDE
4 NOTCHES EACH ON 2 FACES
48" NORTH OF EAST-WEST DRAINAGE

FND STONE WITH "X" CHISELED IN TOP
5 NOTCHES ON SOUTH FACE
FND STONE LYING ON ITS SIDE
NEXT TO MOUND OF STONES



LEGEND

- TRACT BOUNDARY
- EASEMENT
- SECTION CORNER (FOUND)
- QUARTER CORNER (FOUND)
- QUARTER CORNER (NOT FOUND)
- SET WITNESS CORNER (5/8" REBAR / 90945 CAP)
- SET PROPERTY CORNER (5/8" REBAR / 90945 CAP)



BASIS OF BEARING: RIGHT-OF-WAY OF MONTANA HIGHWAY 434 BEING N34°30'00"E
PURPOSE OF SURVEY: TO CREATE A MAJOR SUBDIVISION

CERTIFICATE OF FILING AND ROAD EASEMENT
I, the undersigned, hereby certify that I have caused to be surveyed, subdivided and platted into lots and blocks as shown
by the plat hereto annexed, the following described tract of land in Lewis and Clark County, Montana, to wit:

DEEDS & CO.
24 day of MARCH, 1964
COUNTY OF MONTANA) SS
Filed for record this day of 19 at o'clock.

CERTIFICATE OF SURVEY
I, Robert F. Stephens, a Registered Professional Engineer and Land Surveyor, do hereby certify that I have surveyed the survey
shown on the attached plat of Buffalo Hills Estates - Phase I Subdivision, that said survey is true and complete as shown, and that the monuments
dated this 24th day of MARCH, A.D. 1964.

CERTIFICATE OF MAJOR OF PARK LAND DEDICATION AND
ACCEPTANCE OF CASH IN LEO TREASURY
I, the undersigned, hereby certify that I have surveyed the survey
shown on the attached plat of Buffalo Hills Estates - Phase I Subdivision, that said survey is true and complete as shown, and that the monuments
dated this 24th day of MARCH, A.D. 1964.

CERTIFICATE OF COUNTY MEASUREMENT
I, the undersigned, hereby certify that I have surveyed the survey
shown on the attached plat of Buffalo Hills Estates - Phase I Subdivision, that said survey is true and complete as shown, and that the monuments
dated this 24th day of MARCH, A.D. 1964.

CERTIFICATE OF FINAL PLAT APPROVAL - COUNTY
The County Commission of Lewis and Clark County, Montana, does hereby certify that it has examined the subdivision plat and having found the same to
be correct and approved it, this 24th day of MARCH, 1964.

CERTIFICATE OF EXAMINING LAND SURVEYOR
I, the undersigned, hereby certify that I have examined the survey shown on the attached plat of Buffalo Hills Estates - Phase I Subdivision, and that the survey
meets the conditions of the Montana Surveying Act, and that the survey is true and complete as shown, and that the monuments
dated this 24th day of MARCH, 1964.

CERTIFICATE OF FILING BY CLERK AND RECORDER
I, the undersigned, hereby certify that I have caused to be surveyed, subdivided and platted into lots and blocks as shown
by the plat hereto annexed, the following described tract of land in Lewis and Clark County, Montana, to wit:

DEEDS & CO.
24 day of MARCH, 1964
COUNTY OF MONTANA) SS
Filed for record this day of 19 at o'clock.

PLAT DATED 6/10/64/5
T20N, R6W
S-18

EXHIBIT G

Buffalo Hills Estates Amended Subdivision-- Phase II 32 of 38

SUBDIVISION RESTRICTIONS FOR THE BUFFALO HILLS ESTATES, PHASE I MAJOR SUBDIVISION

WHEREAS, the undersigned, Robert E. Stephens, of Augusta, Montana, is filing a plat of certain lands in Lewis and Clark County, Montana, known as the Buffalo Hills Estates, Phase I Major Subdivision with the Lewis and Clark County Clerk and Recorder for recordation, and

WHEREAS, the undersigned is the owner of all the lots in said tract and desires to place restrictions upon said lots for the use and benefit of himself as present owner and for the future owners thereof, and for the benefit of the general public interest.

NOW, THEREFORE, these covenants and conditions are made to apply to a tract of land situated in the SE 1/4 of Section 18, T20N, R6W, Lewis and Clark County, Montana, and containing 50.59 acres.

All persons or corporations who now or shall hereafter acquire any interest in and to any of the above described property, shall be taken and held to agree and covenant with the owners of the lots in said tract with their heirs, successors and assigns, to conform to and observe the following restrictive covenants as to the use thereof.

These restrictive covenants and conditions are designed to provide a uniform plan for the development of the whole of said tract, protect the natural environment and promote public health and safety.

The following restrictive covenants are revocable or alterable only with the consent of the Board of County Commissioners of Lewis and Clark County.

1. Notice is hereby given of the potential health risk from radon concentrations; such risk can be evaluated through soil tests and mitigated through radon abatement techniques incorporated into structures.
2. All dwelling units within the subdivision shall be constructed to specifications which meet or exceed equivalent provisions in the Uniform Building Code for this seismic zone (Zone 2B).
3. Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall bear equal responsibility with all other lot owners for repair and maintenance expenses as follows:
 - a. **ROADWAYS.** Need for roadway repair shall be determined by majority vote of all lot owners. Vote may be taken at a meeting of the lot owners called for and held at such place and time specified in the notice. The meeting shall be held at the residence of the lot owner calling the meeting or any other location in or near the subdivision. Each lot owner shall be served with a copy of the notice ten (10) days before the meeting either by personal service or certified mail at such lot owner's last known mailing. The lot owners shall by majority vote (1) agree on the need for repair, (2) the scope of repairs, (3) the procedure for hiring a contractor, and (4) the amount to be paid for the repairs.
 - b. **PAYMENT.** Each lot owner shall pay their prorata share of any expenses incurred pursuant to paragraph (a) within thirty (30) days of presentation of a statement from the provider of the service or the lot owner who contracted for the service. In the event any lot owner fails to pay their prorata share within such thirty (30) day period, any other lot owner may commence an action against the non-paying lot owner to recover the balance due together with court costs and attorney's fees.
 - c. **LIEN.** The provider of the service or the contracting lot owner, described in paragraph (b) is

entitled to a construction lien for unpaid amounts due for costs incurred as provided in paragraph (a) hereof by following the procedure as outlined in Title 71, Chapter 3, Part 5, MCA. Such a lien may be foreclosed as a construction lien. The prevailing party shall be entitled to recover costs and attorney's fees.

d. WAIVER. Each lot owner waives the right to protest the creation of an RID for the purpose of improving and/or maintaining the roads that access the subdivision including related right-of-way, drainage structures, and traffic control signs.

e. ARBITRATION. Any disagreement or controversy relating to this agreement shall only be settled by arbitration in accordance with the Montana Uniform Arbitration Act (Section 27-5-111, MCA, et seq.) and the rules of the American Arbitration Association, one Arbitrator, and shall be enforceable in any court having competent jurisdiction.

4. Any development, alteration, or encroachment within the drainage easement is prohibited (if applicable).
5. Any additional utility lines shall be installed underground.
6. A "no access" restriction exists along the north property line of Lots 1, 9, 10, and 11, prohibiting access to Benchmark Road except at the easement for the internal access road.
7. Any exterior lighting shall be arranged and shielded so that the light source can not be seen from adjacent roads or property and so that no direct beam illuminate other private property or public roads, and shall not be visible from beyond the property lines.

Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

Dated at Helena, Montana, this 7 day of Feb., 2000.

610848

PAULETTE DEHART CLK & REC
LEWIS & CLARK CO
HELENA, MT

Robert E. Stephens

Robert E. Stephens

SUBSCRIBED AND SWORN TO before me

this 7th day of February, 2000.

Charles J. White
Notary Public for the State of Montana

Residing at Great Falls, Montana

My Commission Expires 10-25-2003

00 MAR 27 AM 9:06

BOOK M-23 PAGE 2435

BY *Shirley Mcintosh*

1200

FILE: Covenant\BfflloHls.Cov

PREV. EVID. MT 2000

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EXHIBIT G

Buffalo Hills Estates Amended Subdivision - Phase II-34 of 38

RESTRICTIVE COVENANTS FOR BUFFALO HILLS ESTATES APRIL, 1999

The following terms, covenants and restrictions shall each and all be covenants running with the land and shall be binding upon the grantor and the grantees and their respective heirs, personal representatives, successors and assigns and upon all subsequent owners of the real property hereinafter described; and the terms, covenants and restrictions herein contained shall be enforceable by the grantor and by the grantee or by any person or persons who shall hereafter own any interest in any part or parcel in the following described real property.

1. REAL PROPERTY. The real property as to which the terms, covenants and restrictions herein contained apply is situated in the County of Lewis and Clark, State of Montana, and described as follows:

All of Buffalo Hill Estates located in the SE 1/4 of Section 18,
T20N, R6W, Lewis and Clark County, Montana.

2. USE FOR SINGLE FAMILY DWELLING ONLY AND OTHER REGULATIONS. The above-described real property (hereafter referred to as the "Real Property") shall be used for single-family residences only. If the single-family residence is a single story building or a single story with a basement, then there shall be at least 1200 square feet of finished floor space on the main living floor above grade. If the single-family residence is a split-level or a split-entry or any other type of construction where the principal part of the living space is not on the ground floor, then there shall be at least 2000 square feet of finished floor space of which at least 1200 square feet shall be above the average grade. The above measurements shall be exclusive of open porches, garages and carports.

No such dwelling houses shall be occupied for residential purposes until the outside thereof shall be completely finished.

No building, structure, alteration or improvement shall exceed 25 feet in height measured from the average level of the finished grade. Not more than one single-family residence shall be constructed upon any one lot. Nothing contained herein shall prevent or restrict the building of garages or other buildings reasonable appurtenant to the use of the real property for residential purposes.

There shall be no use of the real property or any building constructed thereon for commercial or business use or for use as a motel, hotel or apartment house. The rental of the entire residence shall be permitted as not in violation of these covenants; provided, however, there shall not be rental of individual rooms within the residence.

The said residence may be used for a home occupation provided, however, that not more than twenty percent (20%) of the floor space is involved or used for the home occupation and provided further that the home occupation or business involved is clearly incidental to the use of the building as a single-family residence. In the event of use as a home occupation there shall be no advertising on the premises except for one sign which shall be not more than two square feet to be located on or near the door of the residence, and the home occupation shall be so conducted that there shall not be more than twice as much traffic as if the property were occupied as a residence only.

There shall be no construction of any building within 25 feet of the side boundaries of each lot or within 25 feet of the back boundary of each lot so that the minimum side yard and the minimum back yard will be at least 25 feet. Notwithstanding the above provisions, the owners of a common boundary can waive that provision and may agree between them that either or both owners may so build that there can be construction within 25 feet of their common boundary. Such waiver and agreement shall be duly designed and acknowledged by the owners of the property and recorded in the records of Lewis and Clark County, Montana; provided, however, that in the event of such construction within 25 feet of a boundary and if there is no

objection to such construction for a two year period, then the owners of the adjoining lot with the common boundary shall be deemed to have consented to such construction.

There shall be no construction of any building closer to the front of each lot than the following setback requirements:

<u>Phase I</u>	
1	35'
2	35'
3	35'
4	35'
5	35'
6	35'
7	35'
8	35'
9	35'
10	35'
11	35'

3. TRAILERS, MOBILE HOMES, BASEMENT HOMES AND TEMPORARY STRUCTURES. No structure of a temporary character, including but not limited to trailers, mobile homes, basements, tents, shacks, garages, barns or other outbuildings shall be used upon the real property at any time as a residence. However, owners of lots that are unbuilt on will be allowed to temporarily occupy the lots with a recreational vehicle (self-propelled or pull-type) for a period of no more than 60 days a year. New modular homes are permitted if placed on a permanent concrete foundation and have a two-car garage, preferable attached.

No old buildings, whether intended for use in full or in part as the main residential structure or for use as a garage or other outbuilding shall be moved upon any of the real property.

4. DIVIDING OF INDIVIDUAL LOTS PROHIBITED.

5. NUISANCES, OFFENSIVE ACTIVITIES FORBIDDEN. No discharging of firearms, noxious or offensive activities shall be carried on upon any tract, nor shall anything be done which may be declared or which may become an annoyance or nuisance in the area.

6. MOTOR VEHICLES. Any motor vehicle, which cannot be moved under its own power, may not be left outside on any of the lots for more than four weeks nor left on the roads in said subdivision at any time. All vehicles must have current license plates and registration. On-site parking shall be provided on every lot or tract for all automobiles, trucks and trailers kept by any of the owners of any tract.

7. ANIMALS. No more than two horses may be kept year round per lot. No other animals, livestock, pigs, poultry or fowl of any kind shall be raised, bred or kept on any tracts, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The Homeowners Association shall have the power to limit the grazing on all lots if the lots are being over-grazed.

8. FENCES. No barb-wire, woven wire or smooth wire fences may be constructed on any lots. Fences must be of new materials and of good quality and construction. Fences must be kept in good repair so as to preserve utility and appearance. Commercial chain link fencing of 12 gauge or heavier with steel posts set in concrete will be allowed. One hot electric wire will be allowed in conjunction with any other permanent fence to prevent damage to main fences from horses being kept on premises.

9. NOXIOUS WEEDS. Each lot owner shall keep their acreage free of noxious weeds and pests. These duties shall be performed by each lot owner at their own expense. Each lot owner must comply with Montana County Noxious Weed Management Act under Title 7, Chapter 22, Part 21, M.C.A.

10. WATER RIGHTS. Unless specifically set forth in the deed from the Grantor, Robert Stephens, the deed to any tract of the above-described property shall not convey or transfer any water rights, all of which water rights are reserved to Robert Stephens. This provision shall not prevent the individual lot owners from obtaining water from wells or springs.

11. IMPROVEMENTS. Nothing herein contained shall prevent the Grantor from construction or causing to have constructed, roads, right-of-way, utility facilities, the improvement of springs, streams and wells, the planting of trees, and constructing and maintaining all other improvements.

12. PRESENT OPERATIONS. Nothing herein contained shall prevent the Grantor, or those leasing from the Grantor, from using the unsold portion of the above-described real property for farming, grazing, or other agricultural purposes as it has been used in the past.

13. TERM OF THESE RESTRICTIVE COVENANTS. These restrictive covenants shall remain in full force and effect for 20 years from the date they are filed for record in the office of the Clerk and Recorder of Lewis and Clark County, Montana. After that date, the said covenants shall automatically be extended and shall continue to run with the land until an instrument has been executed by persons owning more than 50% of the total area of the said real property by which instrument it shall be agreed to change the covenants in full or in part. Despite the foregoing provision, persons owning more than 75% of the total area (but not the Grantor herein) may change these Restrictive Covenants at any time by the execution of a document setting forth the change. The instruments above-described shall not be effective until they have been fully acknowledged by all of the persons who sign the same and filed for record in the office of the Clerk and Recorder of Lewis and Clark County, Montana. The Grantor, Robert Stephens, shall not participate in attempting to change these Restrictive Covenants; and the area owned by Robert Stephens shall not be included in the 75% requirement necessary to change the Covenants before that time.

14. ENFORCEMENT. Enforcement of these covenants shall be by procedures at law or in equity against any person or persons violating or attempting to violate any covenants, and the legal proceedings may be either to restrain the violation of the covenants or to recover damages, or both. Each person who has been found by a court of competent jurisdiction to have violated one or more of these covenants shall be liable for all attorney's fees and costs incurred in connection with the litigation. The failure of any owner or owners of any tract or tracts to enforce any of the restrictions set forth in this document at the time of its violation, shall in no event be deemed a waiver of the right to do so thereafter. The restrictions set forth herein shall be personally binding upon any person, persons, or corporations, only with respect to breaches committed during its, his, or their ownership of or title to any of said tracts and any part thereof.

15. EFFECT OF NON-ENFORCEMENT. The failure by any of the parties hereto or of any subsequent tract owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or in any way prejudice the right to enforce that covenant or any other covenant thereafter or to collect damages for any subsequent breach of covenants.

16. EFFECT OF PARTIAL INVALIDATION. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other covenants or provisions, all of which shall remain in full force and effect.

17. INCORPORATION BY REFERENCE. In any conveyance of the above-described real property or of any tract thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to the restrictions and covenants herein contained without setting forth such restrictions and covenants verbatim or in substance in said deed. All of the above-described real property shall be subject to the restrictions and covenants herein set forth whether or not there is a reference to the same in the deed or conveyance.

18. EFFECT OF THESE COVENANTS ON MORTGAGE. A breach of any of the foregoing restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any tract or any portion of the real property or any improvement thereon. However, the said restrictions and covenants shall be binding upon

and inure to the benefit of any subsequent owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

19. PURPOSES OF THESE RESTRICTIVE COVENANTS. The purpose of the foregoing restrictions and covenants is to insure the use of the real property for attractive residences and enjoyable rural living and to secure to each tract owner the full benefit and enjoyment of his property with no greater restrictions upon the free and undisturbed use of his land than is necessary to insure the same advantaged to the other owners. These restrictions and covenants should be interpreted to accomplish these purposes.

20. TRASH AND GARBAGE. No trash, waste, garbage, litter, junk or refuse shall be thrown, dumped or left on any portion of the real property and no burning of the same shall be permitted. Each owner shall provide suitable receptacles for the containment and collection of trash and garbage which must be enclosed or screened or otherwise unexposed to public view. Nothing contained herein shall be construed to prohibit or deny the installation and use of wood burning fireplaces or stoves or patio barbecues.

21. UNDERGROUND ELECTRICITY, TELEPHONE AND CABLE TV. The owners of each individual lot agree to cooperate to aid in bringing underground electricity, telephone and cable TV to the area covered by these Restrictive Covenants. When the suppliers of the above-mentioned services are prepared to furnish such services underground at a cost comparable to what such services cost elsewhere in the general area then the owner of each individual lot agrees to pay his proportionate share of having such facilities installed underground whether or not the individual owner has a residence on said lot at that time. The provisions of this paragraph 21 apply to the individual lot owners. Robert Stephens, the Grantor herein, shall not be obligated to pay for any underground electricity, telephone or cable TV unless he specifically consents thereto.

22. EASEMENTS. Wherever the map or plat referred to in paragraph 1, above, shows or refers to an easement, such easement shall be for a right-of-way for ingress and egress and for the construction, operation, care, maintenance, repair, rebuilding and replacement of all lines, wires, cable, pipe and all other facilities and equipment reasonably used for electricity, natural gas, telephone, cable TV, sewage, water, the drainage of water and for all other utilities. The use or exercise of any easement herein granted shall be reasonable and with a minimum of damage to or interference with the use of the property involved.

23. ROADS, DRAINAGE AND CULVERTS. Roads have been built within a platted easement for the above-described subdivision. It is contemplated that individual owners may build access roads to their own building sites. When such access roads are built and at all times thereafter the individual lot owner shall be responsible to install and maintain a suitable culvert or bridge or such other construction of such size as will allow complete drainage. In addition, each owner shall be responsible to see that the drainage ditch or borrow pit which lies between his property and the public road shall be kept clean and open and shall not interfere with drainage at any time.

24. ALL OWNERS MUST JOIN A HOMEOWNERS ASSOCIATION. Robert Stephens, the Grantor, herein, shall cause to have formed a non-profit corporation under the laws of the State of Montana. The Grantor shall pay all of the costs and fees necessary to have this corporation formed and in existence. However, the qualifications of this corporation as a non-profit corporation under the appropriate provisions of the Internal Revenue Code shall be left to the members of the association after it has been in existence the required length of time. Each owner of a lot in the above-described subdivision, by the acceptance of his deed, agrees to become and shall become a member of that association. Membership shall be limited to the owners of lots in the above-mentioned subdivision unless the members specifically amend the Articles of Incorporation to provide otherwise.

As long as he owns any unsold lots in this subdivision, Robert Stephens shall be obligated to pay only one annual dues and shall be entitled to only one vote as a member of the association.

The Homeowners Association shall have as its purposes the beautification of the area, the planting of trees, shrubs, flowers and grass, the cleaning and care of the borrow pits on the edge of the roads, the elimination of any drainage problems that may occur from time to time, aid in getting cable television to the area, and all other things for the common benefit of the members of this Homeowners Association.

The starting annual dues by the Homeowners Association shall be the sum of \$50.00 per year for each lot owner. The By-laws shall provide that the dues can be raised or lowered or special assessments can be levied by the vote of the Board of Directors or by a majority vote of the members at any regular or special meeting thereof duly called. In voting on all matters, including dues and assessments, each family owning a lot shall be entitled to only one vote. A family owning more than one lot shall be required to pay only one annual dues. All dues and assessments shall be equal for each lot, regardless of the size of the lot or the amount of frontage. As set forth above, the Grantor, Robert Stephens, shall have only one vote and shall pay his dues and assessments as if he owned only one lot.

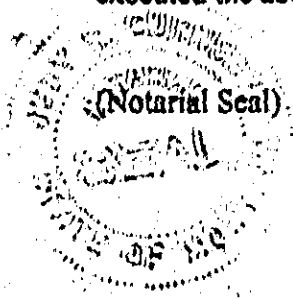
In the event of the nonpayment of dues or assessments by any owner, the Homeowners Association and every member thereof shall have a lien upon the lot and any improvements thereon for the payment of the dues and assessments, together with interest thereon at the rate of 10% per annum from and after the date of delinquency, plus reasonable court costs and attorney's fees.

As lots are sold and resold from time to time, the new owners shall automatically become members of the Homeowners Association and shall have the same rights and obligations as all other members. When a lot is resold, the new purchaser shall be entitle to the benefit of the unused paid up annual dues of the seller, and shall be obligated to pay any unpaid annual dues or assessments.

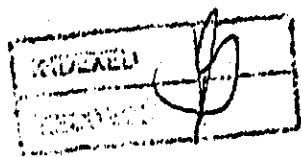
By: Robert E. Stephens, Jr.
Robert E. Stephens, Jr.

State of Montana)
 : ss.
County of Cascade)

On this 24th Day of August, 1999, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Robert E. Stephens, Jr., and acknowledged to me that he executed the above Restrictive Covenants.



John R. Murney
Notary Public for the State of Montana
Residing at Vaughn, Montana
My Commission Expires 7/24/03



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LEWIS & CLARK CO
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BY Staley McHale
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