



ROOM A | 130 6TH STREET WEST
COLUMBIA FALLS, MT 59912

PHONE (406) 892-4391
FAX (406) 892-4413

AGENDA
PLANNING BOARD AND ZONING COMMISSION REGULAR MEETING
TUESDAY, APRIL 11, 2023 BEGINNING AT 6:30 PM
COUNCIL CHAMBERS CITY HALL

CONTACT CITY CLERK BARB STAALAND FOR ZOOM MEETING INFORMATION NO LATER THAN 5:30 PM
THE DAY OF THE MEETING BY CALLING (406) 892-4391 OR EMAIL
STAALANDB@CITYOFCOLUMBIAFALLS.COM

CALL TO ORDER AND ROLL CALL

APPROVAL OF MINUTES:

1. Approval of Regular Meeting Minutes - March 14, 2023

VISITOR OR PUBLIC COMMENT: (An opportunity for the Public to comment on any items not on tonight's agenda)

PUBLIC HEARINGS AND ACTION:

2. Public Hearing - Zoning Map Amendment:

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, April 11, 2023 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on May 1, 2023 starting at 7:00 p.m. in the same location.

Zoning Map Amendment – Christianson: A request by Eric S Christianson to amend the zoning map from the current zoning of CSAG-5 (Suburban Agricultural 5 acre minimum lot size) to CSAG-10 (Suburban Agricultural 10 acre minimum lot size). The property is located at 270 Jorgenson Trail, Columbia Falls and is described as Assessor's Tract 1E (Parcel G of COS 10557) located in Section 19, Township 30 North, Range 20 West, P.M.M., Flathead County.

A. Adopt Staff Report CZC-23-02 as Findings of Fact

B. Recommend Approval of the Zoning Map Amendment to City Council

ADJOURNMENT

Next Regular Planning Board Meeting – TBD

CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD MARCH 14, 2023

Vice Chairman Shepard called the meeting to order at 6:30 p.m.

Present: Smith, Singer, Nelson, Lundgren and Shepard. Absent: Vukonich, Byrd-Rinck, Duffy and Kavanagh.

Also present: City Manager Nicosia, City Attorney Breck, City Clerk Staaland and Contract City Planner Valade.

APPROVAL OF MINUTES:

Nelson made motion to approve the February 14, 2023 Meeting Minutes, seconded by Singer and the motion carried.

PUBLIC HEARINGS AND ACTION:

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, March 14, 2023 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on April 3, 2023 starting at 7:00 p.m. in the same location.

Conditional Use Permit – Sports Bar and Casino:

A request by J & L Golf, Levi LaPrath and Jarred Griffis to open a sports bar with a casino of up to twenty gaming machines. The building in question is located at 605 Nucleus Avenue, Unit B, currently a Hair Salon. The property is zoned CB-4 (Central Business) District and the zoning ordinance requires a Conditional Use Permit for new casinos while bars and restaurants are permitted uses. The property is described as Lots 1 and 2, Block 45 of the Columbia Falls Original Townsite located in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

Donna Valade, Contract Planner presented Staff Report CCU-23-01 as Findings of Fact. Ms. Valade said the State of Montana ties Casinos and Liquor Licenses together by only allowing gaming machines if one purchases a liquor license. The result is casinos like Lucky Lil's buy up many of the liquor licenses which drive the price upwards of ¾ of a million dollars. This in effect forces restaurants and taverns to install gaming machines in order to pay the inflated price of the liquor license. The maximum number of gaming machines in any establishment is 20 machines as set by State Statute. Staff recommends approval of the CUP.

Shepard asked why we need a CUP for gaming machines. City Attorney Breck said it is listed as a Conditional Use Permit.

With no public comments Shepard opened and closed the Public Hearing at 6:35 p.m.

Nelson inquired on page 17 it states there are no off-street parking standards for the CB-4 zone as it would cause half of the historic buildings to be torn down in the downtown area. Nelson said it seems there should be more nuance than a house gets torn down or it won't work. Perhaps going forward there has to be natural ground. City Manager Nicosia said in the CB-4 parking standards the zoning regulations state they have to provide a plan on where employees will park but it is not required. Some of the lots on Nucleus are smaller and longer, and parking

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD MARCH 14, 2023**

may be in the back of the building or non-existent as buildings can be built to the lot line in CB-4. The City cannot pick one use in CB-4 to require parking said Nicosia. Nelson asked if we can require it with review. Nicosia said it would take a change in the zoning regulations.

Singer said she disagrees with downtown parking availability. The business owners do not have adequate parking. Nicosia said staff has reviewed downtown parking and there is available parking. Some of the newer buildings are adding on-site parking for their occupants' parking; it is not required but the developer chose to add parking. Parking is available downtown, it may not be in front of the businesses and folks may have to walk a block but it is available. Singer believes if we want downtown to grow we need to provide parking. City Attorney Breck said the CUP meets the zoning requirements.

Shepard said this is a simple request that meeting zoning requirements.

Nelson asked what the distance from a business that people can smoke. Breck said 30 feet from the business based on the Montana Clean Air Act. Nicosia noted those provisions are enforced by the Health Department.

Nelson motioned to Adopt Staff Report CCU-23-01 as Findings of Fact, seconded by Lundgren with the Board voting as follows. Ayes: Nelson, Smith, Lundgren, Singer and Shepard.

Singer made motion to recommend approval of CUP to City Council, seconded by Smith with the Board voting as follows. Ayes: Lundgren, Singer, Nelson, Smith and Shepard.

MISCELLANEOUS:

The Board and staff had discussion on downtown parking.

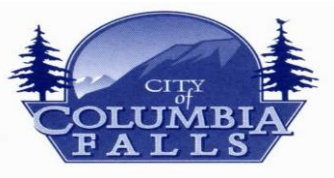
ADJOURNMENT:

Singer motioned to adjourn, seconded by Nelson and the meeting adjourned at 6:55 p.m.

Next Regular Planning Board Meeting – April 11, 2023

Vice Chairman

Clerk



130 6th STREET WEST
ROOM A
COLUMBIA FALLS, MT 59912

PHONE (406) 892-4391
FAX (406) 892-4413

CITY OF COLUMBIA FALLS

NOTICE OF PUBLIC HEARINGS

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, April 11, 2023 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on May 1, 2023 starting at 7:00 p.m. in the same location.

Zoning Map Amendment – Christianson: A request by Eric S Christianson to amend the zoning map from the current zoning of CSAG-5 (Suburban Agricultural 5 acre minimum lot size) to CSAG-10 (Suburban Agricultural 10 acre minimum lot size). The property is located at 270 Jorgenson Trail, Columbia Falls and is described as Assessor's Tract 1E (Parcel G of COS 10557) located in Section 19, Township 30 North, Range 20 West, P.M.M., Flathead County.

Persons may testify at the hearings or submit written comments prior to the meetings. Written comment may be sent to Columbia Falls City Hall, Attention: Barb Staalnd, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. For more information on the proposed zone change, call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

DATED this 16th day of March, 2023.

Susan Nicosia

Susan Nicosia, CPA, MPA, City Manager
COLUMBIA FALLS CITY-COUNTY PLANNING BOARD

Publish: Daily Interlake: **March 26, 2023**

**ZONE CHANGE REQUEST
COLUMBIA FALLS AREA ZONING JURISDICTION
ERIC S. CHRISTIANSON
COLUMBIA FALLS PLANNING OFFICE STAFF REPORT CZC#23-02
March 31, 2023**

A report to the Columbia Falls City-County Planning Board and Zoning Commission and the Columbia Falls City Council regarding a request to amend the zoning classification from CSAG-5 (Suburban Agricultural) to CSAG-10 (Suburban Agricultural) within the Columbia Falls Zoning Jurisdiction. The zone change request is scheduled for a public hearing before the Planning Board on Tuesday, April 11, 2023, at 6:30 P.M. A subsequent hearing will be held by the Columbia Falls City Council May 1, 2023 at 7:00 P.M.

BACKGROUND INFORMATION

A. PETITIONERS

Owner:

Eric S. Christianson
270 Jorgenson Trail
Columbia Falls, MT 59912

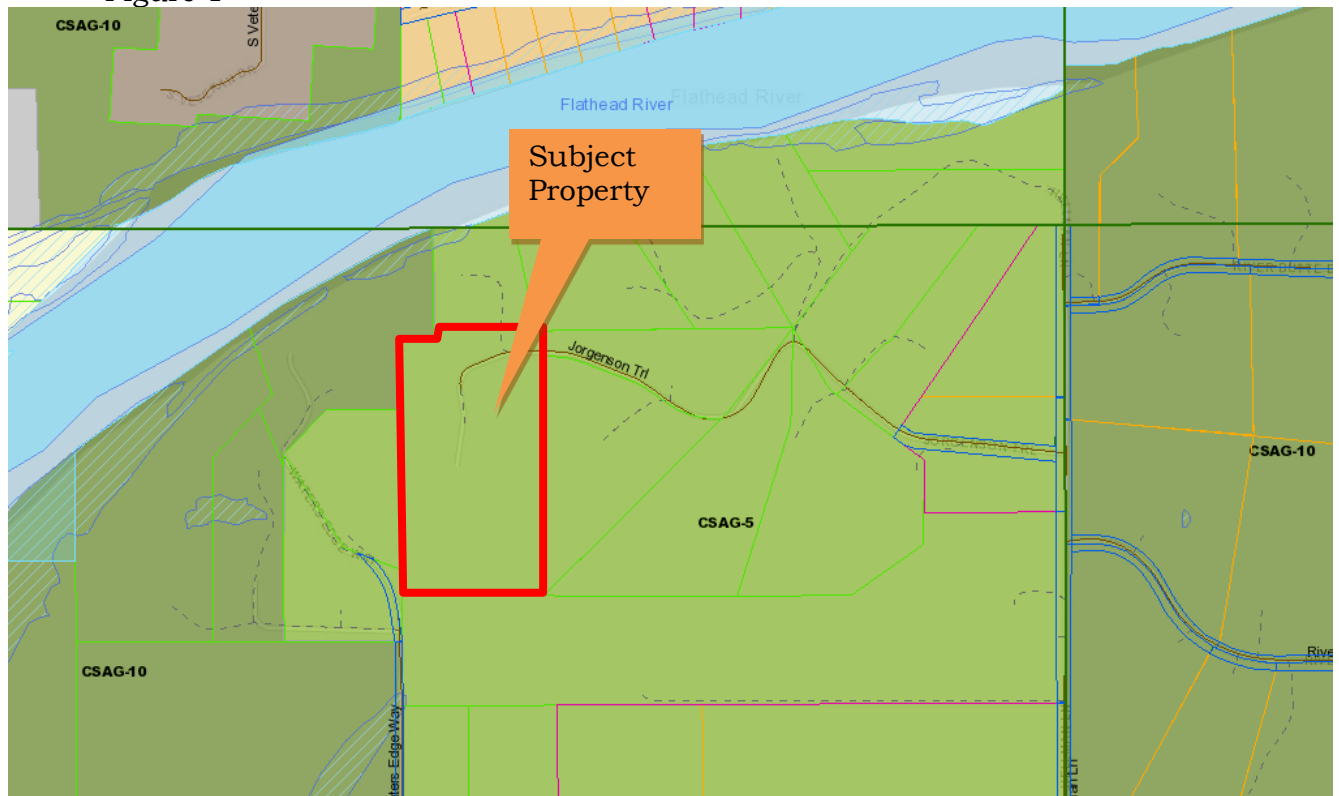
B. LOCATION/DESCRIPTION

The property is located at 270 Jorgensen Trail, Columbia Falls. The 13.67 acre property is described as Parcel G of COS 10557 (Assessor's Tract 1E) in Section 19, T30N, R20W, P.M.M., Flathead County.

C. REQUEST

The request would amend the zoning on this site from CSAG-5 (Suburban Agricultural) to CSAG-10 (Suburban Agricultural). See figure 1. The property is approximately 13.6 acres with a house, barn and corrals.

Figure 1



Flathead County GIS

D. REASON FOR REQUEST

The applicant is requesting the zone change to CSAG-10 so that they can operate a small commercial stable. The CSAG-5 only allows stables for private use. In most other respects, the CSAG-5 and CSAG-10 are nearly identical in that they both allow single family dwellings and the commercial raising of crops and livestock.

E. EXISTING LAND USE

The property has a house, barn, small out-buildings, and corrals.

Figure 2



Source: Flathead County GIS – Photo Layer

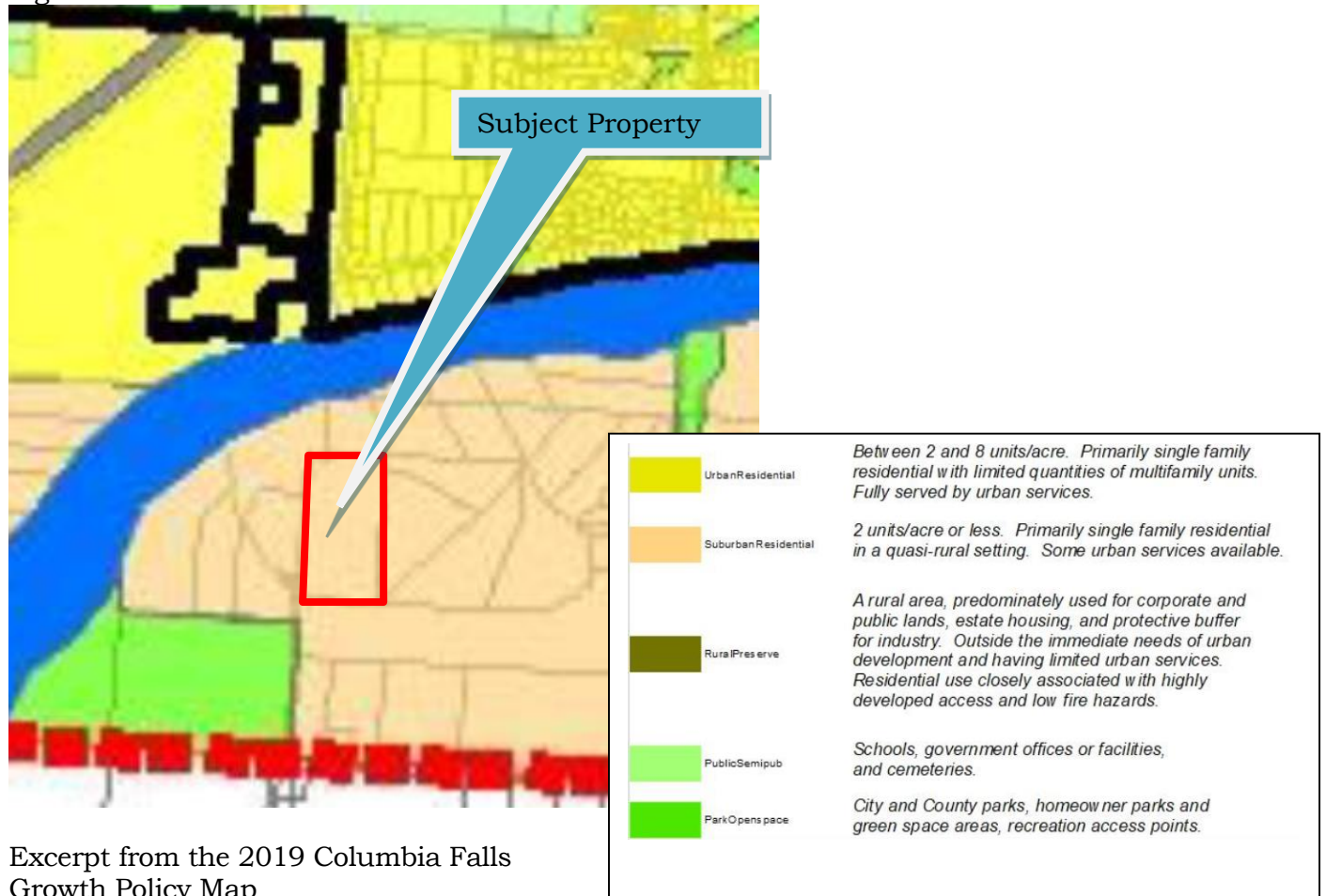
F. ADJACENT ZONING AND LAND USE:

Direction from Site	Current Zoning	Current Use
North	CSAG-5 and SAG-10	Large lot residential
South	CSAG-5	Large Lot residential and small farm/pasture
West	CSAG-5 and CSAG-10	Large Lot Residential
East	SAG-5	Large Lot residential and small farm/pasture

G. GROWTH POLICY DESIGNATION

The Columbia Falls Growth Policy Map designates the subject property for “Suburban Residential” (Figure 3). Suburban Residential is defined as: “2 units or less/acre. Primarily single family residential in a quasi-rural setting. Some urban services available.” The existing CSAG-5 and the proposed CSAG-10 zoning roughly meet the Suburban Residential Growth Policy designation but the SAG is defined in the zoning more as Suburban Agriculture which allows agriculture and livestock as permitted uses in both categories.

Figure 3



H. UTILITIES/SERVICES

<u>Water</u>	The property is served by an individual well.
<u>Sewer</u>	The property is served by on-site septic system
<u>Fire Protection</u>	Badrock Rural Fire District
<u>Police Protection</u>	Flathead County Sheriff's Office
<u>Electricity</u>	Flathead Electric Co-op.

EVALUATION BASED ON STATUTORY CRITERIA

This request is reviewed pursuant to the criteria set forth in Section 76-2-304, M.C.A., and as stated by the Montana Supreme Court. The following findings are made:

1. Does the requested zone comply with the Growth Policy?

The Columbia Falls Growth Policy Map designates the subject property Suburban Residential (Figure 3). The proposed CSAG-10 zoning, like the existing CSAG-5 zoning, is considered a likely zoning classification for the Growth Policy of Suburban Residential.

The Columbia Falls Zoning Regulations define CSAG-5 as:

"A district to provide and preserve smaller agricultural function and to provide a buffer between urban and unlimited agricultural uses, encouraging separation of such uses in areas where potential conflict of uses will be minimized, and to provide areas of estate type residential development."

CSAG-10 is defined as:

"A district to protect and preserve agricultural functions and to provide a buffer between urban and unlimited agricultural uses, encouraging concentration of such uses in areas where potential conflicts of uses will be minimized."

Staff determines that the proposed zoning is consistent with the Growth Policy.

2. Is the requested zone designed to lessen congestion in the streets?

The subject property consists of approximately 13 acres. The proposed CSAG-10 designation would eliminate the potential to subdivide the property while the existing CSAG-5 would allow the applicant to split the property one time. Other than allowing the applicant to operate a stable for the public as opposed to a private stable, the CSAG-5 and CSAG-10 use categories are nearly identical. Although there could potentially be a slight increase in traffic with the commercial stable, that is offset by the lack of subdivision potential.

3. Will the requested zone secure safety from fire, panic, and other dangers?

The property is located in the Badrock Fire District. According to the Flathead GIS Website, the property is mapped within the Wildland Urban Interface as is most everything outside of the City limits. The Suburban Agricultural use is a low impact use for the WUI. The property is not mapped within the 100-year floodplain of the Flathead River (FIRM Panel 1430J).

Figure 4



4. Will the requested change promote the health and general welfare?

The proposed zone change establishes a density of one dwelling unit per ten acres. The property is already developed with a residence, barns, and paddocks. The property has a number of livestock as is allowed in the existing CSAG-5 zoning designation. The only change would be the opportunity for the applicant to board some stock for payment as opposed to for free. At the same time the proposed CSAG-10 would prohibit the applicant from subdivision in the future.

5. Will the requested zone provide for adequate light and air?

The proposed CSAG-10 allows one dwelling per ten acres. The setbacks of the CSAG-10 zone are 30-feet in the front (The CSAG-5 setback is 20-feet) and 20-feet on the sides and rear. Lot coverage is 20% on CSAG-10 (The CSAG-5 lot coverage is 25%). The proposed zoning will provide adequate light and air.

6. Will the requested zone prevent the overcrowding of land?

The proposed zoning reduces the density by half and, in this case, prevents further subdivision.

7. Will the requested zone avoid undue concentration of people?

The existing CSAG-5 allows one dwelling per five acres while the proposed CSAG-10 allows one dwelling per ten acres. With a total of thirteen acres in the subject property the property could not be split by subdivision with the zone change. The applicant wants to operate a small stable and offer a very limited number of riding lessons for a fee, as a side job, which would be allowed with the proposed zone change. This proposed use would add visitors to the property but it would not be an undue concentration. As indicated in figure 1, the zoning map, there are a lot of CSAG-10 zoned properties in the neighborhood and they do not appear to generate an undue concentration of people.

8. Will the requested zone facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?

The proposed zone change does not by itself provide for or require the adequate provisions of infrastructure. As the zone change will not allow further subdivision, there would not be any additional impact on sewer, water, schools or parks. As the existing CSAG-5 currently allows agricultural use along with the keeping, raising and selling of livestock, there would be little increase in stock trailers to the property.

9. Does the requested zone give reasonable consideration to the peculiar suitability of the property for particular uses?

The property is currently used as a residence for the owner and he and his family raise stock on the property. The property contains a large barn along with an arena, chutes and paddocks.

10. Does the requested zone give reasonable consideration to the character of the district?

The subject property is currently zoned CSAG-5 and is surrounded by CSAG-5 and CSAG-10 zoning designations. Neighboring uses include large residential lots, small agricultural farms and pastures, along with the Kokanee Bend Fishing Access. The proposed CSAG-10 fits with the neighboring Suburban Agricultural Uses.

11. Will the new zoning affect property values?

The proposed zoning of CSAG-10 is consistent with use and density with much of the zoning surrounding the property and therefore should have no negative affect on property values.

12. Will the requested zone encourage the most appropriate use of the land throughout the municipality?

The subject property is on the edge of the Columbia Falls Zoning and Planning jurisdiction. Many of the uses on the edge of the zoning district are suburban agricultural in nature. The Columbia Falls Zoning Regulations define the CSAG-10 designation as a buffer or transitional zone between more intensive agricultural uses and urban uses. The proposed zoning designation is an appropriate use given that the entire neighborhood is a mix of CSAG-5 and CSAG-10 zoning.

RECOMMENDATION

Staff finds that the subject sufficiently meets the adopted review criteria to be rezoned from CSAG-5 to CSAG-10. Staff recommends that the Columbia Falls Planning Board adopt staff report CZC-23-02 as findings of fact as the first motion. As a second motion staff proposes that the Planning Board send a recommendation of approval for the zone change to the Columbia Falls City Council.



130 6TH STREET WEST
ROOM A
COLUMBIA FALLS, MT 59912

Planning Department

PHONE (406) 892-4391

FAX (406) 892-4413

PAID

Item No.2.

MAR 03 2023

CITY OF COLUMBIA FALLS

RECEIVED

MAR 03 2023

CITY OF COLUMBIA FALLS

PETITION FOR ZONING MAP AMENDMENT

FILING FEE ATTACHED \$ _____

Zone Change Base Fee \$1000
For first 80 acres \$ 25/acre
For each add'l acre over 80 \$ 10/acre
Certified Owner's List \$75
Per each address on list \$5/ea. address

NAME OF APPLICANT: Eric S. Christianson

MAIL ADDRESS: 270 JORGENSEN TRL

CITY/STATE/ZIP: COLUMBIA FALLS MT 59912 PHONE: 406-250-6217

INTEREST IN PROPERTY: owner

PLEASE COMPLETE THE FOLLOWING:

- A. Address of the property: 270 JORGENSEN TRL
- B. Legal Description: (Subdivision Name, Lot & Block and/or Tract Number
(Section, Township, Range)
3020X19-XXX-1E
- (Attach sheet for metes and bounds)
- C. Land in zone change (ac)
13.7+/-
- D. The present zoning of the above property is: CSAG-5
- E. The proposed zoning of the above property is: CSAG-10
- F. State the changed or changing conditions that make the proposed amendment necessary:
Landowner has constructed a large shop/barn and wishes to be able to board/breed horses as extra income. Subject property is currently being used for agricultural/livestock purposes. CSAG-5 does not allow for certain commercial livestock uses but CSAG-10 does permit them.

HOW WILL THE PROPOSED CHANGE ACCOMPLISH THE INTENT AND PURPOSE OF:

A. Promoting the Growth Policy**see attached narrative**

B. Lessening congestion in the streets and providing safe access**see attached narrative**

C. Promoting safety from fire, panic and other dangers**see attached narrative**

D. Promoting the public interest, health, comfort, convenience, safety and general welfare**see attached narrative**

E. Preventing the overcrowding of land**see attached narrative**

F. Avoiding undue concentration of population**see attached narrative**

G. Facilitating the adequate provision of transportation, water, sewage, schools, parks and other public facilities**see attached narrative**

- H. Giving reasonable consideration to the character of the district
see attached narrative

- I. Giving consideration to the peculiar suitability of the property for particular uses
see attached narrative

- J. Protecting and conserving the value of buildings
see attached narrative

- K. Encouraging the most appropriate use of land by assuring orderly growth
see attached narrative

The signing of this application signifies approval for Columbia Falls Planning staff to be present on the property for routine monitoring and inspection during approval process.

Eui I. Chittora
(Applicant Signature)

3-2-23
(Date)

APPLICATION PROCESS**APPLICABLE TO ALL ZONING APPLICATIONS:****A. Pre-Application Meeting:**

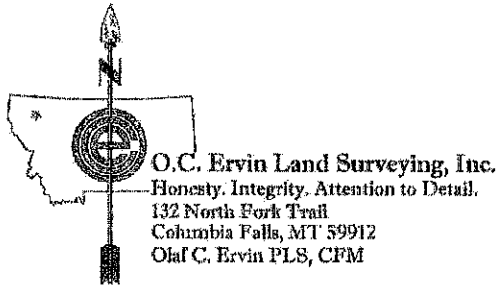
A discussion with the planning director or designated member of staff must precede filing of this application. Among topics to be discussed are: Growth Policy compatibility with the application, compatibility of the proposed zone change with surrounding zoning classifications, and the application procedure.

B. Completed application form.

C. The application must be accepted as complete by the Columbia Falls Planning staff **thirty-five (35) days prior to the date of the planning board meeting at which it will be heard in order that requirements of state statutes and the zoning regulations may be fulfilled.**

E. Application Contents:

1. Petition for zone change signed by the real property owners representing at least 65% of the land area for which the change in zoning classification is sought.
2. A map showing the location and boundaries of the property.
3. A title report of the subject property.



A. Promoting the Growth Policy

The proposed map amendment is in harmony with the growth policy and is consistent with both the size/density and use stipulated in the policy. Reclassification as CSAG-10 will in no way be a detriment to the Growth Policy. The current CSAG-5 zoning is only slightly different than the proposed CSAG-10.

B. Lessening congestion in the streets and providing safe access

The effect of the proposed amendment on access and traffic congestion will be negligible. The impetus for this request is to allow for boarding/stables. The land is already being utilized in essentially this way.

C. Promoting safety from fire, panic and other dangers

The proposed project is not anticipated to have any detrimental effect on the above-listed conditions. The subject property has 2 separate ingress/egress roads significantly lessening any danger from fire, panic, etc.

D. Promoting the public interest, health, comfort, convenience, safety and general welfare

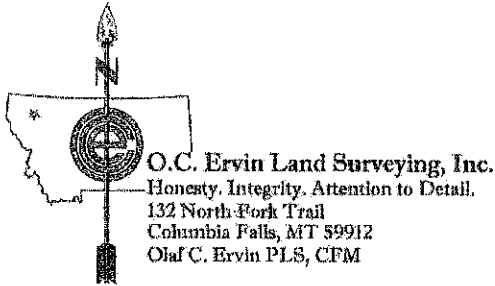
The subject property is appropriately situated so as to be a reasonable location for limited agricultural use. The property is adequately sized to allow for required facilities. Utilities are readily available. The property has direct access to 2 maintained roads.

E. Preventing the overcrowding of land

The proposed map amendment would have the effect of lessening the future overcrowding of the land by limiting subdivision development.

F. Avoiding undue concentration of population

The proposed map amendment is in harmony with the growth policy and is also consistent with both the size and use of essentially all adjoining properties. The proposed map amendment would have the effect of limiting subdivision development and consequently population concentration.



G. Facilitating the adequate provision of transportation, water, sewage, schools, parks and other public facilities

The proposed project is not anticipated to have any detrimental effect on the above listed conditions. Any new sanitary facilities would be subject to review and approval by the Flathead County Health Department and/or Montana DEQ.

H. Giving reasonable consideration to the character of the district

The proposed amendment is consistent with both the size and use of essentially all adjoining properties.

I. Giving consideration to the peculiar suitability of the property for particular uses

The subject property is appropriately situated so as to be a reasonable location for limited agricultural use. The property is adequately sized to allow for required facilities. Utilities are readily available. Livestock facilities are already in place on the property.

J. Protecting and conserving the value of buildings

All existing buildings/structures are to be maintained. No changes to existing buildings are hereby proposed.

K. Encouraging the most appropriate use of land by assuring orderly growth

The proposed map amendment is in harmony with the growth policy and will not affect the orderly growth of the neighborhood in any foreseeable way. The proposed map amendment would have the effect of limiting subdivision development and consequently unwanted growth.



Insured Titles
 44 4th Street West/P.O. Box 188
 Kalispell, MT 59901
 Phone: (406)755-5028 / Fax: (406)755-3299

PR: AFFGRP

Ofc: 0067 (5255)

Invoice

To: Eric S. Christianson

Invoice No.: 5255 - 671013647

Date: 03/02/2023

Our File No.: 1084423-FT

Title Officer: Kelley Hill

Escrow Officer:

Customer ID: AD1070801

Liability Amounts

Attention:

Your Ref.:

RE: **Property:**
 270 Jorgenson Trl., Columbia Falls, MT 59912

Buyers: Eric S. Christianson

Sellers:

Description of Charge	Invoice Amount
Guarantee-Subdivision Guarantee	\$150.00

INVOICE TOTAL**\$150.00****Comments:****Thank you for your business!***To assure proper credit, please send a copy of this Invoice and Payment to:**Attention: Accounts Receivable Department**LB# 1083, Insured Titles, PO Box 35146**Seattle, WA 98124-5146*

GUARANTEE

Issued by

Insured Titles

44 4th Street West/P.O. Box 188, Kalispell, MT 59901

Title Officer: Kelley Hill

Phone: (406)755-5028

FAX: (406)755-3299



First American Title™

Item No.2.

Form 5010500 (7-1-14)

Guarantee Number: 501055-

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY



First American Title™

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

Item No.2.

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

GUARANTEE CONDITIONS AND STIPULATIONS**1. DEFINITION OF TERMS.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice

3. NO DUTY TO DEFEND OR PROSECUTE.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate

any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay. Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)**Exclusions From Coverage of This Guarantee.**

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company,

the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**



First American Title

Guarantee

Subdivision Guarantee

Item No.2.

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5010500-1084423-FT

Subdivision or Proposed Subdivision: FOR ZONING PURPOSES

Order No.: 1084423-FT

Reference No.:

Fee: \$150.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY GUARANTEES:

Eric S. Christianson

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH FLATHEAD COUNTY SUBDIVISION REGULATIONS,

in a sum not exceeding \$5,000.00.

THAT according to those public records which, under the recording laws of the State of Montana, impart constructive notice of matters affecting the title to the lands described on the attached legal description:

PARCEL G OF CERTIFICATE OF SURVEY NO. 10557, LOCATED IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

(A) Parties having record title interest in said lands whose signatures are necessary under the requirements of Flathead County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

Eric S. Christianson

(B) Parties holding liens or encumbrances on the title to said lands are:

1. Deed of Trust , to secure an original indebtedness of \$532,000.00, dated March 17, 2022 and any other amounts and/or obligations secured thereby
Recorded: March 23, 2022, as Doc. No. 2022-000-07576
Grantor: Eric S. Christianson
Trustee: Insured Titles
Beneficiary: Valley Bank of Kalispell

(C) Easements, claims of easements and restriction agreements of record are:

2. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Flathead to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Flathead County.

3. 2023 taxes and special assessments are an accruing lien, amounts not yet determined or payable.

The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

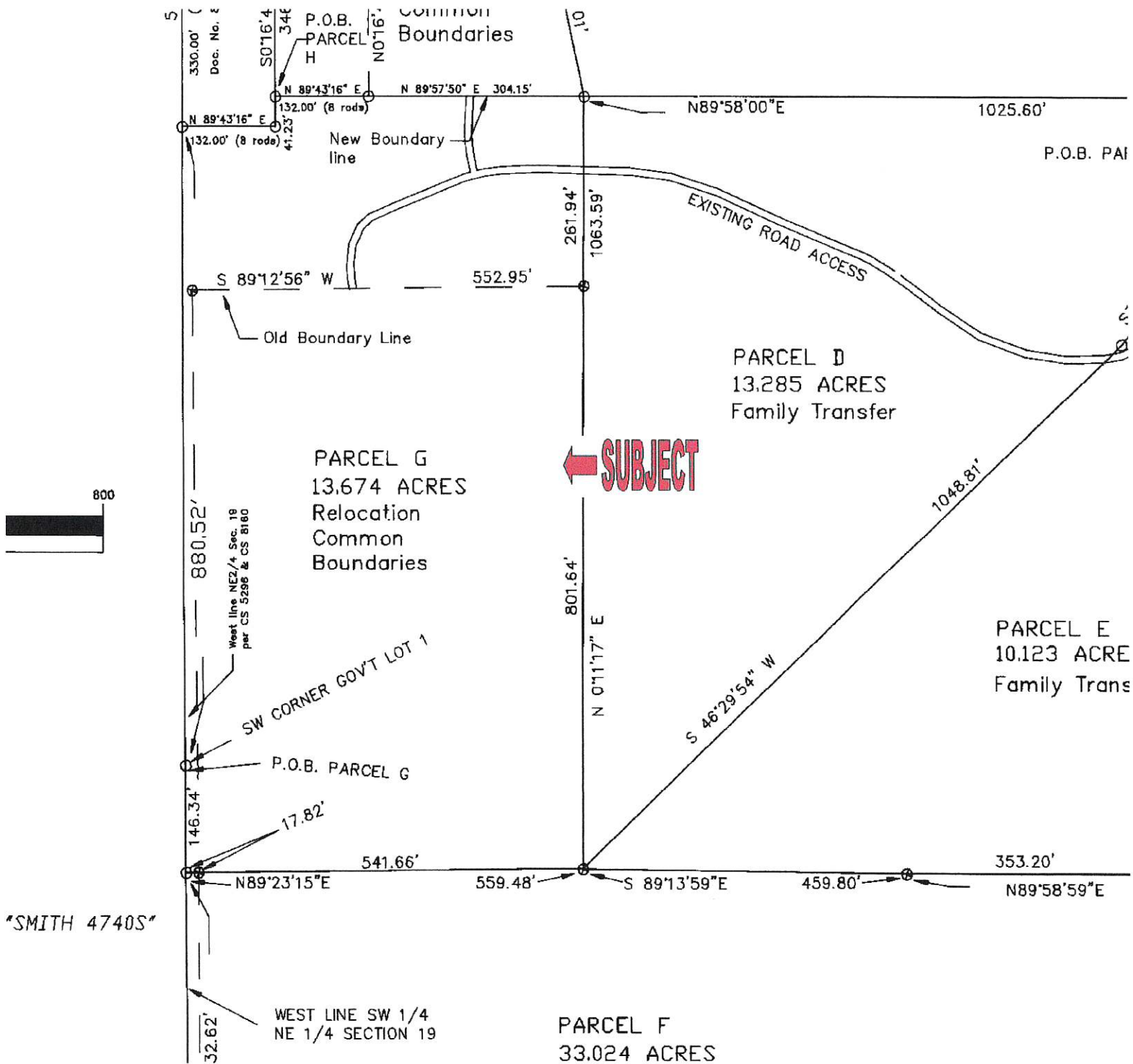
Year	First Half / Status	Second Half / Status	Parcel Number	Covers
2022	\$1097.18 PAID	\$1097.13 UNPAID	0976194	Subject Land

4. Easement for electric transmission and distribution line granted to Flathead Electric Cooperative, Inc., recorded September 23, 1987 as Instrument No. 87-266-13430.
5. Easement for electric transmission and distribution line granted to Flathead Electric Cooperative, Inc., recorded September 23, 1987 as Instrument No. 87-266-14150.
6. Easement for roadway granted to Roy A. Jorgenson and Lori L. Jorgenson, previously known as Lorie L. Lucas, recorded June 19, 1991 as Instrument No. 91-171-10250.
7. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Certificate of Survey(s) No. 10557, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 USC 3604 (c).
8. Provisions contained in that Certificate, executed by the State of Montana, Department of Health and Environmental Services.
9. Easement for telephone wires, towers, poles, props, guys, anchors and other supports and/or underground facilities granted to Pacific Telecommunications Inc., recorded May 29, 1992 as Instrument No. 92-150-13080.
10. Boundary Line Agreement upon the terms, conditions and provisions contained therein:
Parties: Eric S. Christianson and Lynsee N. Christianson, Richard F. Suttle, Justin Charles Misener and Kathy Lee Misener
Recorded: October 31, 2016, as Instrument No. 2016-000-24112 and being re-recorded on November 9, 2016 as Instrument No. 2016-000-24937
11. Easement to provide a non-exclusive access easement over and across Parcel 2 of Certificate of Survey No. 17509 granted to Eric S. Christianson, Lynsee N. Christianson and Richard F. Suttle, recorded January 24, 2017 as Instrument No. 2017-000-01680 and being re-recorded on October 10, 2017 as Instrument No. 2017-000-25266.
12. Boundary Line Agreement upon the terms, conditions and provisions contained therein:
Parties: Eric S. Christianson, Lynsee N. Christianson, Richard F. Suttle, Travis Marx and Darra Marx
Recorded: January 24, 2017, as Instrument No. 2017-000-01681

Date of Guarantee: February 27, 2023 at 7:30 A.M.

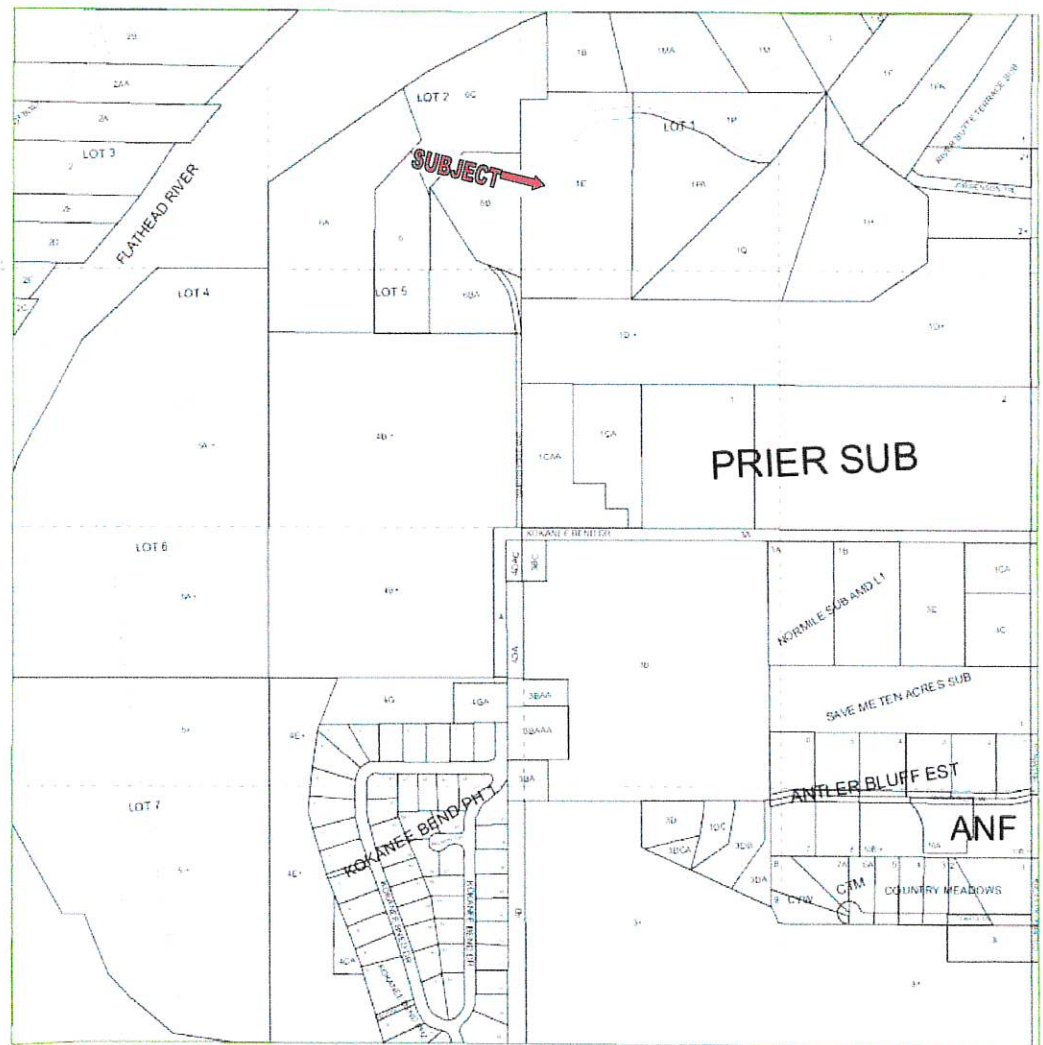
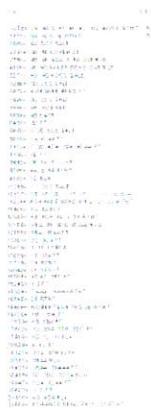
By: 
Authorized Countersignature

"This plat is provided solely for the purpose of assisting in locating the land and the Company assumes no liability for variations, if any, with actual survey." Insured Titles



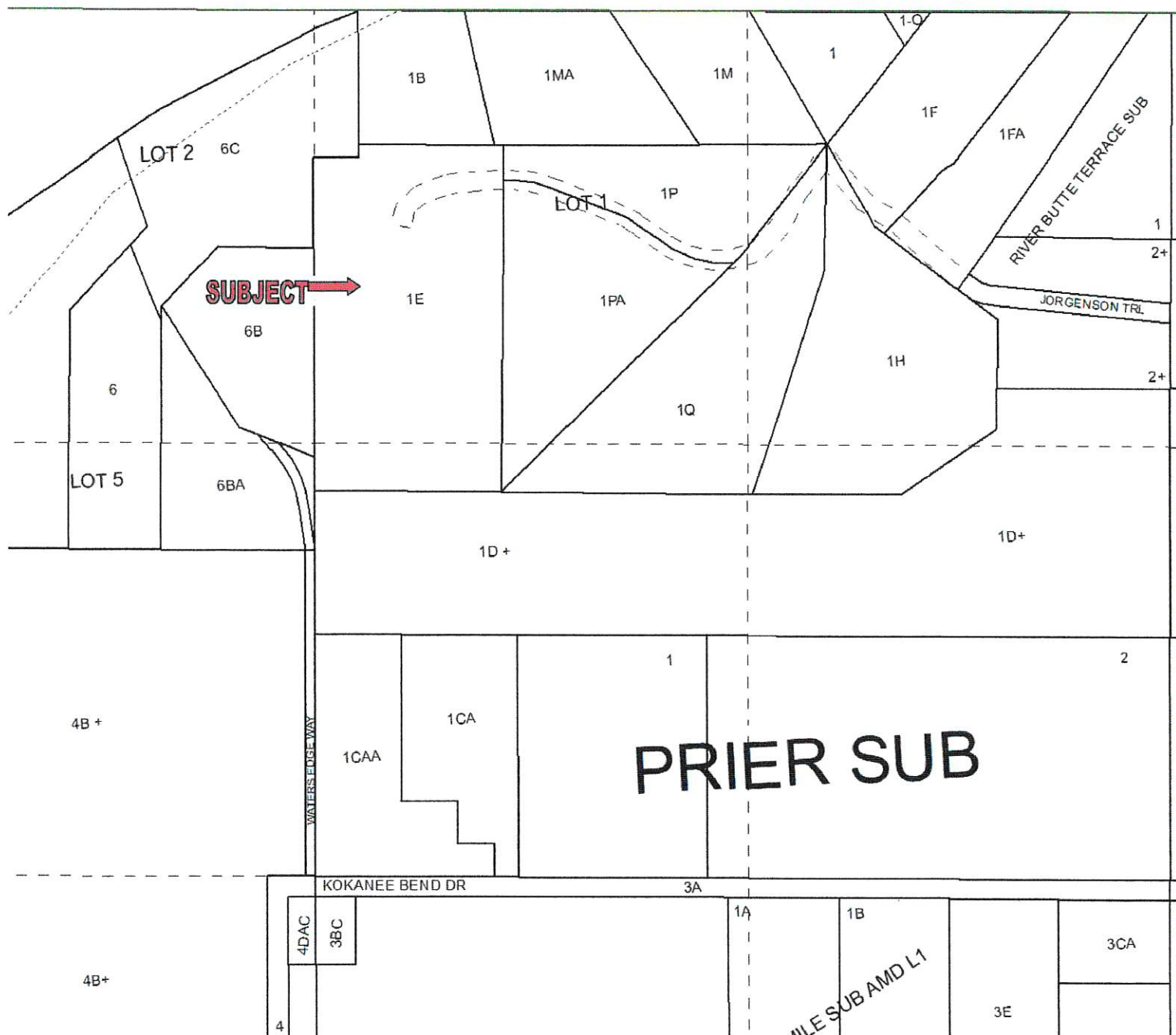
SCALE 1" = 400'

"This plat is provided solely for the purpose of assisting in locating the land and the Company assumes no liability for variations, if any, with actual survey." Insured Titles



4/6/21

"This plat is provided solely for the purpose of assisting in locating the land and the Company assumes no liability for variations, if any, with actual survey." Insured Titles

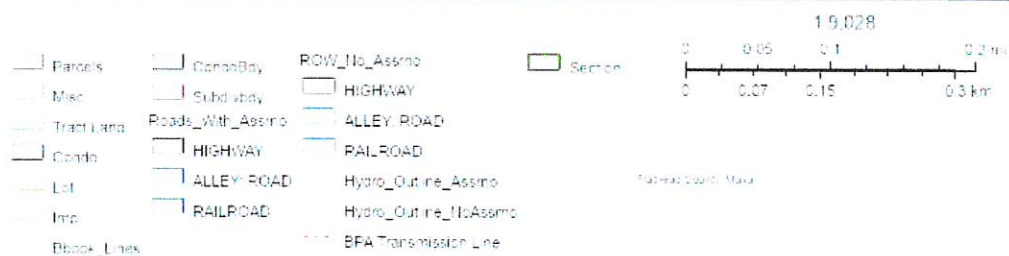




270 Jorgenson Trail

Area of Interest (AOI) Information

Feb 21 2023 6:04:38 Mountain Standard Time



Summary

Name	Count	Area(ft²)	Length(ft)
Ownership	1	N/A	N/A
Property Identifiers	1	N/A	N/A
Property Address	1	N/A	N/A
Legislative Districts	1	N/A	N/A
Commissioner District	1	N/A	N/A
100 Year Flood Plain	0	N/A	N/A
500 Year Flood Plain	0	N/A	N/A
County Zoning	0	N/A	N/A
Neighborhood Plan	0	N/A	N/A

Ownership

#	Owner Type	Owner	Mailing Address	Area(ft²)
1	Owner	CHRISTIANSON, ERIC S	270 JORGENSEN TRL COLUMBIA FALLS MT 59912	N/A

Property Identifiers

#	Tract ID	Assessor Number	Geocode	Area(ft²)
1	3020X19-XXX-1E	0976194	07418619101070000	N/A

Property Address

#	Address	City, State, Zip	Count
1	270 JORGENSEN TRL	COLUMBIA FALLS MT 59912	1

Legislative Districts

#	Precinct	House District	Senate District	Area(ft²)
1	21	4	2	N/A

Commissioner District

#	District Number	District Representative	Area(ft²)
1	1	Brad Abell	N/A



O.C. Ervin Land Surveying, Inc.
Honesty. Integrity. Attention to Detail.
132 North Fork Trail
Columbia Falls, MT 59912
Olaf C. Ervin PLS, CPM

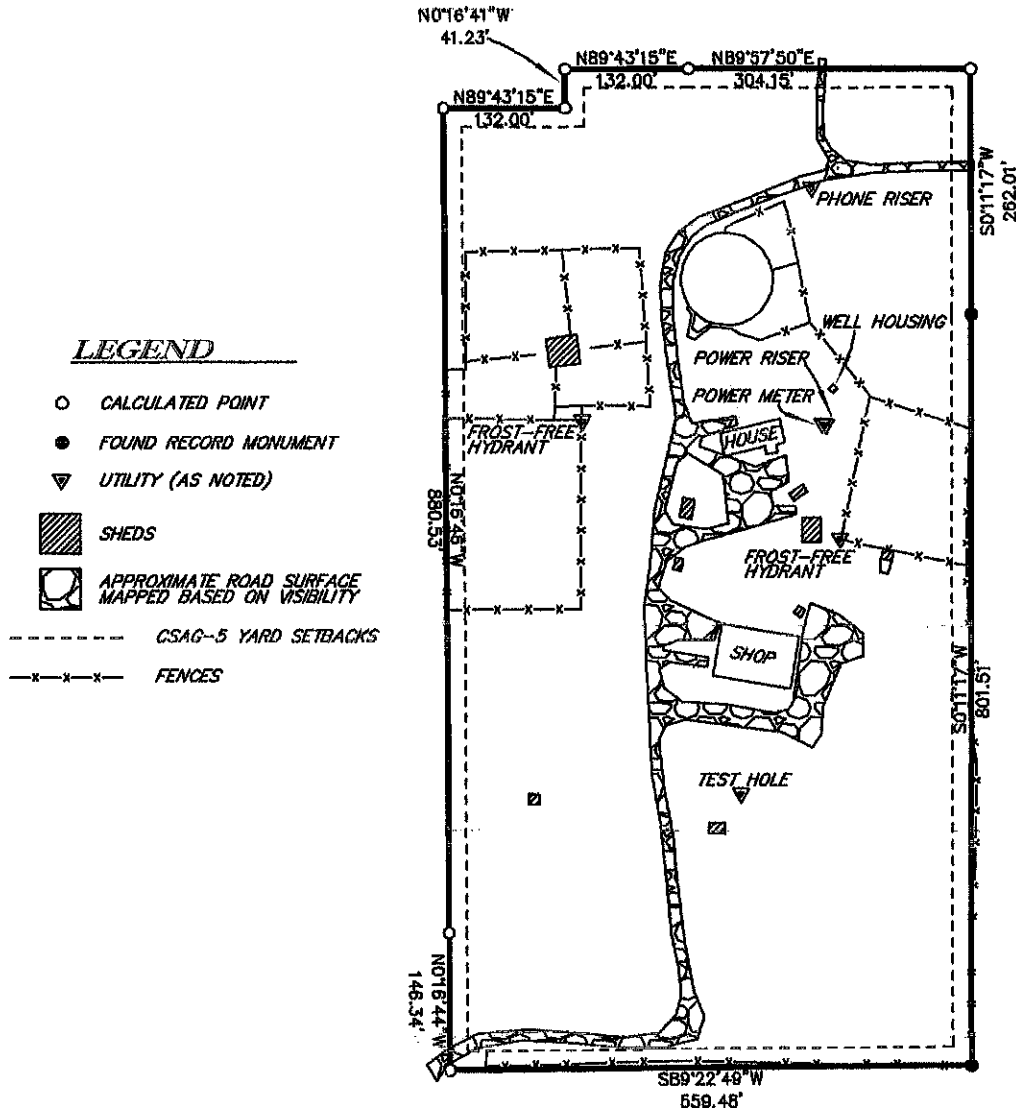
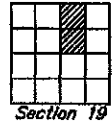
270 Jorgenson Trail

W1/2, NE1/4, Section 19, T.30N, R.20W, P.M.M.,
Flathead County, Montana



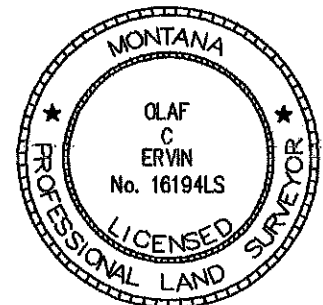
Scale 1 inch = 200 feet
Basis of Bearings = GPS/GNSS Observation

PURPOSE: Zone Change Application
Site Map



CERTIFICATE OF SURVEYOR

[Signature]
REGISTRATION NUMBER 16194LS
APPROVED 02-22-2023

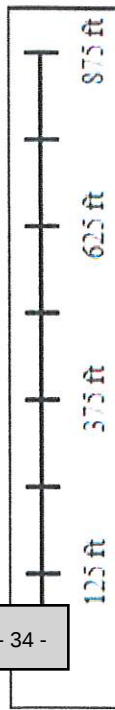


For: Eric S. Christianson
Owner: Eric S. Christianson
Date: February, 2023

270 Jorgenson Trail



O.C. Ervin Land Surveying, Inc.





Planning Department

130 6TH STREET WEST
ROOM A
COLUMBIA FALLS, MT 59912

PHONE (406) 892-4391

FAX (406) 892-4413

Item No.2.

March 22, 2023

Re: Public hearing notice for a Zoning Map Amendment from CSAG-5 to CSAG-10.

Dear Adjacent Property Owner:

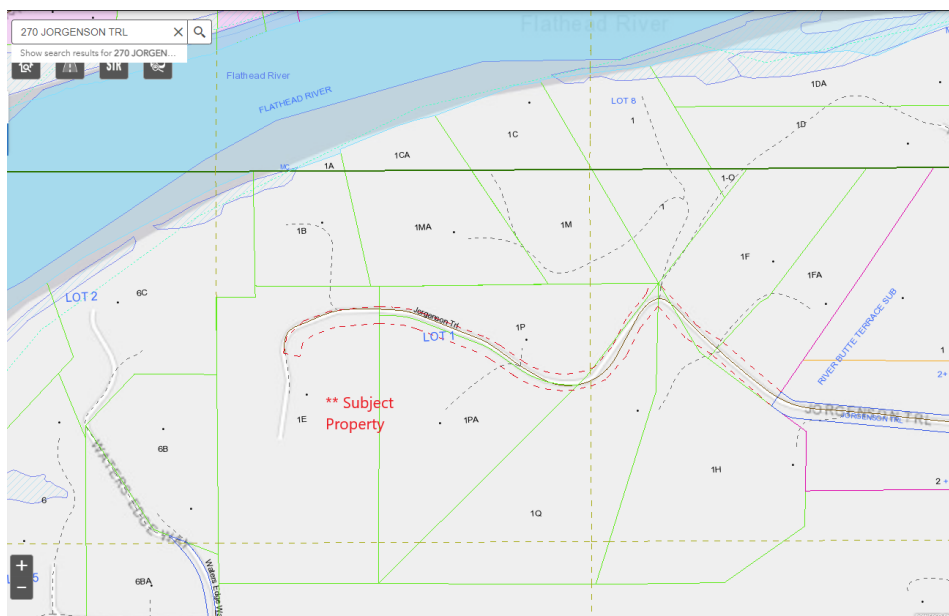
Our records indicate that you are the owner of property within 150-feet of the proposed project.

As the Planning Staff for the Columbia Falls Planning Jurisdiction, I am writing to provide you with a notice of a public hearing that involves a request by Eric S Christianson to amend the zoning map from the current zoning of CSAG-5 (Suburban Agricultural 5 acre minimum lot size) to CSAG-10 (Suburban Agricultural 10 acre minimum lot size). The applicant states that he wants to board and breed horses on his 13 acre property and the CSAG-5 does not allow for commercial stables while the CSAG-10 does allow commercial stables as a permitted use.

If you have question or comments concerning this matter, please call, visit or write me at City Hall. For written comment to be included in the Planning Board packet, it needs to be submitted to the City Clerk, 130 6th Street West, Columbia Falls, MT 59912 no later than Thursday April 6th, 2023 or by email: staalandb@cityofcolumbiafalls.com. Written or emailed comment may be provided up to 5:00 pm on the day of the hearing, it will just be passed out at the hearing. You are also invited to present verbal or written testimony during the public hearing on April 11, 2023.

Sincerely,

Eric H. Mulcahy, City Planner



CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARINGS

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, April 11, 2023 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on May 1, 2023 starting at 7:00 p.m. in the same location.

Zoning Map Amendment – Christianson: A request by Eric S Christianson to amend the zoning map from the current zoning of CSAG-5 (Suburban Agricultural 5 acre minimum lot size) to CSAG-10 (Suburban Agricultural 10 acre minimum lot size). The property is located at 270 Jorgenson Trail, Columbia Falls and is described as Assessor's Tract 1E (Parcel G of COS 10557) located in Section 19, Township 30 North, Range 20 West, P.M.M., Flathead County.

Persons may testify at the hearings or submit written comments prior to the meetings. Written comment may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. For more information on the proposed zone change call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEAR-
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Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiainfalls.com. For more information on the proposed zone change, call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

DATED this 16th day of March, 2023.

Susan Nicosia
Susan Nicosia, CPA, MPA, City Manager
COLUMBIA FALLS CITY-COUNTY PLANNING BOARD

March 26, 2023
MNAXLP

STATE OF MONTANA

FLATHEAD COUNTY

AFFIDAVIT OF PUBLICATION

MARY BOOTH BEING DULY SWORN, DEPOSES AND SAYS: THAT SHE IS THE LEGAL CLERK OF THE **DAILY INTER LAKE** A DAILY NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED IN THE CITY OF KALISPELL, IN THE COUNTY OF FLATHEAD, STATE OF MONTANA, AND THAT NO. 29296

LEGAL ADVERTISEMENT WAS PRINTED AND PUBLISHED IN THE REGULAR AND ENTIRE ISSUE OF SAID PAPER, AND IN EACH AND EVERY COPY THEREOF ON THE DATES OF MARCH 26, 2023

AND THE RATE CHARGED FOR THE ABOVE PRINTING DOES NOT EXCEED THE MINIMUM GOING RATE CHARGED TO ANY OTHER ADVERTISER FOR THE SAME PUBLICATION, SET IN THE SAME SIZE TYPE AND PUBLISHED FOR THE SAME NUMBER OF INSERTIONS.

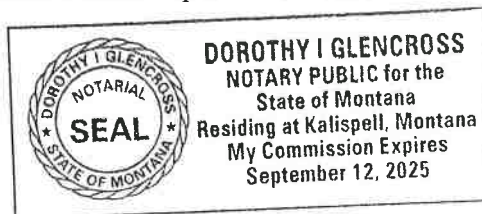
Mary Booth

Subscribed and sworn to
Before me this, March 26, 2023

Dorothy I. Glencross

Dorothy I. Glencross

Notary Public for the State of Montana
Residing in Kalispell
My commission expires 9/12/2025



RECEIVED

APR 01 2023

CITY OF COLUMBIA FALLS

Item No.2.

Columbia Falls Planning Department
 130 6th Street West, Room A
 Columbia Falls, MT 59912

April 2, 2023

Scott Allen and Tracy Ammerman
 (temporary mailing address)
 PO Box 8
 Moose, WY 83012
 (permanent address)
 1030 Waters Edge Way
 Columbia Falls, MT 59912

Dear Mr. Mulcahy,

We understand that Mr. Eric Christianson, of 270 Jorgenson Trail, Columbia Falls, MT is requesting to amend the zoning of his property from CSAG-5 to CSAG-10. This would change the use of the property from residential agricultural use to commercial agricultural use. We do not oppose Mr. Christianson's use of the property for residential agricultural use, however, we **do oppose** commercial livestock operations immediately adjacent to a residential community and request that the amendment be denied.

One of the criteria on the application for the zoning change is, "Giving reasonable consideration to the character of the district." The answer to that question on the application is, "The proposed amendment is consistent with both the size and use of essentially all adjoining properties." ***That statement is false.*** Although the adjoining two properties to east (1) and south (1) might also be zoned as CSAG-10, the four properties that adjoin to the north (1) and west (3) are all zoned as CSAG-5, with three of those properties approximately five acres or less. Amending the zoning for 270 Jorgenson Trail will have the potential to ***significantly negatively impact*** the four residential properties that are all immediately adjacent to Mr. Christianson's, if he chooses to use his land for commercial livestock/agricultural purposes. Such impacts could include: foul odors from additional animal manure (beyond the livestock that is already on site); noise impacts from heavy equipment and from conducting commercial operations on site; increased commercial traffic into a residential area; as well as increased light pollution. All of these noted issues will ***degrade the character of these properties***, as well as cause the corresponding ***property values to decrease***. Decreased property values will have ***very negative implications for those property owners***, as well as reduced real estate tax income to the county.

Additional financial burden to the adjacent property owners will also be a direct result of increased traffic on Waters Edge Way, which is a private road. The previous owner of our property on Waters Edge Way granted a 20-foot wide easement to Mr. Christianson across what is now our property. Although

the easement was granted, there is no written legal right that allows Mr. Christianson use of Waters Edge Way. Since Mr. Christianson constructed the easement, he uses Waters Edge Way as the primary ingress/egress to his property. Vehicle traffic to his property via Waters Edge Way now exceeds all the traffic combined for the five other residents that use and maintain that private road. There has been notable and significantly increased damage to the road, of which the **residents of Waters Edge Way are responsible for upkeep.**

Thank your for notifying us of Mr. Christianson's proposal. Again, we do not oppose the current us of his property, but we **strongly oppose** his request to amend the current zoning and its allowances. Please deny his request for zoning change due to the **negative impacts to the character of adjacent properties.**

Thank you for your time and consideration.

Scott B. Allen

Tracy L. Ammerman

B Staaland

From: anthony copper <a.w.copper@gmail.com>
Sent: Thursday, April 6, 2023 12:12 PM
To: B Staaland
Subject: Christianson CSAG-10 Request

Attention Barb Staaland
City Clerk

RECEIVED
APR 06 2023
CITY OF COLUMBIA FALLS

Dear Planning Board,

I am writing in opposition to my neighbor, Eric S. Christianson's request for approval from CSAG-5, to CSAG-10, to establish a commercial horse boarding and breeding center!

The character of this area neighborhood is residential, and approving this zoning change for the purpose of a commercial business would dramatically change the lifestyle of the established neighborhood in Waters Edge Way. Pollution of water, air and noise would have an environmental adversity and reduce our property values.

Mr Christianson doesn't even use his own established driveway depicted on the map! He uses our private driveway on Waters Edge Way! The increased volume of traffic will incur more wear and tear to our private roadway, further increasing the cost for repair and maintenance for the five families responsible for upkeep of the private roadway to our properties. The driveway is a single track gravel road with minimal shoulder width to allow for passing of oncoming traffic along most of the route, and in some cases, none at all. This will increase the risk of safety hazards to pedestrians and potential vehicle damage.

I ask that you deny this request!

v/r, Tony Copper
307-200-1760
a.w.copper@gmail.com