



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, DECEMBER 12, 2023 BEGINNING AT 6:30 PM
COUNCIL CHAMBERS CITY HALL

VIRTUAL MEETING REGISTRATION: PLEASE CONTACT CITY CLERK BARB STAALAND NO LATER THAN 5:30 PM THE DAY OF THE MEETING TO OBTAIN THE VIRTUAL MEETING LINK BY CALLING (406) 892-4391 OR EMAILING staalandb@cityofcolumbiafalls.com

CALL TO ORDER AND ROLL CALL

APPROVAL OF MINUTES:

1. Approval of Regular Meeting Minutes - September 12, 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 - Zone Change within Columbia Falls Jurisdiction - CR-3 to CB-2:**

Request to change the zoning from CR-3 (One-Family Residential) to CB-2 (General Business) in the Columbia Falls Zoning Jurisdiction:

The owner/applicant, Boys and Girls Club of Glacier Country, Inc., is requesting a zone change at 165 Veterans Drive in the Columbia Falls area from the current CR-3 (One-Family Residential) to a CB-2 (General Business) designation. The property has a Commercial designation in the Columbia Falls Growth Policy and will be the future home of the Boys and Girls Club in Columbia Falls. The property is described as Lot 2, of Saint Richards Subdivision in Section 18, Township 30 North, Range 20 West, P.M.M., Flathead County.

- Adopt Staff Report CZC-23-02 as Findings of Fact
- Recommend Approval of Zone Change to City Council

ADJOURNMENT

Next Regular Planning Board Meeting – TBD

REGULAR MEETING – 6:30 PM.

Chairman Vukonich called Meeting to order at 6:32 PM

PRESENT: Vukonich, Nelson, Smith, Shepard, Kavanagh.

ABSENT: Byrd-Rinck, Lundgren, Duffy, Singer

Also present: City Manager Susan Nicosia, Contract Planner Eric Mulcahy, Public Works Clerk Caleb Sobczak

APPROVAL OF MINUTES:

Approval of April 11, 2023, Regular Meeting Minutes

Motion made by Shepard to approve the April 11, 2023, minutes as presented, Seconded by Kavanagh. Motion carried with all present voting AYE.

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

None

PUBLIC HEARINGS AND ACTION:

Rocky Top Cabins Subdivision – A Two Lot Subdivision: A request by Herbert Enterprises LLC to create a two-lot subdivision. The property is 8.11 acres in size and the property is zoned CR-1 which allows a minimum lot size of one acre. The property is located at 269 Rocky Lane, Columbia Falls, and is described as Assessor’s Tract 1 (Parcel A of COS 21669) located in Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County.

Chairman Vukonich read the notice of hearing and asked Planner Mulcahy to present the staff report. Contract Planner Eric Mulcahy presented Staff Report CPP-23-02. He began by saying that because of prior development of the original tract this is viewed as a subsequent minor subdivision, which acts as a major subdivision. Presently, on the property, there are two cabins on the northern proposed lot and when the property is split two more cabins are planned to be built on the south lot. The existing cabins were previously approved as a dwelling and an ADU and are currently being rented out as short-term vacation rentals per a conditional use permit obtained by the owners. The property is designated in the Growth Policy as Urban Residential, which anticipates more density than is proposed. Staff is recommending approval of the subdivision subject to the Findings of Fact and the 15 conditions in CPP-23-02. The applicants are requesting one minor variance to the positioning of the driveway going back to the northern lot. There is a small portion of their property to the west that is split by the driveway. Normally regulations recommend against lots being split by a road but in this instance, Mulcahy noted there will be a drain field located on this west portion of the lot and it would not be feasible to split that portion off further, so Staff is supporting this variance. The driveway will end in a hammerhead turnaround that is approved by the Fire Chief.

Chairman Vukonich asked the Board if they had any questions for staff.

Kavanagh asked for confirmation that there are 3 drain fields on the plat. Mulcahy answered in the affirmative.

Vukonich sought clarification on the variance. Mulcahy answered that it is lot 2 that the variance is referencing. Since subdivision regulations say that each lot needs to front on a subdivision standard road, the applicants will be

constructing the road up to the lot 1 boundary, ending it in a hammerhead turnaround. So, it is only lot 2 that is bisected by the road. With the drain field on the west side of the road it is not creating a situation where staff would anticipate that the lot would be further split in the future. Also, that location is where the existing driveway is so they would not have to relocate their driveway. Vukonich also wondered if they would need County approval for a new access point. Mulcahy answered that the applicant would need to update their approach permit not obtain a new one.

Shepard then asked if this was like a family transfer. Mulcahy said that is another option for them, but this is more of a subdivision and not a family transfer, which is why they went this route.

Chairman Vukonich asked for the applicant's representative to address the Board.

Rick Breckenridge, 2302 Highway 2 E, #6, Kalispell, consultant/applicant's representative said that a family transfer was an option for his client, but he suggested going the subdivision route since there is a short-term rental use already at the site. The variance was requested because groundwater is prevalent at the site, so DEQ approvals were hard to get but they found several sites, one of them being on the west side of the existing driveway. Since this is a heavily wooded area, he is going to rely rather heavily on the Fire Chief for support for creating fire lines. With the short-term rental aspect to this property, they want to comply with fire safety and not put anyone in harm's way unnecessarily. Because they plan on paving the road, they have to go back through the approach permit process with the County Road Department.

Vukonich wondered how long the driveway is. Breckenridge answered that it is roughly slightly under 1000 feet, about 960 feet. Vukonich then asked if they would be paving the entire length. Breckenridge answered yes.

Vukonich opened comments from the public in regard to this project. No public comment was presented and there were no written comments in the packet or received prior to the meeting.

A motion was made by Kavanagh to approve Staff Report CPP-23-02 as Findings of Fact. Seconded by Nelson. Vukonich commented that this seems to be a rather straightforward project. A roll call vote was taken, and the motion passed with all present voting AYE.

A motion to recommend approval of Rocky Top Subdivision to City Council with conditions was made by Nelson. Seconded by Shepard. A roll call vote was taken, and the motion passed with all present voting AYE. Vukonich confirmed that the City Council hearing is on October 16, 2023.

Vukonich inquired if there was any new business from City Manager Susan Nicosia. She answered that there was no new business at this time and that there will not be a Planning Board Meeting on October 10, 2023, since there have been no new projects that have come forward. Mulcahy further commented that they are expecting one application from the Boys and Girls Club, but it has not been submitted and it is past the deadline for the October meeting.

Shepard commented on Meadowlake residents saying their lack of water is because of the watering of the greens on the golf course and the shallow aquifer. Mulcahy answered that the wells in Meadowlake are about 800 feet deep and the wells that are going dry are about 120 feet deep.

Vukonich said that he was told by his dentist that members of the public that are adjacent to Mr. Barnett's project on River Road have been contacted by him and that he says that he is planning on coming back to the Board with a new submission. Mulcahy answered that he encouraged Mr. Barnett to talk to the neighbors but the city has not received anything on a new project.

Kavanagh asked Staff if they anticipate extensive work because of the new legislation coming out and going into effect this winter. Mulcahy answered that there will be updates to zoning and subdivision regulations based on statutes but State Law trumps our regulations so the City of Columbia Falls will be following the State Laws even before the Columbia Falls Municipal Code is updated. Staff will probably be bringing their updates to the Board this winter and when the Growth Policy is updated these new standards will require a complete shift in our regulation paradigm. City Manager

CITY OF COLUMBIA FALLS PLANNING BOARD & ZONING COMMISSION REGULAR MEETING MINUTES
HELD ON SEPTEMBER 12, 2023

Item No. 1.

Nicosia said with the adoption of Senate Bill 382, the Department of Commerce created a staff that is working with the League of Cities and Towns and the Association of Planners to create a template and looking at the different pieces to implement the overhaul of planning/zoning. For example, for the housing study component of SB 382, there is some grant funding available, and the League might go after a big grant. There are 10 cities that must comply with the new requirements, including Columbia Falls; one major component is a comprehensive housing study. Nicosia reported that Mulcahy got an estimate on having a comprehensive housing study completed and it is \$45,000 to \$75,000. The task force with DOC, MLCT and the Planners are working on building a template so we are not rushing to adopt something that will have to be changed or is not adequate. Nicosia noted that the new statute gives us 3-5 years to come into compliance. Kavanagh sought clarification that we are still months away from really getting into Growth Policy updates. Mulcahy answered yes, we might kick off our process next summer and then take about two years or however long it takes for these updates. We will need the template otherwise we will be chasing our tail around trying to get all the aspects of compliance met, noted Mulcahy.

Vukonich wondered what is needed for members of the Board that are needing to renew in the upcoming year. Mulcahy answered that staff will review dates and give the members that are needing to renew a heads up. Nicosia said that Flathead County will send letters to their appointed members and the City will send letters to the city appointees.

ADJOURNMENT – Meeting duly adjourned at 7:03 PM - A motion was made to adjourn by Kavanagh. Seconded by Nelson with all present voting AYE.

Chairman

Attest:

Public Works Clerk

CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARINGS

Item No.2.

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, December 12, 2023, at 6:30 p.m. in the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Tuesday, January 2, 2024, starting at 7:00 p.m. in the same location.

Request change the zoning from CR-3 (One-Family Residential) to CB-2 (General Business) in the Columbia Falls Zoning Jurisdiction:

The owner/applicant, Boys and Girls Club of Glacier Country, Inc., is requesting a zone change at 165 Veterans Drive in the Columbia Falls area from the current CR-3 (One-Family Residential) to a CB-2 (General Business) designation. The property has a Commercial designation in the Columbia Falls Growth Policy and will be the future home of the Boys and Girls Club in Columbia Falls. The property is described as Lot 2, of Saint Richards Subdivision in Section 18, 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 comments may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Streets West, Columbia Falls, MT 59912. For more information call Eric Mulcahy, Columbia Falls City Planner at (406) 755-6481.

DATED this 16th day of November 2023

Susan Nicosia

Susan Nicosia, City Manager/Planning & Zoning Administrator
COLUMBIA FALLS CITY-COUNTY PLANNING BOARD

Publish: [Daily Interlake Sunday November 26, 2023](#)

**ZONE CHANGE REQUEST
COLUMBIA FALLS AREA ZONING JURISDICTION
BOYS AND GIRLS CLUB OF GLACIER COUNTY
COLUMBIA FALLS PLANNING OFFICE STAFF REPORT CZC#23-02
November 30, 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 CR-3 (One Family Residential) to CB-2 (General Business) within the Columbia Falls Zoning Jurisdiction. The zone change request is scheduled for a public hearing before the Planning Board on Tuesday, December 12, 2023, at 6:30 P.M. A subsequent hearing will be held by the Columbia Falls City Council January 2, 2024, at 7:00 P.M.

BACKGROUND INFORMATION

A. PETITIONERS

Boys and Girls Club of Glacier County, Inc, a Montana non-profit corp.
P.O. Box 961
Kalispell, MT 59901

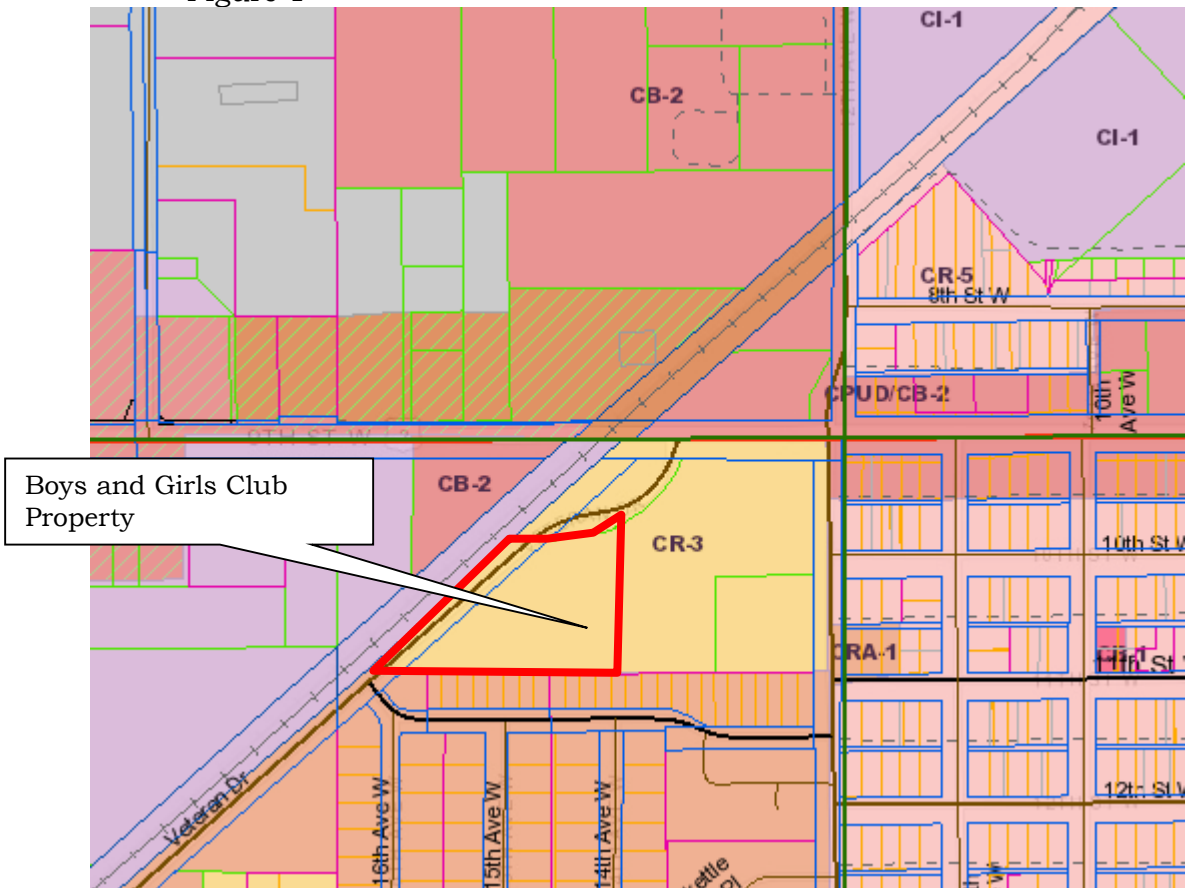
B. LOCATION/DESCRIPTION

The property is located at 165 Veterans Drive in Columbia Falls and adjacent to the St. Richards Church. The property is three acres in size and is described as Lot 2 of the St. Richards Subdivision in Section 18, T30N, R20W, P.M.M, Flathead County

C. REQUEST

The request would amend the zoning on the property from CR-3 (One Family Residential) to CB-2 (General Business). See figure 1 for current zoning. The site is currently undeveloped but was subdivided by the Church with the intent of selling to the Boys and Girls Club. The proposed zoning would allow the club as a permitted use while the CR-3 requires a conditional use permit.

Figure 1



Columbia Falls Zoning District Map (Current Zoning Designation, Flathead County GIS)

D. EXISTING LAND USE

The property is previously part of the St Richards Catholic Church property and was recently subdivided and sold to the Boys and Girls Club. The site is vacant. (See Figure 2)

Figure 2



Source: Google Maps

E. ADJACENT ZONING AND LAND USE:

Figure 1 shows the existing zoning and use.

Direction from Site	Current Zoning	Current Use
North	CB-2	Highway 2, Former Burger King, propane storage, auto repair, etc.
South	CRA-1	Single-family townhouse lots and single-family homes.
West	CB-2 and CI-1	Former Day Care, various sales and service business and the Western Building Center main yard.
East	CR-3, CB-2, and CRA-1	St. Richards Church, Gem Shop, mixed density residential.

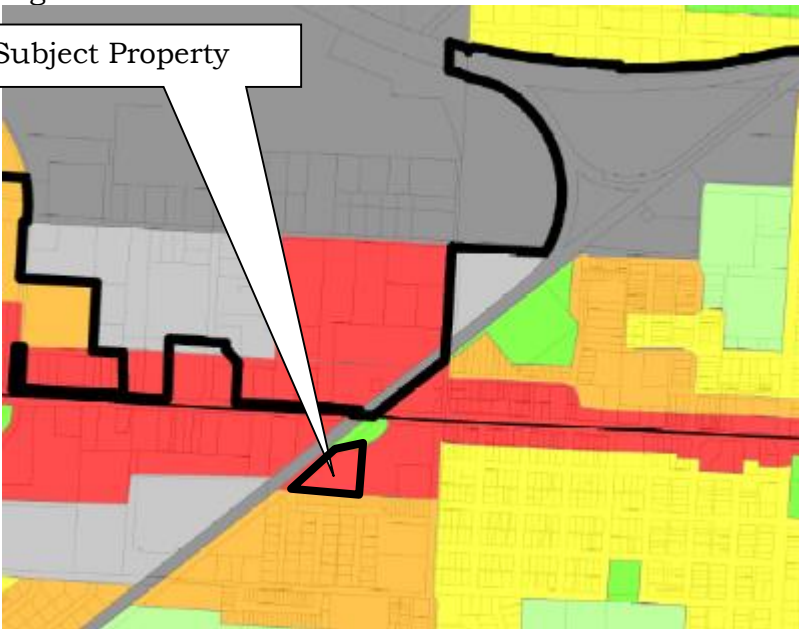
F. GROWTH POLICY DESIGNATION

The Columbia Falls Growth Policy map designates the Boys and Girls Club as well as the church property for commercial zoning. The proposed zone change to CB-2 is in compliance with the Growth Policy Map. Commercial use will complement the nearby commercial and industrial uses.











The subject property is in the City Limits of Columbia Falls and will connect to City Sewer and Water services at the time of construction. The property fronts Veterans Drive. With the intended use as a Boys and Girls Club, the property is close to schools and surrounding neighborhoods.

Figure 3

Subject Property



Excerpt from the 2019 Columbia Falls Growth Policy Map

Land Use Map Legend	
	Commercial <i>General, highway and neighborhood retail sales, services or mixed office use.</i>
	ResortRes Com <i>Within the confines of an overall development plan, provides recreation opportunities (principally to residents and quests), commercial uses (associated directly with recreation), and a mixture of housing types and densities.</i>
	HeavyIndustrial <i>Manufacturing, processing, storage and assembly of goods, where noise, odor, dust and associated impacts extend beyond the confines of a building or screened area.</i>
	LightIndustrial <i>Wholesale and industrial uses where noise, odor, dust and associated impacts are confined to a building or screened area.</i>
	MultiFamily <i>8 or more units/acre. High density residential including townhouses and apartment units. Served by urban services. May be a buffer or transitional area between low density residential and non-residential uses.</i>
	UrbanResidential <i>Between 2 and 8 units/acre. Primarily single family residential with limited quantities of multifamily units. Fully served by urban services.</i>
	SuburbanResidential <i>2 units/acre or less. Primarily single family residential in a quasi-rural setting. Some urban services available.</i>
	RuralPreserve <i>A rural area, predominately used for corporate and public lands, estate housing, and protective buffer for industry. Outside the immediate needs of urban development and having limited urban services. Residential use closely associated with highly developed access and low fire hazards.</i>
	PublicSempub <i>Schools, government offices or facilities, and cemeteries.</i>
	ParkOpenspace <i>City and County parks, homeowner parks and green space areas, recreation access points.</i>

G. UTILITIES/SERVICES

The property is annexed within the City limits of Columbia Falls.

<u>Water</u>	The property will be served by City water.
<u>Sewer</u>	The property will be served by City Sewer
<u>Fire Protection</u>	Columbia Falls Fire Department
<u>Police Protection</u>	Columbia Falls Police Department
<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 for General Commercial Use. The zone change to CB-2 General Business complies with the long-range planning document. (Figure 3). The intended use of the property as a Boys and Girls Club provides a close and walkable location from area schools. Residential neighborhoods to the south and east will have convenient access. Veteran Drive is a city-maintained collector street.
2. **Is the requested zone designed to lessen congestion in the streets?**
The subject property is located along a designated collector street (Veterans Drive). Veterans Drive accesses Highway 2 on the north and is close to the signalized intersection with 12th Ave West. The southern extent of Veteran Drive intersects Talbot Road providing east west movements. There are sidewalks along Highway 2 and 12 Avenue West and a bike path along Veteran Drive.
3. **Will the requested zone secure safety from fire, panic, and other dangers?**
The property is located within the City Limits of Columbia Falls. The new use will connect to the city sewer and water services. The Columbia Falls Police and Fire departments serve the property. The property is not located or mapped within the 100-year floodplain of the Flathead River (FIRM Panel 1435J). The property is adjacent to a collector street system with a bike path and sidewalks. As with the majority of properties along Highway 2, general business is the dominant use.
4. **Will the requested change promote the health and general welfare?**
The property is adjacent to other commercial uses and borders Veteran Drive and the railroad tracks. The proposed zone change is compatible with the neighboring uses and will promote health and general welfare. In addition, the proposed Boys and Girls Club use will create a transition from what could be intensive commercial to the single-family residential neighbors to the south.
5. **Will the requested zone provide for adequate light and air?**
The existing CR-3 setbacks are 20 feet in the front, 10-feet on the side, 15 feet on the side corner and 20 feet in the rear yards. The proposed CB-2 setbacks are zero except when abutting residential use. When abutting residential, the setback will be 15 feet on the rear. The setbacks are intended to provide light and air.

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

The proposed zone change closely complies with the Community’s long range planning document, the Columbia Falls Growth Policy, 2019 Edition. The proposed zoning matches the zoning designation for the property located all along the Highway 2 corridor. The subject site is suitable for either commercial or the intended Boys and Girls Club and the intensities associated with these uses are anticipated so there should not be any perceived overcrowding of the land.

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

The proposed commercial zoning will have similar concentrations of people as the CB-2 zoning located along all along the Highway 2 corridor. In fact, the proposed use is similar to church use and the school uses south of the property on 12th Ave W and Veteran Drive. The proposed zoning is compatible with neighboring zoning and will not create an undue concentration of people.

The Growth Policy Map prescribes commercial use for this area (Figure 3), so a high concentration of people was anticipated in the long-range planning document.

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 or require the adequate provisions of infrastructure. However, when the applicants go through Building Permit review, the project will be reviewed for access, parking, sewer, water, etc.

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

The subject property is sandwiched between the church and commercial uses to the east and commercial and industrial uses to the west. The intended use as a Boys and Girls Club will provide a transitional use to the single family uses to the south. With proximity to nearby schools and residential neighborhoods, the proposed use will conveniently serve the young people of Columbia Falls.

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

The character of this neighborhood is commercial and industrial with proximity to Highway 2, Veteran Drive, and the railroad tracks. The church softens this character somewhat for the residential uses to the south. The proposed Boys and Girls Club is a use like the church and schools that supports the area residents and families. It is also not uncommon for churches to offer schools, daycare, pre-school, and after-school programs. It would appear that the zone change, and proposed use are very compatible with the character of this neighborhood.

11. Will the new zoning affect property values?

The new building will comply with the architectural standards of the City. As much of the Highway corridor is already zoned commercial, the proposed change should have little impact on neighboring property values.

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

The subject property is designated in the Columbia Falls Growth Policy as Commercial. The text of the Growth Policy supports this location. The zoning to the north and west is already zoned commercial. It would appear that this is an appropriate location for the requested use.

SUMMARY

The property is designated “Commercial” by the Columbia Falls Growth Policy. The property is located adjacent to lands already zoned CB-2, CI-1, CRA-1, and CR-3. The proposed intensities are supported by the urban services and utilities of the City of Columbia Falls.

RECOMMENDATION

Staff finds that the subject sufficiently meets the adopted review criteria and supports the property rezoning from CR-3 to CB-2. Staff recommends that the Columbia Falls Planning Board adopt staff report CZC-23-02 as findings of fact and recommend approval of the zone change to the Columbia Falls City Council.



Planning Department

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

PHONE (406) 892-4391

FAX (406) 892-4413

PETITION FOR ZONING MAP AMENDMENT

FILING FEE ATTACHED \$ 1,325

Zone Change Base Fee SEE FEE SHEET

NAME OF APPLICANT: Boys and Girls Club of Glacier Country, Inc., a Montana non-profit corp

MAIL ADDRESS: PO Box 961

CITY/STATE/ZIP: Kalispell, MT 59901 PHONE: 406-892-2697

INTEREST IN PROPERTY: Owner

PLEASE COMPLETE THE FOLLOWING:

A. Address of the property: 165 Veteran Drive, Columbia Falls

B. Legal Description: (Subdivision Name, Lot & Block and/or Tract Number
(Section, Township, Range)
S18, T30N, R20W Saint Richard's Sub, Lot 2

(Attach sheet for metes and bounds)

C. Land in zone change (ac)
3 acres

D. The present zoning of the above property is: Residential

E. The proposed zoning of the above property is: CB-2

F. State the changed or changing conditions that make the proposed amendment necessary:
This proposed zoning change conforms with the Growth Policy.

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

A. Promoting the Growth Policy
Our proposed building would help meet two of the city's identified weaknesses in the growth plan - a dedicated community building or civic center and activities for young adults.

B. Lessening congestion in the streets and providing safe access

C. Promoting safety from fire, panic and other dangers

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

E. Preventing the overcrowding of land

F. Avoiding undue concentration of population

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

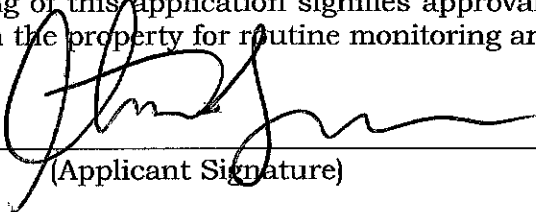
H. Giving reasonable consideration to the character of the district

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

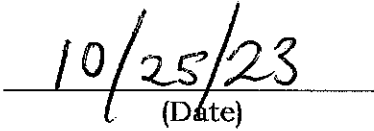
J. Protecting and conserving the value of buildings

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

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.



(Applicant Signature)



(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.

 <p>First American Title</p> <p>Owner's Policy</p>	<p>Owner's Policy of Title Insurance</p> <p>ISSUED BY First American Title Insurance Company</p> <p>POLICY NUMBER 5011400-1009306-FT</p>
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Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Kenneth D. DeGiorgio, President



Lisa W. Cornetti, Secretary

(This Policy is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document.

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by enforcement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

5. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant 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 Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

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

(a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY:

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including 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, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title

Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM


(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. Phone: 888-632-1642.

 <p>Schedule A</p>	<p>Owner's Policy of Title Insurance</p> <p>ISSUED BY First American Title Insurance Company</p> <p>POLICY NUMBER 5011400-1009306-FT</p>
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Insured Titles
44 4th Street West/P.O. Box 188
Kalispell, MT 59901

File No.: **1009306-FT**
 Address Reference: **165 Veteran's Drive**
Columbia Falls, MT 59912
 Amount of Insurance: **\$350,000.00**
 Date of Policy: **August 4, 2023 at 9:09 AM**

Premium: \$1,215.00

1. Name of Insured:

Boys & Girls Club of Glacier Country, Inc., a Montana non-profit corporation

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Boys & Girls Club of Glacier Country, Inc., a Montana non-profit corporation


4. The Land referred to in this policy is described as follows:

**LOT 2 OF SAINT RICHARD'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF
 ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD
 COUNTY, MONTANA.**

By:


Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

 <p>First American Title</p> <p>Schedule B</p>	<p>Owner's Policy of Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>POLICY NUMBER</p> <p>5011400-1009306-FT</p>
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File No. 1009306-FT

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch or ditch rights, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or rights to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.
8. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of 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.
9. 2023 taxes and special assessments are an accruing lien, amounts not yet determined or payable.
10. Easement for a right of way to install, maintain and operate facilities for an electric power and/or telephone line granted to Pacific Power & Light Company, recorded September 9, 1955 in Book 374 of , Page 226.
11. Easement for a right of way to construct, maintain, operate and remove pipe lines for the transmission of gas and oil granted to The Montana Power Company, recorded May 21, 1962 in Book 447 of , Page 178, as Doc. No. 4032.

12. Resolution No. 1045 regarding the Columbia Falls City-County Master Plan, recorded April 24, 1996, as Doc. No. 96-115-10250.
13. Easement for the right to construct, reconstruct, renew, operate, maintain, inspect, alter, repair, and remove a cathodic protection system to protect a natural gas pipeline granted to The Montana Power Company, recorded October 2, 1997 Doc. No. 1997-275-15550.
14. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: The Roman Catholic Bishop of Helena and the City of Columbia Falls
Recorded: August 13, 2003, Doc. No. 2003-225-15030
15. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of Saint Richard's Subdivision, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(C).
16. Provisions contained in that Certificate, executed by the State of Montana, Department of Health and Environmental Services, recorded July 25, 2023, as Doc. No. 2023-000-11277.
17. A right of first refusal in favor of Roman Catholic Bishop of Helena, Montana, a Montana Religious Corporation Sale recorded August 4, 2023 , 202300011882.



Privacy Notice

Notice Last Updated: December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business partners and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices: We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to or by calling toll-free at 1-866-718-0097.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Verification Process. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in <https://www.firstam.com/privacy-policy>.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in <https://www.firstam.com/privacy-policy>.



Planning Department

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

PHONE (406) 892-4391

FAX (406) 892-4413

November 16, 2023

Re: Public hearing notice for a Zoning Map Amendment from CR-3 to CB-2.

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 the Boys and Girls Club of Glacier Country, Inc to amend the zoning map from the current zoning of CR-3 (One Family Residential) to CB-2 (General Business). The property is designated commercial in the Columbia Falls Growth Policy and will become the site of the Columbia Falls Boys and Girls Club.

If you have questions or comments concerning this matter, please call, visit, or write to 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 December 7, 2023 or by email: staalandb@cityofcolumbiafalls.com. Written or emailed comments 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 December 12, 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, December 12, 2023, at 6:30 p.m. in the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Tuesday, January 2, 2024, starting at 7:00 p.m. in the same location.

Request change the zoning from CR-3 (One-Family Residential) to CB-2 (General Business) in the Columbia Falls Zoning Jurisdiction:

The owner/applicant, Boys and Girls Club of Glacier Country, Inc., is requesting a zone change at 165 Veterans Drive in the Columbia Falls area from the current CR-3 (One-Family Residential) to a CB-2 (General Business) designation. The property has a Commercial designation in the Columbia Falls Growth Policy and will be the future home of the Boys and Girls Club in Columbia Falls. The property is described as Lot 2, of Saint Richards Subdivision in Section 18, 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 comments may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Columbia Falls, MT 59912. For more information call Eric Mulcahy, Columbia Falls City Planner at (406) 755-6481.

DATED this 16th day of November 2023

Susan Nicosia

Susan Nicosia, City Manager/Planning & Zoning Administrator
COLUMBIA FALLS CITY-COUNTY PLANNING BOARD

Publish: Daily Interlake Sunday November 26, 2023

NO. 29922

CITY OF COLUMBIA FALLS
NOTICE OF MEETINGS
Item No.2. RES

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, December 12, 2023, at 6:30 p.m. in the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Tuesday, January 2, 2024, starting at 7:00 p.m. in the same location.

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DATED this 16th day of November 2023

Susan Nicosia
Susan Nicosia, City Manager/
Planning & Zoning Administrator
COLUMBIA FALLS CITY-COUNTY PLANNING

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**NO PUBLIC COMMENT RECEIVED PRIOR TO PACKET PREPARATION ON
DECEMBER 7, 2023**