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

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

AGENDA
CITY PLANNING COMMISSION REGULAR MEETING
THURSDAY, JUNE 12, 2025 6:00 PM
COUNCIL CHAMBERS CITY HALL

CALL TO ORDER AND ROLL CALL

APPROVAL OF MINUTES:

1. Approval of May 8, 2025 Planning Commission Regular Meeting Minutes

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

PUBLIC HEARINGS AND RECOMMENDATIONS:

2. **A zone change request from the existing CI-1 (Light Industrial) to CB-2 (General Commercial):**

The 2155 Columbia Falls LLC is requesting a zone change (Map Amendment) for the north half of the property from the present CI-1 (Light Industrial) zoning designation to CB-2 (General Business) zoning designation. The southern half of the property is already zoned CB-2. The property is the site of the Lazy Day Trailer Park and is addressed as 2155 9th Street West Columbia Falls. The property is described as Lots 1A, 2A, 3A, 4A, and 5A of the Amended Plat of Lots 1, 2, 3, 4, and 5 of Sunshine; Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County.

A. Adopt Staff Report CZC-25-02 as Findings of Fact

B. Recommend Approval of Zone Change to City Council

ADJOURNMENT

Next Regular Planning Board Meeting – TBD

CITY OF COLUMBIA FALLS
CITY PLANNING COMMISSION REGULAR MEETING MINUTES
HELD MAY 8, 2025

REGULAR MEETING – 6:00 PM.

Fisher called Meeting to order at 6 PM

PRESENT: President Fisher, Commissioner Kavanagh, Commissioner Berube

ABSENT: Vice President Ping, Commissioner Johnson

Also present: City Manager Hanks, City Planner Mulcahy, City Attorney Breck, Public Works Clerk Sobczak

APPROVAL OF MINUTES:

Approval of April 10, 2025 Regular Meeting Minutes

Motion made by Kavanagh to approve the April 10, 2025 minutes as presented, Seconded by Berube. 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)

No public comment received.

PUBLIC HEARINGS AND ACTION:

Columbia Falls Growth Policy Amendment from Park/Open Space to Urban Residential (Two to Eight Units per Acre):

The City of Columbia Falls in cooperation with Habitat for Humanity of Flathead Valley are requesting a Growth Policy Amendment from the current Park/Open Space designation to Urban Residential, a primarily single-family designation allowing 2 to 8 dwellings per acre. The site is currently used for a little league baseball field. Habitat for Humanity intends to construct six single family homes on the property. The property is addressed as 394 Railroad Street and is described as Tract 3D of COS 2090 (Accessors Tracts 3D); Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

A zone change from the existing CB-2 (General Commercial) designations to CR-5 (Two Family Residential):

The City of Columbia Falls in cooperation with Habitat for Humanity of Flathead Valley are requesting a zone change from the present CB-2 commercial zoning designation to a CR-5 zoning designation which will allow for the residential subdivision. The property is addressed as 394 Railroad Street and is described as Tract 3D of COS 2090 (Accessors Tracts 3D); Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

A subdivision creating 6 residential lots and a park/open space in the Columbia Falls Planning Jurisdiction:

The applicant Habitat for Humanity of Flathead Valley is requesting a preliminary plat approval for a six-lot subdivision. The single-family lots will range from 6000 square feet up to 8,705 square feet along with a 15,566 square foot park. Access to the lots will be from existing City streets, 4th Ave WN on the east side of the property and C Street EN on the south side of the property. The property is addressed as 394 Railroad Street and is described as Tract 3D of COS 2090 (Accessors Tracts 3D); Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

City Planner Mulcahy presented the Growth policy Amendment Staff Report GP-25-01 on the Growth Policy Amendment. City Staff reviewed the four criteria for the growth policy amendment, including conformity with the overall growth policy, appropriateness of land use, and ensuring the amendment does not benefit a few at the expense of others. The property is utilized as a little league baseball field and previously owned by the Montana Department of Transportation, but was gifted to the City as a public park. Staff explained that the proposed amendments and changes are in response to extraordinary changes in circumstances since the 2019 growth policy, including a significant increase in median home prices (from $310,000 in 2019 to $574,000 in 2024) and increased housing demand following the COVID-19 pandemic. The proposal aims to ensure that the housing supply keeps pace with local economic trends while addressing infrastructure, design, and neighborhood compatibility.

City Planner Mulcahy presented the combined Staff Report CZC-25-01 and CPP-25-01. The CR-5 zone was selected over the CR-3 zone that is present to the south because recent State legislation has removed single-family-only zoning in cities with a population over 5000. This CR-5 zone is more appropriate for residential development than the current commercial zoning and matches the surrounding residential zoning. The project proposes a 1.3-acre subdivision with six single-family lots ranging from 6,000 to 8,700 square feet. The project was reviewed by the city's site review committee (Public Works, Fire, Planning, Building), which found the infrastructure and fire protection adequate, with some conditions such as sidewalk installation. The property is fronted by two city streets (4th Avenue East-North and C Street East-North), with existing sewer and water services, and will require a small extension for utilities. The site is flat, with no environmental hazards, and is surrounded primarily by residential uses, with some commercial and light industrial nearby. The development will require the creation of a homeowner's association (HOA) responsible for maintenance and replacement of the open space and park, with costs shared among the six lots. The proposal includes approximately 15,000 square feet (about one-third of the site) dedicated as a local park within the development, as required by subdivision regulations.

President Fisher opened the public comment period at 6:22 PM.

Donna McCann, 872 Frontage Road. Against this development due to the removal of an existing ballpark.

Ty Nagel, 385 3rd Ave EN Columbia Falls. Against this development. Does not want to see a public park removed that contains a little league baseball field. He does not want to be forced to join the new HOA and pay the dues. This subdivision will also increase his property taxes. He understands that more housing is needed but believes this is the wrong place for it.

Discussion commenced amongst the Commission regarding the Staff Reports and the future of baseball field and associated park amenities. It was noted that there is no definitive agreement yet on a replacement for the lost ball field, though the City, Baseball Association, and School District are expected to work together to address this. It was clarified that existing neighborhood residents cannot be forced to join the new HOA. Commission members expressed empathy for the loss of open space and the importance of balancing community recreation needs with the city's housing priorities. The Commissions direction is to pursue single-family style development to match the neighborhood, rather than higher-density townhomes.

Following the discussion a series of motions were put forward and voted on:

- Motion to adopt staff report GP-25-01 (Growth Policy Amendment) as findings of fact made by Kavanagh, seconded by Berube. Motion passed unanimously.

- Motion to recommend approval of the Growth Policy Amendment to the City Council made by Kavanagh, seconded by Berube. Motion passed unanimously.

- Motion to adopt staff report CZC-25-01 (Zone Change) as findings of fact made by Kavanagh, seconded by Berube. Motion passed unanimously.

- Motion to recommend the Zone Change for City Council approval made by Kavanagh, seconded by Berube. Motion passed unanimously.

- Motion to adopt staff report CPP-25-01 (Preliminary Plat Application) as findings of fact made by Kavanagh, seconded by Berube. Motion passed unanimously.

- Motion to recommend approval of the Preliminary Plat for City Council consideration made by Kavanagh, seconded by Berube. Motion passed unanimously.

It was noted by Staff that the final decision on the proposed development will be taken up by the City Council at their public hearing on May 19, 2025 at 7 PM. Members of the public were encouraged to attend and provide input, as the City Council is the final decision-maker.

A motion to adjourn was made by Commissioner Berube and seconded by Commissioner Kavanagh. Motion passed unanimously.

ADJOURNMENT – Meeting duly adjourned at 6:38 PM

____
President

Attest:

____
Public Works Clerk

CITY OF COLUMBIA FALLS

NOTICE OF PUBLIC HEARINGS

The Columbia Falls Planning Commission will hold a public hearing for the following item at their regular meeting on Thursday, June 12, 2025 at 6:00 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 Monday, July 7, 2025 starting at 7:00 p.m. in the same location.

A zone change request from the existing CI-1 (Light Industrial) to CB-2 (General Commercial):

The 2155 Columbia Falls LLC is requesting a zone change (Map Amendment) for the north half of the property from the present CI-1 (Light Industrial) zoning designation to CB-2 (General Business) zoning designation. The southern half of the property is already zoned CB-2. The property is the site of the Lazy Day Trailer Park and is addressed as 2155 9th Street West Columbia Falls. The property is described as Lots 1A, 2A, 3A, 4A, and 5A of the Amended Plat of Lots 1, 2, 3, 4, and 5 of Sunshine; Section 7, 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: City Clerk, 130 6th Street West, Columbia Falls, MT 59912. For more information call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

DATED this 9th day of May, 2025

Eric Hanks
Eric Hanks, City Manager/Planning & Zoning Administrator
COLUMBIA FALLS PLANNING COMMISSION

Publish: Daily Interlake Sunday, May 25, 2025

ZONE CHANGE REQUEST
COLUMBIA FALLS AREA ZONING JURISDICTION
MAP AMENDMENT TO CB-2 (GENERAL BUSINESS)
CITY OF COLUMBIA FALLS STAFF REPORT # CZC-25-02
May 28, 2025

A report to the Columbia Falls Planning Commission regarding a request for a Zoning Map Amendment from the existing CI-1 (Light Industrial) to the proposed CB-2 (General Business).

BACKGROUND INFORMATION

A. PETITIONERS

Owner: 2155 Columbia Falls, LLC
1925 Grand Ave Ste 129 Unit 61040
Billings MT 59102

Applicant: Windsor Engineers, Jack Dougherty, PE
27300 NE 10th Ave
Ridgefield, WA 98642

B. PETITIONER'S TECHNICAL ASSISTANCE

Windsor Engineers, Jack Dougherty, PE
27300 NE 10th Ave
Ridgefield, WA 98642

C. LOCATION/DESCRIPTION

The property is located at 2155 9th Street West in Columbia Falls, the corner of Highway 2 West and Meadow Lake Boulevard. The property is described as Lots 1A, 2A, 3A, 4A, & 5A of the Amended Plat of Lots 1, 2, 3, 4, and 5 of Sunshine, SE1/4SW1/4, Section 7, T30N, R20W, P.M.M., Flathead County, MT.

D. REQUEST

The applicant is requesting a Zone Change for the property that is currently the Lazy Day Mobile Home Park (Figure 1) but is in the process of converting to a different use. The trailer park property is split by zoning with CI-1 on the north half and CB-2 on the southern half (See Figure 2). The applicant is requesting the zone change on the northern half which will convert it from the CI-1 light industrial zone to CB-2 general business matching the southern half. Although the applicants have not identified the proposed use, the 2023 legislation signed by the Governor, SB 245 allows as a permitted use residential and mixed-use development. The CI-1 zone does not allow residential use making the existing manufactured home park a legal non-conforming use.

E. EXISTING LAND USE

The subject property is currently Lazy Day Trailer Park. According to an article printed in the Hungry Horse News, residents of the mobile home park have been given notice move by October 18th of 2025.

F. ADJACENT ZONING AND LAND USE:

North	CI-1	Currently vacant but an Industrial/business park plat has been submitted to the City
South	CB-2	Lower half of a manufactured home park
East	CB-2/CRA-1	Auto Zone and Assisted living facility
West	B-2/I-1	Business and mini-storage

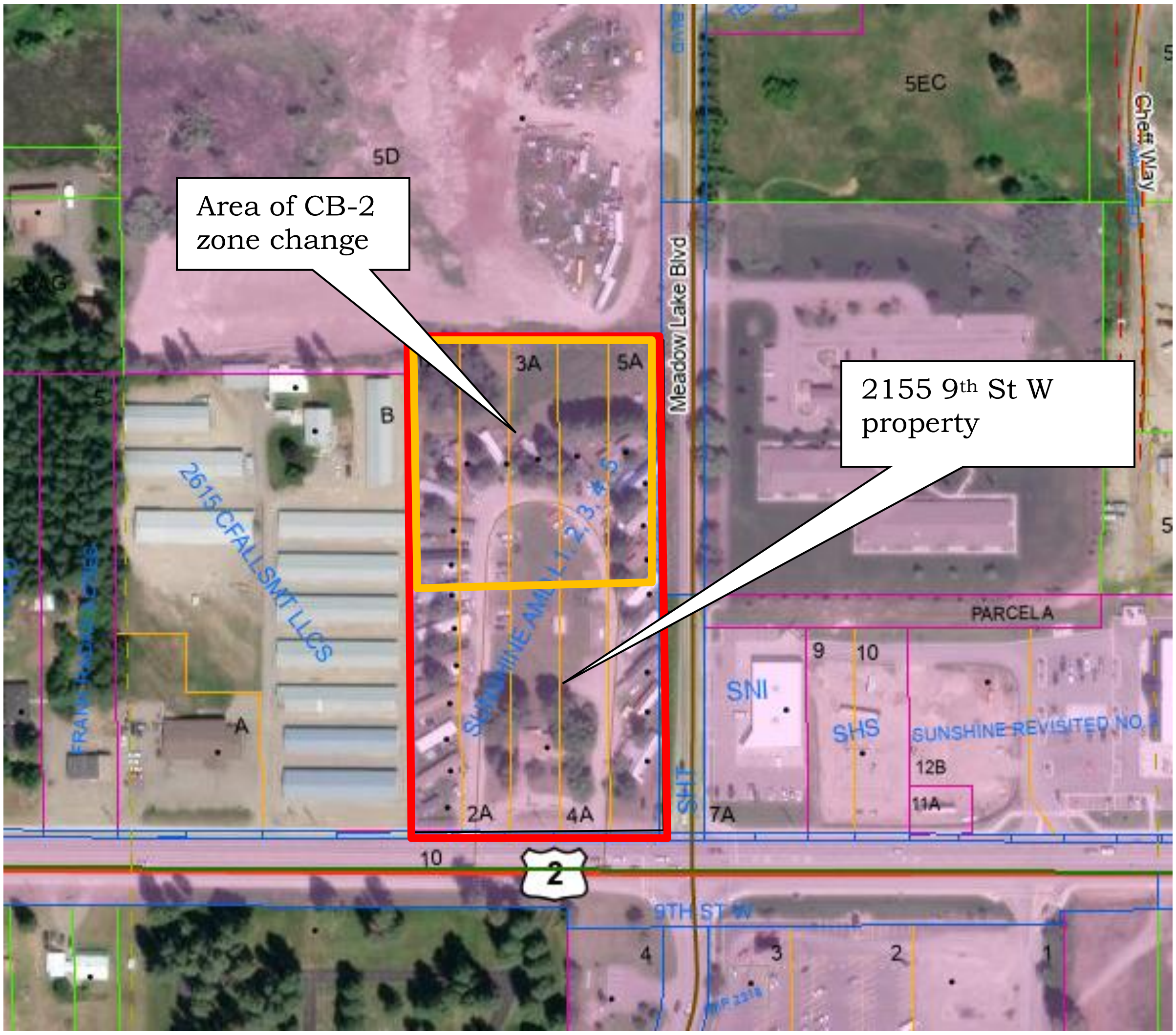


Figure 1: Source – Flathead County GIS

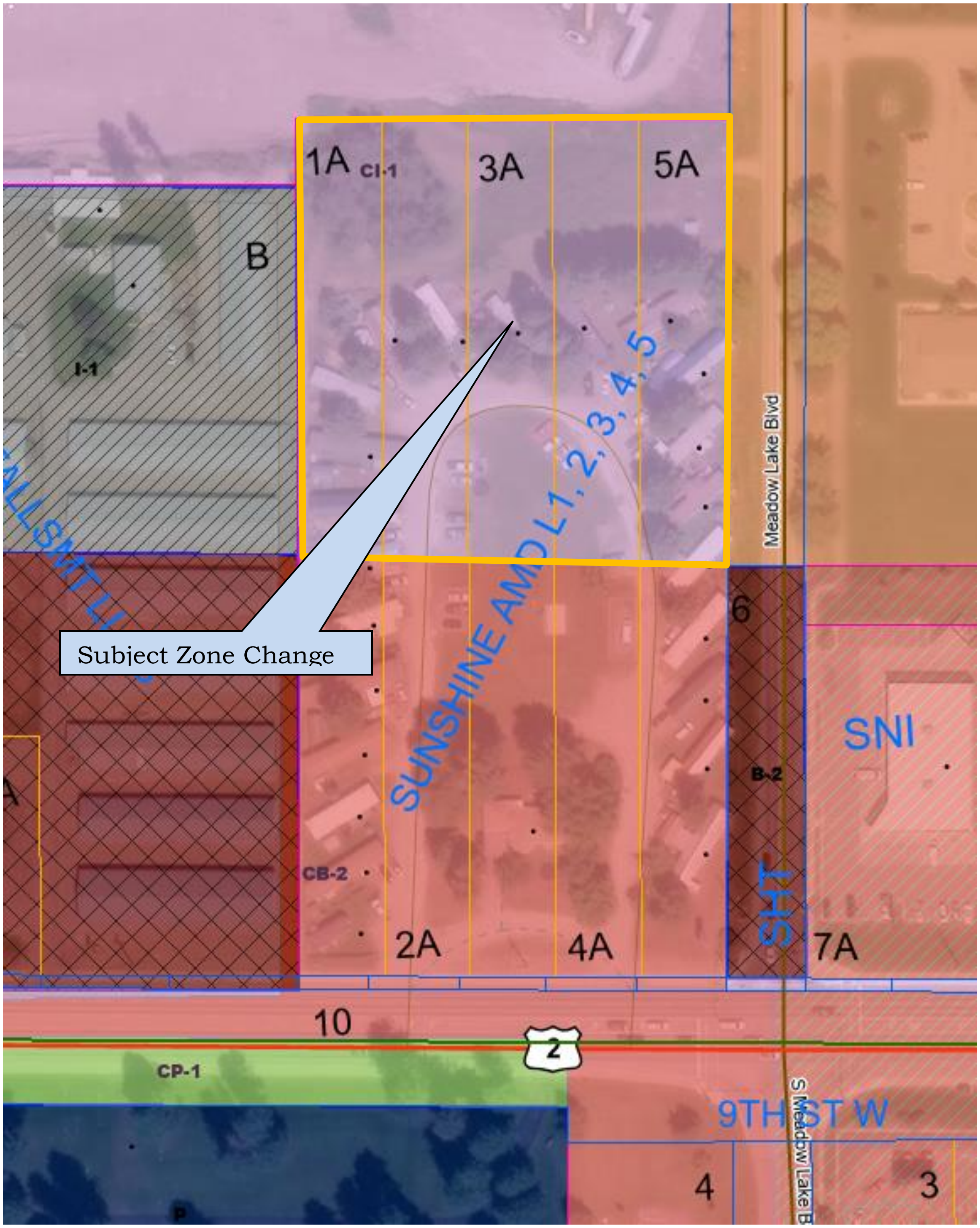
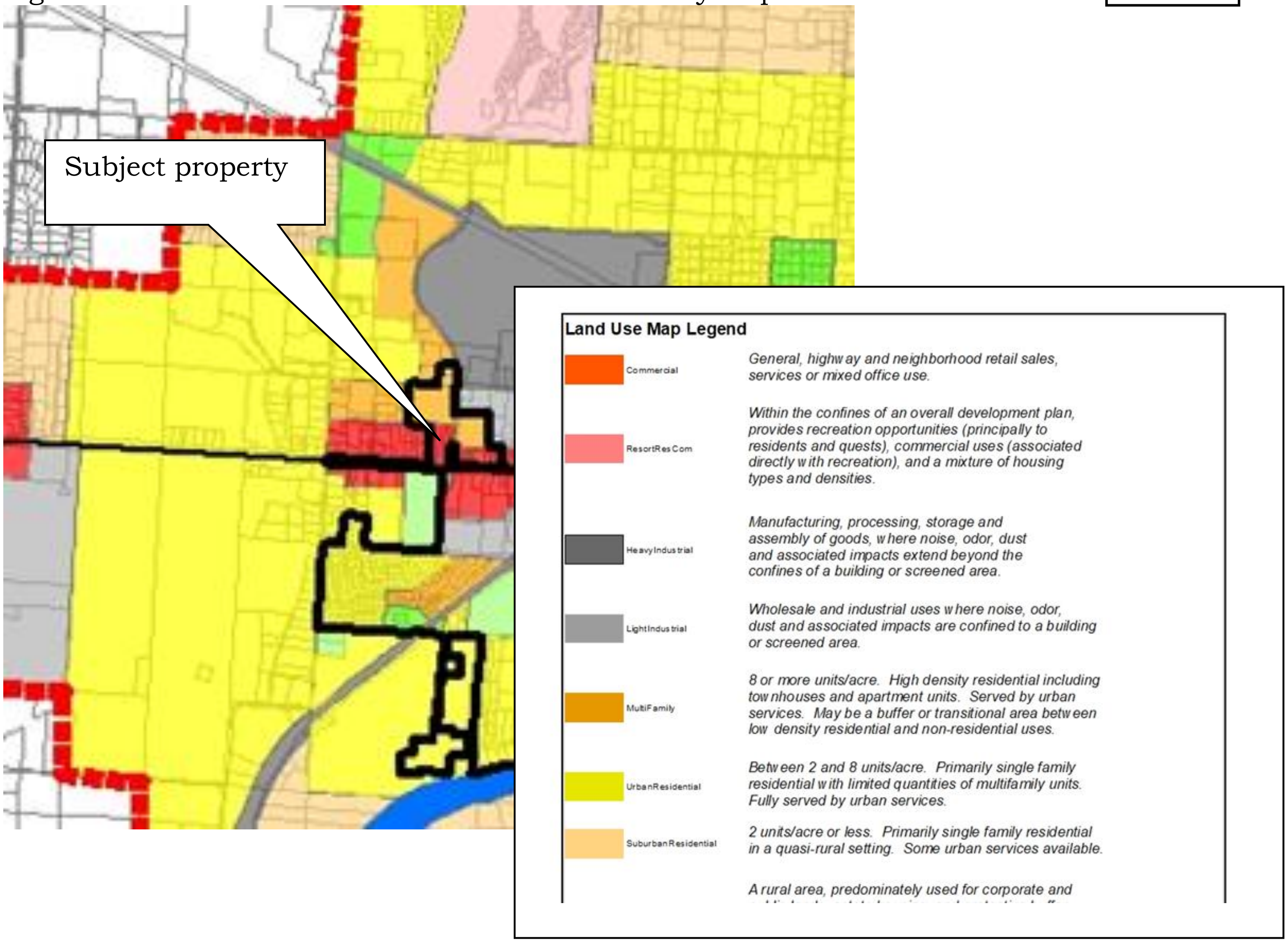


Figure 2: Source: Flathead County GIS – Zoning Layer

G. GROWTH POLICY DESIGNATION

The 2019 Columbia Falls Growth Policy Map shows the subject property as well as neighboring properties to the north and south as Commercial. Commercial is defined in the Growth Policy as "General highway and neighborhood retail sales, services or mixed office use."

Figure 3: Portion of the Columbia Falls Growth Policy Map



H. UTILITIES/SERVICES

The property is located inside the City limits of Columbia Falls.

<u>Water</u>	Columbia Falls Municipal Water
<u>Sewer</u>	Columbia Falls Municipal Sewer
<u>Fire Protection</u>	Columbia Falls City Fire Department
<u>Police Protection</u>	Columbia Falls City Police
<u>Electricity</u>	Flathead Electric

J. LOT SIZE DETAILS

The portion of the property subject to the zone change approximately 2.62 acres in size. There are five lots that make up the property and the northern half of each lot is zoned CI-1 and subject to this zone change request.

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 and Columbia Falls Zoning Code Chapter 18.212, amendments to text or the official map. The following findings are made:

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

The 2019 Columbia Falls Growth Policy designates this property as commercial and is designated in red (Figure 3). The proposed change from CI-1 (Light Industrial) to CB-2 (General Commercial) does conform to the Columbia Falls Growth Policy

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

The subject property fronts on and has direct access to 9th Street West (US Highway 2 West). The southern half of the property is zoned CB-2 and the commercial zone anticipates all categories of intensive commercial use. The Zone Change from light industrial to CB-2 general commercial is keeping with the neighboring uses and intensity. As with all newly converted uses, the applicants will need to contact the Montana Department of Transportation to determine what improvements will need to be made to the entrance and whether a Traffic Impact Study will be needed to address the approach onto Highway 2 West. The MDOT could require alternative access to Meadow Lake Boulevard as mentioned in the MDOT's comment letter.

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

The zoning and potential uses are anticipated in the City's long range planning document. Any new use, such as conversion to commercial use, will require the development to come through the City Site Review process to determine what improvements will be needed to address access, fire suppression, pedestrian movement, etc. The City's review process will ensure that the proposed use complies with the City's Fire, Public Works, and Zoning Codes which are all in place to address public safety.

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

The site is not located within a 100-year floodplain, high fire hazard area or other hazards. The subject property is located within the City limits, connects to a State Highway and has access to municipal sewer and water services. The zone change should have no impacts on health and general welfare.

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

The City's zoning code has minimum standards for setback and height. The zoning code provided architectural design guidance, pedestrian movement, and minimum landscape requirements. These standards will provide for light and air in the general vicinity of the project.

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

The southern half of the property is already zoned CB-2. The northern half of the property is zoned CI-1 light industrial. The light industrial zone can be every bit as intense structurally as the proposed CB-2 commercial designations. The City's Growth Policy, and the neighboring zoning anticipate urban scale development. The proposed zone change will not create a crowded situation that was not already anticipated.

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

The proposed zone change request for CB-2 (General Commercial) is in agreement with the growth policy. The subject property has access to an arterial route being US Highway 2. Neighboring uses include, a proposed light industrial business park, a large assisted living facility, auto parts store, First Interstate bank, Super 1 Foods, and other small business and office use. The Highway 2 corridor has long been planned and zoned for concentrations of people and use.

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

The property is located along Highway 2 West and Meadow Lake Boulevard. The intersection of Meadow Lake Boulevard and Highway 2 is signal controlled. The property is in the City Limits of Columbia Falls and has connection to the City's public water and sewer system. If the property develops with only commercial use, the development would not contribute children to the school system but would pay property taxes to the school district. Parks would not be required with a commercial development and would have little impact on the City's park system.

Should the developer of the project propose a mixed-use development commercial and residential, the project would be reviewed for pedestrian movement and integration into the City's urban grid and amenities for the residential component.

As stated previously, the developer has not disclosed the potential use of the entire site and it is not required for such a zone change. Particularly when the zone change is correcting the split zoning of the property and complying with the City's Growth Policy.

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

The subject property is relatively flat. The property is at the intersection of a State Highway and a major collector road in Meadow Lake Boulevard. The property is in the City Limits and has access to the City's municipal sewer and water facilities. The immediate neighbors to the north are industrial uses. The property to the east is an assisted living facility and retail commercial. To the south is Super 1 foods and the west is office and mini-storage. The proposed CB-2 zoning designation considers the neighboring commercial and industrial zoning.

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

The subject property is located along the commercial strip of Columbia Falls. The neighboring commercial district has seen significant investment in new financial institutions, hardware store, proposed business park, dollar store and many other improvements to existing commercial establishments. The Growth Policy recommends commercial zoning for the property. The proposed application set does give consideration to the suitability of the district

11. Will the new zoning affect property values?

The property is located along Highway 2 West and Meadow Lake Boulevard. The property is surrounded by industrial and commercial uses with the exception of the assisted living facility and the cemetery. Any new use will be required to comply with building and fire code along with public works standards and the City's zoning code requirements. Converting the zoning designation from Light Industrial to General Commercial should preserve neighboring property values.

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

The property is designated Commercial in the City's 2019 Growth Policy. Half of the property is already zoned commercial. The property is located at the intersection of Highway 2 West and Meadow Lake Boulevard which is a signal-controlled intersection.

SUMMARY

The map amendment request conforms to the Columbia Falls City Growth Policy and review criteria/findings discussed above. The project will be fully served by Municipal services. The requested zoning amendment corrects the split zoning of the property as the new commercial zone will match the southern half of the property's zoning designation.

RECOMMENDATION

Staff recommends that the Columbia Falls Planning Commission adopt Columbia Falls Planning Office Staff Report #CZC-25-02 as findings of fact and recommend approval of the requested zone change to the City Council.

Exhibit A

Legal Description

Lots 1A, 2A, 3A, 4A, & 5Aof the Amended Plat of Lots 1, 2, 3, 4, and 5 of Sunshine, SE1/4SW1/4, Section 7, T30N, R20W, P.M.M., Flathead County, MT.

Planning Department

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

PHONE (406) 892-4391

FAX (406) 892-4413

PAID

APR 17 2025

CITY OF COLUMBIA FALLS

PETITION FOR ZONING MAP AMENDMENT

FILING FEE ATTACHED $ 1315

Zone Change Base Fee SEE FEE SHEET

NAME OF APPLICANT: Windsor Engineers on behalf of property owner Contact: Jack Dougherty, P.E.

MAIL ADDRESS: 27300 NE 10th Ave

CITY/STATE/ZIP: Ridgefield, WA 98642 PHONE: 218.203.8323

INTEREST IN PROPERTY: Owners representative

PLEASE COMPLETE THE FOLLOWING:

A. Address of the property: 2155 9th Street W Columbia Falls, MT 59912

B. Legal Description: (Subdivision Name, Lot & Block and/or Tract Number (Section, Township, Range)

Lot 1A, 2A, 3A, 4A, and 5A or an Amended Plat of Lots 1,2,3,4 and 5 of Sunshine, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County Montana. Section 07, Township 30 North, Range 20 West

(Attach sheet for metes and bounds)

C. Land in zone change (ac)

2.62 ac

D. The present zoning of the above property is: CI-1

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

F. State the changed or changing conditions that make the proposed amendment necessary:

We are requesting to rezone the entire parcel from split zoning (CI-1 and CB-2) to CB-2 (Community Business-2) to allow for cohesive and consistent development. The current split zoning creates planning and design challenges that limit the full potential of the site. Rezoning the parcel entirely to CB-2 will enable unified site planning, align with surrounding commercial uses, and prevent future compatibility issues between industrial and commercial uses.

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

A. Promoting the Growth Policy

Rezoning to CB-2 will eliminate split zoning and support cohesive commercial development along the Highway 2 corridor. This change aligns with the Columbia Falls Growth Policy by promoting compatible land use, infill development, and business growth in a key gateway area. The CB-2 designation better supports the site's location and intended commercial use.

B. Lessening congestion in the streets and providing safe access

Rezoning to CB-2 designation will allow for a more coordinated site design, including shared access points, internal circulation, and proper setbacks—reducing unnecessary curb cuts and traffic conflict points along 9th Street West. This promotes safer vehicle and pedestrian access while helping to lessen congestion on a busy corridor by encouraging efficient traffic flow and connectivity with neighboring commercial properties.

C. Promoting safety from fire, panic and other dangers

Rezoning to CB-2 allows for consistent development standards that ensure proper building placement, fire access, and adherence to commercial building codes. This promotes public safety by supporting site designs with adequate fire lanes, emergency access, and separation between structures, helping to reduce risks related to fire, panic, and other hazards.

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

Rezoning to CB-2 serves the public interest by enabling compatible commercial development that improves access to services, enhances traffic and pedestrian safety, and ensures appropriate use of infrastructure. It supports public health, safety, comfort, and overall well-being by promoting thoughtful, coordinated growth in line with the city's vision and planning objectives.

E. Preventing the overcrowding of land

Rezoning to CB-2 helps prevent overcrowding by applying clear development standards such as setbacks, lot coverage limits, and parking requirements, ensuring the site is used efficiently without being overbuilt.

F. Avoiding undue concentration of population

Rezoning to CB-2 does not result in an undue concentration of population, as the existing CI zone did not permit residential uses. Therefore, this change introduces no new residential density. Instead, the CB-2 zoning emphasizes commercial uses, which help distribute activity more evenly across the area and reduce pressure on housing and infrastructure.

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

The rezoning to CB-2 will accomplish the intent and purpose of facilitating adequate transportation, water, sewer, and other public services by allowing coordinated commercial development that aligns with city standards. While extensions may be needed, the CB-2 designation ensures they are planned efficiently, supporting long-term infrastructure capacity and access to essential public facilities.

H. Giving reasonable consideration to the character of the district

See next page.

The rezoning to CB-2 gives reasonable consideration to the character of the district by matching the surrounding commercial uses along 9th Street West. It supports compatible development in scale and function, preserving the corridor's intended commercial character while enhancing visual consistency and land use harmony.

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

The rezoning gives consideration to the peculiar suitability of the property by recognizing its prime location along Highway 2 as ideal for general commercial use. Its visibility, access, and proximity to other businesses make it well-suited for CB-2 zoning, which supports a broad range of commercial activities that benefit both the property and the surrounding area.

J. Protecting and conserving the value of buildings

Rezoning to CB-2 helps protect and conserve the value of buildings by promoting compatible commercial development, reducing land use conflicts, and encouraging investment in quality site design that supports long-term property value and neighborhood stability.

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

The rezoning encourages the most appropriate use of land by supporting orderly commercial growth in a key corridor, aligning with the city's long-term plans and ensuring development occurs in a coordinated, well-planned manner.

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.

_______________	4/9/2025
(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.

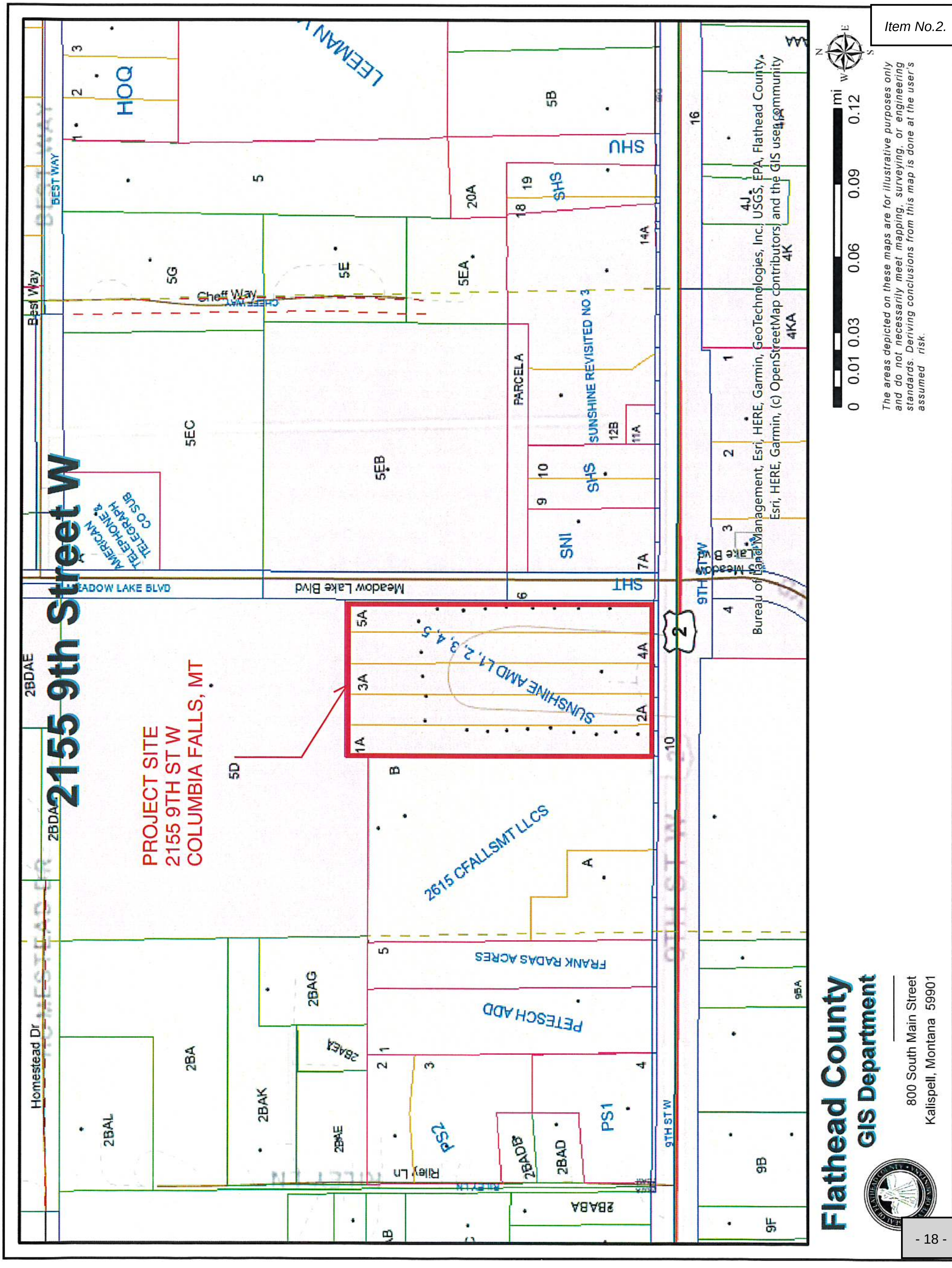
C. The application must be accepted as complete by the Columbia Falls Planning staff **thirty-five (35) days prior** to the date of the planning board meeting at which it will be heard in order that requirements of state statutes and the zoning regulations may be fulfilled.

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.


2155 9th Street W
PROJECT SITE
2155 9TH ST W
COLUMBIA FALLS, MT
SUNSHINE AMD L1, 2, 3, 4, 5
2615 CFALLSMT LLCS
FRANK RADAS ACRES
PETESCH ADD
SUNSHINE REVISITED NO 3
AMERICAN TELEPHONE & TELEGRAPH CO SUB
Meadow Lake Blvd
Homestead Dr
Cheff Way
Best Way
Riley Ln
9TH ST W
Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, Flathead County, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community
0 0.01 0.03 0.06 0.09 0.12 mi
The areas depicted on these maps are for illustrative purposes only and do not necessarily meet mapping, surveying, or engineering standards. Deriving conclusions from this map is done at the user's assumed risk.
Flathead County
GIS Department
800 South Main Street
Kalispell, Montana 59901

First American

44 4TH ST W, PO BOX 188
KALISPELL, MT 59901

YELLOWSTONE

0100277432840262135

Transmittal

2155 COLUMBIA FALLS, LLC
1925 GRAND AVE, STE 129
BILLINGS, MT 59102

05/16/2022

Order Number: 1021265

Enclosed: 1 attached document(s)

Page Count: 6

Insured Titles

OWNER'S POLICY OF TITLE INSURANCE

Policy Number **OX 14224940**

Issued by Old Republic National Title Insurance Company

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, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida 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.
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.

Issued through the Office of:

Insured Titles

Authorized Signature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By C Monroe *President*

Attest David Wold *Secretary*

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.

CONDITIONS AND STIPULATIONS

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 endorsement 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.

6. 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 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

ORT Form 4309A
Schedule A for ALTA Owners Policy of Title Insurance 6-17-06

SCHEDULE A

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

File No.:	**1021265-WHI**	Policy No.: **OX 14224940**
Address Reference:	**2155 9th St. W. Columbia Falls, MT 59912**	

1. Name of Insured:

   2155 Columbia Falls, LLC

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

   Fee Simple

3. Title is vested in:

   2155 Columbia Falls, LLC

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

   Lot 1A, 2A, 3A, 4A, and 5A of an Amended Plat of Lots 1, 2, 3, 4, and 5 of Sunshine, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

   Excepting therefrom that portion deeded to the State of Montana for Highway purposes in Deed recorded November 13, 1979, in Book 679, Page 988, as Doc. No. 17328.

ORT Form 4309B
Schedule B of ALTA owners Policy of Title Insurance 6-17-06

SCHEDULE B

Policy No.: OX 14224940

File No. 1021265-WHI

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. 2022 taxes and special assessments are an accruing lien, amounts not yet determined or payable.

10. Easement for cable television and communication system granted to Northwest Video, Inc., recorded March 21, 1968 in Book 495, Page 474 as Instrument No. 2045.

11. Agreement upon the terms, conditions and provisions contained therein:
    Parties: Lazy Days Trailer Court and The City of Columbia Falls
    Recorded: March 11, 1998, as Instrument No. 1998-070-10150

12. Resolution No. 1129 for Annexation purposes, recorded August 27, 1998, as Instrument No. 1998-239-10300, and revised November 5, 1998, as Instrument No. 1998-309-10070.

13. Resolution No. 1168 for street maintenance, recorded July 9, 1999, as Instrument No. 1999-190-09170.

14. Unrecorded leaseholds; rights of parties in possession, rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein, and rights of tenants to remove trade fixtures.

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 An Amended Plat of Lots 1, 2, 3 4, and 5 of Sunshine, 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. Deed of Trust dated April 20, 2022, to secure an original indebtedness of $1,235,000.00, and any other amounts and/or obligations secured thereby
Recorded: April 20, 2022, as Instrument No. 2022-000-10158
Grantor: 2155 Columbia Falls, LLC
Trustee: Insured Titles
Beneficiary: First Interstate Bank

    Assignment of Rents by instrument recorded April 20, 2022, as Instrument No. 2022-000-10159.

17. Hazardous Substances Certificate and Indemnity Agreement upon the terms, conditions and provisions contained therein:
Parties: 2155 Columbia Falls, LLC and First Interstate Bank
Recorded: April 20, 2022, Instrument No. 2022-000-10160

rev. 07/2016

OLD REPUBLIC TITLE

FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title Share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy.
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you: • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.*
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • *Old Republic Title does not share with non-affiliates so they can market to you*
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. • *Old Republic Title doesn't jointly market.*

Affiliates Who May Be Delivering This Notice

American First Abstract, LLC	**American First Title & Trust Company**	**American Guaranty Title Insurance Company**	**Attorneys' Title Fund Services, LLC**	**Compass Abstract, Inc.**
eRecording Partners Network, LLC	**Genesis Abstract, LLC**	**Kansas City Management Group, LLC**	**L.T. Service Corp.**	**Lenders Inspection Company**
Lex Terrae National Title Services, Inc.	**Lex Terrae, Ltd.**	**Mara Escrow Company**	**Mississippi Valley Title Services Company**	**National Title Agent's Services Company**
Old Republic Branch Information Services, Inc.	**Old Republic Diversified Services, Inc.**	**Old Republic Exchange Company**	**Old Republic National Title Insurance Company**	**Old Republic Title and Escrow of Hawaii, Ltd.**
Old Republic Title Co.	**Old Republic Title Company of Conroe**	**Old Republic Title Company of Indiana**	**Old Republic Title Company of Nevada**	**Old Republic Title Company of Oklahoma**
Old Republic Title Company of Oregon	**Old Republic Title Company of St. Louis**	**Old Republic Title Company of Tennessee**	**Old Republic Title Information Concepts**	**Old Republic Title Insurance Agency, Inc.**
Old Republic Title, Ltd.	**Republic Abstract & Settlement , LLC**	**Sentry Abstract Company**	**The Title Company of North Carolina**	**Title Services, LLC**
Trident Land Transfer Company, LLC				

NO. 31262

CITY OF COLUMBIA FALLS NOTICE OF PUBLIC HEARINGS

The Columbia Falls Planning Commission will hold a public hearing for the following item at their regular meeting on Thursday, June 12, 2025 at 6:00 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 Monday, July 7, 2025 starting at 7:00 p.m. in the same location.

A zone change request from the existing CI-1 (Light Industrial) to CB-2 (General Commercial): The 2155 Columbia Falls LLC is requesting a zone change (Map Amendment) for the north half of the property from the present CI-1 (Light Industrial) zoning designation to CB-2 (General Business) zoning designation. The southern half of the property is already zoned CB-2. The property is the site of the Lazy Day Trailer Park and is addressed as 2155 9th Street West Columbia Falls. The property is described as Lots 1A, 2A, 3A, 4A, and 5A of the Amended Plat of Lots 1, 2, 3, 4, and 5 of Sunshine; Section 7, 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: 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 9th day of May, 2025

/s/Eric Hanks
Eric Hanks, City Manager/Planning & Zoning Administrator
COLUMBIA FALLS PLANNING COMMISSION

May 25, 2025
MNAXLP

Item No.2.

STATE OF MONTANA

FLATHEAD COUNTY

AFFIDAVIT OF PUBLICATION

DARLENE TREWEEK 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.** 31262

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 May 25, 2025

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.

Darlene Treweek

Subscribed and sworn to
Before me this May 25, 2025

Dorothy I. Glencross

Dorothy I. Glencross

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

DOROTHY I GLENCROSS
NOTARY PUBLIC for the
State of Montana
Residing at Kalispell, Montana
My Commission Expires
September 12, 2025

DOROTHY I GLENCROSS NOTARIAL SEAL STATE OF MONTANA

Planning Department

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

PHONE (406) 892-4391

FAX (406) 892-4413

May 23, 2025

Re: Public hearing notice for a Zone Change/Zoning Map Amendment at 2155 9th Street West, Columbia Falls.

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 from 2155 Columbia Falls LLC. The application is a Zone Change request for the north half of the property from CI-1 (Light Industrial) to CB-2 (General Business) matching the southern half of the property

If you have questions or comments concerning this matter, please call, visit or write me at City Hall. For written comment to be included in the Planning Commission packet, it needs to be submitted to the City Clerk, 130 6th Street West, Columbia Falls, MT 59912 no later than Thursday June 5th 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 June 12th, 2025.

Sincerely,

Eric H. Mulcahy

Eric H. Mulcahy, City Planner

CITY OF COLUMBIA FALLS

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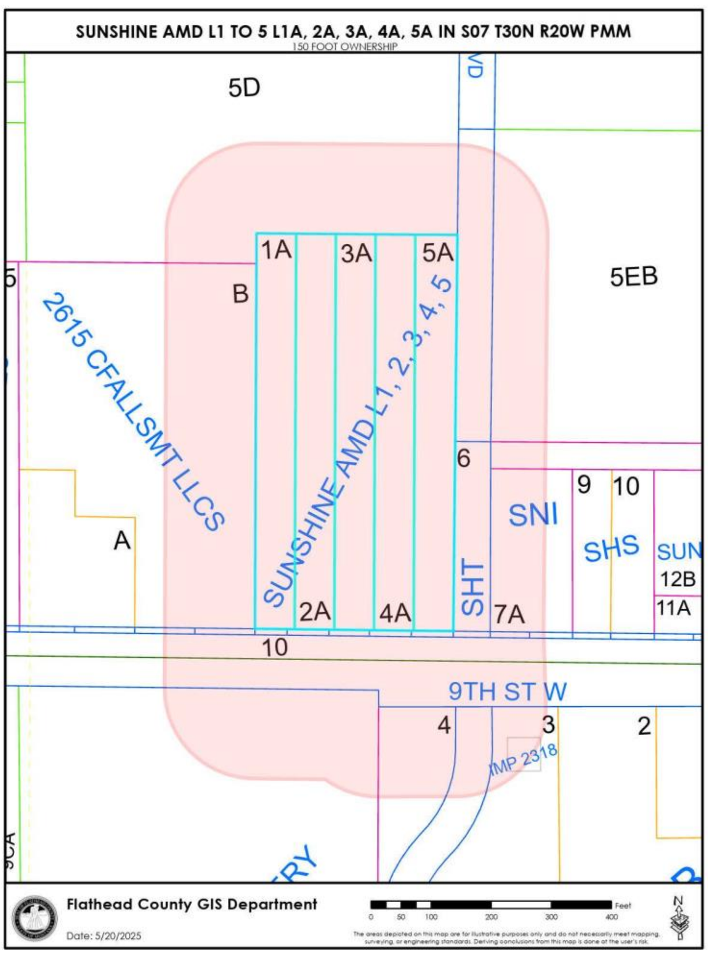

Dear Ms. Staaland,

The Montana Department of Transportation (MDT) staff received your Public Hearing Notice for a Zone Change/Zoning Map Amendment at 2155 9th Street West, Columbia Falls. The Developer and Eric Mulcahy have also contacted MDT Kalispell Area staff concerning this property concerning development. MDT is not opposed to the zoning change.

The MDT Kalispell Area staff provided the comments below to Mr. Mulcahy.

Thank you for contacting the Montana Department of Transportation (MDT) regarding the zone change at 2155 9th Street West (US 2) in Columbia Falls. It appears that a review of the parcel's access and/or a change of use approach permit will need to be requested for this proposal.

MDT is concerned with the impact new development will have on the highway system. The number of additional vehicular trips the development will generate is the specific concern. Approaches to the highway system should be kept to a minimum to help facilitate safe traffic flow by reducing conflict points. Access to the highway may not be granted when reasonable access can be obtained from a lower classified roadway. If deemed necessary, this proposal may be sent through MDT's Systems Impact process for review.

Any new access or change in use of an existing access requires an approach permit to be approved by the MDT. The development would need to complete a Driveway Approach Application and an Environmental Checklist, found online at https://app.mdt.mt.gov/mntencr/. Any utility work within the highway right-of-way will require review and approval through MDT's electronic permitting process, known as the Utility Permitting Administration System (UPAS). Refer to this webpage for further information http://mdtupas.com/.

If you have any questions concerning these comments you can contact the MDT Kalispell Staff. They are copied on this email.

Thank you for the opportunity to comment.

Jean

Jean A. Riley, P.E.

Transportation Planning Engineer

Policy, Program & Performance Analysis Bureau

Montana Dept. of Transportation

406-444-9456