



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, MARCH 09, 2021 BEGINNING AT 6:30 PM
COUNCIL CHAMBERS CITY HALL

NOTE: The Planning Board meeting will be held in the Council Chambers as well as by virtual meeting to provide for social distancing and public health and safety. The Board requests attendees wear masks for the health and safety of the public and the City employees and officials. Contact City Clerk Barb Staland no later than 6 pm the night of the meeting to register for ZOOM meeting access information by calling (406) 892-4391 or email: staalandb@cityofcolumbiafalls.com

CALL TO ORDER AND ROLL CALL

APPROVAL OF MINUTES:

1. Approval of February 9, 2021 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 ACTION:

2. **Request change in zoning from CSAG-10 (Suburban Agricultural) to CSAG-5 (Suburban Agricultural) in the Columbia Falls Zoning Jurisdiction:**
The applicant, Wayne Hull, is requesting a zone change for property at 7030 Highway 2 East, Columbia Falls from the current CSAG-10 (Suburban Agricultural) with a 10 acre minimum lot size to a CSAG-5 (Suburban Agricultural) with a five acre minimum lot size. Permitted and Conditionally permitted uses are almost identical in the two zoning designations. The vacant property is approximately 10 acres in size and is located approximately ¼ mile east of the bridge over the Flathead River. The property is described as Parcel 1 of COS 16981 of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County.
 - A. Adopt Staff Report CZC-21-02 as Findings of Fact
 - B. Recommend Approval of Zone Change to City Council

ADJOURNMENT

Next Regular Planning Board Meeting – TBD (April 13th or May 11th)

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CALL TO ORDER AND ROLL CALL

Present: Russ Vukonich, Robert Smith, Claudette Byrd-Rinck, Sam Kavanagh, Mike Shepard, Clay Lundgren Patti Singer and Kurt Nelson (via Zoom). Absent: Steve Duffy.

Also present: City Manager Nicosia, City Planner Mulcahy, Public Works Clerk Vissotzky, and City Attorney Breck.

BOARD REORGANIZATION:

City Manager Nicosia asked the Board to welcome Clay Lundgren, a new city member to the Board as he was recently appointed to the position by the City Council.

Motion by Shepard to nominate Vukonich as Board Chairman, second by Kavanagh. All members voted in Favor. Absent: Steve Duffy.

Motion by Singer to nominate Shepard as Board Vice Chairman, second by Lundgren. All members in Favor. Absent: Steve Duffy.

APPROVAL OF MINUTES:

Approval of November 10, 2020 Regular Meeting Minutes

Motion made by Shepard, Seconded by Singer. Voting Yea: Vukonich, Shepard, Byrd-Rinck, Nelson, Singer, Smith, Kavanagh, and Lundgren. Absent: Steve Duffy.

Public Comment: None.

PUBLIC HEARINGS AND ACTION:

Chairman Vukonich read the notice of hearing and asked for the staff report presentation:

Request for a Conditional Use Permit to construct a House and Accessory Dwelling over 800 Square Feet: Lori Bjork is requesting a Conditional Use Permit to construct a new house of 2,600 square feet and convert the existing house of 1,700 square feet into an accessory dwelling unit. The Columbia Falls Zoning Code requires a Conditional Use Permit (CUP) for Accessory Dwelling Units (ADU) that exceed 800 square feet in residential zones. The 0.98-acre property is described as Assessor's Tract 3AC in SE4NW4SE4 of Section 4, Township 30 North, Range 20 West, P.M.M., Flathead County. The property is located 1550 14th Street EN but also has frontage on 13th Street EN.

City Planner Mulcahy delivered Staff Report CCU-21-02, reviewing each of the Findings of Fact. The property is currently zoned CR-4 Urban Residential. An ADU is allowed with an Administrative Conditional Use Permit

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if it is less than 800 square feet. The applicant would like one larger than that, and therefore it needs a Conditional Use Permit with final approval by the City Council.

Chairman Vukonich asked the Board if there were any questions for staff. Kavanagh asked if the house was currently on a shared well, with Vukonich questioning how many houses are on it. Mulcahy responded that it is on a shared well with 6-7 houses on it currently. The applicant Lori Bjork stated they will possibly add a new individual well for the ADU. The existing property is underutilized, as it is mostly timber, she said.

Chairman Vukonich opened the public hearing for Public Comment at 6:43P.M.: None. No written or verbal testimony received prior to the hearing.

Motion made by Kavanagh to adopt Staff Report CCU-21-02 as Findings of Fact, Seconded by Singer. Voting Yea: Vukonich, Shepard, Byrd-Rinck, Nelson, Singer, Smith, Kavanagh, and Lundgren. Absent: Steve Duffy.

Vukonich questioned the distance between the CFAC well testing and the shared well. Bjork stated that the shared well was included in the CFAC testing and it has tested clean consistently.

Motion made by Shepard to recommend approval of CCU-21-02 to City Council, Seconded by Singer. Voting Yea: Vukonich, Shepard, Byrd-Rinck, Nelson, Singer, Smith, Kavanagh, and Lundgren. Absent: Steve Duffy.

Chairman Vukonich read the notice of hearing and asked for the staff report presentation:

Request for a Conditional Use Permit to construct an Accessory Dwelling in the existing house in the CB-2 Zoning District: Kevin and Cindy Hooker (current owners) and Six Peaks, LLC (prospective owners) are requesting a Conditional Use Permit to convert half of the existing 1,288 square foot house into an accessory apartment. The house is located at 28 6th Street East in Columbia Falls and is zoned CB-2 (General Business). The zoning code allows Single Family Residential use as a permitted use in the CB-2 and it allows an Accessory Apartment within the same building with a Conditional Use Permit (CUP). The 6,250 square feet property is described as Lot 11, Block 45 of the Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

City Planner Mulcahy delivered Staff Report CCU-21-03, reviewing each of the Findings of Fact. Mulcahy discussed the history of ADU's in zoning and their uses, noting that the Board and Council may review in the future if necessary. Mulcahy noted that the property is in the CB-2 General Business Zone with three sides of the property commercially zoned. The proposed ADU would be inside the existing single-family residence. One written public comment was received and is included in the packet Mulcahy noted that the same individual had contacted him and discussed her concerns with him in addition to writing the letter.

Chairman Vukonich asked the Board if there were any questions for staff. Kavanagh asked if the property must get a Conditional Use Permit to be used for short-term vacation rentals. Mulcahy stated vacation rentals are a permitted use in CB-2 and Nicosia noted that the owners must still complete an application, get the required inspections, enroll with MT DOR and obtain a City business license.

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Chairman Vukonich asked the applicant to address the Board. Chelsea Cummings, 218 Blackmore Ln, representing Six Peaks LLC. Cummings noted that the applicants live in Columbia Falls and want to add value to the community. They plan on using the property for either a short or long term rentals. They have four off street parking spots with the garage and driveway which will be clearly marked. Cummings noted that parking in the area is already congested and as the owner, they can control what happens on the property but not at the surrounding businesses. Cummings noted that noise will be monitored by technology that gives alerts past certain decibel levels. Stay limits will be enforced and guest numbers limited. They want to make the area better and share their community.

Vukonich asked if any Board members had questions for the applicant. Singer asked how the owners planned on limiting the number of tenants. Cummings noted that they will follow fire code and occupancy limits, for example one bedroom unit will have 2 persons with king bed in bedroom and the living room will have a pullout couch and the other unit may have 2 beds in the bedroom and a pullout couch for 4-6 person occupancy; they see the use for a family with children. Owner Jessica Johnston also reported that they purchased the property as an investment for either long-term or short-term rentals. They may operate it this summer as is or construct the second unit. Singer discussed the market trends for one- and two-bedroom vacation rentals. Johnston said the proposed plan with two units provides for more flexibility.

Chairman Vukonich opened the public hearing for Public Comment at 7:06 P.M.: None

Vukonich asked staff if the occupancy limit is a condition. Nicosia stated that occupancy is set by zoning, fire, and building code. Kavanagh asked if the applicants could utilize a lockout design. Mulcahy said lockouts are allowed but they usually do not include a full second kitchen as proposed in this design. Kavanagh asked staff for the expiration term of a conditional use permit if no action is taken, 18 months? Mulcahy clarified that the applicant has 12 months to commence the activity or request an extension. Vukonich stated that this area has always seen parking congestion from the neighboring businesses. Kavanagh asked for clarification on the previous denied permit as referenced in the public comment letter. Nicosia reported that the original owner of the property, Leonard Knudsen, submitted a building permit application in 2003 to build a small three-unit motel that was going to be operated as long-term rentals, no motel office or onsite management. Nicosia noted that the building permit was denied in 2003 as it did not meet the CB-2 zoning requirements and the owner went on to build the single family residence in 2004. Nicosia also noted that the City did not establish short-term vacation regulations until 2012. Kavanagh said establishing an ADU so two vacation rentals could exist is not how he saw ADU's working and he suggested the Board should reevaluate the regulations since this could set a precedence and affect the housing supply. Mulcahy stated the code is fluid and that the Board could revisit it in the future if they saw a need to do so; noting that the Accessory Dwelling regulations established in February 2018 require a separate conditional use permit for short-term vacation rentals in an accessory dwelling in the residential zones. Vukonich asked Nicosia if this is any different than the normal vacation rental application process. She stated that vacation rentals are permitted in the CB-2 zone with a completed application and a business license and do not require a conditional use permit.

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Motion made by Byrd-Rinck to adopt Staff Report CCU-21-03 as Findings of Fact, Seconded by Lundgren. Voting Yea: Vukonich, Shepard, Byrd-Rinck, Nelson, Singer, Smith, Kavanagh, and Lundgren. Singer noted that the applicant has one year to construct the second unit and believes it is in their owner's best interest to use that time. Absent: Steve Duffy.

Motion made by Singer to recommend approval of CCU-21-03 to City Council, Seconded by Shepard. Voting Yea: Vukonich, Shepard, Byrd-Rinck, Nelson, Singer, Smith, Kavanagh, and Lundgren. Absent: Steve Duffy.

Chairman Vukonich read the notice of hearing and asked for the staff report presentation:

Request to change the zoning from CR-5 (Two Family Residential) to CRA-1 (Multi-Family Residential) in the Columbia Falls Zoning Jurisdiction: The applicant, Toby Gilchrist, is requesting a zone change for 302 Meadow Lake Boulevard from the current CR-5 Two-Family designation to a CRA-1 Multi-Family residential designation. The vacant property is approximately 2.5 acres in size and is located approximately ¼ mile north of Highway 2 on Meadow Lake Blvd. The property is described as Assessors' Tract's 2BDAE and 2BDAEA of Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County.

City Planner Mulcahy delivered Staff Report CZC-21-01, reviewing each of the Findings of Fact. The current zoning is CR-5 Two Family Residential and the applicant would like to change it to CRA-1 Residential Apartment. The applicant is proposing the multi-family units to help meet the need for workforce housing. The area has grown over the years and in the 2019 Growth Policy it was changed to multi-family. Mulcahy noted that Multi-family is a good buffer to industrial uses for neighboring residences. Meadowlake Blvd is a collector road with a sewer main running from Highway 2 to Meadowlake Resort. The proposed plan will have the entrance at the intersection of Best Way and Meadowlake Blvd. The property is within city limits and has access to sewer. The applicant would be required to extend the City water main to this property. Mulcahy reported that there are no City parks close by and it is ¾ mile to the elementary school. Based on national data, it can be expected to have around 11 children residing there for a project of this size. Mulcahy reported that he received 3 phone calls and 4 letters received in opposition to the project (2 letters were from callers).

Chairman Vukonich asked the Board if there were any questions for staff. Vukonich asked if this project included the cut through road to North Hilltop Rd that had been approved. Nicosia responded that was in another project to the north that has not been platted. Singer stated that the intersection of Highway 2 and Meadowlake Blvd was not safe for those wanting to turn. Further, she noted that portions of the Meadowlake Blvd roadway are slippery and the speed limit is not followed. Mulcahy informed the Board that Meadowlake Blvd is a collector road and is designed to handle a large traffic load; he also noted that Highway 2 is under Montana Department of Transportation (MDOT) jurisdiction and the department completes warrant studies on the required traffic devices. Mulcahy noted that the proposed 36 units does not trigger a required traffic study, typically required at a minimum of 40 units. Mulcahy noted that the City is currently working on a Comprehensive Transportation Plan with MDOT and the highway intersection has been noted in the plan as needing review. Singer stated that MDOT needs to examine the intersection as she believes the intersection should have green turn lights. Shepard questioned if the road was wide enough. Mulcahy stated it is not extremely wide and has no shoulder but it was built to county road standards. Mulcahy said the Board could ask

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for a shoulder next to the applicant's sidewalk on their property. The Board members discussed their experiences with traffic in the area and on Meadowlake Blvd.

Chairman Vukonich opened the public hearing for Public Comment at 7:38 P.M. The Board packet included four written comments: Zeiler, Goodman, Holding and Lawson.

Aaron Wallace of Montana Creative, representative for the applicant. They are requesting a zone change to multi-family that meets the 2019 Growth Policy. The applicant selected this property based on the multi-family designation. The apartments are designed for long term rentals to meet the need for work force housing. The applicant acknowledges there is heavy traffic in the area and that the State, County and City need to address the traffic issues as the area grows. Regardless of the project's outcome, the traffic issues need to be addressed by the government agencies. Wallace noted that the project is under 40 units and is not required to perform a traffic study. If this project is denied, it is also denying any future projects in the area.

Philip Zeiler, 165 Homestead Dr., noted that he had submitted a letter of opposition. Meadowlake Blvd is the only road with an overpass in the area. Everything north of the overpass bottlenecks into the road. Over the years the traffic has increased. He heard there are another 40 lots for sale by Meadowlake Resort. The area is continuing to grow. He works on Halfmoon Rd and the areas is now in constant use. Meadowlake Blvd will be the same. It is unsafe for kids playing and going to school. He acknowledges the valley will continue to grow.

Brook Stearns Lawson, 292 Meadowlake Blvd, noted the she also submitted a letter of opposition. She understands the need for growth. As a neighbor, she would like the buffer area to be maxed. Lawson asked the Board to please add connecting sidewalks to the area and not just on the project's property. The traffic in the area is dangerous. Last year her dog was killed on the road. It is a very narrow road with blind curves. Please fix the existing problems before adding to them.

Chairman Vukonich closed the Public Hearing at 7:50 P.M.

Kavanagh said it is a good place for multi-family housing, but the City needs to make sure the area is safe before having projects built. He was in both a car and a bike accident on that road when he was younger. Meadowlake Blvd is not safe for pedestrian use. Kavanagh noted that the project could add roughly 90 more vehicles. Shepard stated the area has largely been ignored because there is no money to improve it. The fact that it is a country road complicates the problem in his opinion. The access to the apartments at Best Way is a concern for Shepard. Singer said this project will set precedence in the area and open up the land next to it for similar use. Mulcahy replied that the land to the south of the project is zoned CI-1 Light Industrial and could have heavier uses currently permitted. Singer noted that she drives this road and is shocked by amount of people walking on it. She is very concerned about the safety of the road. MDOT controls Highway 2 and they need to work on the problem. Nelson suggested that a four way stop at Meadowlake Blvd and Best Way might not even be feasible to control traffic. Vukonich asked Staff if the Growth Policy set precedence. Mulcahy confirmed it did as the Growth Policy map designates this area as multi-family. Vukonich stated the Board did not foresee the area growing this fast during the growth policy review and that there are very real problems that

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need to be addressed. Mulcahy informed the Board that this project or another project will not change that the road was designed to be a collector. He noted that the conditions for project approval must be proportional to the project. Mulcahy noted that in Montana, infrastructure follows development. Mulcahy noted that the City recently attained the population number needed to designate the area as Urban Transportation and just this year the City and MDOT are completing the first Columbia Falls Urban Transportation Comprehensive Transportation Plan. Mulcahy noted that pedestrian connectivity could be added as a condition, but it is not up to this one project to fix all of the traffic and pedestrian problems in the area. Vukonich stated this was likely not the time for conditions since the Board is looking at a zone change and not at the CUP currently. Vukonich stated the zone change meets the 2019 Growth Policy map designation. Kavanagh suggested that the Board needs to be careful about future growth speculation and consider the infrastructure in place or needed for the map designations although he stated that he stands by the vote for multi-family on the map. Kavanagh stated that the Transportation Plan will be helpful. Currently the Board does not have enough data to truly plan the area. Shepard led a short discussion on the Highline Apartments, their impacts, and if there is any correlation that can be made to this project. Lundgren stated the intersection at Best Way is aligned with the project's access, but he agrees with the concern showed. Kavanagh said the Staff Report does not adequately address the traffic congestion in the area and there is no connecting sidewalk to the project. Kavanagh stated that the report needs to mention that a change to CRA-1 can affect the area negatively.

Motion made by Lundgren, seconded by Nelson, to adopt Staff report CZC-21-01 as Findings of Fact. Voting Yea: None. Voting No: Vukonich, Lundgren, Shepard, Byrd-Rinck, Nelson, Singer, Smith, Kavanagh. Absent: Duffy

Upon this vote, the Board did not proceed with the hearing on the Conditional Use Permit.

ADJOURNMENT - Duly adjourned at 8:16 p.m.

Chairman, Vukonich

Alex Vissotzky | Public Works Clerk

NOTICE OF PUBLIC HEARING

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, March 9, 2021 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Monday April 5, 2021 starting at 7:00 p.m. in the same location. Both hearings will be conducted in accordance with the most current recommended and/or required public health and safety protocols in place at the time of the hearing. The City website, <https://cityofcolumbiafalls.org>, will contain updated information if there is any change to the planned hearings.

Request change the zoning from CSAG-10 (Suburban Agricultural) to CSAG-5 (Suburban Agricultural) in the Columbia Falls Zoning Jurisdiction:

The applicant, Wayne Hull, is requesting a zone change for property at 7030 Highway 2 East, Columbia Falls from the current CSAG-10 (Suburban Agricultural) with a 10 acre minimum lot size to a CSAG-5 (Suburban Agricultural) with a five acre minimum lot size. Permitted and Conditionally permitted uses are almost identical in the two zoning designations. The vacant property is approximately 10 acres in size and is located approximately ¼ mile east of the bridge over the Flathead River. The property is described as Parcel 1 of COS 16981 of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County.

Persons are allowed to attend the hearing(s), subject to the most recent public gathering restrictions enacted by County and State agencies at or prior to the time of the hearing. Persons are encouraged to submit written comments prior to the meeting. Written comments carry the same weight as public testimony given during the hearing. Written comments may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. For more information on the proposed Zone Change, please call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

DATED this 16th day of February, 2021

Susan Nicosia

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

Publish: Daily Interlake Sunday February 21th, 2021

**ZONE CHANGE REQUEST
COLUMBIA FALLS AREA ZONING JURISDICTION
TWIN PEAKS FARMS, LLC
COLUMBIA FALLS PLANNING OFFICE STAFF REPORT CZC#21-02
FEBRUARY 26, 2021**

A report to the Columbia Falls City-County Planning Board and Zoning Commission and the Columbia Falls City Council regarding a request to amend the zoning classification from CSAG-10 (Suburban Agricultural) to CSAG-5 (Suburban Agricultural) within the Columbia Falls Zoning Jurisdiction. The zone change request is scheduled for a public hearing before the Planning Board on Tuesday, March 9, 2021, at 6:30 P.M. A subsequent hearing will be held by the Columbia Falls City Council April 5, 2021 at 7:00 P.M.

BACKGROUND INFORMATION

A. PETITIONERS

Owner:

Twin Peaks Farms, LLC
197 S. Silverwood Way
Eagle, ID 83616

Applicant:

Wayne Hull
12384 Herbaugh Rd.
Bentonville AR 72712

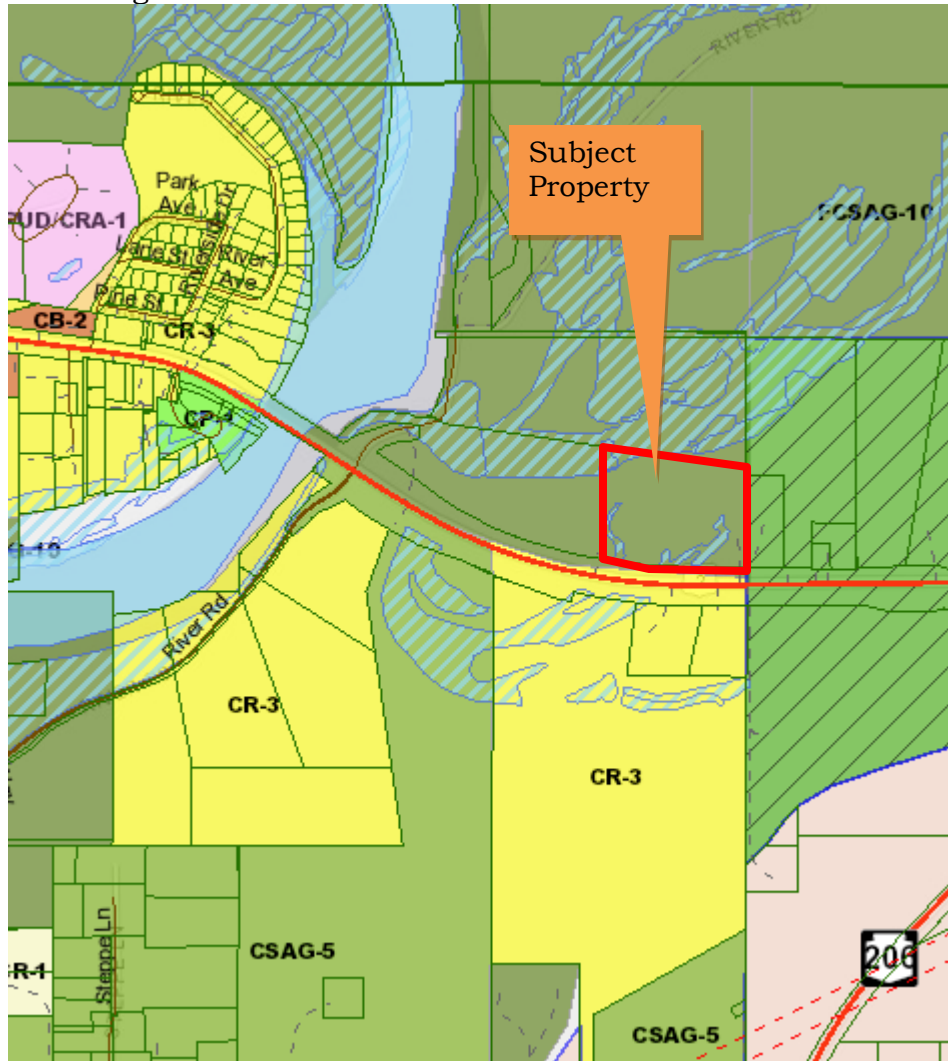
B. LOCATION/DESCRIPTION

The property is located at 7030 Highway 2 E. Columbia Falls. The 10 acre property is described as Parcel 1 of COS 16981 (Assessor's Tract 3FB) in Section 16, T30N, R20W, P.M.M., Flathead County.

C. REQUEST

The request would amend the zoning on this site from CSAG-10 (Suburban Agricultural) to CSAG-5 (Suburban Agricultural). See figure 1. The property is approximately 10 acres in size and is currently vacant.

Figure 1



Flathead County GIS

D. REASON FOR REQUEST

The applicant is requesting the zone change as he would like to split the property so that he can build a house for himself and his son can build a house and live next door.

E. EXISTING LAND USE

The parcel is a vacant parcel with a hay crop. (See Figure 2).

Figure 2



Source: Flathead County GIS – Photo Layer

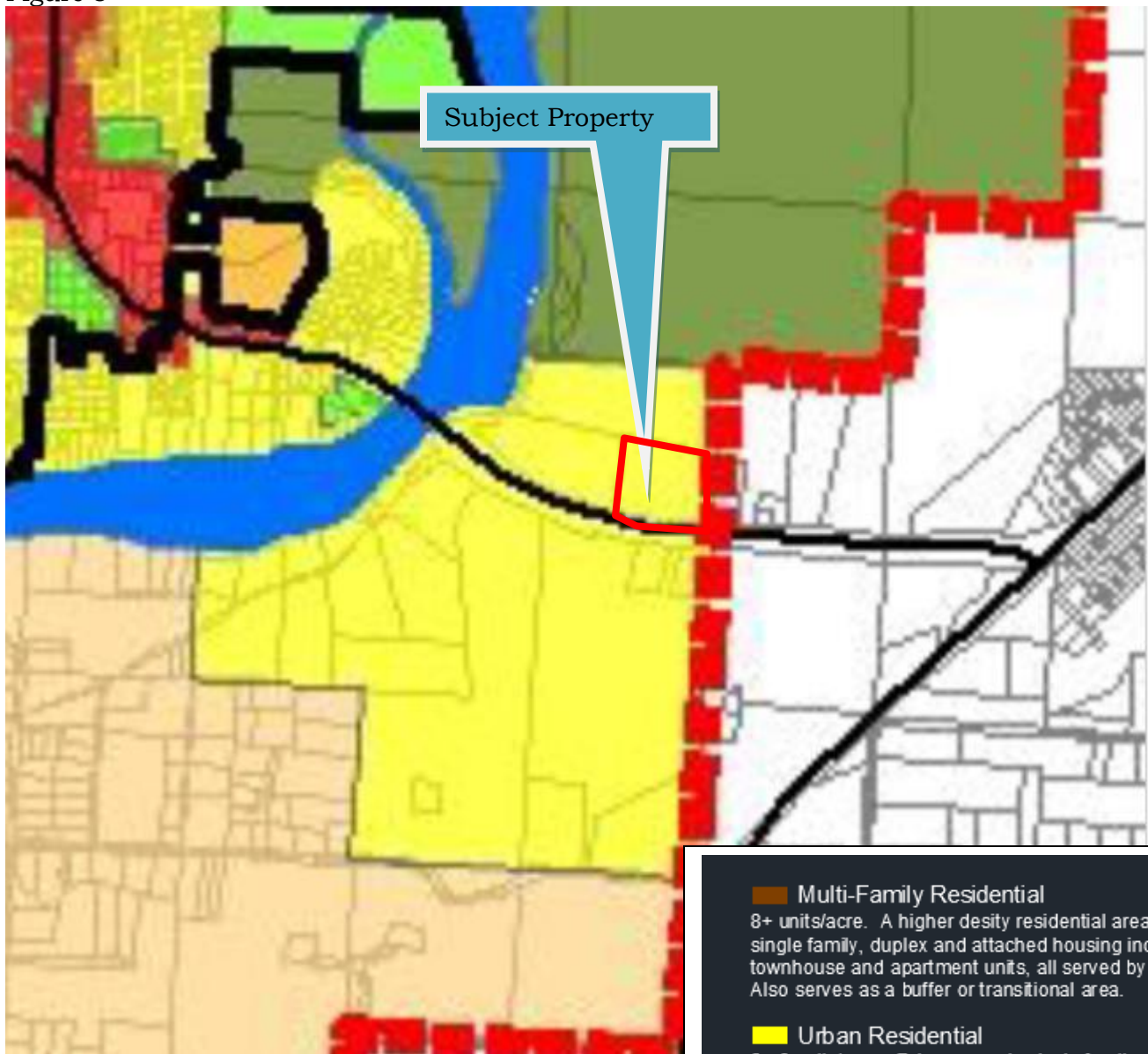
F. ADJACENT ZONING AND LAND USE:

Direction from Site	Current Zoning	Current Use
North	CSAG-10 and FCSAG-10	Grazing and open lands
South	CR-3 (The Benches Preliminary Plat) and CSAG-5	Residential and Kennels
West	CSAG-10	Residential and agricultural uses
East	SAG-10, unzoned, FC Scenic Corridor	Residential and agricultural uses, commercial

G. GROWTH POLICY DESIGNATION

The Columbia Falls Growth Policy Map designates the subject property for “Urban Residential” (Figure 3). The proposed CSAG-5 zoning is not an urban zoning designation but it is a transitional zoning classification that “provides a buffer between urban and unlimited agricultural uses, encouraging separation of such uses in areas where potential conflicts of uses will be minimized, and to provide areas of estate-type residential development.” The Growth Policy document is a guide and not a regulatory document and therefore zoning map amendments can loosely follow the growth policy as is the case here. The subject property is near and adjacent to other Suburban Agricultural zoning designations and at present there are no public sewer or water facilities that would support the urban density proposed in the Growth Policy.

Figure 3



Excerpt from the 2019 Columbia Falls
Growth Policy Map

Multi-Family Residential

8+ units/acre. A higher density residential area with single family, duplex and attached housing including townhouse and apartment units, all served by urban services. Also serves as a buffer or transitional area.

Urban Residential

2 - 8 units/acre. Primary use is single family residential with limited duplex, and multi-family housing anticipated, and fully served by urban services.

Suburban Residential

1 - 2 units/acre. Primary use is limited agriculture and single family residential in a quasi-rural setting, with with some but not all urban services available

Agriculture/Timber/Estate/Rural Preserve

A rural area with limited urban services outside of the immediate development needs of the city, including corporate and public lands, estate housing and protective buffers for industry, such as CF Aluminum Company

H. UTILITIES/SERVICES

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

EVALUATION BASED ON STATUTORY CRITERIA

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

1. **Does the requested zone comply with the Growth Policy?**
The Columbia Falls Growth Policy Map designates the subject property Urban Residential (Figure 3). The proposed CSAG-5 zoning is not an urban zoning classification but the Columbia Falls Zoning Code defines this zoning as a transition land use category buffering more intensive agricultural uses from higher density residential uses. Given the location and transitional nature of this area, Staff determines that the proposed zoning is consistent with the Growth Policy.
2. **Is the requested zone designed to lessen congestion in the streets?**
The subject property consists of approximately 10 acres. The proposed CSAG-5 designation is much less intense than the CR-3 zoning that is located south of the highway. At most, the applicant would be able to split the property one time under the proposed zoning.
3. **Will the requested zone secure safety from fire, panic, and other dangers?**
The property is located in the Badrock Fire District. According to the Flathead GIS Website, the property is not mapped within the Wildland Urban Interface. The property is not located or mapped within the 100-year floodplain of the Flathead River (FIRM Panel 1435J).
4. **Will the requested change promote the health and general welfare?**
The proposed zone change establishes a density of one dwelling unit per five acres. Development of any structure will require approval of on-site water and sewer systems by the Flathead City-County Health Department. The zoning will also buffer urban uses from the potential conservation easement under consideration for the former CFAC lands.
5. **Will the requested zone provide for adequate light and air?**
The proposed CSAG-5 allows one dwelling per five acres. The setbacks for the CSAG-5 zone are 20-feet on all sides while the CSAG-10 has 30-feet front and 20-feet on sides and rear. Lot coverage is also similar with 25% on CSAG-5 and 20% on CSAG-10. The proposed zoning will provide adequate light and air.
6. **Will the requested zone prevent the overcrowding of land?**
The proposed zone change would only increase the density of the property by one parcel. The proposed zoning will not overcrowd the land.

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

The proposed CSAG-5 allows one dwelling per five acres while the existing CSAG-10 allows one dwelling per ten acres. With a total of ten acres in the subject property the permitted dwellings will not create an undue concentration of people.

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

The proposed zone change does not by itself provide for or require the adequate provisions of infrastructure. However, when the applicant builds on the property, water and sewer will be provided by on-site systems compliant with MDEQ rules. The applicant will need to secure an approach permit from the MDOT for the increased use. Schools are provided by the Columbia Falls School District. Parks are provided by the County and State. Systems are in place to ensure compliance with and facilitate public requirements.

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

The property is currently vacant land with the occasional hay crop. Adjacent uses include agricultural and residential. The proposed zoning will not change the permitted uses of the property only the density.

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

Properties north of the Highway are zoned CSAG-10 while properties south of the Highway are zoned CR-3, CSAG-5 and SAG-10. The proposed CSAG-5 is almost identical in the permitted and conditionally permitted uses found in the CSAG-10. The Suburban Agricultural zoning designation complies with the character of the District.

11. Will the new zoning affect property values?

The proposed zoning of CSAG-5 is consistent with use and density with much of the zoning surrounding the property and therefore should have no negative affect on property values.

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

The subject property is on the edge of the Columbia Falls Zoning and Planning jurisdiction. Many of the uses on the edge of the zoning district are suburban agricultural in nature. The Columbia Falls Zoning Regulations define the CSAG-5 designation as a buffer or transitional zone between more intensive agricultural uses and urban uses. The proposed zoning designation is an appropriate use given that the property across the Highway is zoned CR-3 and being developed to semi-urban densities.

RECOMMENDATION

Staff finds that the subject sufficiently meets the adopted review criteria to be rezoned from CSAG-10 to CSAG-5. Staff recommends that the Columbia Falls Planning Board adopt staff report CZC-21-02 as findings of fact as the first motion. As a second motion staff proposes that the Planning Board send a recommendation of approval for the zone change to the Columbia Falls City Council.



Planning Department

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

PHONE (406) 892-4391

FAX (406) 892-4413

Item No.2.

PETITION FOR ZONING MAP AMENDMENT

FILING FEE ATTACHED \$ 1500.00

Zone Change Base Fee SEE FEE SHEET

NAME OF APPLICANT: Wayne Hull

MAIL ADDRESS: 12384 Herbaugh Rd

CITY/STATE/ZIP: Bentonville, AR 72712 PHONE: 479.586.0174

INTEREST IN PROPERTY: Offer in to purchase pursuant to zoning change to SAG 5

PLEASE COMPLETE THE FOLLOWING:

- A. Address of the property: 7030 Hwy 2 E, Columbia Falls, MT 59912
- B. Legal Description: (Subdivision Name, Lot & Block and/or Tract Number
(Section, Township, Range)
S16, T30 N, R20 W, 16981, PARCEL N/A, TR 3FB IN SW4NE4 & SE4NW4

(Attach sheet for metes and bounds)

- C. Land in zone change (ac)
10 acres

D. The present zoning of the above property is: SAG 10

E. The proposed zoning of the above property is: SAG 5

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

We are wanting to purchase the property and then split it into 2, 5 acre
Parcels. One parcel for our son, Trevor, and the other parcel for ourselves.

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

- A. Promoting the Growth Policy

There is very little difference between SAG 10 and SAG 5 as far as use goes.

B. Lessening congestion in the streets and providing safe access

Property as it exists, already has two entrances. Two residential homes would add almost no additional traffic.

C. Promoting safety from fire, panic and other dangers

Rezoning would allow for more "eyeballs" to report and contend with potential fires, panic, flooding, or unforeseen dangers to the community.

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

Rezoning to SAG 5 would allow for more adults to assist in the general safety of the community.

E. Preventing the overcrowding of land

There is very little difference between SAG 10 and SAG 5 as far as use goes.

F. Avoiding undue concentration of population

Two, five acre properties would not be considered high, or even medium, density housing.

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

The rezoning would not provide any additional burden to the existing public water or sewer system. (A well and septic would be used). Taxes would be provided for schools and parks. without adding any more children to the system.

H. Giving reasonable consideration to the character of the district

The rezoning would not change the character of the district.

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

The property is naturally suited to two homesites. It currently has two gates for separate entrances. There is a natural swell in the land that would be the dividing line.

- J. Protecting and conserving the value of buildings

No existing buildings are on the existing property.

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

Property lies between existing built out areas along the highway and would not disturb the character as such.

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)

Wayne Hull

1/25/21

APPLICATION PROCESS

Item No.2.

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.

BUY-SELL AGREEMENT (Land) (Including Earnest Money Receipt)



This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.

Date: 01/20/2021
Iron Gate Montana, LLC
 as ☐ joint tenants with rights of survivorship, ☐ tenants in common, ☐ single in his/her own right, ☒ other
Limited Liability Co (hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the
 following described real property (hereafter the "Property") commonly known as
7030 Hwy 2 East 59912
 in the City of Columbia Falls, County of Flathead, Montana, legally described
 as:
S16, T30 N, R20 W, 16981, PARCEL N/A, TR 3FB IN SW4NE4 & SE4NW4

TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, uncut timber and non-harvested crops and all improvements thereon except:

PERSONAL PROPERTY: The following items of personal property, free of liens and without warranty of condition, are included and shall be transferred by the bill of sale:

PURCHASE PRICE AND TERMS:

\$ 350,000.00 Purchase Price: Three Hundred Fifty Thousand (U.S. Dollars)
 \$ 3,500.00 Earnest Money (credited to Buyer at closing)
 \$ 346,500.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows
 (check one):
☒ All cash at closing (no financing contingency); **OR**
☐ Additional cash down payment at closing in the minimum amount of:
☐ \$ _____ **OR** ☐ _____ % of the Purchase Price.
 Balance to be financed as indicated below:
☐ Conventional ☐ Other Financing ☐ Seller Financing ☐ Assumption ☐ Home Equity
☐ Other _____

Buyer reserves the right to finance the purchase.

CLOSING DATE: The date of closing shall be (date) 04/09/2021 (the "Closing Date"). The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the purchase in accordance with this Agreement. If third-party financing is required by the terms of this Agreement (including assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not more than a/a days to accommodate delays attributable solely to such third-party financing.

POSSESSION: Seller shall deliver to Buyer possession of the Property and allow occupancy:

☐ when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; **OR**
☒ upon recording of the deed or notice of purchaser's interest, **OR**

☐ _____
 Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s), and Homeowner's Association facilities, if applicable.

[Signature]
 Buyer's Initials

[Signature]
 Seller's Initials

EARNEST MONEY: (check one)

☐ Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced by:

☐ Cash or ☐ Check.

Broker/Salesperson: Austin Elm

(name printed)

(signature acknowledging receipt of earnest money)

☒ Buyer agrees to provide earnest money in the amount as set forth herein within 5 days of the date all parties have signed this Agreement. Earnest money may be made by check, cash or wire transfer and shall be held in trust by Alliance Title and Escrow Corp.. If Buyer fails to provide earnest money as set forth herein, buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.

FINANCING CONDITIONS AND OBLIGATIONS:

BUYER'S REPRESENTATION OF FUNDS: Buyer represents that they have sufficient funds for the down payment and closing costs to close this sale in accordance with this Agreement and are not relying upon any contingent source of such funds unless otherwise expressly set forth herein.

LOAN APPLICATION: If Buyer fails to make written application for financing and pay to the lender any required fees, apply for assumption of an existing loan or contract, or initiate any action required for completion of a contract for deed by 5:00 pm (Mountain Time) (date) n/a. Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.

CONTINGENCIES: The contingencies set forth in this Agreement or on attached addenda shall be deemed to have been released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (Mountain Time) on the date specified for each contingency, the party requesting that contingency has notified the other party or the other party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the other party on or before the release date that a contingency is not released, waived or satisfied, this transaction is terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

FINANCING CONTINGENCY:

☐ This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this Agreement is terminated and the earnest money will be refunded to the Buyer.

APPRAISAL CONTINGENCY:

☐ Property must appraise for at least ☐ the Purchase Price OR at least ☐ \$ _____. If the Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within _____ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; OR

☐ This Agreement is contingent upon the Property appraising for at least ☐ the Purchase Price OR at least ☐ \$ _____. Release Date: _____.

[WF]

REM 111

TITLE CONTINGENCY: This Agreement is contingent upon Buyer's receipt and approval (to satisfaction) of the preliminary title commitment (the "Commitment") issued for the Property. Release Date: 5 days from Buyer's or Buyer Broker's/Salesperson's receipt of the Commitment.

Buyer may approve the Commitment subject to the removal of specified exceptions. However, Buyer may not object to the standard pre-printed exceptions (general exceptions not unique to the Property). If Buyer provides Seller written objections to the Commitment prior to the release date above, Seller shall have ten (10) days from receipt of those objections to satisfy said objections or propose to Buyer a plan by which the objections would be satisfied within a time frame satisfactory to Buyer. If within said ten (10) day period Seller has not either satisfied Buyer's objection to the Commitment or proposed to Buyer a plan by which the objections would be satisfied, Buyer shall have three (3) days after expiration of said ten (10) day period to notify Seller whether Buyer desires to (i) terminate this Agreement in which case the earnest money shall be returned to the Buyer or (ii) waive said objections in which case this Agreement shall remain in full force and effect. The two remedies stated above shall be Buyer's sole remedies if Seller and Buyer are unable to resolve Buyer's objections to the Commitment.

PROPERTY INVESTIGATION: This offer is contingent upon Buyer's independent investigation of the following conditions relating to the Property, including but not limited to; covenants, zoning, access, easements, well depths, septic and sanitation restrictions, surveys or other means of establishing the corners and boundaries, special improvement districts, restrictions affecting use, special building requirements, future assessments, utility hook up and installation costs, environmental hazards, airport affected area, road maintenance obligations or anything else Buyer deems appropriate. Buyer agrees that any investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the Property, without the prior written consent of Seller. Further, Buyer agrees to return the Property to its original condition and to indemnify Seller from any damage or destruction to the Property caused by the Buyer's investigations or inspections, if Buyer does not purchase the Property. Release Date: 04/07/2021.

This offer is contingent upon The City of Columbia Falls approving zoning change to SAG-5. Buyer to pay all fees associated with the zoning change, seller to cooperate.

Release Date: 04/07/2021

This offer is contingent upon _____

 Release Date: _____

ADDITIONAL PROVISIONS:

Seller to allow buyer to perform percolation test at the expense of the buyer.

[Signature]

[Signature] [Signature]

CONVEYANCE: The Seller shall convey the real property by deed, free of all liens and encumbrances except those described in the title insurance commitment, as approved by Buyer. The Seller shall convey the personal property by Bill of Sale.

WATER: All water, including surface water or ground water, any legal entitlement to water, including statements of claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches, ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the Property, except:

Filing or transfer fees will be paid by ☐ Seller, ☐ Buyer, OR ☐ split equally between Buyer and Seller.
Documents for transfer will be prepared by

WATER RIGHT OWNERSHIP UPDATE DISCLOSURE: By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.

NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE: Buyers of property in the State of Montana should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and other water bodies. It is the general policy of the State of Montana that natural water bodies and the lands immediately adjacent to them are to be protected and preserved to be available in their natural or existing state, and to prohibit unauthorized projects related thereto. Property owners should consult their local soil conservation board, a land use professional, or other qualified advisor, regarding any applicable local, state or federal regulations, including permitting or other approvals, before working in or around any streams, rivers, wetlands, floodplains or other water bodies, including vegetation removal.

MINERAL RIGHTS: "Mineral rights" as defined in this Agreement (which may be different than the definition under Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc. lying below the surface of property. These mineral rights may be separate from the rights a property owner has for the surface of a property. In some cases, these mineral rights have been transferred to a party other than the property owner and as a result the subsurface mineral rights have been severed from the property owner's surface rights. If the mineral rights have been severed from the surface rights, the owner of the mineral rights has the right to enter the land and occupy it in order to mine the minerals even though they don't own the property. The undersigned Buyer acknowledges and agrees that neither the Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated by this Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and that neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property have conducted an inspection or analysis of the mineral rights to and for the Property.

CLOSING FEE: The fee charged by the individual or company closing the transaction will be paid by ☐ Seller ☐ Buyer ☒ Equally Shared.

TITLE INSURANCE: Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase additional owner's title insurance coverage in the form of "Extended Coverage" or "Enhanced Coverage" for an additional cost to the Buyer. It is recommended that Buyer obtain details from a title company.

CONDITION OF TITLE: All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the preliminary title commitment approved by the Buyer.

[W]

DEPOSIT OF FUNDS BY BROKER/SALESPERSON: All parties agree, unless otherwise expressly stated, that the earnest money and any other real estate funds in Broker's/Salesperson's possession shall be delivered within 5 days of receipt, or the date all parties have signed this Agreement, whichever occurs later. The parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are consideration for services rendered.

SECTION 1031 LIKE-KIND EXCHANGE: If either Buyer or Seller intends for this transaction to be part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability" section below.

SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS: All Special Improvement Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association, including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have been approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.

PRORATION OF TAXES AND ASSESSMENTS: Seller and Buyer agree to prorate taxes, Special Improvement District and association special assessments for the current tax year, as well as prepaid rents, water and sewer system charges, heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees, as of the date of closing unless otherwise agreed.

CONDITION OF PROPERTY: Seller agrees that the Property shall be in the same condition, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller will remove all personal property not included in this sale prior to closing.

NOXIOUS WEEDS DISCLOSURE: Buyers of property in the state of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an owner of property, contact either your local County extension agent or Weed Control Board.

MEGAN'S LAW DISCLOSURE: Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers assigned to the area.

BUYER'S REMEDIES: (A) If a Seller fails to accept the offer contained in this Agreement within the time period provided in the BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.

(B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:

- (1) Demand immediate repayment of any earnest money paid by the Buyer, and upon the return of such money, the rights and duties of Buyer and Seller under this Agreement shall be terminated; **OR**
- (2) Demand that Seller specifically perform Seller's obligation under this Agreement; **OR**
- (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

SELLER'S REMEDIES:

If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction within the time period provided in this Agreement, the Seller may:

- (1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and Seller under this Agreement shall be terminated; **OR**
- (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; **OR**
- (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

[Signature]

Buyer's Initials

[Signature]
Seller's Initials

BUYER'S AND SELLER'S CERTIFICATION: By entering into this Agreement, each person or persons executing this Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.

FOREIGN PERSON OR ENTITY: Section 1445 of the Internal Revenue Code provides for the withholding of tax upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount realized (usually the sales price) does not exceed \$300,000 and the Buyer intends to use the property as a residence. If the Seller is a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required to deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal Revenue Service unless the transfer of the property satisfies an exception provided for in Section 1445 of the Internal Revenue Code.

AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT: The Agricultural Foreign Investment Disclosure Act of 1978 (AFIDA) requires any foreign person who acquires or transfers any interest, other than a security interest, in agricultural land to submit a report to the Secretary of Agriculture not later than 90 days after the date of the acquisition or transfer. If Buyer or Seller is or may be considered a foreign person under the AFIDA they are advised to consult with an appropriate professional concerning any reporting that may be required by the AFIDA.

CONSENT TO DISCLOSE INFORMATION: Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents concerning this Property or underlying obligations pertaining thereto.

WIRE FRAUD ALERT: Criminals are hacking email accounts of title companies, real estate agents, settlement attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. The emails may look legitimate but they are not. Buyer and Seller are advised **NOT** to wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Buyer and Seller should **NOT** send personal information such as social security numbers, bank account numbers and credit card numbers through email.

RISK OF LOSS: All loss or damage to any of the above-described real property or personal property to any cause is assumed by Seller through the time of closing unless otherwise specified.

TIME IS OF THE ESSENCE: Time is of the essence as to the terms and provisions of this Agreement.

BINDING EFFECT AND NON-ASSIGNABILITY: This Agreement is binding upon the heirs, successors and assigns of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's express written consent.

ATTORNEY FEES: In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall determine just.

COMMISSION: The Seller's and/or Buyer's commitment to pay a commission in connection with this transaction is an integral part of this Agreement.

FAX/COUNTERPARTS/ELECTRONIC SIGNATURES: This Agreement may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a signature transmitted by fax or other electronic means will be enforceable against any party who executes the Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic means in accordance with the Montana Uniform Electronic Transaction Act.

[Signature]

Rgm, 11/1/20

ENTIRE AGREEMENT: This Agreement, together with any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes all written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the Seller and Buyer.

EARNEST MONEY DISPUTES: Buyer and Seller agree that, in the event of any controversy regarding the earnest money and things of value held by the Broker, closing agent, or any person or entity holding such money or property, unless mutual written instructions are received by the holder of the earnest money and things of value, Broker or closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or closing agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a Court of competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to advance the cost and fees required for filing such action.

ADDENDA AND/OR DISCLOSURES ATTACHED: (check all that apply):

- ☐ Contingency for Sale of Buyer's Property ☐ Back-up Offer
☐ Addendum for Additional Provisions
☐ Water Rights Acknowledgement
☐ _____
☐ _____

RELATIONSHIP CONFIRMATION: The parties to this Agreement confirm that the real estate licensees identified hereafter have been involved in the capacities indicated below and the parties have previously received the required statutory disclosures setting forth the licensees' duties and the limits of their obligations to each party:

Elizabeth James of Keller Williams Realty Northwest Montana
 (name of licensee) (name of brokerage company)

RBS 71557 1830 3rd Ave East, Suite 102 Kalispell MT 59901
 (licensee's Montana license number) (brokerage company address)

ejames1978@kw.com (406) 752-4700
 (licensee email address) (brokerage company phone number)

(406) 752-4700 (406) 270-1592
 (licensee phone number)

is acting as ☒ Seller's Agent ☐ Dual Agent ☐ Statutory Broker

Austin Elm of PureWest Real Estate (2920) -
 (name of licensee) (name of brokerage company)

RBS 71916 492 E 2nd St Whitefish MT 59937
 (licensee's Montana license number) (brokerage company address)

austin@purewestmt.com 406-862-4900
 (licensee email address) (brokerage company phone number)

406-200-8498
 (licensee phone number)

is acting as ☒ Buyer's Agent ☐ Dual Agent ☐ Statutory Broker

☐ Seller's Agent (includes Seller's Sub-Agent)

[Signature]
 Buyer's Initials

[Signature]
 Seller's Initials

BUYER'S ACKNOWLEDGMENT: Buyer acknowledges that prior verbal representations by the Seller's representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he/she has examined the subject real and personal property and represents that Buyer ☐ has OR ☐ has not physically visited the Property in person prior to the execution of this Agreement; has entered into this Agreement in full reliance upon his/her independent investigation and judgments and has read and understood this entire Agreement.

BUYER'S COMMITMENT: I/We agree to purchase the above-described Property on the terms and conditions set forth in the above offer and grant to said Broker/Salesperson until (date) 01/24/2021, at 6:00 ☐ am ☒ pm (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically withdrawn. I/We hereby acknowledge receipt of a copy of this Agreement bearing my/our signature(s).

[Signature] Date: 01/20/2021, at ☐ am ☐ pm (Mountain Time)
Buyer's Signature

Name Printed: Wayne Hull, Manager, Iron Gate Montana, LLC

Address: 12384 Herbaugh Road Bentonville State: AR Zip: 72712

 Date: , at ☐ am ☐ pm (Mountain Time)
Buyer's Signature

Name Printed:

Address (if different): State: Zip:

SELLER'S COMMITMENT:

I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.

[Signature] Date: 1-21-2021 at 1 ☐ am ☒ pm (Mountain Time)
Seller's Signature

Name Printed: Ron Mayhew, Twin Peaks Farm, LLC, My.

Address: 2088 W. Champagne Ct., Eagle State: ID Zip: 83616

[Signature] Date: 1-21-2021 at 1 ☐ am ☒ pm (Mountain Time)
Seller's Signature

Name Printed: William Jeff Smith, Twin Peaks Farms LLC, My.

Address (if different): 4000 Eagle Rd, Eagle State: ID Zip: 83616

☐ Modified per the attached Counter Offer:

 / /
Seller's Initials Date Seller's Initials Date

☐ Rejection of this offer by Seller (no counter offer is being made):

 / /
Seller's Initials Date Seller's Initials Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

Property Record Card

Summary

Primary Information

Property Category: RP **Subcategory:** Residential Property
Geocode: 07-4186-16-1-01-67-0000 **Assessment Code:** 0000000424
Primary Owner: **PropertyAddress:** 7030 US HIGHWAY 2 E
 TWIN PEAK FARMS LLC COLUMBIA FALLS, MT 59912
 197 S SILVERWOOD WAY **COS Parcel:** N/A
 EAGLE, ID 83616-6165

NOTE: See the Owner tab for all owner information

Certificate of Survey: 16981

Subdivision:

Legal Description:

S16, T30 N, R20 W, 16981, PARCEL N/A, TR 3FB IN SW4NE4 & SE4NW4

Last Modified: 5/8/2019 6:20:55 PM

General Property Information

Neighborhood: 207.360.0 **Property Type:** VAC_R - Vacant Land - Rural
Living Units: 0 **Levy District:** 07-131202-06 - F
Zoning: **Ownership %:** 100
Linked Property:

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0 **Limited:** 0

Property Factors

Topography: 1 **Fronting:** 1 - Major Strip or Central Business District
Utilities: 0 **Parking Type:**
Access: 1 **Parking Quantity:**
Location: 0 - Rural Land **Parking Proximity:**

Land Summary

<u>Land Type</u>	<u>Acres</u>	<u>Value</u>
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	0.000	00.00
Total Forest Land	0.000	00.00
Total Market Land	10.000	00.00

Deed Information:

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
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Owners

Party #1

Default Information: TWIN PEAK FARMS LLC
197 S SILVERWOOD WAY

Ownership %: 100

Primary Owner: "Yes"

Interest Type: Conversion

Last Modified: 5/6/2019 7:22:07 AM

Other Names

Other Addresses

Name

Type

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2018	153400	0	153400	COST
2017	153400	0	153400	COST

Market Land

Market Land Item #1

Method: Acre

Type: Primary Site

Width:

Depth:

Square Feet: 00

Acres: 10

Valuation

Class Code: 2101

Value:

Dwellings

Existing Dwellings

No dwellings exist for this parcel

Other Buildings/Improvements

Outbuilding/Yard Improvements

No other buildings or yard improvements exist for this parcel

Commercial

Existing Commercial Buildings

No commercial buildings exist for this parcel

Ag/Forest Land

Ag/Forest Land

No ag/forest land exists for this parcel

3FB 0000424

By: MONTANA MAPPING ASSOCIATES, Inc.
Surveying, Mapping & Geodetic Consulting
1405 Hwy 2 West
Kalispell, Mont. 59901
Phone: (406) 752-3539

Darren R. Breckenridge, P.L.S.

NOTE:
Surveyor has made no investigative or independent search for easements or record encumbrances, or any other facts that an accurate and current title search may disclose.

CERTIFICATE OF SURVEY

SW 1/4 NE 1/4, SECTION 16, T. 30 N., R. 20 W.
PRINCIPAL MERIDIAN, FLATHEAD COUNTY, MONTANA

PURPOSE: Relocement



Scale 1" = 60'

LEGAL DESCRIPTION

Parcel 1
A tract of land, situated, lying, and being in the Southwest 1/4 of the Northeast 1/4 of Section 16, Township 30 North, Range 20 West, Principal Meridian, Flathead County, Montana, and more particularly described as follows:

Commencing at the NE 1/6 corner of Section 16; thence S 00°00'33" E a distance of 666.19' to the TRUE POINT OF BEGINNING of the tract of land being described; thence continuing S 00°00'33" E a distance of 539.35' to a 5/8" rebar; thence S 89°26'08" W a distance of 231.30' to a 2" aluminum cap; thence along a 2774.79' radius nontangent curve to the right whose radius bears N 00°33'05" W a distance of 1005.29' to the center of the curve; thence S 89°26'08" W a distance of 594.86' to a 5/8" rebar; thence S 82°26'46" E a distance of 747.08' to the Point of Beginning containing 10.00 acres more or less. Together with and subject to all easements as shown and of record.

This map is provided solely for the purpose of assisting in locating the Land, and the Company assumes no liability for variations, if any, with actual survey.

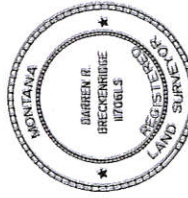
LEGEND

- SECTION CORNER (AS NOTED)
- 1/4 SECTION CORNER (AS NOTED)
- CENTER SECTION CORNER (AS NOTED)
- 1/6 SECTION CORNER 5/8" REBAR BY 7320-S
- FOUND 5/8" REBAR BY 7320-S (EXCEPT AS NOTED)
- SET 5/8" X 24" REBAR WITH CAP
- STAMPED BRECKENRIDGE IT06LS



SUBJECT

Parcel 1
10.00± Acres



CERTIFICATE OF SURVEYOR

Darren R. Breckenridge, P.L.S.
REGISTRATION NUMBER 1706LS

APPROVED 10/19/2005
BY: [Signature]

EXAMINING LAND SURVEYOR REG. NO. 50086

STATE OF MONTANA

COUNTY OF Flathead

FILED THIS 24 DAY OF OCT 2005 A.D.
AT 2:00 PM

CLERK AND RECORDER

BY: [Signature]

INSTRUMENT RECORD NUMBER 200507148

Item No. 2.

CERTIFICATE OF SURVEY NO. 1081

US Highway 2

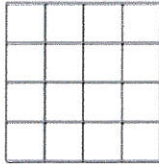
For Mayhew
Twin Peak Farms LLC
September, 2005
FILE SURVEYS\MAYHEW\OAC\RETRACE.mxd



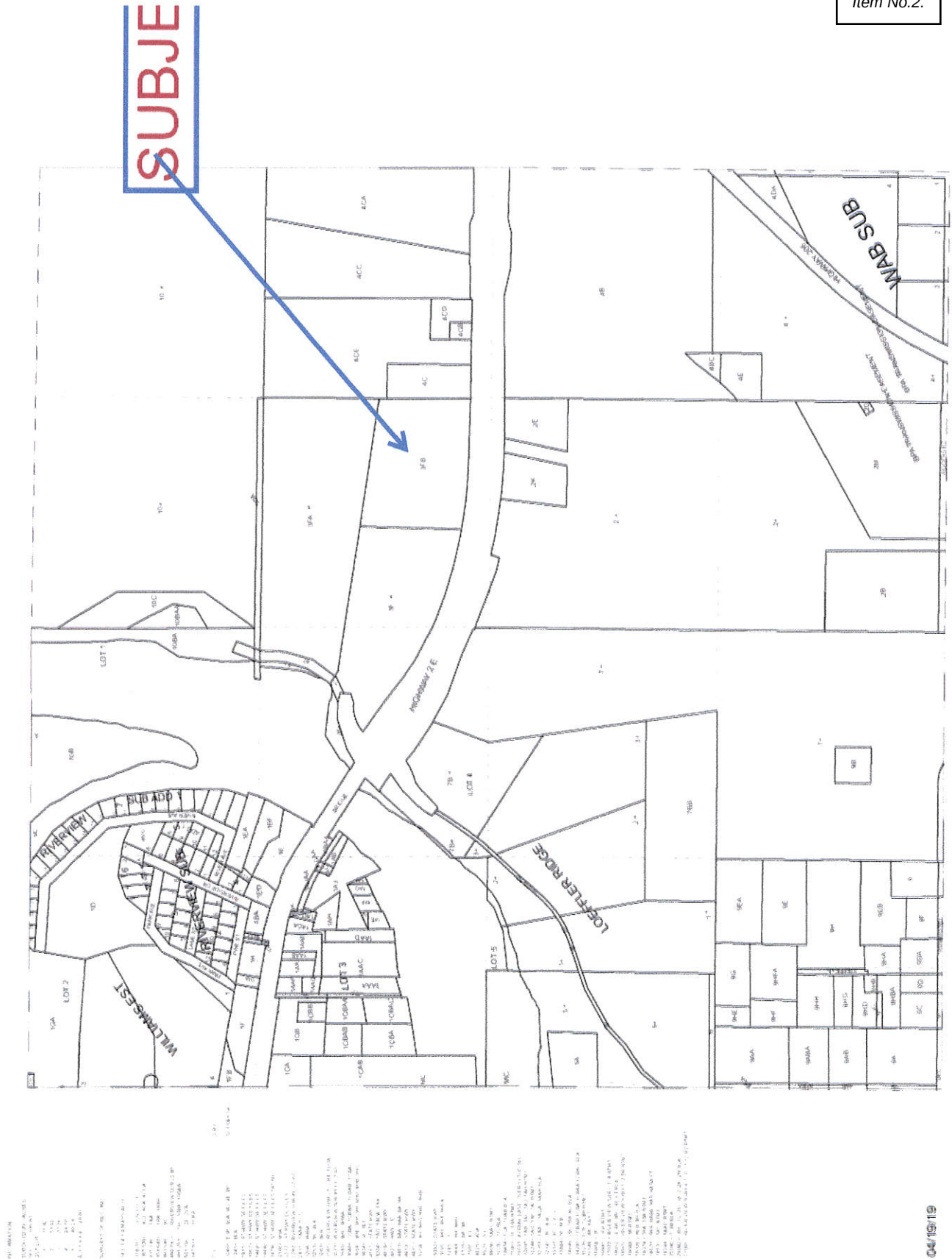
This map is provided solely for the purpose of assisting in locating the Land, and the Company assumes no liability for variations, if any, with actual survey.

16 30 20

SCALE 1" = 400'



THIS MAP IS PREPARED ONLY FOR THE ADMINISTRATIVE USE OF FLATHEAD COUNTY AND IS NOT NECESSARILY AN ACCURATE REPRESENTATION OF THE LOCATION OR EXISTENCE OF TRACTS OF RECORD, THEIR BOUNDARIES OR EASEMENTS AND ROADWAYS.



04/19/19



FLATHEAD COUNTY 2018 REAL ESTATE TAX BILL

Adele Krantz, Treasurer
935 1st Ave W Ste T Kalispell MT 59901
(406) 788-8880
http://flathead.mt.gov/property_tax



Item No.2.

TWIN PEAKS FARMS LLC
6732 N MISTY LOVE AVE
BOISE ID 83714

ASSESSOR NUMBER: 0000424
TAX BILL NUMBER: 201809175
SCHOOL DISTRICT: 06
GEO CODE: 07418616101670000

Property Location:

7030 HIGHWAY 2 E
COLUMBIA FALLS MT 59912

Property Description

16 30 20 TR 3FB IN SW4NE4 & SE4NW4

Parties with ownership interest as of January 1, 2018
Owner of Record.....TWIN PEAKS FARMS LLC

Type of Property	Market Value	Taxable Value
Real Estate	153,400	2,071.00
No Buildings Assessed	0	0
Totals	153,400	2,071.00

Description	Percentage	Amount
County Functions	26.64%	344.85
Education	70.17%	908.08
Other	3.17%	41.13

SUMMARY OF TAXES, LEVIES & FEES

COUNTY	.067880	140.57	COUNTY LIBRARY	.006810	14.10
SHERIFF	.042600	88.22	CO PERM MED LEVY	.012530	25.95
NOXIOUS WEEDS	.002130	4.41	COUNTYWIDE MOSQUITO	.000950	1.97
911 GENER OBLIG BOND	.001880	3.89	PERM SRS LEVY	.000700	1.45
ROAD	.024480	50.70	COUNTY PLANNING	.001660	3.44
BOARD OF HEALTH	.004900	10.15			
SUBTOTAL - TAXES FOR COUNTY FUNCTIONS...				.166520	344.85
STATE - UNIVERSITY	.006000	12.43	GENERAL SCHOOLS	.106400	220.35
STATE - SCHOOL AID	.040000	82.84	FLAT VAL COM COLLEGE	.016170	33.49
COLUMBIA FALLS H.S.	.068390	141.64	CF RURAL ELEM 06	.197350	408.71
FVCC PERMIS MED LEVY	.004160	8.62			
SUBTOTAL - TAXES FOR EDUCATION.....				.438470	908.08
SOIL & WATER CONSERV	.001690	3.50	BADROCK FIRE	.018170	37.63
SUBTOTAL - OTHER TAXES AND FEES.....				.019860	41.13
Total Mills Levied	0.624850				
Total Taxes and Fees . . . 1294.06					

47779 1st Installment due 11/30/2018 = 647.04
2nd Installment due 05/31/2019 = 647.02

Tax paid receipts will be mailed only if a self-addressed stamped envelope is enclosed.
To pay or view taxes online, go to http://flathead.mt.gov/property_tax.
A 3% fee will be charged on all credit/debit card payments. There is no fee to pay by e-check.
Payments made after 5:00 pm or postmarked after the due date must include 2% penalty & monthly interest of 5/6 of 1% (0.008333).
Flathead County no longer accepts checks drawn on Canadian Banks

Keep upper portion for your records.

Return stub with payment. Payment must be hand delivered, paid online, or postmarked by 5:00 pm on:

MAY 31, 2019

Make checks payable to **FLATHEAD COUNTY TREASURER**

Please include your tax bill number on your check.

Pay by e-check, credit/debit card online at http://flathead.mt.gov/property_tax

DO NOT PAY THIS IF IT IS INCLUDED IN YOUR MORTGAGE PAYMENT

If your address has changed, please make corrections below.

TWIN PEAKS FARMS LLC
6732 N MISTY LOVE AVE
BOISE ID 83714

ASSESSOR NUMBER: 0000424
TAX BILL NUMBER: 201809175
SCHOOL DISTRICT: 06

No additional notice will be sent for this installment.

Tax Amount Due: 647.02

2ND 2018 REAL ESTATE



Return stub with payment. Payment must be hand delivered, paid online, or postmarked by 5:00 pm on:

NOVEMBER 30, 2018

Make checks payable to **FLATHEAD COUNTY TREASURER**

Please include your tax bill number on your check.

Pay by e-check, credit/debit card online at http://flathead.mt.gov/property_tax

DO NOT PAY THIS IF IT IS INCLUDED IN YOUR MORTGAGE PAYMENT

If your address has changed, please make corrections below.

TWIN PEAKS FARMS LLC
6732 N MISTY LOVE AVE
BOISE ID 83714

Tax Amount Due: 647.04

ASSESSOR NUMBER: 0000424
TAX BILL NUMBER: 201809175
SCHOOL DISTRICT: 06

1294.06





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

Planning Department

PHONE (406) 892-4391

FAX (406) 892-4413

Item No.2.

February 16, 2021

Re: Public hearing notice for a Zone Change to SAG-5 (Suburban Agricultural)

Dear Adjacent Property Owner:

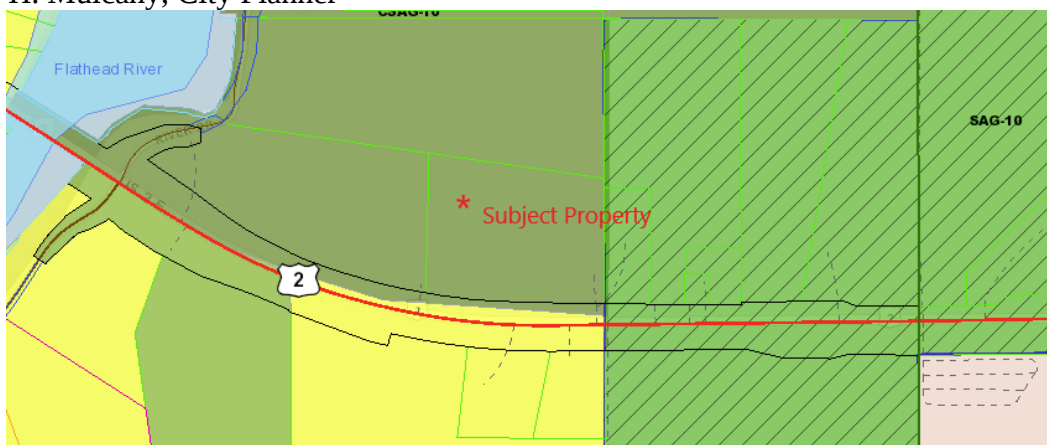
Our records indicate that you are the owner of property within 150-feet of the proposed project.

As the Planning Staff for the Columbia Falls Planning Jurisdiction, I am writing to provide you with a notice of a public hearing for a Zone Change. The Zone Change would convert the existing CSAG-10 (Suburban Agricultural) designation to a CSAG-5 (Suburban Agricultural) designation. The primary difference between the two zoning designations is that the proposed zoning would allow the property to be split into two five acre tracts. Permitted and Conditionally permitted uses are almost identical in the two zoning designations. The vacant property is approximately 10 acres in size and is located approximately ¼ mile east of the bridge over the Flathead River. The property is described as Parcel 1 of COS 16981 of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County

If you have question or comments concerning this matter, please call, visit or write me at City Hall. For written comment to be included in the Planning Board packet, it needs to be submitted to the City Clerk, 130 6th Street West, Columbia Falls, MT 59912 no later than Thursday March 4, 2021 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 emailed and/or passed out at the hearing.

Sincerely,

Eric H. Mulcahy, City Planner



CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARING

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, March 9, 2021 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Monday April 5, 2021 starting at 7:00 p.m. in the same location. Both hearings will be conducted in accordance with the most current recommended and/or required public health and safety protocols in place at the time of the hearing. The City website, <https://cityofcolumbiafalls.org>, will contain updated information if there is any change to the planned hearings.

Request change the zoning from CSAG-10 (Suburban Agricultural) to CSAG-5 (Suburban Agricultural) in the Columbia Falls Zoning Jurisdiction:

The applicant, Wayne Hull, is requesting a zone change for property at 7030 Highway 2 East, Columbia Falls from the current CSAG-10 (Suburban Agricultural) with a 10 acre minimum lot size to a CSAG-5 (Suburban Agricultural) with a five acre minimum lot size. Permitted and Conditionally permitted uses are almost identical in the two zoning designations. The vacant property is approximately 10 acres in size and is located approximately ¼ mile east of the bridge over the Flathead River. The property is described as Parcel 1 of COS 16981 of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County.

Persons are allowed to attend the hearing(s), subject to the most recent public gathering restrictions enacted by County and State agencies at or prior to the time of the hearing. Persons are encouraged to submit written comments prior to the meeting. Written comments carry the same weight as public testimony given during the hearing. Written comments may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. For more information on the proposed Zone Change, please call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

DATED this 16th day of February, 2021

March 2, 2021

To: City of Columbia Falls Planning Department

Re: Public Hearing for a Zone Change at 7030 Hwy 2 East, Columbia Falls

1. Please consider this parcel when split – where will the wetlands be located?
2. Please be pro-active in regards to there being 2 septic systems as opposed to 1 septic system as it stands now. The property to the north is all wetlands and drains into the river.
3. Also 2 SepticSystems in the spring could be a large problem as this property is very wet. The DEQ perk test would of course detect this.
4. Also take into account the added traffic of 2 families as opposed to 1 entering the highway on this busy curve with the proposed entrance of Benches subdivision (potentially 40+ families) on the south side of the road.

In summary – I am not totally opposed to this rezone. I just want the Planning Board to use their expertise to hopefully avert any future problems or repercussions. To me it is sad that our local farmland is slowly being developed. Land that is marginally suited to housing is being used like it was any other field.

Thank you for your time.

Rudy & Kathie Arvidson
7123 Hwy 2 East, Columbia Falls

