



**Stevensville Town Council Meeting
Agenda for
THURSDAY, MARCH 09, 2023
6:00 PM
206 Buck Street, Town Hall**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Public Comments (Public comment from citizens on items that are not on the agenda)
4. Approval of Minutes
 - a. Special Town Council Meeting (Closed Session) 02/21/2023
 - [b. Town Council Meeting 02/23/2023](#)
5. Approval of Bi-Weekly Claims
 - [a. Claims #18238-#18266](#)
6. Administrative Reports
 - a. Airport
 - [b. Building Department](#)
 - c. Finance
 - [d. Fire Department](#)
 - [e. Police Department](#)
 - [f. Public Works](#)
7. Guests
8. Correspondence
9. Public Hearings
 - [a. Final Plat Approval of Burnt Fork Estates Phase I](#)
10. Unfinished Business
11. New Business
 - [a. Discussion/Decision: Final Plat Approval of Burnt Fork Estates Phase I](#)
12. Board Reports
13. Town Council Comments
14. Executive Report
15. Adjournment

Welcome to Stevensville Town Council Chambers

We consider it a privilege to present, and listen to, diverse views.

It is essential that we treat each other with respect.

We expect that participants will:

- ✓ Engage in active listening
- ✓ Make concise statements
- ✓ Observe any applicable time limit

We further expect that participants will refrain from disrespectful displays:

- ✗ Profanity
- ✗ Personal Attacks
- ✗ Signs
- ✗ Heckling and applause

Guidelines for Public Comment

Public Comment ensures an opportunity for citizens to meaningfully participate in the decisions of its elected officials. It is one of several ways your voice is heard by your local government. During public comment we ask that all participants respect the right of others to make their comment uninterrupted. The council's goal is to receive as much comment as time reasonably allows. All public comment should be directed to the chair (Mayor or designee). Comment made to the audience or individual council members may be ruled out of order. Public comment must remain on topic, and free from abusive language or unsupported allegations.

During any council meeting you have two opportunities to comment:

1. During the public comment period near the beginning of a meeting.
2. Before any decision-making vote of the council on an agenda item.

Comment made outside of these times may not be allowed.

Citizens wishing to speak during any public comment period should come forward to the podium and state their name and address for the record. Comment may be time limited, as determined by the chair, to allow as many people as possible to comment. Comment prior to a decision-making vote must remain on the motion before the council.

Thank you for observing these guidelines.

File Attachments for Item:

b. Town Council Meeting 02/23/2023

Stevensville Town Council Meeting Minutes

for THURSDAY, FEBRUARY 23, 2023, 6:00 PM 206 Buck Street, Town Hall

1. Call to Order and Roll Call

Mayor Gibson called the meeting to order, Councilmembers Baker, Lowell and Michalson were all present. Councilmember Brown has an excused absence tonight.

2. Pledge of Allegiance

3. Public Comments (Public comment from citizens on items that are not on the agenda)

Dr. Charity Johnson, 625 Middle Burnt Fork Rd. I moved here in October I am here at Community Medical Center. My partner and I are taking new patients. We take care of patient ages from birth to elders. Going to start with a walk with a Doc and will try to start coffee with a Doc at the Farmers Market in the spring, I am also looking at helping with the school physicals. We take walk-ins and open Monday-Friday 8-5. 406-777-2775 happy to work you in.

4. Approval of Minutes

a. Town Council Meeting Minutes for 01/12/2023

b. Town Council Meeting Minutes for 01/26/2023

c. Town Council Meeting Minutes for 02/09/2023

Mayor Gibson: if it is okay with the council, I would like to make a motion to approve all three at one time, introduced all of the town council meeting minutes for 01/12/2023, 01/26/2023 and 02/09/2023.

Councilmember Michalson: make a motion to approve all minutes. 01/12/2023, 01/26/2023 and 02/09/2023.

Councilmember Barker: 2nd

Mayor Gibson: motion and a 2nd. Any public comment, seeing none. Any questions by the council, with that Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Lowell: aye.

Councilmember Michalson: aye.

Mayor Gibson: passes 3-0

5. Approval of Bi-Weekly Claims

a. #18213-#18237

Mayor Gibson: introduced bi-weekly claims #18213-#18237.

Councilmember Barker: make a motion to approve bi-weekly claims #18213-#18237.

Councilmember Michalson: 2nd.

Mayor Gibson: motion and a 2nd. Any public comment? Any questions on the claims, seeing none, Jenelle please take the vote.

Councilmember Barker: aye.

Councilmember Lowell: aye.

Councilmember Michalson: aye.

Mayor Gibson: passes 3-0.

6. Administrative Reports

NONE

7. Guests

NONE

8. Correspondence

NONE

9. Public Hearings

NONE

10. Unfinished Business

NONE

11. New Business

NONE

12. Board Reports

NONE

13. Town Council Comments

NONE

14. Executive Report

Mayor Gibson: 3 updates, looks like by March we are ready for approval on the ARPA grant. Hopefully by next week through the state and then put out the bid process. Secondly, hopefully next week, sending a revised personnel policy to MMIA for review, so our hope is to bring that to the council hopefully in March. Will have the budget up dates for you as requested as to where we stand before March 9th.

15. Adjournment

APPROVE:

Steve Gibson, Mayor

ATTEST:

Jenelle S. Berthoud, Town Clerk

File Attachments for Item:

a. Claims #18238-#18266

03/07/23
15:19:53

TOWN OF STEVENSVILLE
Claim Approval List
For the Accounting Period: 3/23

Page: 1 of 5
Report ID: AP100

For dates posted from 03/01/23 to 03/07/23
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
18238		1758 Ramona Vance 03/01/23 Police Office- January rent	1,000.00 1,000.00			1000 420100	530	101000
18239		1436 Maureen M. O'Connor Monthly Compensation \$3000.00 March 03/01/23 Monthly Compensation	3,000.00 3,000.00			1000 410360	350	101000
18240		1841 Overstreet Law Group Attorney Services 02/28/23 General Legal Services	3,250.50 3,250.50			1000 411100	352	101000
18241		1650 D.I.A.R Do It All Repair	754.48					
	50401	02/27/23 PD- windshield wiper motor r&r	141.60			1000 420100	232	101000
	50401	02/27/23 PD-windshield wiper motor as	138.00			1000 420100	232	101000
	50401	02/27/23 PD- electrical system inspect	156.00			1000 420100	232	101000
	50401	02/27/23 PD- balkamp 2p battery fuse	68.02			1000 420100	232	101000
	50401	02/27/23 PD-electrical diagnostic	60.00			1000 420100	232	101000
	50401	02/27/23 PD- replaced battery fuse	24.00			1000 420100	232	101000
	50401	02/27/23 PD-check function of systems	120.00			1000 420100	232	101000
	50401	02/27/23 PD- FMM 30 fuse	12.00			1000 420100	232	101000
	50401	02/27/23 PD-shop supplies	34.86			1000 420100	232	101000
18242		1862 Modern Marketing Police officers are my heroes coloring books	301.11					
		MMI150166 03/01/23 PD- Coloring books	268.50*			1000 420100	330	101000
		MMI150166 03/01/23 PD- Shipping & Handling	32.61*			1000 420100	330	101000
18243		74 STEVENSVILLE RURAL FIRE DISTRICT 129 02/16/23 FD- Meal split	39.62 39.62			1000 420410	229	101000
18244		1827 Pintler Billing Services 861 03/01/23 FD- Medical billing-monthly fe	50.00 50.00			2230 420730	350	101000
18245		1838 Blades Group, LLC 18040837 02/28/23 PW- pallet cold patch potho	1,178.00 1,178.00*			1000 430200	230	101000
18246		77 THATCHER COMPANY OF MONTANA 2023350101 03/02/23 W- chlorine disinfection	3,723.25 3,723.25*			5210 430540	222	101000

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*** Claim from another period (2/23) ****								
18247		1711 Office Solutions & Service	30.00					
	INV113015	02/27/23 C-Printer lease	30.00			1000 410360	320	101000
18248		16 MONTANA ENVIRONMENTAL LAB LLC	35.00					
	2300526	03/03/23 W- consumer report	35.00			5210 430540	355	101000
*** Claim from another period (2/23) ****								
18249		1908 MCNEILL'S TREE SERVICE	75.00					
	02/28/23	Assessment of hazard trees	75.00			1000 460437	350	101000
*** Claim from another period (2/23) ****								
18250	E	1744 MMIA-Liability Program	1,260.00					
	DR1005389	02/28/23 Liability Insurance	1,260.00*			5310 430610	510	101000
*** Claim from another period (2/23) ****								
18251		1909 BALCO UNIFORM	866.74					
	73026	02/03/23 PD- Flex badge	160.00			1000 420100	226	101000
	73026	02/03/23 PD- Hook backing	12.50			1000 420100	226	101000
	73266	02/21/23 PD- Men's undershirt (3) L	132.00			1000 420100	226	101000
	73266	02/21/23 PD- apply emblems (9)	54.00			1000 420100	226	101000
	73266	02/21/23 PD- Men's undershirt (6) XL	264.00			1000 420100	226	101000
	73266	02/21/23 PD- Custom should emblems	205.00			1000 420100	226	101000
	02/21/22	PD- Shipping & Handling	39.24			1000 420100	226	101000
*** Claim from another period (2/23) ****								
18252		85 CENTURYLINK	286.89					
	Feb/Mar	02/23/23 WWTP Internet #0185	137.98			5310 430640	340	101000
	Feb/Mar	02/22/23 H2O Plant Phone #7132	0.00*			5210 430540	340	101000
	Feb/Mar	02/22/23 MBF Reservoir #9934	148.91			5210 430530	340	101000
18253		1754 Construct Montana, LLC	1,703.25					
	1082	03/02/23 B- Building inspections	1,362.60*			2394 420531	350	101000
	1082	03/02/23 B-Plan review	340.65*			2394 420531	350	101000
18254		1860 Ravalli County Road & Bridge	428.00					
	IV-23-18	02/15/23 PW- salt and sand road mix	428.00*			1000 430200	230	101000
18255		289 MONTANA DEPT. OF ENVIRONMENTAL Wastewater license fee	1,500.00					
	5L2301449	02/21/23 WW- License fee	1,500.00*			5310 430610	335	101000
*** Claim from another period (2/23) ****								
18256		23 VALLEY DRUG AND VARIETY	200.73					
	02/08/23	W- postage for EPA mailing	200.73			5210 430510	311	101000

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Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
18257		1702 DE Lage Landen Finance Services, Printer Lease February 023	82.00					
		79117874 03/15/23 Printer Lease	82.00			1000 410360	320	101000
		*** Claim from another period (2/23) ****						
18258		228 Norco, Inc. 67665 02/01/23 PW- Cylinder rental	24.18 24.18			1000 430100	231	101000
18259		1650 D.I.A.R Do It All Repair	203.34					
		20396 02/22/23 PD- Shop labor rate	120.00			1000 420100	232	101000
		20396 02/22/23 PD- scan tools	75.00			1000 420100	232	101000
		20396 02/22/23 PD- shop supplies	8.34			1000 420100	232	101000
18260		1794 Jeff Newsom	135.00					
		02/22/23 PD- Truck tow for repair	85.00			1000 420100	317	101000
		02/22/23 PD- mileage for tow	50.00			1000 420100	317	101000
18261		29 STEVENSVILLE NAPA AUTO PARTS	82.32					
		02/11/23 PW- brake fluid	11.99			1000 430100	231	101000
		02/13/22 PW- drill bit 1-8	4.68			1000 430100	230	101000
		02/01/23 PW- carb kit	48.59			1000 430100	230	101000
		02/01/23 PW-gumout carb choke spr	7.49			1000 430100	230	101000
		02/01/23 PW- tree blk ice 3 pk	4.29			1000 430100	220	101000
		02/17/23 PW- Freight charge	1.00			1000 430100	220	101000
		02/19/23 PW- carburetor mount gasket	2.69			1000 430100	220	101000
		02/19/23 PW- fitting	1.59			1000 430100	220	101000
18262		33 NORTHWESTERN ENERGY	17,081.13					
		Feb 23 02/15/23 Geo-Smith Lighting Dist	299.84			2430 430263	340	101000
		Feb 23 02/15/23 206 Buck 90% TH Facility	877.26			1000 411201	340	101000
		Feb 23 02/15/23 206 Buck 10% Bldg Dept	108.59			2394 420531	340	101000
		Feb 23 02/15/23 Peterson Add'n lighting	225.77			2420 430263	340	101000
		Feb 23 02/15/23 Dayton Add'n lighting	310.43			2410 430263	340	101000
		Feb 23 02/15/23 Maplewood Cemetery	12.60*			1000 430900	340	101000
		Feb 23 02/15/23 Main St seasonal lighting	19.60			1000 430263	340	101000
		Feb 23 02/15/23 Orig Town street lights	297.94			1000 430263	340	101000
		Feb 23 02/15/23 ESH - 5th St. lights	544.52			1000 430263	340	101000
		Feb 23 02/15/23 5th St - Lange Park lights	20.47			1000 430263	340	101000
		Feb 23 02/15/23 Add'l Town lighting	185.31			1000 430263	340	101000
		Feb 23 02/15/23 MBF H20 plant	236.48			5210 430520	340	101000
		Feb 23 02/15/23 102 Main St pump #1	127.56			5210 430520	340	101000
		Feb 23 02/15/23 Riverside Cemetery IRR	0.00*			1000 430900	340	101000
		Feb 23 02/15/23 Maplewood Cemetery	0.00*			1000 430900	340	101000
		Feb 23 02/15/23 Sewer lift station W. Central	18.35*			5310 430620	340	101000
		Feb 23 02/15/23 Sewer trtmnt plant	5,346.32*			5310 430620	340	101000

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	Feb 23	02/15/23 Truck garage South	360.53			5210 430520	340	101000
	Feb 23	02/15/23 L&C Yard Light	12.60			1000 460430	340	101000
	Feb 23	02/15/23 L&C Park Irrigation 5hp IRR	0.28			1000 460430	340	101000
	Feb 23	02/15/23 L&C Park Parking Lot	6.00			1000 460430	340	101000
	Feb 23	02/15/23 L&C Park Restrooms/Field light	55.59			1000 460430	340	101000
	Feb 23	02/15/23 214 Buck St. - H2O 25%	27.06			5210 430520	340	101000
	Feb 23	02/15/23 214 Buck St. - Sewer 25%	27.06*			5310 430620	340	101000
	Feb 23	02/15/23 214 Buck St. - PD 50%	54.11			1000 420100	340	101000
	Feb 23	02/15/23 3rd & Park	15.10			1000 430263	340	101000
	Feb 23	02/15/23 421 Airport Rd - SRE 50%	122.27			5610 430300	340	101000
	Feb 23	02/15/23 421 Airport Rd - FD 50%	122.27*			1000 420422	340	101000
	Feb 23	02/15/23 Pool	54.58			1000 460445	340	101000
	Feb 23	02/15/23 MBF Well Field	5,916.68			5210 430520	340	101000
	Feb 23	02/15/23 MBF booster station	168.78			5210 430520	340	101000
	Feb 23	02/15/23 Creamery Park (223 Main)	56.18			1000 460430	340	101000
	Feb 23	02/15/23 102 Main Street D-PD	46.32			1000 420100	340	101000
	Feb 23	02/15/23 Dickerson Park	7.73			1000 460430	340	101000
	Feb 23	02/15/23 Water 157 Sewer Works Rd Depot	43.96			5210 430520	340	101000
	Feb 23	02/15/23 Sewer 157 Sewer Works Rd Depot	43.96*			5310 430620	340	101000
	Feb 23	02/15/23 Streets 157 Sewer Works Rd Dep	43.96			1000 430200	340	101000
	Feb 23	02/15/23 Crksde Mdws Lighting Dist #4 1	312.38			2440 430263	340	101000
	Feb 23	02/15/23 Crksde Mdws Lighting Dist #4 2	166.76			2440 430263	340	101000
	Feb 23	02/15/23 Stevensville Cutoff Rd Path	6.00			1000 430263	340	101000
	Feb 23	02/15/23 Twin Creeks Dist #5	537.94			2450 430263	340	101000
	Feb 23	02/15/23 206 Buck Fire Dept Lighting	235.99			1000 411201	340	101000
	Feb 23	02/15/23 300 Main Street	6.00			1000 460430	340	101000
18263		204 Montana Dept. of Administration	1,300.00					
	03/01/23	AFR Filing fee- Court (5%)	65.00			1000 410360	350	101000
	03/01/23	General (15%)	195.00*			1000 410530	350	101000
	03/01/23	Police (5%)	65.00			1000 420100	350	101000
	03/01/23	Fire Dept (5%)	65.00			1000 420410	350	101000
	03/01/23	Bldg Dept (5%)	65.00*			2394 420531	350	101000
	03/01/23	Water (30%)	390.00*			5210 430510	350	101000
	03/01/23	Sewer (30%)	390.00*			5310 430610	350	101000
	03/01/23	Airport (5%)	65.00*			5610 430300	350	101000
18264		1897 Denning, Downey & Associates	60,400.00					
	WIP Billing for FY 21 and FY 22 Audits							
	03/01/23	FY 21 & FY 22 audits (Sewer)	18,120.00*			5310 430610	350	101000
	03/01/23	Water	18,120.00*			5210 430510	350	101000
	03/01/23	Airport	6,040.00*			5610 430300	350	101000
	03/01/23	Bldg Dept	3,020.00*			2394 420531	350	101000
	03/01/23	General fund	15,100.00*			1000 410530	350	101000

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*** Claim from another period (2/23) ****								
18265	E	852 CENEX FLEETCARD	1,250.85					
Fuel for Town departments								
		258788CL 02/28/23 Fuel for Police	527.13			1000 420100	231	101000
		258788CL 02/28/23 Fuel for Fire Dept	129.04			1000 420460	231	101000
		258788CL 02/28/23 Fuel for Public Works	594.68			1000 430100	231	101000
		Fuel for Airport	0.00*			5610 430300	231	101000
*** Claim from another period (2/23) ****								
18266		1659 CHS Mountain West CO-OP	258.84					
		02/01/23 PW- Fuel	258.84			1000 430100	231	101000
		# of Claims	29	Total:	100,500.23			
Total Electronic Claims			2,510.85	Total Non-Electronic Claims	97989.38			

File Attachments for Item:

b. Building Department

MONTHLY REPORT

Building Department

February 2023

<u>Permits Issued</u>	<u>Fees Collected</u>
<u>Building</u> (2 permits)	
1. NSFR	\$0
2. New Commercial Building	\$0
3. Renovation/Remodel	\$1,703.25
4. Demo	\$0
<u>Electrical</u> (0 permits)	
1. NSFR	\$0
2. New Commercial Building	\$0
3. Renovation/Remodel	\$0
4. Demo	\$0
<u>Mechanical</u> (0 permits)	
1. NSFR	\$0
2. New Commercial Building	\$0
3. Renovation/Remodel	\$0
4. Demo	\$0
<u>Plumbing</u> (0 permits)	
1. NSFR	\$0
2. New Commercial Building	\$0
3. Renovation/Remodel	\$0
4. Demo	\$0
Total permits issued: 2	Total fees collected: \$1,703.25
<u>Activities</u>	
1. Inspections and consultations.	
2. Active clearing or archiving old and expired permits, depending on age of activity.	
3. Implement uniform strategies to increase records retention and accessibility thereof.	
<u>Items of Interest</u>	
1. Continued exploration of best ways to universally digitize records and day to day functions to be accessible across pertinent staff for greater efficiency.	

Prepared by Jenelle Berthoud, Town Clerk

File Attachments for Item:

d. Fire Department



STEVENSVILLE FIRE DEPARTMENT

206 BUCK STREET

Activity Report – February 2023

Calls for the Month of February: 44

Calls for Stevensville Town: 22

Calls for Stevensville Rural: 22

Mutual Aid: 0

Medical Response: 37

Fire Calls: 5

Motor Vehicle Crash: 2

Total Calls: 44

Calls for the Year to Date: 99

Calls for Stevensville Town: 42

Calls for Stevensville Rural: 57

Mutual Aid: 0

Missed call: 0

Medical Response: 82

Fire Calls: 10

Motor Vehicle Crash: 7

Total Calls: 99

File Attachments for Item:

e. Police Department

**TOWN OF STEVENSVILLE
POLICE DEPARTMENT ACTIVITY REPORT**

February 2023

MONTHLY REPORT: February 2023 - Police Activity Report

Officers engaged in one arrest in the month of February and issued Nineteen (19) citation. Additionally, there were 62 warnings issued; 46 of which were for J-Turns.

PROACTIVE POLICING, CALLS FOR SERVICE, and Investigations: Call for Service tallies do not include Traffic Citations, Traffic Warnings, Vacation Checks, Extra Patrols or Agency Assists.

PERSONNEL WORKLOAD	1/23	2/23	3/23	4/23	5/23	6/23	7/23	8/23	9/23	10/23	11/23	12/23	Total
PATROL													
Arrests	0												0
Traffic Citations	12	19											31
Traffic Warnings	30	16											30
Calls for Service	51	38											91
Calls for Service 2022	59	66	69	48	60	67	66	75	52	47	49	43	701
INVESTIGATIONS													
Robbery/Homicide	0	0											0
Robbery/Homicide 2022	0	0	0	0	0	0	0	0	0	0	0	0	0
Assault	0	2											2
Assault 2022	0	1	0	0	1	1	2	1	1	1	0	1	9
Sex Crime	0	0											0
Sex Crime 2022	0	0	2	0	0	0	0	1	1	1	0	0	5
Burglary/Theft	1	0											1
Burglary/Theft 2022	4	0	4	2	2	0	0	1	0	0	0	1	14
Crim Mischief	2	2											4
Crim Mischief 2022	3	1	1	0	1	2	3	2	1	1	1	0	16
Fraud	0	0											0
Fraud 2022	0	0	0	0	1	1	1	0	1	0	0	1	5
Suspicious Incident	5	2											7
Suspicious Incident 2022	4	3	5	1	3	6	6	1	6	5	2	5	47
Disturbance	6	3											9
Disturbance	2	2	6	5	2	2	10	5	3	1	1	3	47
Found Property	0	0											0
Found Property 2022	0	0	1	0	1	2	0	0	1	1	0	1	7
Traffic Hazard	0	0											0
Traffic Hazard 2022	0	0	0	0	2	2	0	0	0	0	0	0	4
Traffic Accidents	4	1											5
Traffic Accident 2022	0	0	3	2	3	2	5	1	0	6	4	3	29
Vacation Checks	0	0											0
Vacation Checks 2022	0	0	1	0	0	0	1	0	0	1	0	2	5
SPD AGENCY ASSISTS													
Ravalli County S.O	2	1											3

SPD Monthly Report February 2023

Actual Call Breakdown

Call Type	SPD Response	County Response	Handled by Dispatch
Accident	1		
Agency Assist	1		
Animal Call		3	
Alarm	2		
Assault	2		
Assistance			
Traffic	29	6	
Citizens Assist	1	1	
Civil Papers		5	
Court Transport			
Criminal Mischief	1	1	
Disturbance		3	
Drug Intel			
Extra Patrol		1	
Fire	2		
Found Property			
Fraud			
Harassment	1	1	
Information			
Missing Person		2	
Notification			
Officer Advice			
Open Door			
Parking	1		
Suicidal Threats			
Suspicious Activity		2	
Theft			
Trespass			
Warrant			
Welfare Check	1		
Hangup 911	4	2	4
Total for the Month	46	25	4
Minus Traffic	17	19	4

File Attachments for Item:

f. Public Works

TOWN OF STEVENSVILLE PUBLIC WORKS ACTIVITY REPORT February, 2023

UTILITIES REPORT

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Produced</i>	17,251,000	18,654,000

- 💧 Monthly, weekly and Annual reports to the state
- 💧 Monthly Meter Readings
- 💧 Unread Meters: 150
- 💧 Satisfied Permit reporting and testing requirements

Waste Water Treatment

	<i>This Month</i>	<i>Last Month</i>
<i>Gallons Treated</i>	5,606,239	5,979,000

- 💧 State Reports and EPA, weekly monthly and Annual samples taken and reports submitted.
- 💧 Wasting to press
- 💧 DEQ Waiver tests for VOC,SOC 3 year protocol
- 💧 Satisfied Permit reporting, testing and regulatory requirements

○

OTHER

- 💧 Preemptive Sanitary Sewer Jetting in all Grids
- 💧 Meter reads and billing cycle
- 💧 Snow removal and sanding, daily road grid inspections
- 💧 Cody Anderson passed B-III water certification test
- 💧 Dustin Tribby left Town employ, currently have job posted looking for certified Water and Waste Water operator
- 💧 Received results of DEQ compliance inspection, numerous rreporting violations, all items have been rectified and explanation provided to DEQ
- 💧 Continued to replace defective meters
- 💧 Park inspections and River Park fire fuel assessment,
- 💧 Yearly and bi-annual water testing
- 💧 Ft Owen Ranch fenceline winter damage assessment
- 💧 Central Ave lift station maintenance
- 💧 2nd and Pine hydrant valve extension
- 💧 Street maintenance, potholes, sign installation and replacement, 3 snapped off signs
- 💧 Yearly compliance testing for water and WW

- 💧 Garbage removal all grids
- 💧 Splash Pad deck assistance
- 💧 UV system maintenance
- 💧 Trouble shoot excessive water usage at several properties after meter reads
- 💧 Water and Waste plants rounds
- 💧 Utility Locates
- 💧 Utility inspections
- 💧 Preventive maintenance at WWTP buildings
- 💧 Vehicle Maintenance
- 💧 4 sewer backup trouble calls, all on owners side
- 💧 Coordinating with engineers, vendors to investigate pumping activity at wellhouse, pumps not keeping up with demand during watering hours.
- 💧 Brought press online, currently pressing sludge
- 💧 Working with local rancher for biosolid land application
- 💧 Working with water rights attorney and consultant to straighten out rights situation, public comment period on Well Replaced faulty PD sensor at UV building, required for DEQ compliance

WO Number	Type	Status	Description	Locations	Assigned To	Requester
002058	SCHEDULED	Closed	Influent and effluent DEQ sampling	23-Headworks Bldg / Wastewater / Town of Stevensville 39-UV Bldg / Wastewater / Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse
002054	SCHEDULED	Closed	Monthly DEQ Sampling	23-Headworks Bldg / Wastewater / Town of Stevensville 39-UV Bldg / Wastewater / Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse
002051	SCHEDULED	Closed	Start and drive plow/sander truck to exercise	Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies Ian Murray	Steve Kruse
002048	SCHEDULED	Closed	Monday Check all trash can sites for weekend use	Town of Stevensville		Steve Kruse
002043	SCHEDULED	Closed	Hose brush on headworks perforated plate screen		Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse
002042	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse
002041	SCHEDULED	Closed	Garbage removal and bag replacement	Town of Stevensville	Ian Murray	Steve Kruse
002040	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse
002038	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse

WO Number	Type	Status	Description	Locations	Assigned To	Requester
002037	SCHEDULED	Closed	Wednesday Manhole Inspection and degreasing and bio treatment	Town of Stevensville Wastewater / Town of Stevensville		Steve Kruse
002036	SCHEDULED	Closed	weekly/biweekly cleaning of channels, clarifiers and bar screen brush	24-Influent Channel / Wastewater / Town of Stevensville 23-Headworks Bldg / Wastewater / Town of Stevensville 19-Final Clarifier 1 / Wastewater / Town of Stevensville 20-Final Clarifier 2 / Wastewater / Town of Stevensville	Cody Anderson Glenn Bies	Steve Kruse
002035	CORRECTIVE	Closed	Pump C12 at wellhouse	Town of Stevensville	Cody Anderson Ian Murray Steve Kruse	Steve Kruse
002034	SCHEDULED	Closed	Influent and effluent DEQ sampling	23-Headworks Bldg / Wastewater / Town of Stevensville 39-UV Bldg / Wastewater / Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse
002032	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse
002031	SCHEDULED	Closed	Start and drive plow/sander truck to exercise	Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies Ian Murray	Steve Kruse
002030	SCHEDULED	Closed	Inspect all Parks for safety issues, clearances, conditions, etc, and start work order for any issues	Town of Stevensville	Stephen Lassiter	Steve Kruse

WO Number	Type	Status	Description	Locations	Assigned To	Requester
			needing attention			
002029	SCHEDULED	Closed	Backup the SCADA Computer	Town of Stevensville Water / Town of Stevensville		Steve Kruse
002028	SCHEDULED	Closed	Monday Check all trash can sites for weekend use	Town of Stevensville		Steve Kruse
002027	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse
002026	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse
002025	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse
002024	SCHEDULED	Closed	Hose brush on headworks perforated plate screen		Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse
002022	SCHEDULED	Closed	Garbage removal and bag replacement	Town of Stevensville	Ian Murray	Steve Kruse
002021	CORRECTIVE	Closed	Recon River Park for downed trees and hazard trees	Town of Stevensville	Stephen Lassiter	Steve Kruse
002016	SCHEDULED	Closed	Backhoe Status fluids/tires/air filter/filters/clean exterior and interior		Glenn Bies Ian Murray	Steve Kruse
002015	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and	Streets	Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse

WO Number	Type	Status	Description	Locations	Assigned To	Requester
			sanding needs daily		Ian Murray Stephen Lassiter	
002014	SCHEDULED	Closed	Wednesday Manhole Inspection and degreasing and bio treatment	Town of Stevensville Wastewater / Town of Stevensville		Steve Kruse
002011	SCHEDULED	Closed	Influent and effluent DEQ sampling	23-Headworks Bldg / Wastewater / Town of Stevensville 39-UV Bldg / Wastewater / Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse
002010	SCHEDULED	Closed	Backup the SCADA Computer	Town of Stevensville Water / Town of Stevensville		Steve Kruse
002009	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse
002006	SCHEDULED	Closed	Start and drive plow/sander truck to exercise	Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies Ian Murray	Steve Kruse
002005	SCHEDULED	Closed	Inspect all Parks for safety issues, clearances, conditions, etc, and start work order for any issues needing attention	Town of Stevensville	Stephen Lassiter	Steve Kruse
002003	SCHEDULED	Closed	Monday Check all trash can sites for weekend use	Town of Stevensville		Steve Kruse
002001	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse
002000	SCHEDULED	Closed	Inspect Mini Excavator			Steve Kruse

WO Number	Type	Status	Description	Locations	Assigned To	Requester
001999	SCHEDULED	Closed	Inspect skidsteer			Steve Kruse
001998	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse
001997	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse
001994	SCHEDULED	Closed	Hose brush on headworks perforated plate screen		Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse
001993	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse
001992	SCHEDULED	Closed	Garbage removal and bag replacement	Town of Stevensville	Ian Murray	Steve Kruse
001991	CORRECTIVE	Closed	Splash Pad deck prep for sand blasting	Town of Stevensville	Stephen Lassiter Steve Kruse	Steve Kruse
001986	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse
001985	SCHEDULED	Closed	Wednesday Manhole Inspection and degreasing and bio treatment	Town of Stevensville Wastewater / Town of Stevensville		Steve Kruse
001984	SCHEDULED	Closed	weekly/biweekly cleaning of channels, clarifiers and bar screen brush	24-Influent Channel / Wastewater / Town of Stevensville 23-Headworks Bldg /	Cody Anderson Glenn Bies	Steve Kruse

WO Number	Type	Status	Description	Locations	Assigned To	Requester
				Wastewater / Town of Stevensville 19-Final Clarifier 1 / Wastewater / Town of Stevensville 20-Final Clarifier 2 / Wastewater / Town of Stevensville		
001983	SCHEDULED	Closed	Influent and effluent DEQ sampling	23-Headworks Bldg / Wastewater / Town of Stevensville 39-UV Bldg / Wastewater / Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse
001980	SCHEDULED	Closed	Start and drive plow/sander truck to exercise	Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies Ian Murray	Steve Kruse
001978	SCHEDULED	Closed	Monday Check all trash can sites for weekend use	Town of Stevensville		Steve Kruse
001977	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse
001976	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse
001975	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse
001972	SCHEDULED	Closed	Hose brush on headworks perforated plate screen		Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse

WO Number	Type	Status	Description	Locations	Assigned To	Requester
001971	SCHEDULED	Closed	Visually inspect all streets and intersections to determine plowing and sanding needs daily	Streets	Cody Anderson Dustin Tribby Glenn Bies Ian Murray Stephen Lassiter	Steve Kruse
001970	SCHEDULED	Closed	Garbage removal and bag replacement	Town of Stevensville	Ian Murray	Steve Kruse
001967	SCHEDULED	Closed	Switch UV banks		Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse
001965	SCHEDULED	Closed	Grease Huber sludge press		Glenn Bies	Steve Kruse
001962	SCHEDULED	Closed	Wednesday Manhole Inspection and degreasing and bio treatment	Town of Stevensville Wastewater / Town of Stevensville		Steve Kruse
001960	SCHEDULED	Closed	Grease perf screen and influent pumps		Glenn Bies	Steve Kruse
001959	SCHEDULED	Closed	Check the level of hydro at the pump with dipstick, UV building	39-UV Bldg / Wastewater / Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies Steve Kruse	Steve Kruse
001958	CORRECTIVE	Closed	Take dump truck to Hamilton Public Works yard at 9:30 and get a load of salt. Bring to yard, dump and haul 10 loads of the good sand from Yoders, mix with backhoe 1 scoop salt to 10 scoops sand	Streets	Ian Murray Stephen Lassiter	Steve Kruse
001951	SCHEDULED	Closed	Monthly DEQ Sampling	23-Headworks Bldg / Wastewater / Town of Stevensville 39-UV Bldg / Wastewater / Town of Stevensville	Cody Anderson Dustin Tribby Glenn Bies	Steve Kruse

WO Number	Type	Status	Description	Locations	Assigned To	Requester
001938	CORRECTIVE	Closed	Pull and clean both UV banks, tubes and sensors	39-UV Bldg / Wastewater / Town of Stevensville	Cody Anderson Glenn Bies Ian Murray	Steve Kruse
001931	CORRECTIVE	Closed	Repair PH sensor at UV building		Cody Anderson Glenn Bies Steve Kruse	Steve Kruse
001697	CORRECTIVE	Closed	Investigate emergency lighting flickering in Headworks building	23-Headworks Bldg / Wastewater / Town of Stevensville	Cody Anderson Glenn Bies Steve Kruse	Steve Kruse

File Attachments for Item:

- a. Final Plat Approval of Burnt Fork Estates Phase I

BURNT FORK ESTATES - PHASE I

A RESIDENTIAL PLAT OF A SUBDIVISION IN STEVENSVILLE, MONTANA

LOCATED IN THE SE¹/₄ OF SECTION 26 T.9N., R.20W., P.M.M., RAVALLI COUNTY, MONTANA

CERTIFICATE OF DEDICATION

We do hereby certify that we have caused to be surveyed, subdivided and platted into lots, road and common area as shown hereon, the following described tract of land:

A tract of land being a portion of Tract 1 of Certificate of Survey No. 495033, located in the Southeast one-quarter of Section 26, Township 9 North, Range 20 West, PMM, Town of Stevensville, Ravalli County, Montana, and being more particularly described as follows:

Beginning at the southwest corner of Lot 3 of Block 6 of Creekside Meadows - Phase 1, a subdivision of Ravalli County, said point being the point of beginning; thence S03°24'29"W 83.75 feet; thence S86°35'31"E 136.55 feet; thence S03°24'29"W 20.00 feet; thence N86°35'31"W 136.55 feet; thence N45°10'56"W 70.31 feet; thence N86°35'31"W 273.11 feet; thence N03°24'29"E 228.09 feet to a point on the southerly boundary of said Creekside Meadows - Phase 1; thence the following three courses along said southerly boundary: N03°44'46"E 35.53 feet; thence S87°13'49"E 326.07 feet; thence S03°31'19"W 210.02 feet to the point of beginning, containing 2.08 acres, more or less, being subject to all easements or rights-of-way existing or of record.

Further, Federal, State, and local plans, policies, regulations, and/or conditions of subdivision approval that may limit the use of the property, including the location, size, and use are shown hereon or as otherwise stated, and

Further, buyers of property should ensure that they have obtained and reviewed all sheets of the plat and all documents recorded and filed in conjunction with the plat and that buyers of property are strongly encouraged to contact the local planning department and become informed of any limitations on the use of the property prior to closing, and

Further, all or part of the required public improvements have been installed and/or security requirements pursuant to 76-3-507, MCA, securing the future construction of any remaining public improvements to be installed have been met, and

Further, we certify that this subdivision is exempt from review by the Department of Environmental Quality pursuant to MCA Section 76-4-125(1) a subdivision excluded from provisions of Chapter 3 must be submitted for review according to the provisions of this plat, except the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review: (d) as certified pursuant to 76-4-127(i) new divisions subject to review under the Montana Subdivision and Platting Act.

Further, Sassafras Court is hereby dedicated and granted to the public, to have and to hold forever, and

Further, the Common Area shown hereon is hereby dedicated and donated to the Burnt Fork Estates Homeowners Association, and

Further, the parkland dedication requirements for the subdivision have been fulfilled pursuant to Section 76-3-621 MCA, and

Further, the undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, cable television, water, or sewer to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines in, over, under and across each area designated on this plat as "Utility Easement" to have and to hold forever, and

Further, that the above described land be known as BURNT FORK ESTATES - PHASE 1, and that the plat conforms to the preliminary plat previously reviewed and approved by the governing body, and

Further, no lots within this subdivision may be aggregated or combined, and

Further, the property owners shall be required to waive their right to protest the formation of a Special Improvement District (SID) related to any potential future improvements to Middle Burnt Fork Road and Logan Lane along subdivision footage or areas of benefit as required to bring these roads into compliance with applicable standards of the authority having jurisdiction.

ILAMAR PROPERTIES, LLC

By: _____
Jeffrey Jessop, Member

STATE OF MONTANA)
)SS
COUNTY OF RAVALLI)

This instrument was acknowledged before me on _____, 2022, by Jeffrey Jessop as member of ILAMAR PROPERTIES, LLC.

ss _____
Notary Signature

Notary Seal

ASPEN ACRES, LLC

By: _____ By: _____
Jeffrey M. Jessop, Member Maria T. Jessop, Member

STATE OF MONTANA)
)SS
COUNTY OF RAVALLI)

This instrument was acknowledged before me on _____, 2022, by Jeffrey M. Jessop and Maria T. Jessop as members of ASPEN ACRES, LLC.

ss _____
Notary Signature

Notary Seal

SURVEYOR'S CERTIFICATION

I hereby certify that the attached plat represents a survey substantially completed under my supervision on the date shown hereon.

ss _____
Toby Dumont Date
Professional Land Surveyor
Montana Registration No. 12671S

CERTIFICATE OF FINAL PLAT APPROVAL

Whereas BURNT FORK ESTATES - PHASE 1 is being platted as a residential subdivision, and the park dedication requirement has been met by the creation of the Common Area, a Homeowners Association has been created, and said Common Area shall be deeded to the Homeowners Association; whereas the Plat of Burnt Fork Estates - Phase 1 was duly approved by the Stevensville Council:

Therefore, this plat is hereby certified approved by the undersigned:

Dated this ___ day of _____, 2022.

ss _____
Mayor of Stevensville, Montana

Attest:

Dated this ___ day of _____, 2022.

ss _____
Clerk - Town of Stevensville, Montana

1/4	SEC	TWP	RGE
☒	26	9 N	20W
☒			
RAVALLI COUNTY MONTANA			

BURNT FORK ESTATES - PHASE I

A RESIDENTIAL PLAT OF A SUBDIVISION IN STEVENSVILLE, MONTANA

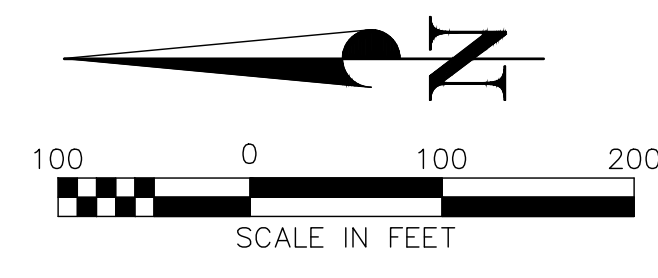
LOCATED IN THE SE¹/₄ OF SECTION 26 T.9N., R.20W., P.M.M., RAVALLI COUNTY, MONTANA

1/4 CENTER FOUND 3" BRASS CAP (POWELL, 4662S)

SECTION CENTER FOUND 1 1/2" ALUM CAP (ILLEGIBLE)



FUTURE DEVELOPMENT
 TRACT 1 COS # 495033
 NOT INCLUDED IN THIS PLAT



BASIS OF BEARING
 MONTANA STATE PLANE
 DECEMBER 2022

- LEGEND**
- SET 5/8" x 24" REBAR W/ 1-1/2" ALUM. CAP (DUMONT, 12671S)
 - FOUND 5/8" x 24" REBAR W/ 1-1/2" ALUM. CAP (LARSON 8990ES)
 - ⊙ FOUND 5/8" REBAR
 - (R) RECORD PER C.O.S. 495033
 - (R1) RECORD PER CREEKSIDE MEADOWS - PHASE 1
 - (F) FOUND THIS SURVEY
 - U/E PUBLIC UTILITY EASEMENT
 - R/W RIGHT-OF-WAY
 - RM REFERENCE MONUMENT

LAND USE SUMMARY

ROAD AREA	0.26 ACRES
COMMON AREA	0.24 ACRES
LOTTED AREA (6 LOTS)	1.58 ACRES
TOTAL SUBDIVISION AREA	2.08 ACRES

Professional Consultants Inc.
 Engineers, Surveyors, Planners, Mappers
 315 RUSSELL ST., PO BOX 1750
 MISSOULA, MONTANA 59801
 PHONE 406-728-1888
 FAX 406-728-0276

170 S. 2ND ST SUITE C
 HAMILTON, MONTANA 59840
 PHONE 406-363-1211
 FAX 406-363-1215

PREPARED AT THE REQUEST OF : JMJ CONSTRUCTION
 PCI PROJECT NO 9142-21

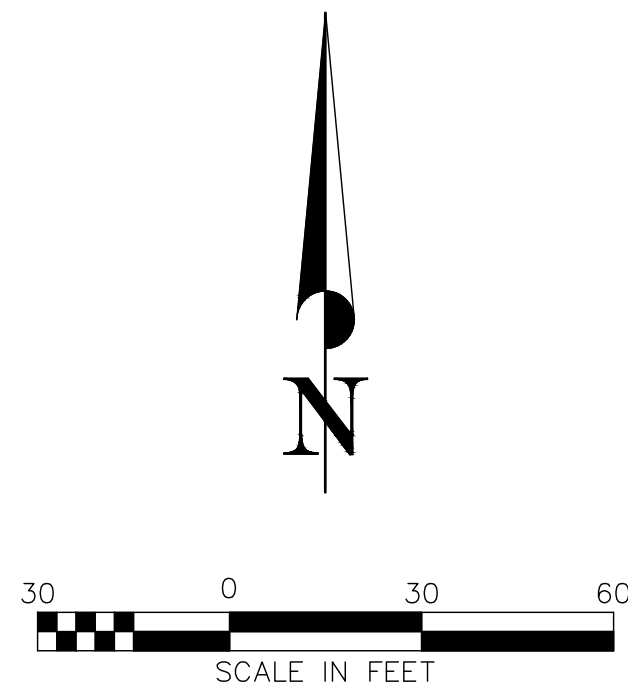
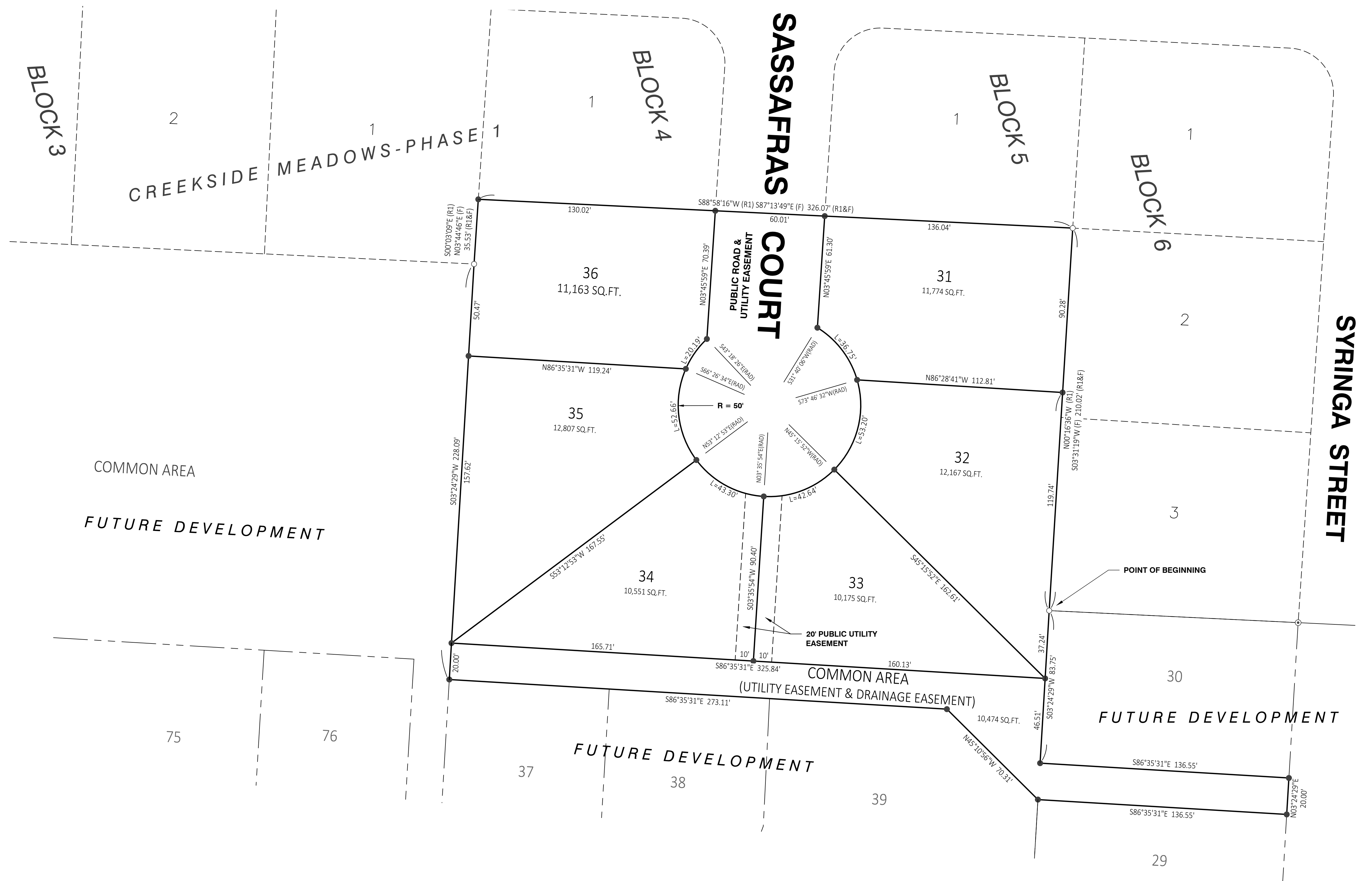
1/4	SEC	TWP	RGE
26	9	N	20W
RAVALLI COUNTY MONTANA			

OWNERS: ILAMAR PROPERTIES, LLC
 ASPEN ACRES, LLC
 DEVELOPER: JMJ CONSTRUCTION

SHEET 2 OF 3
 BURNT FORK ESTATES - PHASE 1
 RAVALLI COUNTY, MONTANA

BURNT FORK ESTATES - PHASE I

A RESIDENTIAL PLAT OF A SUBDIVISION IN STEVENSVILLE, MONTANA
 LOCATED IN THE SE¹/₄ OF SECTION 26 T.9N., R.20W., P.M.M., RAVALLI COUNTY, MONTANA



BASIS OF BEARING
 MONTANA STATE PLANE
 DECEMBER 2022

- LEGEND**
- SET 5/8" x 24" REBAR W/ 1-1/2" ALUM. CAP (DUMONT, 12671S)
 - FOUND 5/8" x 24" REBAR W/ 1-1/2" ALUM. CAP (LARSON 8990ES)
 - ⊙ FOUND 5/8" REBAR
 - (R) RECORD PER C.O.S. 495033
 - (R1) RECORD PER CREEKSIDE MEADOWS - PHASE 1
 - (F) FOUND THIS SURVEY
 - U.E. PUBLIC UTILITY EASEMENT
 - R/W RIGHT-OF-WAY
 - RM REFERENCE MONUMENT

LAND USE SUMMARY

ROAD AREA	0.26 ACRES
COMMON AREA	0.24 ACRES
LOTTED AREA (6 LOTS)	1.58 ACRES
TOTAL SUBDIVISION AREA	2.08 ACRES

Professional Consultants Inc.
 Engineers, Surveyors, Planners, Mappers

315 RUSSELL ST. PO BOX 1750 MISSOULA, MONTANA 59801
 PHONE 406-728-9889 FAX 406-728-0276

170 S. 2ND ST SUITE C HAMILTON, MONTANA 59810
 PHONE 406-363-1001 FAX 406-363-1215

1/4	SEC	TWP	RGE
☒	26	9 N	20 W
☐			
RAVALLI COUNTY MONTANA			

PREPARED AT THE REQUEST OF : JMJ CONSTRUCTION
 PCI PROJECT NO 9142-21

SHEET 3 OF 3
 BURNT FORK ESTATES - PHASE I
 RAVALLI COUNTY, MONTANA

Missoula Office
3115 Russell Street • PO Box 1750 • Missoula, Montana 59806
406-728-1880
www.pcimontana.com

January 17, 2023

Mayor Steve Gibson
Town of Stevensville
206 Buck Street
Stevensville, MT 59870

RE: BURNT FORK ESTATES, PHASE 1 – FINAL PLAT

Dear Mayor Gibson:

We are submitting this final plat for review by the Town Council of Stevensville.

We have met the conditions of approval as listed in Mayor Dewey's letter of May 11, 2021, as follows:

- 1) This preliminary plat approval for all phases is valid for 10 years from the date of approval by the Town Council. The developer has the option to file the Final Plats out of sequential order, subject to Town's approval. The preliminary approval may be extended by the Town Council for a mutually agreed upon period of time, if the applicant requests an extension of time prior to the expiration date. *A public hearing is required prior to the approval of the final plat of each phase.* The conditions herein shall be satisfied at the time of final plat approval.

This first phase of development is being submitted within the 10-year period. We are hereby requesting that the required public hearing be scheduled.

- 2) If the applicant proposes to change the plat after preliminary plat approval but before the final plat approval, the applicant shall submit the proposed changes, all supporting documents, and required fee to the Town of Stevensville for review.

No changes are proposed.

- 3) The owner shall transfer a proportionate amount of the surface water rights to the Town of Stevensville at time of filing a final plat. The percentages of water rights transferred is directly related to the percentage of the lands being platted. For example, as Phase 1 represents 6.32% of the land area, then 6.32% of the surface water rights would be transferred to the Town. The Town and developer agree that the intent of the developers of Burnt Fork Estates will transfer all the water rights of the subdivision to the Town of Stevensville.

See attached deed for transferring the water rights. This will be filed with the final plat.

- 4) Each proposed lot shall be connected to the Town of Stevensville water and wastewater systems.

Each lot in Phase 1 has infrastructure installed to enable connection with the Town's water and sewer systems.

- 5) The existing water booster station located on Lot C-12 shall be upgraded before the issuance of final plat which meets 120 connections to the booster station.

Phase 1 only includes 6 lots, so the booster station upgrade will occur with a later phase of development.

- 6) All future improvements to the Town's water system and wastewater facility shall be designed in accordance with local and Montana DEQ standards and approved by the Town of Stevensville and the Montana DEQ. Public comment shall be recognized in the DEQ application.

There are no improvements to the Town's water system or wastewater facility required for this phase of development. Water and sewer mains were already in place.

- 7) All utility, public access, drainage, and irrigation easements shall be shown on the face of the final plat.

All required easements are shown on the attached Final Plat.

- 8) All storm water improvements will be designed in accordance with local and Montana DEQ standards and approved by the Town of Stevensville and the Montana DEQ.

The storm water improvements for Phase 1 meet the required standards.

- 9) The property owners shall be required to waive their right to protest the formation of a Special Improvement District (SID) related to any potential future improvements to Middle Burnt Fork Road and Logan Lane along the subdivision frontage or areas of benefit as required to bring these roads into compliance with the applicable standards of the authority having jurisdiction.

There is a note on the Final Plat certifying the owners' waiver of the right to protest creation of the referenced SIDs.

- 10) The developer shall provide verification from the Montana Department of Transportation (MDT) that details the potential traffic impacts of Burnt Fork Estates on State highway facilities, and who is responsible for any required mitigation.

Verification of the responsibility for traffic impact mitigation is described in the attached e-mails from Glen Cameron of MDT and from John Horat of Ravalli County Road and Bridge Department.

- 11) Encroachment permits shall be obtained from, and pro rata share paid to, the jurisdiction in charge of Logan Lane before the issuance of the final plat for Phase 2 and for Middle Burnt Fork Road before the issuance of final plat for Phase 7.

The Encroachment permits will be obtained prior to submittal of Phase 2 and Phase 7, as appropriate.

- 12) Internal subdivision roads shall be designed in accordance to the Town of Stevensville Streets Master Plan. Paying particular attention to traffic calming efforts, to include a complete resign of the road section as an option. Speed humps, curb extensions and the like may also be considered.

Traffic calming may be included in later phases of development as appropriate.

- 13) The internal subdivision roads and related infrastructure (water, sewer, curb, gutter, sidewalks, and storm drainage), shall be within a designated public right-of-way, and be accepted and maintained by the Town of Stevensville.

Sassafras Lane and related infrastructure are located within a public right-of-way which will be hereby dedicated with the attached Final Plat.

14) Stop signs shall be installed at each intersection for the roads internal to the subdivision as required by the Town of Stevensville Police Department.

A stop sign has been installed at the intersection of Sassafras Lane and Creekside Drive.

15) Visual detectors, speed feedback devices, or other appropriate safety measures deemed acceptable by the jurisdiction authority shall be installed at the expense of the developer at the intersection of Middle Burnt Fork Road and Logan Lane and at the intersection of East Side Highway (S203) and Logan Lane before the issuance of final plat for Phase 2.

This will be done with Phase 2 Final Plat.

16) Adequate access to parks and common areas shall be provided for fire protection or emergency response as approved by the Town of Stevensville Fire Department.

Adequate access to the common area is provided.

17) Fire hydrant spacing shall be approved by the Town of Stevensville Fire Department.

The Fire Chief has approved the installed location of the fire hydrant.

18) Lot C-12 shall be donated to the Town of Stevensville for a future fire station at the time of filing the final plat for Phase 7.

This was proposed to occur with Phase 7 Final Plat.

19) Parks and common areas within the subdivision shall be privately owned and maintained by the Burnt Fork Estates Homeowners Association and shall be handicap accessible, with the exception of storm water facilities which shall be owned, operated and maintained by the Town of Stevensville. Common areas with storm water facilities shall be fenced.

The proposed Common Area will be owned by the Burnt Fork Estates HOA.

20) Structures within the subdivision shall not have basements or a crawl space.

The Covenants include this requirement and it will be enforced by the Town through building permits.

21) The Town of Stevensville reserves the right to revoke approvals, terminate or enjoin the use of the property, and order any

structures removed if the applicants violate any conditions of preliminary plat approval.

We are assuring compliance with the conditions of preliminary plat approval.

- 22) After the Town Council has approved the final plat for each phase, the applicant shall provide the Town of Stevensville Planning Department with a copy of the recorded final plat within five working days of its recording (including an electronic version).

A copy will be provided to the Town upon recording of the plat.

- 23) The developer is required to establish a Homeowners Association. Declarations shall be filed upon approval of the final plat for Phase 1.

The Homeowners Association declarations will be filed upon approval of the final plat.

- 24) A pet proof fence shall be installed along the boundary adjacent to the Stevensville School District Property upon the filing of final plat for phase 5.

This will be done with Phase 5.

- 25) The covenants of the development shall stipulate that only single level homes shall be built on any lot adjacent to the Creekside meadows subdivision and along the western edge of Burnt Fork Estates in the R-1 zone with the exception of lot one in phase 2. Lots 74-76 shall also be restricted to single level homes.

All of the Phase 1 lots will be single level homes as outlined in the Covenants.

- 26) The road serving the commercial zone be connected to the other internal subdivision roads, an identified preference of the developer to mitigate traffic impacts and interconnectivity concerns.

This connection to the southerly 10 acres will occur with later phases. Note: there is no longer any proposed commercial zoning.

- 27) No lots within the subdivision may be aggregated or combined.

This requirement is included on the face of the Final Plat.

- 28) An updated traffic study shall be provided to the Town upon filing for the final plat approval for each phase.

A copy of the updated traffic study is attached.

- 29) Covenants for the Burnt Fork Estates Subdivision shall include "living with wildlife" guidelines.

The attached Covenants include “living with wildlife” guidelines.

30) Non-motorized transportation accommodations shall be addressed in the final plat.

In Phase 1 the sidewalk provides accommodation for pedestrians.

The following attachments are included with this submittal:

- Check for the \$560.00 review fee
- 2 sets of mylars and 2 sets of paper copies of the 3-page final plat, signed and notarized
- Title Report
- Receipts verifying payment of property taxes
- Covenants, signed and notarized
- Deed transferring portion of water rights to the Town
- E-mails from MDT and John Horat of Ravalli County Road and Bridge Department regarding traffic impacts
- Latest updated Traffic Study

Please let me know if you have any questions regarding this submittal.

Thanks,



John E. Kellogg, Principal Planner

attachments

Prepared for: Professional Consultants, Inc. – John Kellogg

Inquiries should be directed to: First Montana Title Company of Hamilton

Commitment No. RAV54475

Transaction Identification Data for reference only:

Issuing Agent:
Issuing Office: First Montana Title Company of Hamilton
Issuing Office's ALTA® Registry ID:
Commitment No.: RAV54475
Issuing Office File No.: RAV54475
Property Address: Burnt Fork Estates, Stevensville, MT 59870

SCHEDULE A

1. Commitment Date: October 6, 2022 at 5:00 P.M.
2. Policy to be issued:

TITLE REPORT

3. The estate or interest in the Land described or referred to in this Commitment and covered herein is Fee Simple and is at the effective date hereof vested in:

ILamar Properties, LLC, as to an undivided ½ interest, and Aspen Acres, LLC, as to an undivided ½ interest, as tenants in common

4. The land referred to in this Commitment is situated in the County of Ravalli, State of Montana, and described as follows:

The N½NE¼SE¼, S½NE¼SE¼, N½SE¼SE¼, and SE¼SE¼SE¼ of Section 26, Township 9 North, Range 20 West, P.M.M., Ravalli County, Montana and being more particularly described as Tract 1, Certificate of Survey No. 495033-TR.

EXCEPTING AND RESERVING THEREFROM the Plat of Creekside Meadows Phase 1, recorded in Document No. 519639.

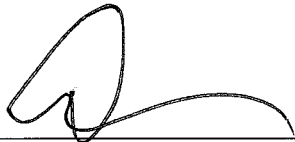
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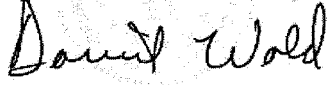
AMERICAN
LAND TITLE
ASSOCIATION





Authorized Officer of Agent
First Montana Title Company of Hamilton

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

By  President
Attest  Secretary

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**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. You must tell us in writing the name of anyone not referred to in the Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any fact, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
5. Any lien, or right to a lien, imposed by the law for services, labor or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
7. Taxes or assessments which are not now payable or 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; proceedings by a public agency which may result in taxes or assessments or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed

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insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

10. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons.

SPECIAL EXCEPTIONS

11. Regular county taxes for the year 2021 in the amount of \$84.48 are paid in full. (Parcel No. 336100)
12. Regular county taxes for the year 2022 are now a lien but not yet computed or payable.
13. Subject to a right of way easement for an irrigation ditch recorded in Book 5 Deeds, page 382.
14. Subject to county roads.
15. Subject to utility easement to the town of Stevensville, recorded in Document No. 565293.
16. Subject to Resolutions 183 and 186, recorded in Document Nos. 569708 and 569710.

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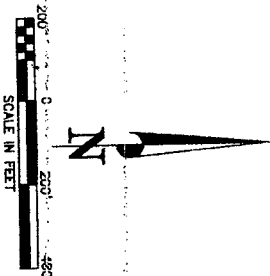
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its sketch is provided without charge, for your information. It is not intended to show all matters related to the property, including, but not limited to, area, dimensions, easements, encroachments or location of boundaries. It is not a part of, nor does it modify, the commitment or policy to which it is attached. The company assumes NO LIABILITY for any matter related to its sketch. Reference should be made to an accurate survey for further information.

CERTIFICATE OF SURVEY

RETRACEMENT SURVEY
IN SECTION 26, TWP. 9 N., RANGE 20 W., PMM
RAVALLI COUNTY, MONTANA



LEGEND

- O SET 3/4" IRON WITH 1/2" ALUM. CAP (JANSON, 88983)
- FOUND BY ALUM. CAP 31025 (GONIMAN)
- FOUND YELLOW PLASTER CAP (UN-RECORDED)
- FOUND PER BOOK 136, PG 807
- R1 RECORD PER COS 48793-TR (WELLS, 37015)
- R2 RECORD PER COS 48793-TR (WELLS, 37015)
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- R100 RECORD PER COS 48793-TR (WELLS, 37015)

PROFESSIONAL CONSULTANTS INCORPORATED
ENGINEERING, PLANNING, SURVEYING
3115 RESERVA STREET, BOZEMAN, MONTANA 59717-3424
(406) 552-1000 FAX (406) 552-0424

PARCEL A
COS 4825A

PARCEL B
COS 4825A

SEE SHEET 4 OF 5

TRACT 2
52.75 AC.

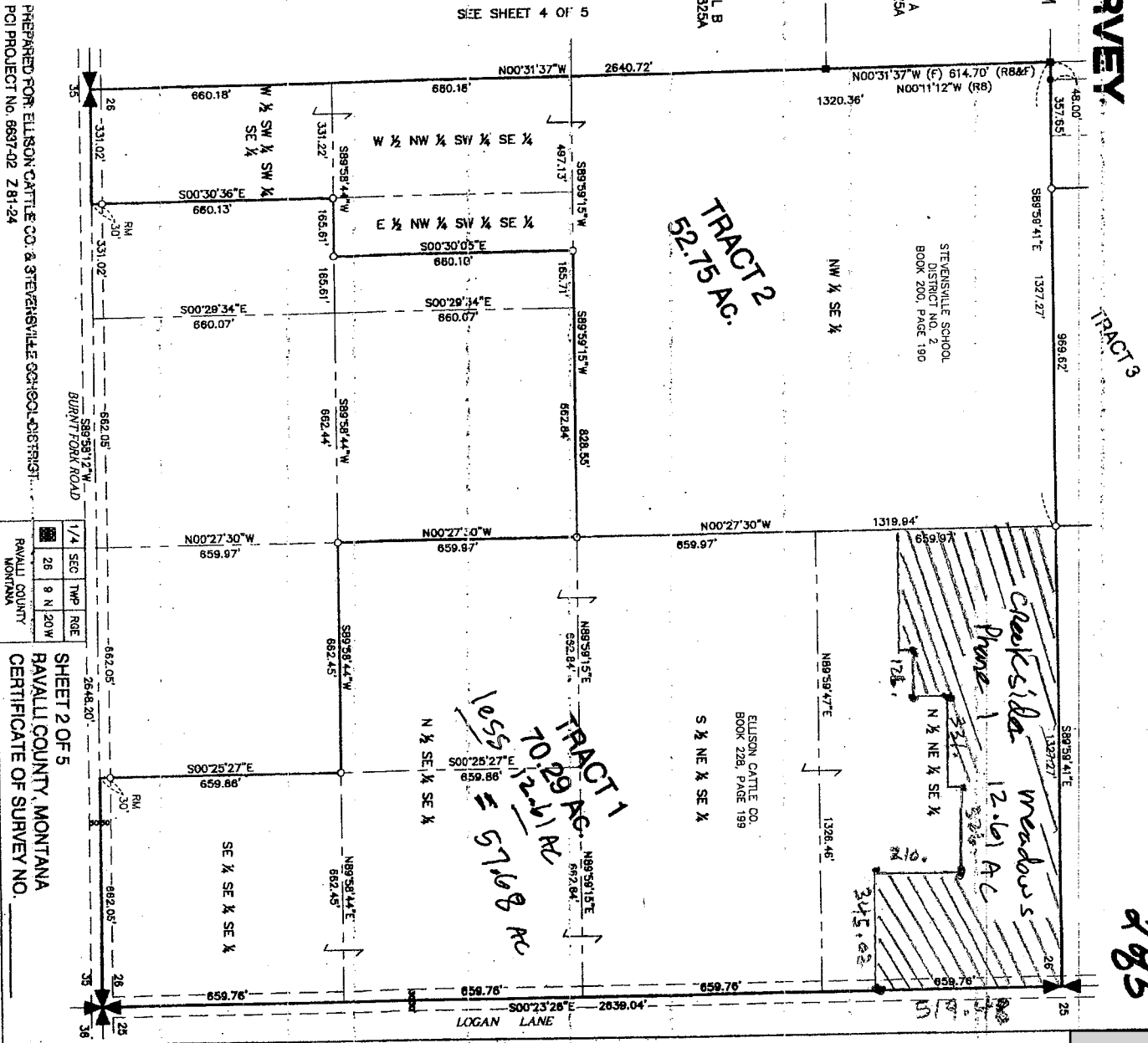
TRACT 3

STEVENSVILLE SCHOOL
DISTRICT NO. 2
BOOK 200, PAGE 190

Handwritten: Creek side
Phase 1
12.61 AC
Woods
12.61 AC
34.5 + 0.2

ELIISON CATTLE CO.
BOOK 228, PAGE 199

TRACT 1
70.29 AC
12.21 AC
57.08 AC



PREPARED FOR: ELLISON CATTLE CO. & STEVENSVILLE SCHOOL DISTRICT NO. 2
PCI PROJECT NO. 8697-02 Z 81-24

1/4	SEC	TWP	RGE
26	8	N	20W
RAVALLI COUNTY MONTANA			

SHEET 2 OF 5
RAVALLI COUNTY, MONTANA
CERTIFICATE OF SURVEY NO. _____

STATE OF MONTANA RAVALLI COUNTY
RECORDED: 04/30/2002 8:33 AM RECORDED BY: *Administrative*
495033-7E

09 495033-7E
285

**RAVALLI COUNTY TREASURER
DAN WHITESITT**

215 S 4TH STREET, STE H
HAMILTON, MT 59840-2853

Cash Receipt: Printed 11:45:15 - 12/22/22
Operator: Ekent
Posted: 12/22/22

Batch: 16704 Interest Date: 12/22/22
Transaction: 1 Received: 12/22/22 11:44:54 AM AP: 12/22

ILAMAR PROPERTIES LLC
PO BOX 1032
CORVALLIS MT 59828-1032

**ILAMAR PROPERTIES LLC
ek**

Tax Payer Name	Tax ID	Year	Date	Tax	Penalty	Interest	Total
ILAMAR PROPERTIES LLC	277000	2022	11/30/22	328.86	6.57	1.99	337.42
ILAMAR PROPERTIES LLC	277000	2022	05/31/23	328.83	0.00	0.00	328.83
ILAMAR PROPERTIES LLC	277000	2021	11/30/21	328.28	6.56	34.78	369.62
ILAMAR PROPERTIES LLC	277000	2021	05/31/22	328.27	6.56	18.43	353.26
ILAMAR PROPERTIES LLC AND	336100	2022	11/30/22	138.02	2.76	0.83	141.61
ILAMAR PROPERTIES LLC AND	336100	2022	05/31/23	138.01	0.00	0.00	138.01

Check # 1058	1668.75
Cash Paid	
Credit Paid	
Less Change Given	
TOTAL:	1668.75

**RAVALLI COUNTY TREASURER
DAN WHITESITT**

215 S 4TH STREET, STE H
HAMILTON, MT 59840-2853

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ILAMAR PROPERTIES LLC AND	336100	2022	05/31/23	138.01	0.00	0.00	138.01

Check # 1058	1668.75
Cash Paid	
Credit Paid	
Less Change Given	
TOTAL:	1668.75

After Recording Return To:
Colleen M. Dowdall
Dowdall Law
4900 Lower Miller Creek Road
Missoula, MT 59803

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BURNT FORK ESTATES, PHASE 1**

This Declaration is made this 22nd day of December, 2022, by Aspen Acres, LLC and IlaMar Properties LLC (Declarant), a Montana limited liability company, of 932 Old Corvallis Road, Corvallis, MT 59828, and provides as follows:

RECITALS

1. Aspen Acres, LLC and IlaMar Properties LLC are the owners and developers of certain Real Property, located in Section 26, Township 9 North, Range 20 West, P.M.M., Ravalli County, Montana, and more particularly described as being Tract 1 of Certificate of Survey No. 495033-TR; Excepting and reserving therefrom the plat of Creekside Meadows, Phase 1, Recorded July 24, 2003 as Instrument No. 519639, records of Ravalli County, Montana. The first phase of Burnt Fork Estates subject to this Declaration of Covenants, Conditions and Restrictions (Declaration) is 6 platted Lots, designated as Lots 31 through 36, together with adjacent Common Area, all constituting Burnt Fork Estates, Phase 1.
2. The portions of the Real Property, comprising Burnt Fork Estates, Phase 1, are subject to certain limitations and restrictions required as a condition of the plat, and may contain certain open or common areas as designated on the plat. Additional phases of said development are anticipated, and it is the intent of the Declarant that those subsequent phases will also be governed by these covenants, conditions, restrictions, and easements, with the exception of any phase or portion of the plat zoned R-2 (anticipated to be phase 7).

DECLARATION FOR BURNT FORK ESTATES, PHASE 1PAGE 1

3. NOW THEREFORE, Aspen Acres LLC, and IlaMar Properties LLC declares that all the Real Property identified in this Declaration shall be held, sold, hypothecated, and conveyed subject to the following restrictions, covenants, conditions, and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Real Property as a residential development. These restrictions, covenants, conditions and easements shall run with the Real Property and shall be binding upon all parties having or acquiring any right, title or interest in any part of the described Real Property, and shall benefit and be binding upon each successor in interest to the Owner.

ARTICLE I: DEFINITIONS

Section 1. Association. "Association" shall mean the Burnt Fork Estates Homeowners Association, Inc., a Montana non-profit corporation, filed with the office of the Secretary of State, Helena, Montana.

Section 2. DRC. DRC shall mean and refer to the Design Review Committee for Burnt Fork Estates Homeowners Association.

Section 3. Common Area. "Common Area" shall mean all that area shown on the plat of Burnt Fork Estates Phase 1 and on subsequent phases on subsequent subdivision plats or as may be shown on any other plat of any subdivision or property coming within the jurisdiction and authority of this Declaration.

Section 4. Declarant. "Declarant" shall mean and refer to Aspen Acres LLC and IlaMar Properties LLC, both Montana limited liability companies, their successors and assigns if such successors or assigns should expressly acquire their rights as Declarant. The sale or transfer of an individual Lot in the subdivision shall not operate as a transfer of any retained development rights.

Section 5. Lot. "Lot" means and refers to any plot of land shown upon the recorded plat map of the Real Property with that designation, subject to this Declaration and excepting Common Area or open space and roads, whether dedicated for public or private use. Declarant reserves the right to have any Lot, upon which common buildings and amenities are constructed, to be dedicated as common area or as a common area lot.

Section 6. Member. "Member" shall mean and refer to every person or entity who is a Member of the Association as described in Article II.

Section 7. Owner. "Owner" shall mean and refer to the record Owner or Owners, of any Lot which is a part of the Real Property, including buyers under a contract for deed, but excluding those having an interest merely as security for the performance of an obligation.

Section 9. Real Property. "Real Property" shall mean and refer to that certain Real Property described as Burnt Fork Estates, Phase 1, and any other Real Property that may be brought within the jurisdiction of this Declaration and the Association.

ARTICLE II: MEMBERSHIP & VOTING RIGHTS

Section 1. Membership. Every record Owner of Lots, including buyers under a contract for deed, shall be a Member of the Association. Members do not include persons or entities who hold an interest as security for the performance of an obligation. Acceptance of title to any Lot whether by deed or other form of conveyance shall be deemed a consent to membership in the Association. Membership shall be appurtenant to and may not be separated from Ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership, except all members of the Declarant shall be considered as Lot Owners for purposes of Association membership, and shall therefore be Members of the Association, so long as the Declarant owns one or more Lots. The Association, if it acquires an interest in a Lot, which would otherwise qualify it for membership, shall not be considered a member either for voting or assessment purposes.

Section 2. Voting Rights. Each Lot shall be entitled to one vote, except for the Declarant who, if the Owner of two or more Lots, shall be entitled to five votes for each Lot it owns. When more than one person or entity owns an interest in any Lot, the vote for such Lot shall be exercised as such persons or entities determine, but in no event may more than one vote per Lot be cast, unless the owner is the Declarant. If only one of the multiple Owners of a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote on behalf of that Lot. In the event multiple owners of a Lot cannot agree on the exercise of their vote, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority of such multiple Owners. If any one of the multiple Owners casts the vote(s) allocated to that Lot without protest being made promptly to the person presiding by any of the other Owners of the Lot, then there is majority agreement on that vote. In the case of a protest of the vote cast by one of the multiple Owners, and absent a majority agreement, the vote or votes cast shall be disregarded and the multiple Owners shall lose their right to vote on the matter in question.

ARTICLE III: HOMEOWNERS' ASSOCIATION

The Declarant has created a Montana non-profit corporation to act as the homeowners' association in conjunction with the administration of this Declaration. The Association shall administer the terms and provisions of this Declaration as they apply to Lots and take such action as may be reasonable or necessary to carry out the functions of a homeowners' association.

The affairs of the Association shall be managed by its Board of Directors.

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Following the initial Board, the Board of Directors shall consist of 3 individuals, all of whom shall be an owner of a Lot or the designated representative of an Owner. The Board shall be elected at each annual meeting by the Members of the Association as provided in the Bylaws. Board Member terms shall be 3 years, staggered so that one Board Member is elected each year. Declarant shall have the right to appoint Directors until such time Declarant opts out of this right in a written statement to the Association and its membership. In any event, Declarant's right to appoint Directors shall end upon the final approval of the Phase 3 of Burnt Fork Estates.

ARTICLE IV: PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every Member and their guests and invitees, shall have a right and easement of use and enjoyment in and to the Common Areas, subject to any further restrictions as may exist in this instrument or rules promulgated by the Association, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to provide reasonable rules relative to use of the Common Areas for the overall benefit of its members and for the management of Common Areas, and for ensuring compliance with any rules. Such rules may not conflict with this Declaration, unless it is amended, but may be more restrictive in nature;
- b. The right of the Association to charge reasonable and pro rata fees for the repair, maintenance, dust abatement, and snow removal in the walkways and paths within the subdivision, and other fees for the use of the Common Areas and common facilities, and fees associated with the maintenance and management of Common Areas and common or shared facilities;
- c. The right of the Association or Declarant to dedicate or transfer all or any part of the roadways or Common Areas and open spaces to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Association or Declarant;
- d. The right of the Association or Declarant to grant easements under or over any Common Area to any public agency, authority, or utility provider without charge;
- e. The right of the Association or Declarant to run utility service lines or connections including a water, sewer, or stormwater or drainage system that serves any portion of the Real

Property under or through any Common Areas or Open Spaces, inclusive of such facilities that may benefit future phases; and

- f. The right to restrict the development and landscaping of a Lot or Common Area subject to drainage swale or drainage easements as may be depicted on the plats. Lots shall not be developed or landscaped in any manner that interferes with the purpose of a drainage swale or drainage easements.
- g. The right of the Declarant to allow or prohibit use of Common Area for commercial use, by adjacent properties and Owners.

Until such time as all phases of the development have been finally platted, Declarant shall and does reserve the right to exercise the rights stated in this Article IV; provided Declarant may at any time opt out of such rights by written assignment to the Association.

Section 2. Assignment of Use. Any Member may assign to the members of his family or others who reside on a Lot, in accordance with this Declaration, his right of enjoyment to the Common Areas and common facilities or to Open Spaces.

Section 3. Maintenance Easement. An easement is hereby declared, granted, and reserved to the Declarant and the Association for access onto any Lot or Common Area for the purpose of installation, service, maintenance, or replacement of any common utility service. Further, the Declarant and the Association reserve the right to make additional grants of easements to any private or public utility provider over any Lot or Common Area as may be required for the provision of such service.

ARTICLE V: RESPONSIBILITY FOR SERVICES

Section 1. Common Areas. The Association shall mow, water or otherwise maintain the designated Common Area as is reasonably necessary, inclusive of complying with any weed district requirements. The streets within the plat will be public streets, dedicated to and accepted by the Town with final plat approval.

Neither the Town of Stevensville nor other public agencies are responsible for maintenance of any private roads and any bike and pedestrian walkways until they are designed to public road standards and are accepted by the appropriate governmental body as dedicated public streets or walkways. The Association shall maintain and manage any common amenities or improvements located on the common areas, including common area buildings or improvements, and common or shared utilities, except those facilities and common utilities under the authority of the Town of Stevensville.

The Phase 1 Common Area gravel trail will be established, improved and maintained with native grasses and landscaping, and will not be irrigated. Common

Areas established or maintained in native grasses may nevertheless need periodic mowing and weed control, as may be required to meet Weed District requirements and to control fire risk.

Common Areas developed with future phases may have picnic and playground facilities and have irrigated landscaping, and may include an area or areas of a fenced, developed dog park. Declarant shall be responsible for maintenance of the initial Phase 1 Common Area until such time as a subsequent phase is developed until there are sufficient homeowner rate/assessment base to adequately support maintenance of existing Common Area(s), based solely on the judgment of the Declarant.

Section 2. Exterior/Lawn Maintenance. Individual Lot Owners shall be responsible for all exterior maintenance on their lots, such as painting, repair of walls, roofs, driveways, lawns and shrubs. Landscaping built at certain road turns or intersections specifically to serve as headlight buffers, are allowed subject to the review of the DRT. Care and maintenance of landscaping constructed on a lot will be the responsibility of the individual Owner. This includes maintenance of the landscaped boulevard area that may lie within a public right-of-way.

Section 3. Water and Sanitary Sewer.

- a. Each Lot shall be served by sanitary sewer service. Declarant shall be responsible for the initial construction of the sewer or effluent mains, the service line check and shutoff valve(s) at the property line of each Lot, the service line running between the sewer main and these valves, and any off-lot lift or pump station that may be required to move effluent. Each Owner shall install, operate, maintain and repair the sewer facilities for which the Owner is responsible in a good and workmanlike manner so that it causes no harm or injury to other property or the overall system. Construction shall be in compliance with all pertinent ordinances, rules and regulations of the state and local health officials, and those standards contained in these covenants.
- b. On completion, the main or common sewer lines shall be maintained, owned, and operated by the municipal sewer provider.
- c. Each Lot shall be served by a municipal or public water system. Declarant shall be responsible for the initial construction of the water mains, curb stops or shutoff valves located near the Lot line, and service lines between mains and curb stops. Each Lot Owner shall be responsible for the installation of all remaining water system elements located on a Lot, including any pressure reducing valve and meters, if required. Each Owner shall install, use, operate, maintain and repair the water provision facilities for which the Owner is responsible in a good and workmanlike manner such that it causes no harm or injury to other property or the overall system, and will comply with all pertinent

ordinances, rules and regulations of the service provider. Water efficient faucets and facilities should be used on all new construction.

- d. On completion, the water mains and other delivery lines shall be dedicated to the municipal or public water provider which shall maintain and operate such facilities.
- e. Assessments for such sewer and water service shall be made by the municipal or public provider of those services.

Section 4. Additional Services. The Association may provide additional services or facilities as it sees fit or as may be required as a condition of plat approval. The Association may provide such services or facilities for all or a portion of the Real Property within its jurisdiction or with which it may contract and levy assessments only on its Members who will derive benefits from these services. It shall be the option of the Declarant to provide any additional services required as a condition of plat approval until such time as each subsequent phase is developed and with a sufficient homeowner rate/assessment base to adequately support additional services or facilities.

Section 5. Fees. The Association shall establish a fee schedule for providing services or facilities, referred to as assessments. Assessments shall be adequate to fund the annual responsibilities of the Association and may include but no limited to the following:

- a. Expenses for service or Common Area even though it is not used by every assessed Owner of a Lot
- b. Special fees for individual use, based on a flat rate.
- c. Expenses for excess use of Association property, if damages occur.
- d. Expenses to maintain private roads or trails within the Real Property.

The Association may not assess for services, facilities or other improvements that are required as conditions of approval of the plat of any future phases, without the approval of the Membership benefited by the improvements.

ARTICLE VI: RULES AND REGULATIONS

Section 1. Association to Establish Rules. The Association and its Board of Directors may adopt rules and regulations as it deems necessary and appropriate for the use of the Common Areas, Common Area improvements, and community or common facilities. The Declarant may promulgate rules and regulations, upon all Lots and Common Areas so long as Declarant owns any property within the Development

and there are unplatted phases still to be developed. Declarant may provide written notice to the Association of its intent to opt out of this reserved right. Rules and regulations adopted by the Association may be modified or amended by a vote of the Board. Association rules and regulations imposed by the Declarant may be modified or amended upon a 60% vote of the Members, including the Declarants enhanced voting rights based upon lot ownership.

Section 2. Rules for Maintenance and Repairs. The Declarant and Association, as provided for above, may also adopt reasonable rules and regulations for the maintenance, repair or improvement of the Real Property. These rules must be uniformly and evenly applied.

ARTICLE VII: ASSESSMENTS

Section 1. Assessments. The general assessments levied by the Association shall be used for purposes that advance the interest of the Development, including but not limited to expenditures for construction, reconstruction, repair or replacement of any capital improvement; maintenance, repair and upkeep of drainage facilities; maintenance, upkeep, real property taxes, hazard and liability insurance, and related expenses in regard to any Common Area or common utility or service; insurance and administrative costs of the Association incurred in its day to day activities and any costs or expenses, including attorney fees, incurred in enforcing the conditions, restrictions or charges set forth in this Declaration.

Section 2. Rate of Assessments. Assessments for any services provided by the Association may be based on either a flat rate or on usage. Usage charges are assessed to Lots for services or amenities that directly benefit only certain Lots. All other assessments, including those for capital improvements on systems utilized to provide services, shall be fixed at a uniform rate per Lot. Undeveloped but platted Lots owned by Declarant shall be subject to 25% of the assessments fixed for other Lots. Assessments may not be made against existing platted Lots for the development of or installation of infrastructure that is solely for the benefit of additional phases and lots to be developed.

Section 3. Special Assessments. Upon approval of the Board of Directors, and approved by the majority of the membership, assessments may be levied for special or particular purposes, such as upgrades to the common area or maintenance and repair of sprinkler systems. These assessments may include administration costs, incurred by the association to implement the use of the Special Assessments. The assessments established shall be kept and accounted for, separately from other assessments provided for by this Article. Use of funds for special assessments shall be accounted for separately.

Section 4. Specific Assessments. Throughout this Declaration certain costs and expenses incurred by the Association may be attributed to one or more, but not all

Owners, and such specific assessments shall be assessed only against the Owners and Lots incurring such cost and expense.

Section 5. Commencement of Assessments. The Association is authorized to commence initial assessments when it deems it appropriate, in enough time to have funds available for all Association expenses. Written notice of assessments shall be sent to every Lot Owner. The due dates shall be established by the Association, and may be assessed monthly, quarterly, or annually. If Assessments are not paid by the due date then interest shall begin to accrue on them at a rate as determined by the Association Directors, but may not exceed the then legal limit set by Montana Statute.

Section 6. Certificate of Payment. The Secretary of the Association shall, upon request, furnish a written statement signed by an officer of the Association setting forth the status of any assessments relative to a specific Lot. The statement shall identify any delinquent assessments, the amount owed, the amount of any current assessments or accruing assessments or indicate that all assessments are current and paid. A reasonable charge may be made by the Association for the issuance of the statement. Such statement is conclusive evidence of payment of any assessment shown as paid. In addition, the Secretary of the Association shall maintain a roster of the individual Lots and the assessments due.

Section 7. Nonpayment of Assessments. Any assessments or installment payments on assessments which are not paid when due are delinquent. The Association may use any or all of the remedies listed below:

- a. File a notice of a lien on the public record for the amount of delinquent assessments.
- b. Foreclose on the lien for assessments.
- c. Bring an action at law or in equity to collect the amount of the delinquent assessment. Any judgment shall include interest, costs, and reasonable attorney's fees incurred in such action.
- d. Take such other action as provided for herein.

Section 8. Obligation of Payment. All residential Lots are subject to the assessments set forth in this Declaration as approved by the Association. Each Lot Owner hereby covenants and agrees to pay to the Association the amount of all assessments, as fixed, established and billed. The Association shall bill the Lot Owner responsible for any assessments and may require a Lot Owner to provide to the Association's secretary a true and correct copy of a recorded deed or other document of conveyance transferring title of a Lot to another Owner. The Association may use and rely on the address of a particular Lot for contacting Owners. It may also acquire addresses from the public tax record, unless the Association has received written notice from a Lot Owner to use a different address. The secretary shall also keep a list of email addresses for all Lot Owners.

Section 9. Creation of Lien. All assessments both current and delinquent, together with interest and cost of collection, shall be a charge upon the land and may constitute a lien upon the Lot against which assessments are made. (a) a lien shall be effective only upon recordation of a notice in the office of the Clerk and Recorder of Ravalli County, Montana; and each Owner, by accepting a deed to a Lot, designates any one of the officers or directors of the Association or its duly appointed manager as agent, with full power and right to record a notice of lien in favor of the Association; (b) a lien accruing pursuant to these covenants shall be foreclosed within a statute of limitations that renews upon the recurrence of an additional delinquent fee; and (c) a lien shall be subordinate to a mortgage recorded prior to the establishment of the lien.

The lien shall also be a lien upon the rents and profits of the encumbered Lot. In addition to the lien, the Association shall have the right to bring an action at law against any Owner who fails to pay any amounts assessed against his Lot and obtain judgment for the amount of the assessments due plus costs and attorney fees. Conveyance of title to any Lot shall not be effective to avoid the obligation for payment of any sums then due and owing whether or not reduced to the status of a lien, and unpaid assessments shall remain the personal obligation of the prior Owner but shall be a lien on the real property. The Association may create and adopt such other collection processes and procedures as it may deem appropriate.

Section 10. Property Subject to Assessment. All Lots shall be subject to assessments by the Association except those Lots acquired by the Association.

Section 11. Assessment of Multifamily Lots. In the event the Declarant does not promulgate separate covenants, conditions, and restrictions for lots developed in an R-2 zone, and the multifamily phase is incorporated into and under this Declaration of Covenants, Conditions and Restrictions, Declarant may establish a separate assessment for Multifamily Lots, which shall be administered and applied as assessments for residential Lots. Such assessments shall be limited to a pro rata amount as may be appropriate for Multifamily Lots, based upon level of services and amenities provided by the Association for which the Multifamily Lot may avail itself. Responsibility for collection and use of continuing assessments may be assigned by Declarant to the Association.

ARTICLE VIII: PROTECTIVE COVENANTS

The following protective covenants are designed to provide a uniform plan for the development of the residential Real Property. These covenants run with the land for each residential Lot within the Real Property.

Section 1. Design Review Committee. The Association may establish and maintain either permanently or on an ad-hoc basis, a Design Review Committee (DRC) to serve the functions as described in this Article and may establish criteria specifically for the Real Property subject to the jurisdiction of this Declaration. The functions of the DRC may be assumed by the Directors of the Association. The DRC shall have at

least one Director as a member, and the number of DRC members shall be as specified by the Directors, but shall in any event be an odd number. Members of the DRC may be appointed by the Declarant and the Declarant may serve after formation of the DRC so long as Declarant owns at least two Lots in a particular phase or has pending future phases still un-platted. Declarant may relinquish this right to the Association at any time after formation of the association, and for a particular phase, by written notice to the Association. It is anticipated that Declarant will keep or retain DRC authority for new construction on Lots being developed, and may relinquish ongoing DRC authority to the Association for matters that follow construction of improvements on Lots within a particular phase.

The criteria by which the DRC will review any proposed plans for the construction of improvements or exterior modifications on any Lot shall be made available to a lot purchaser and to new owners. It is the obligation of the Owner of a Lot to obtain current versions of the criteria prior to preparation of plans or specifications for construction of improvements or exterior modifications and prior to submission of materials to the DRC for review. The DRC will evaluate proposed plans for construction of improvements or exterior modifications based upon the most recent criteria for review in effect as of the time the plans are submitted for review and is not obligated to use the criteria in effect at the time the Lot was purchased. While the review criteria must be reasonably designed to enhance and protect the value and nature of the Real Property, purchasers of Lots need to be aware that the DRC may from time to time adopt more stringent criteria than what existed at the time a Lot was purchased. Amended Review criteria may not be applied to an application for review already accepted by the DRC.

Separate DRC criteria may be established for successive phases, and established to distinguish criteria for Lots within the respective R1 and R2 zoning districts (e.g. for future multifamily lots as may be established). All such design review criteria shall comply with any zoning that exists at the time of adoption of the criteria. Design review criteria promulgated by the Declarant or the Association may, include the following matters: house color and design, including a pre-approved color palette; fencing heights, colors, and materials; outbuilding sizes, colors, and materials, time for completion of construction; specific recommended landscaping trees and shrubs, and the location of these features; the location and style of solar panels; driveway and parking area locations; and suggested pre-approved siding and roofing materials.

The DRC may require payment of a fee to apply for review of proposed plans and for review of complaints or protests alleging violation of this Declaration on matters within the jurisdiction of the DRC. The fees set by the DRC shall be in an amount sufficient to reasonably compensate the DRC for its administrative costs and expenses likely to be incurred in connection with its activities. The DRC may require payment of the fee in advance as a condition of making its review or determination. Unless waived by the DRC, failure to pay any fee required for DRC review or action shall be treated as if the application had not been presented for review and no action of the DRC is

required. Nothing shall preclude the DRC from reviewing applications or proposals by potential owners prior to acquisition of a Lot by an applicant, resulting in a non-binding approval.

Section 2. Design Review Committee Approval. Applications for design review shall be submitted to the DRC for Approval, providing information on items specified in the DRC criteria. If the DRC determines that proposals, plans, and specifications do not, in its reasonable judgment, contain sufficient information or completeness to allow reasonable review of the proposal, the application will not be accepted. Notice of non-acceptance shall be in writing, identifying why the application is deficient or otherwise not accepted. Notice of acceptance or non-acceptance shall be communicated to the applicant within 20 days of receipt of the application by the DRC.

If the Committee fails to act within thirty (30) days after the proposed plans and specifications and required fees are accepted and notice of such acceptance has been delivered to the applicant, no specific approval is required from the DRC and the application shall be deemed to comply with the review criteria. Disapproval or conditional approval by the DRC shall be in writing. All notices required herein shall be deemed given when mailed, postage prepaid, by U.S. mail, email, or by personal delivery.

Section 3. Land Use and Building Type.

(a) New dwellings. One single-family dwelling units may be erected, altered, placed, or permitted to remain on any Lot in the R1 zone and only single level homes on any lot adjacent to the Creekside Meadows Subdivision and along the western edge of Burnt Fork Estates in the R-1 zone, with the exception of Lot one in Phase 2. Lots 74-76 shall also be restricted to single level homes. Structures within the subdivision shall not have basements or a crawl space. Duplex units or other multifamily structures are permitted in Lots within the R2 zone, as allowed by zoning and the provisions of this Declaration. No building may exceed two (2) stories for residential dwellings, and all single-family homes shall have a minimum of 1,250 square feet of finished ground floor living area, which does not include garages, porches, patios, or breezeways. All single-family dwellings shall have a private garage for no less than two (2) cars, which shall be attached to the main dwelling structure. Lots in the R2 zone that develop with a duplex or greater density shall have at least one enclosed garage parking space for each habitable dwelling. The DRC may establish criteria for additional on-Lot parking and accessory buildings, as permitted in these Covenants. No structure such as the residential dwelling, storage sheds, fences, kennels, garages, antennas, signs, mailboxes and newspaper holders or any other structure may be located upon any Lot unless their plans and specifications have been reviewed and approved by the DRC. The DRC shall also have jurisdiction to determine and approve proposed grades of lawn, landscaping plans including seeding and planting and all other and similar items relating to the development and improvement of any Lot. Lawns and landscaping shall be substantially installed on the whole of a Lot within one (1) year of completion of the habitable dwelling.

The front surface of dwellings shall consist of at least 20% rock, brick, stone, or other architectural material that is not siding or a garage door. Suitable used materials such as used brick or beams may be utilized provided that advance approval has been obtained from the DRC. Roofs shall be of class A or B fire rated materials, built at a pitch of at least 4:12 pitch. No old structures, whether intended for use in whole or in part as the main dwelling house or as a garage or other structure shall be moved onto or be use on any Lot. No mobile homes, either double or single wide, or other pre-manufactured homes constructed primarily away from the Lot on which they would be situated shall be permitted. Provided, Declarant may be allowed to use components of structures that are manufactured or assembled on a site other than the Lot on which the building is to be located (e.g. trusses or framed wall components). The DRC is authorized in its discretion to approve exceptions to this section for residential Lots so that accessory structures(outbuildings) whose use is incidental to the primary residential use, may be allowed. This excludes the allowance of the construction of accessory dwelling units.

(b) Remodeling or Alteration. Remodeling or alteration of the exterior of any existing structure that is visible from the exterior of the structure, shall be undertaken, commenced or completed without approval by the DRC.

Section 4. Commercial Usage Prohibited. No commercial activity, (no store, retail business, office, manufacture, commercial enterprise, hospital, sanitarium, rest home, theater, or saloon of any kind, or anything of the nature thereof,) shall be carried on or conducted on any of the designated residential Lots. However, the Declarant or its designee shall be permitted to maintain a sales office in either a model home or a specially constructed building, to be used to promote the development of and facilitate sale of Lots and homes in the development.

Home occupations that do not result in or rely upon increased traffic by either customers/clients or delivery vehicles are permitted, subject to all applicable zoning and other restrictions imposed by the regulations of the Town of Stevensville, and provided that the primary use of the Lot remains residential. No sign may be posted or displayed that advertises an in-home occupation or business.

Section 5. Setback Requirements. All structures shall meet setbacks established by zoning, provided any duplex or common wall structure may be exempt from such side setbacks for the adjoining residence. Any waiver or alteration of a setback requirement by the DRC as to any Lot shall not be deemed to have waived the setback requirements for other lots, nor shall it set a precedent that in any way obligates the DRC to make subsequent waivers or adjustments to setback requirements for other Lots or as established by the Town.

Section 6. Exterior Maintenance. The Owners of a Lot shall be obligated to provide appropriate exterior maintenance of any structures on the Lot. Lot maintenance includes painting and repairing the structures; maintaining the lawn and grounds to preclude weeds, underbrush, and other unsightly growths; and not permitting

refuse piles or other unsightly objects to accumulate or remain on the grounds. All areas disturbed during development shall be restored and re-vegetated in accordance with any existing DRC rule or plan, and in accordance with any revegetation plan approved and/or required by a local governmental entity or weed district. No Owner, inclusive of Declarant, of an unimproved or vacant Lot shall allow weeds or other vegetation to exceed two (2) feet in height. Exterior maintenance requires that the Owner maintain the exterior color, design and appearance, including landscaping, as originally approved by the DRC. In the event any Owner shall fail or neglect to provide exterior maintenance, the Association shall notify the Owner in writing, specifying the deficiency and requiring that it be remedied within thirty (30) days. If the Owner fails or refuses to provide the stated exterior maintenance within the thirty (30) day period, the Association may enter onto the Lot and provide required maintenance at the expense of the Owner. The full amount shall be due and payable within thirty (30) days after the Owner is billed and shall become a Specific Assessment upon that Lot. Such entry on the Lot by the Association shall not be deemed a trespass.

Section 7. Utilities. All utility lines shall be underground. The Owner of each Lot shall pay all initial connection costs for electrical, cable television, and telephone service, together with all subsequent charges for all utilities.

Section 8. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved and granted as shown on the recorded plat. No permanent building of any kind shall be erected, placed, or permitted to remain on easements.

Section 9. Boundary Control Monuments, Subdivision. The Declarant has caused survey monuments to be placed on the corners of each Lot. It shall be the responsibility of the Owner of each Lot to provide for immediate professional replacement of any survey monuments that are removed or become lost or obliterated from his or her Lot. No Lot in R1 zone may be further subdivided.

Section 10. Garbage. No Lot shall be used or maintained as a dumping ground, nor shall any rubbish, trash, garbage or other waste be allowed to accumulate except in sanitary containers which shall be emptied at least weekly by a local garbage collection firm. This provision does not prohibit temporary storage of gravel, topsoil or building materials on Lots to be used in furthering construction. On garbage (or recycling) collection days, containers may be placed in a location convenient for collection but not interfering with vehicle traffic, and may be set out the night before, provided containers may not be left out for over 24 hours. All garbage shall be stored in containers provided by the municipal or local garbage collection firm, or shall otherwise comply with such firm's container standard. In any event, all garbage containers when placed for collection shall have tight fitting lids to preclude access by animals. Garbage and recycling containers shall otherwise be stored indoors or screened from street view.

Section 11. Burning of Trash and Yard waste. There shall be no burning of household trash or lawn and yard waste.

Section 12. Animals and Pets. A total of up to four (4) dogs and/or cats, in any combination, shall be permitted to be kept at any residential Lot. Other small domestic animals that are kept solely indoors in cages or terrariums may be kept. All animals kept on the Real Property must be kept within a fenced enclosure, DRC approved kennel or within the dwelling, except when accompanied by their Owner. All animals shall be kept in a humane manner and not chained. Leashed animals may be off the lot if under the control of the owner. Such animals shall not be allowed at large or permitted to become a nuisance or annoyance to the neighborhood.

Excessive or continuous barking shall be considered a nuisance, and in general, pets should be kept indoors at night. All animals shall be properly fed, watered, and sheltered from the elements in such a manner as shall be consistent with their good health.

Pets should be fed indoors or within DRC approved kennel areas only, and food dishes are not allowed to remain outdoors to reduce conflicts with wild animals.

Animal manure shall be removed from the Real Property, immediately following deposit, so as not to become obnoxious, offensive, or a nuisance to surrounding residents. All carcasses of dead animals shall be removed immediately.

No commercial breeding or sales of any animals is permitted. It is anticipated and allowed that the Association or the Declarant may promulgate specific rules and regulations regarding the use of Common Areas by pets, including rules allowing a dog park to be developed in a Common Area.

This area is occupied by large and potentially dangerous wildlife. Feeding big game is illegal, with negative impacts on the animals themselves, and the possibility of attracting dangerous predatory animals. Montana Department of Fish, Wildlife, and Parks provides the following guideline for living with wildlife:

1. Don't feed Wildlife. Supplemental feeding encourages wildlife to become dependent on handouts.

- Human foods are usually nutritionally inadequate for wildlife.
- Young animals taught to depend on humans sometimes never develop normal foraging behavior, if fed by humans, could starve and more likely become nuisances as they come in conflict with humans.
- Wildlife lose their fear of humans and boldly forage for human food, and conflicts, nuisance behavior, and risks to human safety are sure to occur.
- Wild animals being fed by humans may congregate in unnaturally high numbers, resulting in the spread of disease in the large group. Diseases such as rabies, distemper and many others are dependent on high animal populations.
- Artificial feeding can increase wild animal populations causing more competition over resources.

- Feeding wildlife, especially prey species such as deer, squirrels and rabbits, often causes a domino or food chain effect. Prey densities increase, which in turn attracts predators such as coyotes, bobcats and mountain lions.
- 2. Don't intervene with nuisance animals**
 - 3. Putting out the Unwelcome mat**
 - Wildlife damage is an increasing problem due to expanding human populations and loss of wildlife habitat. Wildlife often find our yards and gardens as rewarding substitutes for lost or changed habitats.
 - The key to living with wildlife is learning to understand them.
 - Mother Nature controls wildlife populations through the availability of food, water and shelter. Animals will take advantage of any source of food, water and shelter. Understanding the feeding habits, seasonal cycles, reproduction and other behavioral patterns will help you develop a strategy to prevent wildlife damage and to live with wildlife.
 - 4. Welcoming Wildlife Into your Yard**
 - With some research and thoughtful planning, you can transform your yard into an inviting space for wildlife.
 - Phase in plantings over a period of several years. Maintenance cost is less than the average lawn and wildlife benefits from a wilder, less-manicured space.
 - Creating wildlife habitat in your yard means bringing in rabbits and songbirds, but also their predators, such as skunks. This is important to keep in mind when deciding to create a habitat in your yard.
 - 5. Watching Wildlife**
 - Fade into the Woodwork
 - Let Animals Be Themselves – don't interfere with a mom and baby. Do not feed the animals.
 - Stick to the Sidelines – don't lead predators to nests and don't stress the animals you are watching.
 - Come to Your Senses – stay quiet and alert for sounds, shapes, out-of-place motions
 - Be Easy to Be With - relax
 - Think Like an Animal. Take note of the season and guess whether the animal will be shopping for a mate, feathering its nest, fattening for the winter, or preparing to migrate. Figure out the best time of day for viewing by imagining an animal's daily schedule. When does it feed? Nap? Bathe? Drink? Dusk and dawn are usually good bets. Factor in the weather. After a rain, for instance, many animals emerge to feed on displaced insects, flooded-out rodents, etc.

Owners are encouraged to contact the Montana Department of Fish, Wildlife, and Parks to obtain additional information on safely living near wildlife and minimizing habitat impact.

Section 13. Firearms. There shall be no discharge of firearms for recreational purposes, nor shall there be any hunting by any means carried out on the Lots or common areas.

Section 14. Vehicles. Each single-family dwelling shall have a sufficient paved or surfaced area or driveway for two off-street parking spaces, excluding the garage, subject to DRC review and approval. Street parking is permitted subject to Town of Stevensville regulations. Recreational vehicles, trucks exceeding one ton capacity, fifth wheel or other trailers, or trailered vehicles, snow mobiles, or watercraft may be parked on the street for no more than 48 hours. Any on-street parking shall be an irregular and infrequent occurrence. Vehicle repair is not allowed in the street.

Vehicles or trailers may not be parked on a Lot's lawn. Vehicle parking restrictions provided by this Declaration will be strictly enforced, including but not limited to ticketing (with fines as established by the Association Board). Vehicles will be towed after three (3) or more violations. This is not intended to preclude the entry of construction, maintenance, delivery, moving, or other service vehicles used in connection with services for the Real Property. Required, extended parking of these vehicles may be allowed by the DRC on a case-by-case basis.

Section 15. Signs and Antennas. No advertising signs, billboards, or unsightly objects shall be erected, placed, or permitted to remain on any Lot with the following exceptions:

- a. Signs erected within the subdivision(s) by the Declarant promoting the development of the Property and other phases;
- b. Signs less than 1,000 square inches. One small sign identifying the contractor of a building while such building is under construction; one small "For Rent" or "For Sale" sign per Lot or temporary small signs advertising a garage sale. Political signs may be placed on an Owner's Lot for a period not to exceed 60 days prior to an election, and shall be removed within 48 hours after the election.
- c. All improved Lots shall have the address of such Lot installed on the property, either at the entrance or on the house, visible from the road and at the driveway entrance. Addressing may also need to comport with the requirement of the local fire district.
- d. Exterior television or radio antennas less than thirty inches, or satellite or microwave dishes larger than thirty inches in diameter.

Section 16. Damaged Property. Any dwelling or building damaged by fire or other casualty must be removed from the premises and repairs commenced within one hundred twenty (120) days unless an extension of time for such removal and repair is granted by the DRC. Good cause for an extension is a request from the fire marshal for time to complete investigation. If a damaged dwelling is not removed and repaired, it may be removed by the Association at the Owner's expense and the DRC may pursue any and all legal and equitable remedies to enforce compliance and to recover any

expenses incurred. Any cost incurred by the Association under this section shall become a Specific Assessment upon the Lot of the Owner. The Association may exercise all rights to collect that assessment.

Section 17. Access. No Owner shall use part of any Lot to provide access to any adjacent land or Lot. Roads or driveways constructed on a Lot shall be restricted to one paved driveway for access to the dwelling or garage.

Section 18. Sanitary Restrictions. The Owners of every Lot shall comply with all governing laws and regulations relating to water supply, sanitation, sewage and garbage disposal, and air pollution.

Section 19. Fences. Fences are improvements that require DRC review and approval. Approved fencing materials include wood and vinyl, with such other materials subject to approval on an individual basis. No Lot perimeter fence may be closer to the front of a Lot than the front of the dwelling. Fences may not exceed five (5) feet in height, with the exception of the back fences of Lots that border Logan Lane, which may be 6 feet in height. Lots that border Common Areas and portions of Common Areas that abut or provide access, ingress, and egress to Common Areas shall require approval of the DRC so that fencing of Lots that border access strips to Common Areas do not create a tunnel or non-visible access strip.

Section 20. Hazardous Material. No hazardous substances as defined by federal or state law are allowed on any Lot, except small amounts of fuel for lawn mowers and other household motors, and small amounts of materials used for cleaning or sanitary purposes.

Section 21. Insurance. Each Owner shall maintain insurance as to the improvements constructed on that Owner's Lot, in an amount sufficient to provide full replacement of the improvements.

Section 22. Rentals. No residence, nor any portion thereof may be rented for less than a thirty day minimum period. This restriction is intended to prohibit overnight, daily and weekly rentals, commonly referred to as residential vacation rentals..

ARTICLE IX: COMMON AREAS

Section 1. Common Areas. The following shall apply to the Development's Common areas:

- a. Only the Association shall construct improvements or install landscaping on Common Areas;
- b. Use of motorized vehicle on or in Common Areas is prohibited;

- c. The Association shall be responsible for maintenance of any storm water drainage system as may be installed or established in a Common Area except those facilities and common utilities under the authority of the Town of Stevensville.
- d. Pets are not allowed to be at large in Common Areas, and pets may be restricted or prohibited from certain Common Areas or portions of Common Areas. When and if a dog park is built, dogs would be allowed to roam within the fencing and the double gate. Owners are responsible for the immediate pick up of any pet waste in Common Areas.

ARTICLE X: ANNEXATION OF ADDITIONAL PROPERTY

Section 1. By Declarant. At Declarant's sole discretion, additional real property including additional phases of this subdivision may be annexed to the Property covered by this Declaration. Additional real property may be annexed to the Property and brought within the provisions of this Declaration as provided by Declarant, its successors or assigns, at any time, and from time to time, without the approval of any Owner or the Association, and regardless of whether Declarant owns a Lot or Lots in existing platted phases. This right shall include accepting additional properties for the provision of services by existing water and sewer systems, even though management of such systems may have been transferred to a public entity. The use and development of such additional real property shall conform to all applicable land use regulations and zoning. No action by the Association, or any amendment of this Declaration may frustrate or inhibit this right to develop additional phases of the subdivision and its Common Areas, for the mutual benefit of all properties and Lots within Burnt Fork Estates.

Section 2. By the Association. In addition, the Association may annex additional real property to the Property subject to these covenants, upon the approval by Members of at least seventy five percent (75%) of the votes of the Association.

Section 3. Rights and Obligations of Owners of Annexed Property. Upon recording of a Supplemental Declaration to any additional real property, all provisions contained in this Declaration shall, to the extent practicable and allowed by law, apply to the additional real property in the same manner as if it were originally covered by this Declaration.

Section 4. Method of Annexation. The addition of real property to the Property authorized under Sections 1 and 2 shall be made by filing in the office of the Ravalli County Clerk and Recorder, a Supplemental Declaration or a similar instrument annexing the additional property, executed by the Association after approval of the annexation and by Declarant or the Owner of the annexed property.

ARTICLE XI: GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions, and restrictions of this Declaration shall run with the land and shall inure to the benefit of the Association, the Declarant or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, or assigns, in perpetuity.

Section 2. Enforcement. Any Owner of a Lot, the Declarant or the Association shall have the option and right to enforce by any proceeding at law or in equity all conditions, covenants, restrictions, reservations, and charges now or hereafter imposed by the provisions of this Declaration. Each Owner may submit to the Association any complaint regarding alleged violation of this Declaration by any other Owner. Upon receipt of such complaint to the Association, it shall conduct a reasonable investigation of the alleged violation. If the Association deems that the complaint has merit it may elect to seek enforcement of this Declaration pursuant to this section. The decision of the Association as to the merit of the complaint or its decision to pursue or not pursue enforcement of this Declaration, shall not limit or restrict in any way any individual Owner's pursuit of enforcement of this Declaration. The method of enforcement may include legal action seeking an injunction or to prohibit any violation or threatened violation, to recover damages and attorney fees, or both. Failure by the Association, any Owner, or by the Declarant, to enforce any such provisions shall in no event be deemed a waiver of the right to do so. When an enforcement action is instituted against an Owner who is alleged to have violated one or more of the provisions of this Declaration, or a rule promulgated by the DRC, the prevailing party shall be entitled to reimbursement for the costs of such proceeding, including reasonable attorney fees.

Section 3. Severability. Invalidation of any of the terms, covenants, conditions or restrictions as established by this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Amendment. The Declarant reserves the sole right to amend, modify, make additions to or deletions from this Declaration it alone deems appropriate for so long as Declarant is a Member in the Association (relative to residential Lots and inclusive of Lots in subsequent phases). After that time, the right to amend shall pass to the Association to be exercised only upon a concurrence of two-thirds (66%), or more, of the Lot owners of Real Property in Burnt Fork Estates, Phase 1, together with the concurrence of the same percentage of Lot Owners of this and subsequent phases that may be brought under the jurisdiction of this Declaration. In no event may those provisions of this Declaration required by a preliminary plat approval letter from Ravalli County and/or the Town of Stevensville to Declarant be amended or deleted except with the express written consent of that governmental body, its successors or assigns.

Section 5. Waiver of Protest: Participation in Special Improvement District. Declarant hereby waives any and all right to protest which it may have in regard to any attempt to be made by a local governmental entity, to initiate a Special Improvement District, for any of the purposes related to roads, water facilities and systems, and sewer

facilities and systems; provided that Declarant understands that it retains the ability to object to the amount of assessment imposed as a result of the formation of a Special Improvement District, including the right to object on the basis that the property is not benefitted by the Special Improvement District. Declarant agrees that this covenant shall run with and be binding on the Real Property described herein, and shall be binding on all Owners, successors, and assigns, and any subsequent holders or Owners of the Real Property shown on the plat for Burnt Fork Estates, Phase 1, and binding on such additional property and phases brought under the jurisdiction of this Declaration.

Section 6. Liability of Declarant. The Declarant shall have no liability for any of its actions or failures to act, or for any action or failure to act of any Owner of any Lot.

IN WITNESS WHEREOF, the Declarant has executed the foregoing Declaration on the day and year first above written.

Aspen Acres LLC, IlaMar Properties LLC
both limited liability companies

Aspen Acres LLC

By: [Signature]

Its: President

STATE OF MONTANA)
 : ss.
County of ~~Flathead~~)
Missoula

This instrument was acknowledged before on the 22nd day of December 2022, by Jeff Jessop, as President of Burnt Fork Enterprise LLC.



Michele Yvonne Hagedorn
Notary Public for the State of Montana
Printed Name: Michele Yvonne Hagedorn
Residing at: Lolo, MT
My Commission expires: 09-08, 2024

IlaMar Properties LLC

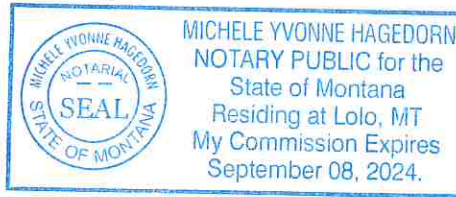
By: [Signature]

Its: Managing Member

STATE OF MONTANA)
 : ss.
County of ~~Ravalli~~)
 Missoula

This instrument was acknowledged before on the 22nd day of December 2022,
by Jeff Jessop, as Managing Member of IlaMar Properties
LLC.

Michele Yvonne Hagedorn
Notary Public for the State of Montana



Return To:

PCI
POB 1750
Missoula, MT 59806

QUITCLAIM DEED


FOR VALUE RECEIVED, **ASPEN ACRES LLC**, of 1129 Jessica Ct., Corvallis, MT 59828, and **ILAMAR PROPERTIES LLC**, P.O. Box 1032, Corvallis, MT 59828, hereinafter referred to as GRANTORS, do hereby convey, release, remise, and forever quitclaim unto the **TOWN OF STEVENSVILLE, MONTANA**, 206 Buck Street, Stevensville, MT 59870, hereinafter referred to as GRANTEE, the following described water rights in Ravalli County, Montana:

GRANTORS specifically sever 6.32 per cent (6.32%) of Water Right No. 76H 2081-00, and 6.32 per cent (6.32%) of Water Right No. 76H 2082-00, from the N½NE¼SE¼, S½NE¼SE¼, N½SE¼SE¼, and SE¼SE¼SE¼ of Section 26, Township 9 North, Range 20 West, P.M.M., Ravalli County, Montana and being more particularly described as Tract 1, Certificate of Survey No. 495033-TR. EXCEPTING AND RESERVING THEREFROM the Plat of Creekside Meadows Phase 1, recorded in Document No. 519639, and convey the 6.32% (6.32%) of those water rights to GRANTEE for the exclusive use of GRANTEE within the Town of Stevensville, Montana.

TO HAVE AND TO HOLD the said water right unto the GRANTEE.

DATED this 22nd day of December, 2022.

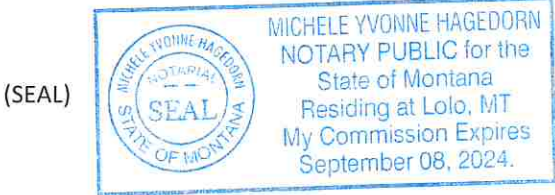
ASPEN ACRES LLC

By: 
Its Managing Member

STATE OF MONTANA)
) ss.
County of Ravalli)
 Missoula

On this 22nd day of December, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jeff Jessop, known to me to be a Managing Member of Aspen Acres LLC, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Michele Yvonne Hagedorn

ILAMAR PROPERTIES LLC

By: [Signature]
Its Managing Member

STATE OF MONTANA)
) ss.
County of ~~Ravalli~~ Missoula)

On this 22 day of December, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jeff Jessop, known to me to be a Managing Member of Ilamar Properties LLC, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Michele Yvonne Hagedorn

John Kellogg

From: Cameron, Glen <gcameron@mt.gov>
Sent: Friday, September 23, 2022 8:13 AM
To: Zody, Joe; John Kellogg; Brelin, Stanton; Burke, Patricia
Cc: Jeff Cyr; JEFF MARIA JESSOP; Smith, Jacquelyn
Subject: RE: Burnt Fork Estates - Stevensville

Joe, thanks for the quick review and comments. This is an off-site intersection from the development, MDT has no permit authority with the proposed subdivision.

As Tricia indicated, MDT's Safety Program is currently reviewing the intersection for low cost safety improvements. In 2023 it will be determined if a low cost safety improvement can be funded or not.

John – I hope this helps.

Glen

From: Zody, Joe <jzody@mt.gov>
Sent: Thursday, September 22, 2022 11:59 AM
To: Cameron, Glen <gcameron@mt.gov>; John Kellogg <johnk@pcimontana.com>; Brelin, Stanton <sbrelin@mt.gov>; Burke, Patricia <pburke@mt.gov>
Cc: jeffc@pcimontana.com; JEFF MARIA JESSOP <jmjconstructionltd@msn.com>; Smith, Jacquelyn <jasmith@mt.gov>
Subject: RE: Burnt Fork Estates - Stevensville

Based on the TIS it appears that a left turn lane is close to being justified. However, to install the turn lane and intersection improvements proposed in the report, I believe it will require acquisition to the northwest to gain the proper intersection sight distance and flatten the curve. Glen does MDT have a project planned for this location? If not, then this would need to be done through some mechanism the county may have to acquire the needed R/W to properly construct it. I don't think MDT has the ability to assess this to the developer.

If you have any questions or concerns please feel free to contact me.

Joe Zody, P.E.
Traffic Operations & Analysis Engineer
Traffic & Safety Bureau
Montana Department of Transportation
Phone: 406-444-7295



MONTANA STATE
BOEATS

From: Cameron, Glen <gcameron@mt.gov>
Sent: Friday, September 16, 2022 9:12 AM
To: Zody, Joe <jzody@mt.gov>; John Kellogg <johnk@pcimontana.com>; Brelin, Stanton <sbrelin@mt.gov>; Burke, Patricia <pburke@mt.gov>

Cc: jeffc@pcimontana.com; JEFF MARIA JESSOP <jmjconstructionltd@msn.com>; Smith, Jacquelyn <jasmith@mt.gov>
Subject: RE: Burnt Fork Estates - Stevensville

That is not what I am requesting. This is an off site development, there are no permits from MDT required. The city of Stevensville is concerned about additional traffic, and the intersection of Logan Ln and Eastside Highway. Thinking a quick review of the TIS and any comments MDT may have. We are not reviewing plans or designs, just possible impacts to an intersection and if any mitigation is warranted. However, that then begins the issue of how do you assess one subdivision to be required to mitigate the impacts that all the other people in the area use.

glen

From: Zody, Joe <jzody@mt.gov>
Sent: Friday, September 16, 2022 8:36 AM
To: Cameron, Glen <gcameron@mt.gov>; John Kellogg <johnk@pcimontana.com>; Brelin, Stanton <sbrelin@mt.gov>; Burke, Patricia <pburke@mt.gov>
Cc: jeffc@pcimontana.com; JEFF MARIA JESSOP <jmjconstructionltd@msn.com>; Smith, Jacquelyn <jasmith@mt.gov>
Subject: RE: Burnt Fork Estates - Stevensville

Does this need to go through SIAP?

If you have any questions or concerns please feel free to contact me.

Joe Zody, P.E.
Traffic Operations & Analysis Engineer
Traffic & Safety Bureau
Montana Department of Transportation
Phone: 406-444-7295



From: Cameron, Glen <gcameron@mt.gov>
Sent: Tuesday, September 13, 2022 8:18 AM
To: John Kellogg <johnk@pcimontana.com>; Brelin, Stanton <sbrelin@mt.gov>; Zody, Joe <jzody@mt.gov>; Burke, Patricia <pburke@mt.gov>
Cc: jeffc@pcimontana.com; JEFF MARIA JESSOP <jmjconstructionltd@msn.com>; Smith, Jacquelyn <jasmith@mt.gov>
Subject: RE: Burnt Fork Estates - Stevensville

Good morning John –

I apologize for the delay in this response. I thought we had discussed this several years ago. MDT will take a quick look at the TIS and see if we have any comments beyond the report. However, we will not be conducting any further traffic analysis beyond the TIS review.

I have included additional MDT personnel. MDT is currently looking at the intersection of Eastside Highway and Logan Lane via our safety program. Maybe that will be all the information you need. Tricia can you fill John in on what is currently taking place with the safety review of the intersection of Eastside Highway and Logan Ln.?

Stan, Jo if you have a minute can you please look through the TIS and provide any cursory comments you may have.?

Thanks
glen

From: John Kellogg <johnk@pcimontana.com>
Sent: Monday, August 15, 2022 11:26 AM
To: Cameron, Glen <gcameron@mt.gov>
Cc: jeffc@pcimontana.com; JEFF MARIA JESSOP <jmjconstructionltd@msn.com>
Subject: [EXTERNAL] Burnt Fork Estates - Stevensville

Glen,

I was following up on this e-mail that I sent a while ago – the Town of Stevensville required us to obtain from you a determination of traffic impacts from Burnt Fork Estates that may require mitigation. I understand that MDT does not typically evaluate these impacts unless the development has a direct access onto an MDT roadway. However, the Town has tasked us with this condition (#10 below) and we are preparing to submit the final for Phase 1.

Please let me know how we can open this dialogue and answer their requirement.

Thanks, John

Hi Glen,

When the Town of Stevensville approved the preliminary plat of Burnt Fork Estates, they included the following condition:

10) The developer shall provide verification from the Montana Department of Transportation (MDT) that details the potential traffic impacts of Burnt Fork Estates on State highway facilities, and who is responsible for any required mitigation.

The conditions also included the following:

15) Visual detectors, speed feedback devices, or other appropriate safety measures deemed acceptable by the jurisdiction authority shall be installed at the expense of the developer at the intersection of Middle Burnt Fork Road and Logan Lane and at the intersection of East Side Highway (S203) and Logan Lane before the issuance of final plat for Phase 2.

The developer had offered to install a speed feedback device along Logan Lane, due to the local comment that traffic did not slow down coming south off of Eastside Highway. Other than that, there were no specific improvements proposed.

I have attached a recent Update to Bob Abelin's Traffic Impact Study as well as the TIS from two years ago. His Study did not indicate a need for major changes to nearby intersections, although it did suggest a revision to the Eastside/Logan connection similar to what MDT has proposed further north at Ambrose Creek Road.

So I am requesting your help in responding to these conditions. Let me know if you need more information.

Thanks, John

John E. Kellogg 
Principal Planner
3115 Russell St / PO Box 1750
Missoula, MT 59806

(406) 728.1880 / (406) 728.0276 fax
johnk@pcimontana.com
www.pcimontana.com [pcimontana.com]

Jeff Cyr

From: John Horat <jhorat@rc.mt.gov>
Sent: Tuesday, November 29, 2022 8:26 AM
To: Jeff Cyr
Subject: Burnt Fork Estates

Jeff,

Below are the requirements that the Commissioners have for the proposed development. These requirements were developed during the road approach review process on May 12, 2022. The pro rata road fees and electronic signage are also mentioned as the subdivision's conditions in the preliminary plat approval. It appears that the first pro rata road shares are collected prior to recording of phase 2. These are all the identified costs that are related to the County road impacts. If you need further clarification, please let me know.

Findings of Fact (FOF):

FOF 1: This request meets separation distance from Logan Lane to Middle B approach (from the intersection west).

FOF 2: The terrain is flat and level (no site issues).

FOF 3: There is no vegetation.

FOF 4: The speed limit is 45 MPH on both roads at this approach (Logan Lane and Burnt Fork Road).

FOF 5: The Developer has agreed to pay pro rata upon the issuance of the approach on Logan Lane at 75% of the total pro rata.

FOF 6: The Developer has agreed to pay pro rata for the Middle Burnt Fork Road upon completion of Phase 2 – remaining 25% of total pro rata, before the start of Phase 3.

FOF 7: Speed feedback signs, number and location, to be provided after consultation after consulting with RCRBD (4 signs minimum).

Commissioner Burrows moved that based upon the findings of fact that the appeal /variance request. Seconded by Commissioner Chilcott. Public motion: John Kellogg, PCI. Discussion: none. All voted “aye” (3-0).

John C. Horat, PE
Road Administrator
Road and Bridge Department
244 Fairgrounds Road
Hamilton, MT 59840
406 363-2733
FAX 363-2101

Burnt Fork Estates Development Traffic Impact Study 2022 Update Stevensville, Montana

A. EXECUTIVE SUMMARY

The Burnt Fork Estates development is a 55.8-acre residential and commercial project proposed west of Logan Lane near Stevensville, Montana. Upon completion around 2030, the development would include 304 residential units and the Stevensville Fire station. The project would produce up to 2,450 new daily vehicle trips in this area. As proposed, the Burnt Fork Estates development will increase traffic volumes on the surrounding road network. Traffic volumes on the road network will increase by 10 to 20 % but no intersection modification will be required to improve capacity. Traffic volumes on Middle Burnt Fork Road will increase by approximately 800 VPD, Logan Lane and East Side Highway will see increases of 400 to 800 VPD. Total future traffic volumes on these roads will range from 2,000 to 4,000 VPD. The intersection of East Side Highway and Logan Lane currently warrants the installation of a southbound left-turn lane based on MDT road design standards. This intersection should be reconfigured to a single-point approach (or roundabout) to meet current roadway and intersection design standards. The developers should work with MDT to develop plans to reconstruct this intersection including appropriate left-turn lane treatments.

B. PROJECT DESCRIPTION

This document reports the study of the possible effects on the surrounding road system from the proposed Burnt Fork Estates residential and commercial development located west of Logan Lane between Middle Burnt Fork Road and Creekside Drive in Stevensville, Montana. The document provides information regarding possible traffic impacts in the area. The proposed project would include 304 residential units and the Stevensville Fire station.

C. EXISTING CONDITIONS

The Burnt Fork Estates residential and commercial development is proposed on a 55.8-acre parcel of land located west of Logan Road. The site is located in the rural residential and agricultural areas east of Stevensville just south of the Creek Side Meadows subdivision. See **Figure 1** for a location map of the proposed development.

Adjacent Roadways

Eastside Highway (S-203) extends from Stevensville north to Florence, MT. East of Stevensville the road has a rural cross-section and a paved width of 24-feet. Near Main Street

the road has a posted speed limit of 25 MPH which increases in stages to the east. North of Logan Lane the road has a speed limit of 60 MPH. Traffic data collected by MDT indicates that the road currently carries 3,339 VPD Vehicles per Day (VPD).

Figure 1- Proposed Development Site



Middle Burnt Fork Road is an east/west county-maintained roadway that extends east from Main Street in Stevensville. The road provides access to the residential and agricultural areas to the southeast of Stevensville. The road has a paved width of 30 feet and the posted speed limit is 45 MPH. Middle Burnt Fork Road is STOP controlled at the intersection with Main Street. Traffic data collected by Ravalli County in 2019 indicates that the road currently carries 1,475 VPD Vehicles per Day (VPD).

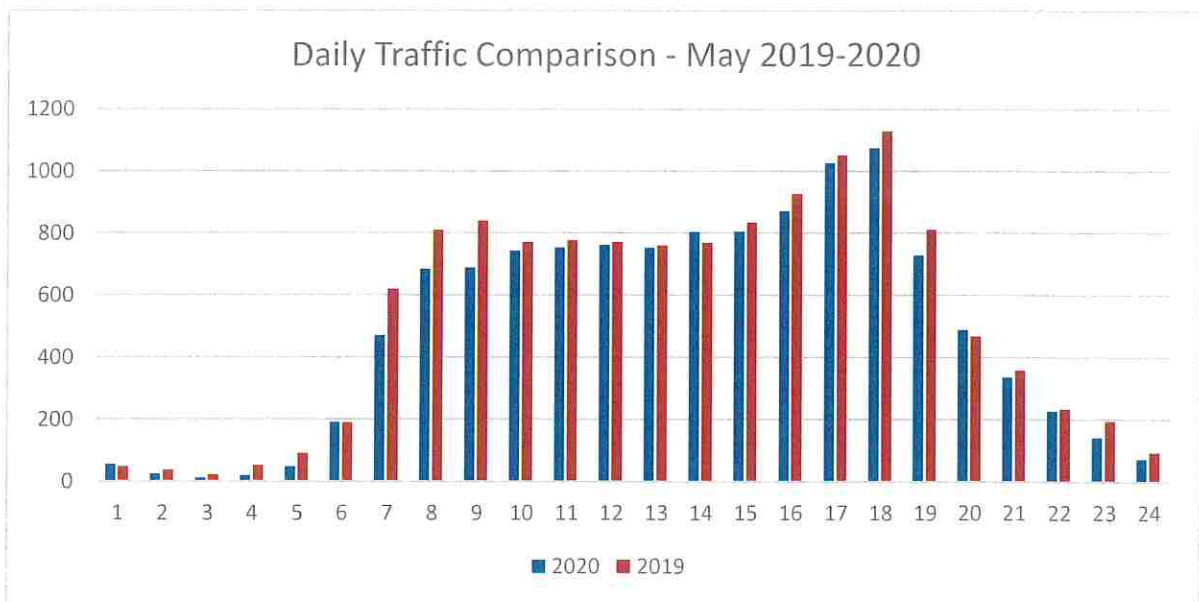
Logan Lane is a north/south county-maintained roadway that extends south from the East Side Highway on the east side of Stevensville. This section of the roadway has a two-lane rural cross-section with a paved width of 22-24 feet. The posted speed limit is 45 MPH. Traffic data collected by ATS in May of 2020 indicates that the roadway currently carries 2,855 VPD. The intersections with East Side Highway and Middle Burnt Fork Road are STOP controlled. Logan Lane intersects Eastside Highway at a curve in the highway and the intersection is split with skewed approaches for vehicles approaching Logan Lane from the north and west.

Creekside Drive is an east/west local road that provides access to the existing homes in the

Creekside Subdivision west of Logan Lane. This roadway has an urban cross-section and a paved width of 38 feet with adjacent sidewalks. No ADT is available for Creekside Drive, but based on the number of homes accessed from the road and peak-hour traffic volumes, the current ADT is approximately 400 VPD.

Traffic Data Collection

In May 2020, Abelin Traffic Services (ATS) collected turning movement count data at the study intersections. Additional ADT data was collected on Middle Burnt Fork Road and Logan Lane including ADT and vehicle speed data. Due to the Covid-19 outbreak traffic volumes throughout Montana have dropped below normal levels. In order to account for the impacts on the nearby intersection, ATS reviewed the daily and hourly traffic volumes from MDT counts station #A-047 on Highway 93 located on Highway 93 south of Florence (5 miles north of Stevensville) for the days that data was collected and compared the data to historical averages. This data is shown in **Figure 2**. Overall traffic volumes in the area are below average compared to the same time-period in 2019, but have generally the same overall daily patterns.



*Based on MDT data State #A-047 for May 22, 2019 vs. May 27, 2020.

Normally traffic counts are factored to account for seasonal variations using data from MDT permanent traffic recorders near the project site. The standard seasonal adjustment for this section of Highway 93 would be done using site A-047 US 93, RP 72, 2 Miles south of Florence. This count station data indicates that normal traffic data collected in May is approximately 106% of the AADT (Average Annual Daily Traffic) volume in this area. The raw collected traffic data would generally be reduced by 6% to match the annual average traffic data for this location. However, due to the current traffic volume drop around the state, the

raw traffic data collected in May 2020 was increase by 9% based on the data collected by MDT on May 28, 2020 at the traffic data recorder near Florence to factor the total daily traffic data to annual average conditions for 2019. The raw traffic data is included in **Appendix A** of this report. It should also be noted that the ADT collected by ATS for Middle Burnt Fork Road in May of 2020 were slightly higher than the ADT reported by the county in 2019 (1,475 VPD in 2019 vs. 2,101 VPD in May 2020)

Historic Traffic Data

Abelin Traffic Services obtained historic traffic data for area roadways from the Montana DOT which is presented in **Table 1**. The traffic data history for this area indicates that traffic volumes on the roadways around Stevensville have not increased significantly in volume over the last ten years. Therefore, no background traffic volume growth factor was applied to the future traffic volume projections for this project.

Table 1 – Historic Average Daily Traffic Data

Location	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Middle Burnt Fork W of Logan Rd #091321F	--	--	--	--	1,188	1,183	1,190	1,177	1,475	1,496
E Side Hwy E of Main Street #41-1-016	2,060	3,410	3,550	3,960	3,540	2,883	2,900	3,107	3,339	3,386
Main Street btwn 1st & 2nd # 41-1-014	8,190	6,370	6,020	7,040	7,910	7,175	6,013	5,947	6,577	6,669
Main Street N E Side Hwy #41-1-015	9,830	7,380	6,970	7,970	8,180	8,144	8,193	7,022	7,351	7,454
East Side Hwy N of Valley View St #41-1-012	6,630	4,670	4,410	4,680	5,650	5,542	5,575	4,861	4,939	5,008

Level of Service

Using the data collected for this project, ATS conducted a Level of Service (LOS) analysis at area intersections. This evaluation was conducted in accordance with the procedures outlined in the Transportation Research Board’s *Highway Capacity Manual (HCM) - Special Report 209* and the Highway Capacity Software (HCS) version 7.9. Intersections are graded from A to F representing the average delay that a vehicle entering an intersection can expect. Typically, a LOS of C or better is considered acceptable for peak-hour conditions.

Table 2 shows the existing 2020 LOS for the AM and PM peak hours without the traffic from the proposed development. The LOS calculations are included in **Appendix C**. The table shows the study intersections are operating with minimal delay given the current roadway configuration in this area. All study intersections are operating with reserve capacity under normal traffic conditions.

Table 2 – 2020 Level of Service Summary

Intersection	AM Peak Hour		PM Peak Hour	
	Delay (Sec.)	LOS	Delay (Sec.)	LOS
East Side Hwy & Main Street*	9.0/10.4	A/B	21.1/14.1	C/B
East Side Hwy & Logan Lane	10.4	B	12.5	B
Main Street & Middle Burnt Fork	9.9	A	10.6	B
Logan Lane & Middle Burnt Fork*	10.1/10.2	B/B	10.5/11.2	B/B
Logan Lane & Creekside Drive	9.5	A	10.1	B

*Northbound/Southbound or Eastbound/Westbound Side Street LOS and Delay.

ATS also collected vehicle speed data along Middle Burnt Fork Road and Logan Lane. This information indicated that the average vehicle speed on this section of Middle Burnt Fork Road is 44 MPH with an 85th percentile speed of 51 MPH for all recorded vehicles. On Logan Lane the Average Travel Speed was 46 MPH with an 85th percentile speed of 52 MPH. These speeds are consistent with the posted 45 MPH posted speed limit on these roads.

Anecdotal information from area residents indicates that a vehicle speed issue exists along the northern end of Logan Lane near the intersection with Eastside Highway. At this location southbound drivers have a tendency to pass directly from Eastside Highway onto Logan Lane at high speed due to the alignment of the intersection which allows southbound drivers to ‘turn’ onto Logan Lane without slowing from the 60 MPH speed limit on Eastside Highway. Northbound drivers also have a tendency to ignore the STOP control at the intersection when approaching the highway from the south.

Area Crash Data

ATS reviewed data from the MDT online vehicle crash database for the roadways around the proposed development to determine if any vehicle crash concentrations could be identified in this area within the last five years. The vehicle crash numbers and rates from

the MDT database are shown in **Table 3**. In general, most rural and urban intersection have an average vehicle crash rate of 0.5-1.5 crashes per Million Vehicles Entering (MVE). Most of the intersections included in this study have a crash rate in this range, except the intersection of Middle Burnt Fork Road and Logan Lane which has an above average crash rate. This intersection was identified by MDT for a Highway Safety Improvement program review in 2018 and additional warning signage was installed at the intersection to improve compliance with the existing STOP signs on Logan Lane and address right-angle crashes at the intersection. No Crashes were reported at the intersection in 2019, but it may take several years of new crash data to determine if these signing improvements have improved safety at this intersection.

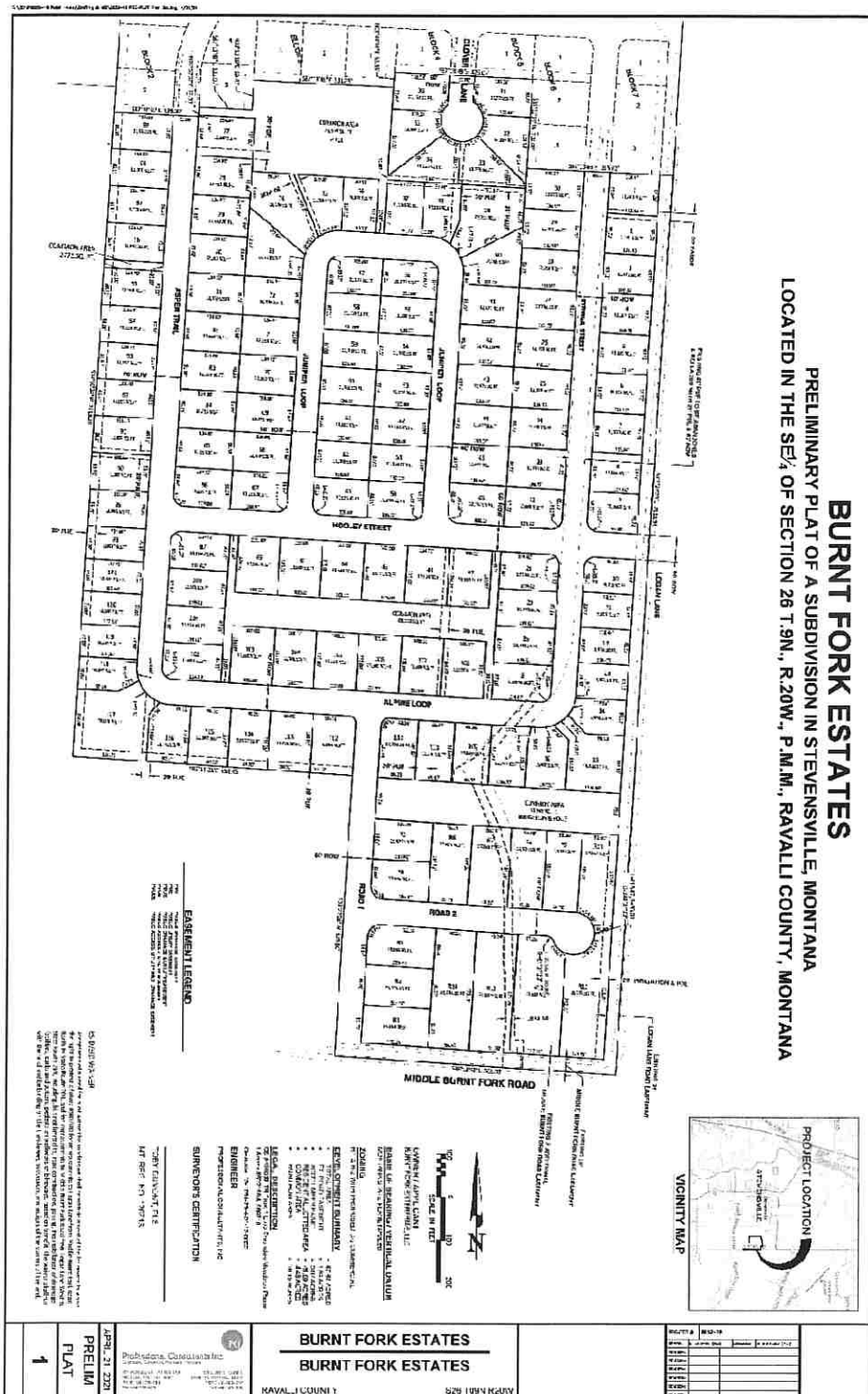
Table 3 – Vehicle Crashes 2015-2019

Intersection	Recorded Crashes	Crash Rate (Per MVE)
Middle Burnt Fork Road & Main Street	4	0.4
Main Street & East Side Highway	10	0.7
East Side Highway & Logan Lane	5	0.8
Middle Burnt Fork Road & Baldwin Road	4	1.4
Creekside Drive & Logan Lane	2	1.6
Middle Burnt Fork Road & Logan Lane	8	3.1

D. PROPOSED DEVELOPMENT

The Burnt Fork Estates Development is currently proposed along the west side of Logan Road between Middle Burnt Fork Road and Creekside Drive. The project would include 304 residential units (78 single family lots and 226 multi-family units) and one commercial lot intended for the Stevensville Fire station on 55.8 acres of land. The project would connect into the Creekside Subdivision to the north, Logan Lane to the east, and Middle Burnt Fork Road to the south. The interior road network would include 38-foot roads with curb and gutter and separated sidewalks. The project would be developed in seven phases over the next 10 years. The new site plan includes a dedicated road connection to Burnt Fork Road to the south through the development. As much as 40% of the residential traffic will likely take this route instead of connecting to Logan Lane and proceeding south to the intersection at Middle Burnt Fork Road. The new connection will provide a shorter and more convenient connection to the west into Stevensville and would decrease the overall traffic impacts on Logan Lane from the development. The site plans for the Burnt Fork Estates is shown in **Figure 2**.

Figure 2 – Proposed Burnt Fork Estates Development



E. TRIP GENERATION AND ASSIGNMENT

ATS performed a trip generation analysis to determine the anticipated future traffic volumes from the proposed development using the trip generation rates contained in *Trip Generation* (Institute of Transportation Engineers, Tenth Edition). These rates are the national standard and are based on the most current information available to planners. A vehicle “trip” is defined as any trip that either begins or ends at the development site. ATS determined that the critical traffic impacts on the intersections and roadways would occur during the weekday morning and evening peak hours. According to the ITE trip generation rates, at full build-out the Burnt Fork Estates development would produce 166 AM peak hour trips, 210 PM peak hour trips, and 2,450 daily trips. See Table 4 for detailed trip generation information. Note that the trip generation manual contains limited data for Fire/Rescue stations as these facilities produce limited amounts of peak-hour traffic under normal conditions. The rates used for this report were estimated from the available data.

The currently proposed land uses within the development produce more daily traffic than the original 2020 proposal for this property (2,450 daily trips current uses compared to 1,675 daily trips original uses, an increase of 45%). However, the projected peak-hour traffic volume have not increased at the same rate (an increase of 20% from the original volumes) due to the increase in proposed residential land uses on the property.

Table 4 - Trip Generation Rates

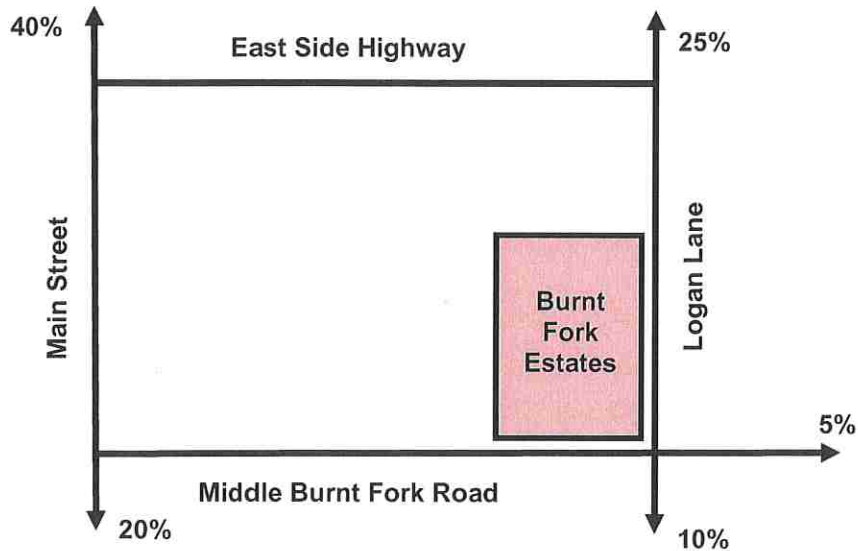
Land Use	Units	AM Peak Hour Trip Ends per Unit	Total AM Peak Hour Trip Ends	PM Peak Hour Trip Ends per Unit	Total PM Peak Hour Trip Ends	Weekday Trip Ends per Unit	Total Weekday Trip Ends
Single Family #210	78 Lots	0.74	58	0.99	77	9.44	736
Multi-family #220	226 Units	0.46	104	0.56	127	7.32	1,654
Fire Rescue #575 *	Lot R12		4		6		60
TOTAL			166		210		2,450

*Limited Data Available

F. TRIP DISTRIBUTION

The traffic distribution and assignment for the proposed development was based upon the existing ADT volumes along the adjacent roadways and the existing road configuration. Traffic is expected to distribute onto the surrounding road network as shown on Figure 3. It is expected that approximately 50% of traffic from the development will use Middle Burnt Fork Road and the remaining traffic will distribute onto Logan Lane and East Side Highway to reach Stevensville and other destinations to the north and south.

Figure 3 – Trip Distribution



G. TRAFFIC IMPACTS OUTSIDE OF THE DEVELOPMENT

Using the trip generation and trip distribution numbers, ATS determined the future Level of Service for the area intersections. The anticipated intersection LOS with the Burnt Fork Estates is shown in **Table 5**. These calculations are included in **Appendix C** of this report.

Table 5 –Future Level of Service Summary with Burnt Fork Estates

Intersection	AM Peak Hour		PM Peak Hour	
	Delay (Sec.)	LOS	Delay (Sec.)	LOS
East Side Hwy & Main Street*	9.1/10.8	A/B	23.9/15.2	C/C
East Side Hwy & Logan Lane	10.5	B	12.8	B
Main Street & Middle Burnt Fork*	10.5	B	11.6	B
Logan Lane & Middle Burnt Fork*	10.7/10.8	B/B	11.7/12.4	B/B
Logan Lane & Creekside Drive*	9.9	A	10.7	B
Logan Lane & New West Approach Approach*	10.0	B	10.5	B
Middle Burnt Fork & New South Approach*	9.3	A	9.5	A

*Northbound/Southbound or Eastbound/Westbound Side Street LOS and Delay.

Table 4 indicates that the construction of Burnt Fork Estates will not cause and specific capacity related traffic issues at the area intersections. It is expected that traffic volumes at the study intersections will increase by 10 to 20 percent and that overall peak-hour intersection delay will increase by 1-2 seconds per vehicle with the construction of the Burnt Fork Estates. No roadway modifications are recommended to improve intersection capacity at these locations. As designed, traffic volumes would increase by approximately 800 VPD on Middle Burnt Fork Road and 700 VPD on Logan Lane, and 300 VPD on East Side Highway. Based on the projected traffic volumes on these roads, it is not expected that any roadway or intersection modifications would be required to improve capacity.

The proposed modifications to the road layout and the changes in land uses will cause minor changes to the traffic operations at the intersections of Middle Burnt Fork Road and Logan Lane and the new commercial approach. The LOS at the Logan Lane intersections will improve slightly (0.1-0.2 sec/veh) due to less traffic demand from the project. All three approaches to the site will still function at LOS A or B. These modification to the site plan for the Burnt Fork Estates will have a positive impact on the overall traffic operations in this area and are recommended. The changes will decrease the traffic impacts from the project and will encourage better traffic flow patterns within the area.

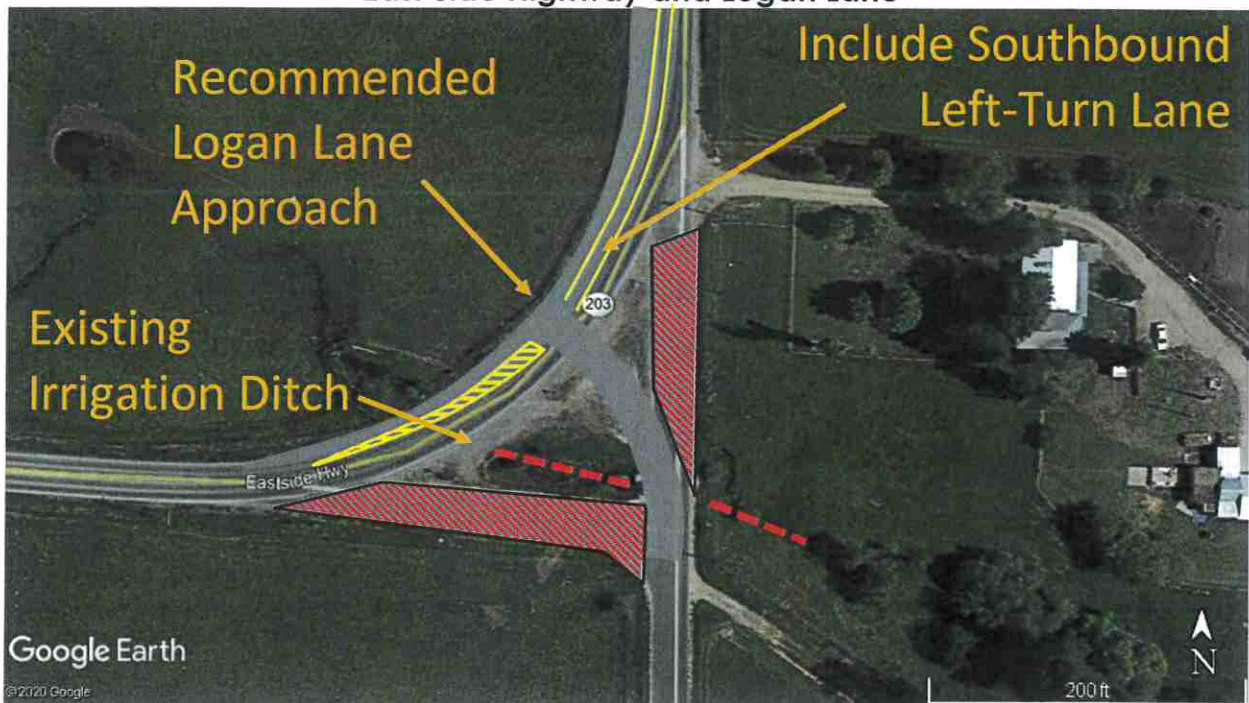
The Burnt Fork Estates development will impact traffic volumes along Logan Lane and Middle Burnt Fork Road. With the new proposed site layout, the total traffic volume on Logan Lane will increase by 15-25%. Traffic volumes on Middle Burnt Fork Road will increase by approximately 25% east of the proposed southern entrance and traffic volumes will increase by approximately 50% west of the southern entrance into Stevensville. All other roads within this area will experience traffic volumes increase of less than 10% with the proposed project.

ATS also reviewed the projected intersection volumes to determine if any additional right- or left-turn deceleration lanes may be needed with the development of the Burnt Fork Estates Development. Based on the guidance from the MDT Road Design Manual, no right-turn lanes would be needed. The approaches to the project on Logan Lane and Middle Burnt Fork Road are well below the thresholds to require the installation of deceleration lanes. A review of the existing and projected traffic volumes along East Side Highway indicate that there is sufficient traffic to warrant a left-turn deceleration lane for southbound traffic at the intersection with Logan Lane. The MDT turn-lane warrant worksheets are included in **Appendix D**.

The development of a left-turn deceleration lane at this location may require major modifications to this intersection. This approach currently has separated lanes which do not conform with current engineering standards. These separated approaches also have an existing irrigation ditch located between the approaches which may create challenges for correcting the intersection geometry. Ideally this intersection should be improved by bringing the two approaches together in the middle of the curve and installing a southbound left-turn deceleration lane. This would eliminate the two skewed approaches in favor of a single perpendicular approach near the middle of the curve. The

intersection could also be improved with the installation of a roundabout but that would likely require more right-of-way near the intersection for installation. See **Figure 4** for a conceptual intersection configuration. This intersection reconfiguration would address the existing vehicle speed issues at this location by requiring all drivers to slow to make the 90-degree turn onto Logan Lane and would enhance safety by including a southbound left-turn lane on Eastside Highway. The developers would need to work with MDT to develop an approved design for this location.

Figure 4 – Recommended Configuration for East Side Highway and Logan Lane





Burnt Fork Estates Development Preliminary Traffic Impact Report

Stevensville, Montana



Prepared For:

Professional Consultants Inc.
P.O. Box 1750
Missoula, MT. 59806

May, 2020

130 South Howie Street
Helena, Montana 59601
406-459-1443

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Burnt Fork Estates Development Preliminary Traffic Impact Report Stevensville, Montana

A. EXECUTIVE SUMMARY

The Burnt Fork Estates development is a 55.8-acre residential and commercial project proposed west of Logan Lane near Stevensville, Montana. Upon completion around 2030, the development would include 121 residential lots and 16 commercial lots. The project would produce up to 2,146 new daily vehicle trips in this area. As proposed, the Burnt Fork Estates development will increase traffic volumes on the surrounding road network. Traffic volumes on Middle Burnt Fork Road will increase by approximately 1,400 VPD, Logan Lane and East Side Highway will see increases of approximately 500 VPD. Total future traffic volumes on these roads will range from 1,000 to 4,000 VPD. The projected total traffic volumes on these roads generally do not necessitate roadway improvements to provide efficient and safe operations. ATS will look at the intersection operations in detail when traffic volumes return to normal to determine if any traffic control improvement are currently warranted or may be warranted in the future. The crash patterns at the intersection of Middle Burnt Fork Road and Logan Lane will be reviewed in detail to evaluate any safety needs at this intersection. The final traffic report for this project will be available in May 2020.

B. PROJECT DESCRIPTION

This document studies the possible effects on the surrounding road system from the proposed Burnt Fork Estates residential and commercial development located west of Logan Lane between Middle Burnt Fork Road and Creekside Drive in Stevensville, Montana. The document provides preliminary information regarding possible traffic impacts in the area. The proposed project would include 121 residential lots and 16 commercial lots (6.7 acres) at full development.

C. EXISTING CONDITIONS

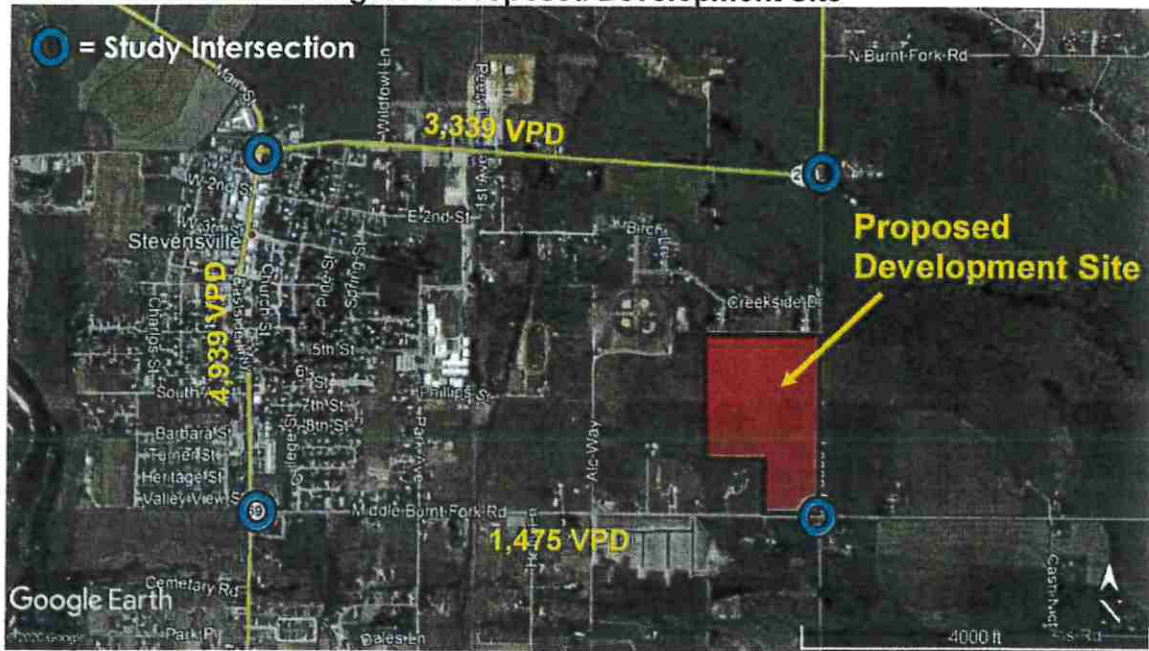
The Burnt Fork Estates residential and commercial development is proposed on a 55.8-acre parcel of land located west of Logan Road. The site is located in the rural residential and agricultural areas east of Stevensville just south of the Creek Side Meadows subdivision. See **Figure 1** for a location map of the proposed development.

Adjacent Roadways

Eastside Highway (S-203) extends from Stevensville north to Florence, MT. East of Stevensville the road has a rural cross-section and a paved width of 24-feet. Near Main Street

the road has a posted speed limit of 25 MPH which increases in stages to the east. North of Logan Lane the road has a speed limit of 60 MPH. Traffic data collected by MDT indicates that the road currently carries 3,339 VPD Vehicles per Day (VPD).

Figure 1- Proposed Development Site



Middle Burnt Fork Road is an east/west County maintained roadway that extends east from Main Street in Stevensville. The road provides access to the residential and agricultural areas to the southeast of Stevensville. The road has a paved width of 30 feet and the posted speed limit is 45 MPH. Traffic data collected by Ravalli County in 2019 indicates that the road currently carries 1,475 VPD Vehicles per Day (VPD).

Logan Lane is a north/south County maintained roadway that extends south from the East Side Highway on the east side of Stevensville. This section of the roadway has a two-lane rural cross-section with a paved width of 22-24 feet. The posted speed limit is 45 MPH. The intersections with East Side Highway and Middle Burnt Fork Road are STOP controlled. There is no current AADT data available for Logan Lane.

Creekside Drive is an east/west local road that provides access to the existing homes in the Creekside Subdivision west of Logan Lane. This roadway has an urban cross-section and a paved width of 38 feet with adjacent sidewalks. No traffic data is available for Creekside Drive, but based on the number of homes accessed from the road, the current ADT is approximately 400 VPD.

Traffic Data Collection

Due to the Covid-19 outbreak traffic volumes throughout Montana have dropped well below normal making the collection of new traffic data on the subject roadways of little value. The traffic data used for this preliminary report is intended to identify areas of potential concern which will require additional study. Annual traffic data was available for Main Street and East Side Highway from MDT and data for Middle Burnt Fork Road was available from Ravalli County. This traffic data may be supplemented with daily, hourly, and vehicle speed data when traffic volumes return closer to normal in 2020.

Historic Traffic Data

Abelin Traffic Services obtained historic traffic data for area roadways from the Montana DOT which is presented in **Table 1**. The traffic data history for this area indicates that traffic volumes on the roadways around Stevensville have not increased significantly in volume over the last ten years. Therefore, no background traffic volume growth factor was applied to the future traffic volume projections for this project.

Table 1 – Historic Average Daily Traffic Data

Location	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Middle Burnt Fork W of Logan Rd #091321F	--	--	--	--	--	1,188	1,183	1,190	1,177	1,475
E Side Hwy E of Main Street #41-1-016	2,040	2,060	3,410	3,550	3,960	3,540	2,883	2,900	3,107	3,339
Main Street btwn 1st & 2nd # 41-1-014	8,220	8,190	6,370	6,020	7,040	7,910	7,175	6,013	5,947	6,577
Main Street N E Side Hwy #41-1-015	9,870	9,830	7,380	6,970	7,970	8,180	8,144	8,193	7,022	7,351
East Side Hwy N of Valley View St #41-1-012	6,660	6,630	4,670	4,410	4,680	5,650	5,542	5,575	4,861	4,939

Area Crash Data

ATS reviewed data from the MDT online vehicle crash database for the roadways around the proposed development to determine if any vehicle crash concentrations could be identified in this area within the last five years. The vehicle crash numbers and rates from the MDT

database are shown in **Table 2**. In general, most rural and urban intersection have an average vehicle crash rate of 0.5-1.5 crashes per Million Vehicles Entering (MVE). Most of the intersections included in this study have a crash rate in this range, except the intersection of Middle Burnt Fork Road and Logan Lane which has an above average crash rate. Detailed crash information for this intersection will be requested from MDT and the information will be studied in detail for the final report to determine if any roadway deficiencies exist at this location which are contributing to the higher than normal crash rate.

Table 2 – Vehicle Crashes 2015-2019

Intersection	Recorded Crashes	Crash Rate (Per MVE)
Middle Burnt Fork Road & Main Street	4	0.4
Main Street & East Side Highway	10	0.7
East Side Highway & Logan Lane	5	0.8
Middle Burnt Fork Road & Baldwin Road	4	1.4
Creekside Drive & Logan Lane	2	1.6
Middle Burnt Fork Road & Logan Lane	8	3.1

D. PROPOSED DEVELOPMENT

The Burnt Fork Estates Development is currently proposed along the west side of Logan Road between Middle Burnt Fork Road and Creekside Drive. The project would include 121 residential lots and 16 commercial lots on 55.8 acres of land. The commercial lots would be intended for a variety of commercial, office, light-industrial land uses, and the Ravalli County fire station. The project would connect into the Creekside Subdivision to the north, Logan Lane to the east, and Middle Burnt Fork Road to the south. There would be no internal road connection between the commercial and residential portions of the development. The interior road network would include 38-foot roads with curb and gutter and separated sidewalks. The project would be developed in five residential phases and one commercial phase over the next 10-12 years.

E. TRIP GENERATION AND ASSIGNMENT

ATS performed a trip generation analysis to determine the anticipated future traffic volumes from the proposed development using the trip generation rates contained in *Trip Generation* (Institute of Transportation Engineers, Tenth Edition). These rates are the national standard and are based on the most current information available to planners. A vehicle “trip” is defined as any trip that either begins or ends at the development site. ATS determined that the critical traffic impacts on the intersections and roadways would occur during the weekday morning and evening peak hours. According to the ITE trip generation rates, at full build-out the Burnt Fork Estates development would produce 216 AM peak hour trips, 233 PM peak hour trips, and 2,146 daily trips. See **Table 3** for detailed trip generation information

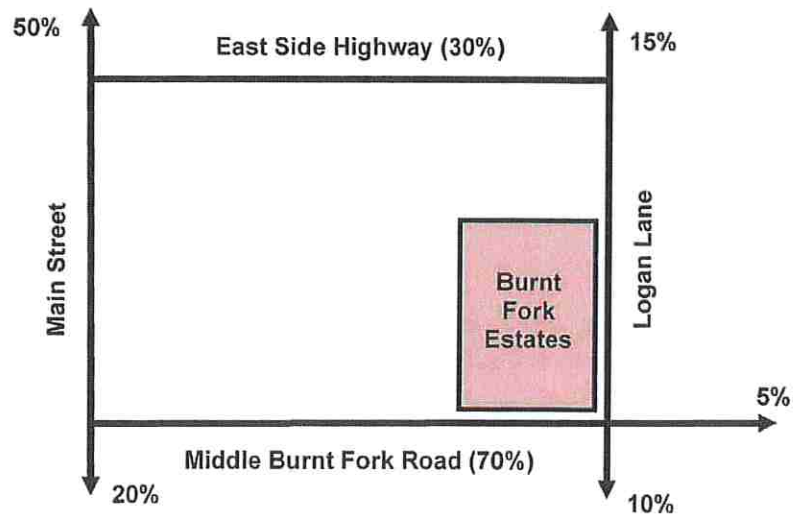
Table 3 - Trip Generation Rates

Land Use	Units	AM Peak Hour Trip Ends per Unit	Total AM Peak Hour Trip Ends	PM Peak Hour Trip Ends per Unit	Total PM Peak Hour Trip Ends	Weekday Trip Ends per Unit	Total Weekday Trip Ends
Single-Family Residential ITE #210	121	0.74	90	0.99	120	9.44	1,142
Business Park ITE #770	6.7	18.86	126	16.84	113	149.79	1,004
TOTAL			216		233		2,146

F. TRIP DISTRIBUTION

The traffic distribution and assignment for the proposed development was based upon the existing ADT volumes along the adjacent roadways and the existing road configuration. Traffic is expected to distribute onto the surrounding road network as shown on **Figure 2**. It is expected that approximately 70% of traffic from the development will use Middle Burnt Fork Road and 30% will use East Side Highway to travel east/west though Stevensville and to other destinations. This distribution will be updated when additional traffic information is collected for the project.

Figure 2 – Trip Distribution



G. PRELIMINARY TRAFFIC IMPACTS

Using the existing traffic data and the trip generation and trip distribution numbers, ATS determined the preliminary traffic impacts from the proposed project. As designed, traffic volumes would increase by approximately 1,400 VPD on Middle Burnt Fork Road and 500 VPD on Logan Lane, and 500 VPD on East Side Highway. Based on the projected traffic volumes on these roads, it is not expected that any roadway or intersection modification would be required to improve capacity. Traffic volume at the intersection of Main Street and Middle Burnt Fork Road will reach 7,000 VPD and traffic volumes at the intersection of Main Street and East Side Highway will reach 8,500 VPD. While it is not expected that these intersections will be significantly degraded by the project, ATS will perform a detailed review of these intersections to determine if any modifications to the traffic controls would be warranted based on existing and future traffic conditions.

ATS will also review the left- and right-turn lane warrants for the study intersections based on the recommended practices from the MDT Road Design Manual with the additional traffic from the Burnt Fork Estates subdivision. At this time, we do not expect that any additional turning lanes will be needed at the study intersection.

The crash patterns at the intersection of Middle Burnt Fork Road and Logan Lane will be reviewed in detail to evaluate any safety needs at this intersection. The final traffic report for this project will be completed in May of 2020 if traffic volumes return to more normal levels.

H. IMPACT SUMMARY & RECOMMENDATIONS

As proposed, the Burnt Fork Estates development will increase traffic volumes on the surrounding road network. Traffic volumes on Middle Burnt Fork Road will increase by approximately 1,400 VPD, Logan Lane and East Side Highway will see increases of approximately 500 VPD. Total future traffic volumes on these roads will range from 1,000 to 4,000 VPD. The projected total traffic volumes on these roads generally do not necessitate roadway improvements to provide efficient and safe operations. ATS will look at the intersection operations in detail when traffic volumes return to normal to determine if any traffic control improvement are currently warranted or may be warranted in the future. The crash patterns at the intersection of Middle Burnt Fork Road and Logan Lane will be reviewed in detail to evaluate any safety needs at this intersection. The final traffic report for this project will be available in May 2020.



Ravalli County Road Department

244 Fairgrounds Road • Hamilton, Montana 59840

(406) 363-2733

COUNTRY ROADS TAKE ME HOME

ROAD and DRIVEWAY APPROACH APPLICATION and PERMIT

Date 2/17/2020 Time 2:40 PM

Road Name and No. LOGAN LAKE & MIDDLE BURNT FORK

Location of Work to be Performed SEE ATTACHED PLAT

Applicant

Name PCI Phone 406.728.1880

Address TBD

Herein termed the applicant, requests permission to construct an approach or road intersection as shown on the attached plot plan and hereby made a part of this application.

Check One: Private Public

Use of Property or Facility Residential Subdivision (single-family & multi-family)
(Residence, Trailer Court, Gas Station, Field Access, Sub Division, Type of Business, etc.)
Commercial, Fire Department
Property Owner

Name Ralph & Dwight Hooley Phone 406.381.7914 (Ralph) 209.910.8780
Dwight

Address 874 GARDNER LANE Corvallis, MT 59828

Installation Contractor

Name TBD Phone _____

Address _____

To be filled out by Inspector:

Sight Distance: Left _____ Right _____

Speed Limit _____ Minimum Sight Distance _____

Surfacing _____

Width _____ (Gravel or Pavement) Flare _____

Side of Roadway: _____ (N - S - E - W)

DRAINAGE: (As required by Road Department)

Culvert Size _____ Length _____

Job Specifications _____

Inspected by _____

Final inspection (within 30 days of permit issuance) _____

Inspected by _____

White- Preliminary Copy Canary- Final Inspection Copy Pink- Office Copy

-Approach Permit -

Subject to the following terms and conditions, the permit applied for upon the reverse side hereof, is granted:

1. TERM: This permit shall be in full force and effect from the date hereof until revoked as herein provided.
2. REVOCATION: This permit may be revoked by County upon giving three(3) days notice to Permittee by ordinary mail directed to the address shown in the application here-to attached, but the County reserves the right to revoke this permit without giving said notice in the event Permit-tee breaks any of the conditions or terms set forth herein.
3. COMMENCEMENT OF WORK: No work shall be com-menced until Permittee notifies Road Supervisor shown in application when he proposes to commence work.
4. CHANGES IN HIGHWAY: If County changes high-way necessitating changes in structures or installa-tions installed under this permit, Permittee shall make necessary changes without expense to the County.
5. COUNTY SAVED HARMLESS FROM CLAIMS: In ac-cepting this permit the Permittee, its/his successors or assigns, agree to protect the County and save it harmless from all claims, actions, or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations, or property by reason of the performance of any such work, character of ma-terials used, or manner of installations, maintenance, and operation, or by the improper occupancy of said highway Right-of Way, and in case of any suit or action is brought against the County and arising out of, or by reason of, any of the above causes, the Permittee, its/his successors or assigns, will, upon notice to it/him of the commencement of such action, defend the same at its/ his sole cost and expense and satisfy any Judgment which may be rendered against the County in any suit or action.
6. PROTECTION OF TRAFFIC: Insofar as the interests of the County and the traveling public are concerned, all work performed under this permit shall be done un-der the supervision of the County Supervisor and his authorized representatives, and he/they shall indicate the traffic control devices, the lighting thereof at night, placing of flagmen and watchmen, the acceptable man-ner in which traffic is to be handled, and shall specify to Permittee how road surface is to be replaced if it is dis-turbed during operations, but said supervision shall in no way operate to relieve or discharge Permittee from any of the obligations assumed by acceptance of this per-mit, and especially those set forth under Section 5 hereof.
7. HIGHWAY DRAINAGE: If the work done un-der this permit interferes in any way with the drain-age of the high way affected, Permittee shall, at its/ his own expense, make such provisions as the County may direct to take care of said drainage.
8. RUBBISH AND DEBRIS: Upon completion of work con-templated under this permit, all rubbish and debris shall be immediately removed and the roadway and roadside left in a neat and presentable condition satisfactory to the County.
9. WORK TO BE SUPERVISED BY COUNTY: All work con-templated under this permit shall be done under the supervi-sion of and to the satisfaction of the authorized representative of the County, and the County hereby reserves the right to order the change of location or removal of any structure on installation authorized by this permit at any time, said changes or removal to be made at the sole expense of the Permittee.
10. COUNTY'S RIGHT NOT TO BE INTERFERED WITH: All such changes, reconstructing, or relocation shall be done by Permittee in such a manner as will cause the least inter-ference with any of the County's work, and the County shall in no way be liable for any damage to the Permittee by rea-son of any such work by the County, its agents, contractors, or representatives, or structures placed under this permit.
11. REMOVAL OF INSTALLATIONS OR STRUCTURES: Unless waived by the County, upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circum-stances over which the Permittee has no control, excepted.
12. MAINTENANCE AT EXPENSE OF PERMITTEE: Per-mittee shall maintain, at its/his sole expense the installations and structures for which this permit is granted, in a condition satisfactory to the County.
13. COUNTY NOT LIABLE FOR DAMAGE TO IN-STALLATIONS: In accepting this permit the Permit-tee agrees that any damage or injury done to said in-stallations or structures by a contractor working for the County, or by any County employee engaged in construc-tion, alteration, repair, maintenance, or improvement of the County Highway, shall be at the sole expense of the Permittee.
14. COUNTY TO BE REIMBURSED FOR REPAIR-ING ROADWAY: Upon being billed therefor Permit-tee agrees to promptly reimburse County for any ex-pense incurred in repairing surface of roadway due to settlement at installation, or for any other damage to road-way as a result of the work performed under this permit.
15. OTHER CONDITIONS AND/OR REMARKS:
 - A. All approach side slopes will be constructed on not less than 4 to 1 slope, unless otherwise approved.
 - B. No private signs or devices, etc. will be construct-ed or installed within the Right-of-Way limits.
 - C. This permit is valid only if approach construc-tion is completed within 30 days from date of issue.
 - D. All backfill materials shall be approved prior to construction. All encroachments into asphalt concrete roads require 100% non-shrink backfill material. All backfill material shall be compacted to 95% relative density. Testing, when prescribed, shall be conducted by the Road Department at the applicant's expense.

Dated at: _____, Montana, this _____ day of _____, 20 _____

The undersigned, the "Permittee" mentioned in the foregoing instrument, has read and understands conditions set forth and hereby accepts all of those terms and conditions.

Ravalli County Road Department

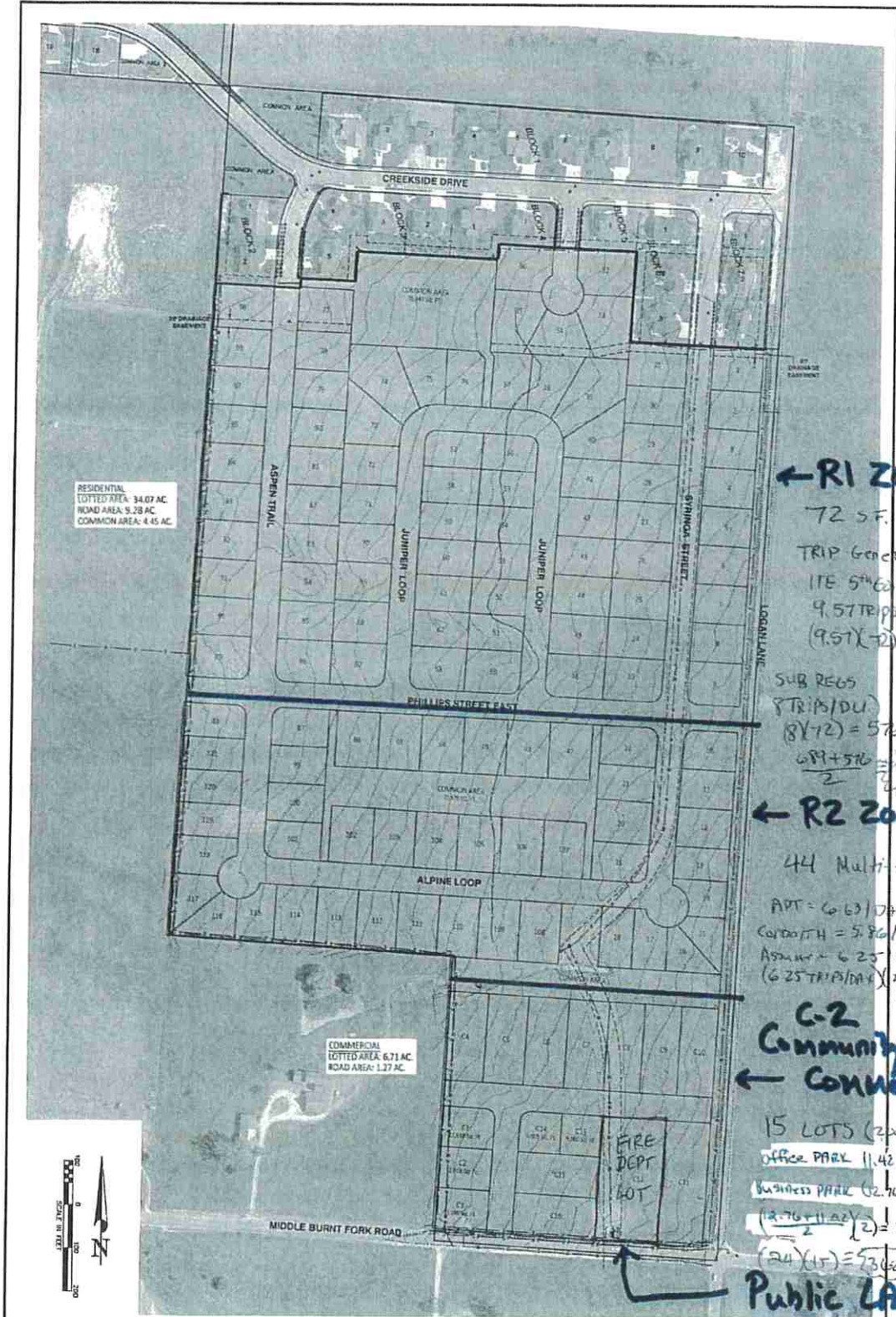
By _____

PERMITTEE

TRIP SUMMARY

R1 zoning \approx 632 TRIPS/DAY
 R2 zoning \approx 275 TRIPS/DAY
 C-2 Comm = 362 TRIPS/DAY

© 2019-2020 Burnt Fork Estates & 2020-21 Planning, L.L.C.



RESIDENTIAL
 LOTTED AREA: 34.07 AC
 ROAD AREA: 9.28 AC
 COMMON AREA: 4.45 AC

COMMERCIAL
 LOTTED AREA: 6.71 AC
 ROAD AREA: 1.27 AC



← R1 ZONING

72 S.F. units
 TRIP Generation EST.
 ITE 5th Edition
 9.57 TRIPS/DU W/eq
 $(9.57)(72) = 689$ TRIPS/DAY
 SUB REGS
 8 TRIPS/DU
 $(8)(72) = 576$ TRIPS
 $\frac{689 + 576}{2} \approx 632$ TRIPS/DAY

← R2 ZONING

44 Multi-Family units
 ADT = 6.63/DAY
 COND. H = 5.86/DAY
 Assum = 6.25/DAY
 $(6.25 \text{ TRIPS/DAY})(44) \approx 275$ TRIPS/DAY

C-2 Community Commercial

15 LOTS (2,000 SF/LOT)
 Office PARK 11.42 TRIPS/1000 SF
 Business PARK (2,760 TRIP/1000 SF)
 $\frac{(2,760 + 11.42)(2)}{2} = 24$ TRIPS/PARK/LOT
 $(24)(15) = 362$ TRIPS

Public LANDS

PLI

1-FIRE DEPT. LOT

0202 TRVF Professional Consultants Inc. <small>1000 S. 10th St. Suite 200 Oklahoma City, OK 73106 (405) 241-1100 www.pci-consultants.com</small>	BURNT FORK ESTATES		PROJECT # 1913-19 SHEET # 100001
	DATE	ISSUE	REVISION

File Attachments for Item:

- a. Discussion/Decision: Final Plat Approval of Burnt Fork Estates Phase I



Stevensville Town Council Meeting

Agenda Item Request

To be submitted BEFORE Noon on the Wednesday immediately preceding the Thursday agenda publishing deadline (8-days ahead of the meeting).

Agenda Item Type:	New Business
Person Submitting the Agenda Item:	Steve Gibson
Second Person Submitting the Agenda Item:	
Submitter Title:	Mayor
Submitter Phone:	
Submitter Email:	
Requested Council Meeting Date for Item:	03/09/2023
Agenda Topic:	Discussion/Decision: Final Plat Approval of Burnt Fork Estates Phase I
Backup Documents Attached?	Yes
If no, why not?	
Approved/Disapproved?	Choose an item.
If Approved, Meeting Date for Consideration:	
Notes:	Documents are attached to this agenda item and you can also refer to the Public Hearing documents for additional information pertaining to the Final Plat Approval of Burnt Fork Estates Phase I.

Hon. Steve Gibson
Mayor of Stevensville

Greg Overstreet
Town Attorney



Stevensville Town Hall
206 Buck Street
Stevensville, MT 59870
Phone: 406-777-5271
Fax: 406-777-4284

February 15, 2023

Colleen Dowdall
Dowdall Law
4900 Lower Miller Creek Road
Missoula, MT 59803

via email to colleen@dowdall-law.com

Re: Burnt Fork Estates – Phase 1 Final Plat Approval

Dear Ms. Dowdall:

I am writing this letter in response to the January 17, 2023 letter from John Kellogg. In it, Mr. Kellogg submits an application on behalf of your client, Jeff Jessop, for final plat approval of Phase 1 of the Burnt Fork Estates subdivision. As I understand it, Phase 1 is for six lots on newly named Sassafras Street. Please confirm that this is correct.

Mr. Kellogg refers to the 30 conditions of approval from the Town's May 11, 2021 conditional preliminary plat approval, a copy of which I attach as **Exhibit 1** for ease of reference. This matter is currently scheduled to come before the Town Council on March 9, 2023.

I have several questions needing clarification before the currently scheduled March 9, 2023 Town Council meeting or a future meeting considering final plat approval. I am asking for these clarifications well in advance of the meeting so the Town Council will not be forced to table or reject your client's request for final plat approval over matters that could have been addressed in advance. This letter does so.

Condition 3 requires:

The owner shall transfer a proportionate amount of the surface water rights to the Town of Stevensville at time of filing a final plat. The percentages of water rights transferred is directly related to the percentage of the lands being platted. For example, as Phase 1 represents 6.32% of the land area, then 6.32% of the surface water rights would be transferred to the Town. The Town and developer agree that the intent of the developers of Burnt Fork Estates will transfer all the water rights of the subdivision to the Town of Stevensville.

Mr. Kellogg's response to Condition 3 was, "See attached deed for transferring the water rights. This will be filed with the final plat." He attached a deed, a copy of which is attached as **Exhibit 2**. The deed is signed by Jeff Jessop on behalf of Aspen Acres, LLC and Ilamar Properties, LLC. However, Aspen Acres, LLC has three members: Jeff Jessop, Joseph Jessop, and Andrew Jessop. *See* Principals Report attached as **Exhibit 3**. For an LLC to convey property,

one of three things must happen: (1) all members of the LLC sign the deed, (2) all members sign a resolution allowing the conveyance, or (3) the operating agreement of the LLC allows one member of the LLC to transfer property. Please provide a copy a resolution authorizing the transfer of the water rights or a copy of the operating agreement authorizing Jeff Jessop to sign deeds. In the alternative, please provide a new deed signed by all three LLC members.

There is a second issue with the transfer of the water right. To actually “transfer” a water right, a DNRC Ownership Update Form must be filled out by the transferor. I surmise the proper form is No. 641, which available at https://dnrc.mt.gov/_docs/water/641.pdf. However, I obviously do not represent your client, so it will be up to you or a water rights attorney to determine which form to use. Please provide a filled-out version of the appropriate DNRC form for the transfer to go through.

Condition 8 requires, “All storm water improvements will be designed in accordance local and Montana DEQ standards and approved by the Town of Stevensville and the Montana DEQ.” Mr. Kellogg’s response was, “The storm water improvements for Phase 1 meet the required standards.” This is a mere conclusion that does not allow the Town to determine if the storm water improvements are, indeed, designed in accordance with the applicable standards. Please provide a copy of the storm water plans so the Town may determine if this condition has been met. It is possible that the stormwater plans were attached to the MFE signed by the former mayor in December, 2021. The Town does not have a copy of this document; several critical documents were missing after the former mayor left office on December 31, 2021. If your client provided the plans as an attachment to the December 2021 MFE, please provide a second copy in response to this letter.

Condition 10 requires:

The developer shall provide verification from the Montana Department of Transportation (MDT) that details the potential traffic impacts of Burnt Fork Estates on State highway facilities, and who is responsible for any required mitigation.

Condition 10 therefore requires two things: (1) verification of the traffic impacts, and (2) who is responsible for any mitigation.

Mr. Kellogg’s response was:

Verification of the responsibility for traffic impact mitigation is described in the attached emails from Glen Cameron of MDT and from John Horat of Ravalli County Road and Bridge Department.

Mr. Kellogg attaches emails from both Mr. Cameron and Mr. Horat, a copy of which are attached as **Exhibit 4**.

However, the emails in Exhibit 4 do not “detail[] the potential traffic impacts” or address “who is responsible for any required mitigation.” Exhibit 4 is essentially MDT saying they do not have authority to determine the traffic standards and suggesting that the County might need to acquire a right of way. *Id.* at 1. Please provide proof of compliance with Condition 10.

Condition 12 requires:

Internal subdivision roads shall be designed in accordance to the Town of Stevensville Streets Master Plan. Paying particular attention to traffic calming efforts, to include a complete resign [sic] of the road section as an option. Speed humps, curb extensions and the like may also be considered.

Mr. Kellogg’s response was, “Traffic calming may be included in later phases of development as appropriate.” This is a mere conclusion that does not allow the Town to determine if the internal roads are, indeed, designed in accordance with the applicable standards. Please provide a copy of the road plans so the Town may determine if this condition has been met.

Condition 19 requires:

Parks and common areas within the subdivision shall be privately owned and maintained by the Burnt Forks Estates Homeowners Association and shall be handicap accessible, with the exception of storm water facilities which shall be owned, operated and maintained by the Town of Stevensville. Common areas with storm water facilities shall be fenced.

Mr. Kellogg’s response was, “The proposed Common Area will be owned by the Burnt Fork Estates HOA.” No backup documents were provided. Please provide the agreement with the homeowners association on this topic so the Town can see if this condition has been met.

Condition 23 requires, “The developer is required to establish a Homeowners Association. Declarations shall be filed upon approval of the final plat for Phase 1.”

Mr. Kellogg’s response was, “The Homeowners Association declarations will be filed upon approval of the final plat.” It is unclear whether he meant final plat approval of Phase 1 or final plat approval of all phases. No matter what Mr. Kellogg meant, the filing must happen immediately after any approval of Phase 1.

It is true that the homeowners association declarations must only be filed “upon approval of the final plat for Phase 1,” which implies Phase 1 approval comes first and then the filing must occur. However, the Town wants to make sure that the declarations are filed immediately after any approval of Phase 1. To this end, the Town asks you to provide a copy of at least the final draft of the homeowners association declarations.

Finally, Condition 28 requires, “An updated traffic study shall be provided to the Town upon filing for the final plat approval for each phase.”

Mr. Kellogg’s response was, “A copy of the updated traffic study is attached.” He then attached a traffic study, a copy of which is attached as **Exhibit 5**.

However, the traffic study he provides is not “updated.” Condition 28 was issued on May 11, 2021 (*see* Exhibit 1), so any updated study would need to include data from after that date. Unfortunately, the traffic study your client provided is merely an April 2020 study with the very same data but a new date of January 2022. To illustrate that the data is the same, please compare pages 2 and 15 of Exhibit 5, both of which show the identical figure of 3,339 VPD. The same old data with a new date on the cover of a report is not an “updated” study. The intent of Condition 28 is clear: to require new data from the May 11, 2021 conditional approval to the date of application for final plat approval of each phase to see if traffic conditions changed. Please provide an updated traffic study with current data.

This letter identifies things that need to be provided before final plat approval can be granted. In theory, your client could refuse to do so and continue to develop the project. However, Condition 21 provides:

The Town of Stevensville reserves the right to revoke approvals, terminate or enjoin the use of the property, and order any structures removed if the applicants violate any conditions of preliminary plat approval.

In the unlikely event that your client chooses to not provide all the things identified in this letter but then continues work on the project, the Town, out of a sense of fairness, must inform you that it would invoke its Condition 21 powers.

Due to the statutory deadlines for providing public notice for a March 9, 2023 Town Council meeting, the Town would need the requested documents by February 17, 2023. This, of course, is impractical to ask your client to do and the Town is not making this request. You could reschedule the meeting at which your client’s application is presented to March 23, 2023. The public notice deadline would be March 3, 2023, so that is when you would need to submit the materials requested in this letter. In the alternative, you can submit your materials whenever they are complete and then contact Town Clerk Jenelle Berthoud to have the matter considered at the next available Town Council meeting.

Sincerely,



Greg Overstreet

[Ex. 1]

Hon. Brandon E. Dewey
Mayor of Stevensville

Jenelle Berthoud
Town Clerk



Stevensville Town Hall
206 Buck Street
Stevensville, MT 59870
Phone: 406-777-5271
Fax: 406-777-4284

May 11, 2021

John E. Kellogg, Principal Planner
Professional Consultants, Inc.
PO Box 1750
Missoula, MT 59806

RE: Burnt Fork Estates Subdivision
Preliminary Plat Approval with Conditions

The Town Council, after reviewing the proposed Preliminary Plat and comments from interested departments, agencies, and individuals, makes the following findings pursuant of State and Local Land Use and Planning Laws.

1. REVIEW PROCESS

The Town's Growth Policy adopted in 2016 outlines the process for reviewing subdivisions proposed for the Town of Stevensville. Currently Stevensville addresses subdivision review within its development code by requiring that proposed subdivisions be reviewed in accordance with the Montana Subdivision and Platting Act.

The Montana Subdivision and Platting Act requires that subdivision proposals be evaluated for their impact on the following seven primary review criteria:

- Agriculture
- Agricultural water user facilities
- Local services
- The natural environment
- Wildlife
- Wildlife habitat
- Public health and safety

Unless exempted under state law, when preparing a subdivision application, a subdivider must identify the anticipated impacts on the primary criteria. In the event adverse impacts are anticipated, the subdivider is required to present realistic measures to mitigate impacts. Each subdivision proposal is unique and as such there are no established guidelines for determining adverse impacts and appropriate mitigation measures. To determine if adverse impacts exist, and whether mitigation is needed, Stevensville evaluates each subdivision proposal to determine whether adverse impacts are likely and will work with developers to identify appropriate mitigation measures. In addition, Stevensville seeks comment from public agencies, service providers and other experts to determine whether adverse impacts are likely and whether mitigation should

be required. In all cases, mitigation measures should be related and roughly proportional to the expected impact.

2. PUBLIC COMMENT

The Town Council acknowledges that the COVID-19 Pandemic posed many challenges in facilitating the review of a subdivision and maintaining public involvement in the process. Restrictions from the CDC and the State of Montana on group sizes and concern for safety were primary factors in the Planning & Zoning Board's decision to hold meetings virtually. Later in the process, the Town Council held their meetings in-person, with the offering of virtual attendance for individuals who preferred virtual participation. The Town's administration facilitated public notice of meetings which included legal notices in the Bitterroot Star and mailings to area property owners.

The Planning and Zoning Board held 3 meetings regarding the review of Burnt Fork Estates. The first meeting on September 3, 2020 the Planning and Zoning Board agreed to meeting formats and review process. The review of the proposal most substantially occurred in the final two meetings held on January 6 & January 13, 2021. Altogether, the Planning and Zoning Board heard 1 hours and 20 minutes of public comment via telephone. The Board received 64 emails and letters of written public comment. In addition, the Town of Stevensville live-streamed all board meetings to YouTube and Facebook, reaching an audience of 3,081 people and engaging 1,313 citizens.

The Town Council held 3 public hearings and 3 public meetings regarding the review of Burnt Fork Estates. Public Hearings were held on March 4, March 8, and March 25, 2021. The Town Council received over 60 public comments from individuals throughout all meetings and public hearings. In addition, the developers held a neighborhood open house for the general public at the request of the Town Council where citizens engaged and were able to ask questions of the developers.

3. EVALUATION OF THE IMPACTS ON THE FOLLOWING CRITERIA

A. CRITERION #1: EFFECTS ON AGRICULTURE.

- i. Findings of Fact:** For many years, the land has been a grazing meadow for cattle. This land is entirely open grassland with flood irrigation water flowing in from the southeast corner of the property. That water is piped across the property, delivering it to the adjacent property to the west. That property was previously part of the larger ranch.

The properties to the west along Middle Burnt Fork Road include large residential and grazing land, along with the school bus barn and the Pantry Partners/Clothes Closet facility. The Stevensville School campus also occupies much of the land to the west, with newly improved soccer fields abutting the west boundary of the subdivision. The first phase of Creekside Meadows is located to the north.

When Ellison Cattle Company decided to subdivide the land in 2003, this 57.68 acres was included for the final three of the five original phases of the development. Ellison completed the first two phases of Creekside, but did not complete Phases 3, 4 and 5. As a result, the land remains undeveloped, although it has been annexed into the Town of Stevensville and zoned for

residential use. Because of the amount of time that has passed since the approval of the preliminary plat for Phases 3-5 of the Creekside development has passed, a new preliminary plat process is required for this project which impacts the same land.

The proposed subdivision is not anticipated to have an effect on agricultural production as the property has not been used for agricultural production since the original subdivision efforts in 2003.

- ii. **Conclusions of Law:** The Council finds that the proposed subdivision is not anticipated to have any significant adverse impact on agriculture.

B. CRITERION #2: EFFECTS ON AGRICULTURAL WATER USER FACILITIES

- i. **Findings of Fact:** Ellison Cattle Company has transferred the irrigation water rights to Ralph and Dwight Hooley. It is the Hooleys' intention to in turn transfer the rights to the Town of Stevensville.

Agricultural water user facilities that exist on the property today will be maintained for the benefit of the end user of the waterway.

- ii. **Conclusions of Law:** The Council finds that the proposed subdivision is not anticipated to have any significant adverse impact on agricultural water user facilities.

C. CRITERION #3: EFFECTS ON LOCAL SERVICES:

- i. **Findings of Fact**

- a. **Findings of Fact – Water & Wastewater:** The following is a summary of the effect of the proposed development on the existing water system and wastewater facility.

- 1. Each proposed lot will be connected to the Town of Stevensville water and wastewater systems.
 - 2. The existing water booster station located on Lot C-12 will need to be upgraded when the total number of proposed connections exceeds 120. The booster station was originally a Condition of Approval for portions of the Creekside Meadows Subdivision that were never platted.
 - 3. The capacity of the water system and wastewater facility will be analyzed at the time of submittal for each future phase.
 - 4. All future improvements to the Town's water system and wastewater facility shall be approved by the Town of Stevensville.

- b. **Findings of Fact – Storm Water:** The following is a summary of the effect of the proposed development on the existing storm water facility.

- 1. All storm water will be collected, treated, and released at the pre-development rate as defined in the Site Evaluation Report included with the subdivision application. Based on the information presented,

it appears that the storm water plan will be in compliance with Montana DEQ standards. Review of the final storm water design will occur during the review and approval of the construction drawings during the final plat phase by the Town of Stevensville and Montana DEQ.

c. Findings of Fact – Roads & Traffic: The following is a summary of the effect of the proposed development on the existing roads and traffic.

1. A Preliminary Traffic Impact Report prepared by Abelin Traffic Services (ATS) evaluated the traffic impacts of this proposed development. The project would produce up to 1,675 new daily vehicle trips in this area. As proposed, the Burnt Fork Estates development will increase traffic volumes on the surrounding road network. Traffic volumes on the road network will increase by 10 to 20 % but no intersection modification will be required to improve capacity. Traffic volumes on Middle Burnt Fork Road will increase by approximately 700 VPD, Logan Lane and East Side Highway will see increases of 300 to 600 VPD. Total future traffic volumes on these roads will range from 2,000 to 4,000 VPD.
2. Using the data collected for this project, ATS conducted a Level of Service (LOS) analysis at area intersections. This evaluation was conducted in accordance with the procedures outlined in the Transportation Research Board's Highway Capacity Manual (HCM) - Special Report 209 and the Highway Capacity Software (HCS) version 7.8. Intersections are graded from A to F representing the average delay that a vehicle entering an intersection can expect. Typically, a LOS of C or better is considered acceptable for peak-hour conditions. The traffic report demonstrates that the existing LOS at the intersection of Eastside Highway (S203) and Logan Lane is operating with minimal delay given the current roadway configuration in this area. All study intersections are operating with reserve capacity under normal traffic conditions. It is expected that overall peak-hour intersection delay will increase by 1-2 seconds per vehicle with the construction of the Burnt Fork Estates. No roadway modifications are recommended to improve intersection capacity at these locations.

d. Findings of Fact -Police: The following is a summary of the effect of the proposed development on the existing Police Department:

1. The proposed subdivision will receive law enforcement services from the Stevensville Police Department.
2. The Stevensville Police Department has requested improvements that address traffic safety on the surrounding road infrastructure.

e. Findings of Fact – Fire: The following is a summary of the effect of the proposed development on the existing Fire Department:

1. The proposed subdivision will receive fire protection and emergency response services from the Stevensville Fire Department.
2. The developer has proposed to donate Lot C-12 to the Town of Stevensville for a future fire station.

f. Findings of Fact - School district: The following is a summary of the effect of the proposed development on the School district:

1. Statistically, each residential unit will have 0.7 school aged children.

ii. Conclusion of Law – Effects on Local Services: The Council finds that the proposal adequately addresses the needs of the subdivision and that effects on local services are mitigated with the stated conditions of approval.

D. CRITERION #4: EFFECTS ON NATURAL ENVIRONMENT

- i. Findings of Fact:** The proposed subdivision is not anticipated to have any significant adverse impact on the natural environment.
- ii. Conclusions of Law:** The Council finds that the proposed subdivision is not anticipated to have any significant adverse impact on the natural environment.

E. CRITERION #5: EFFECTS ON WILDLIFE

- i. Findings of Fact:** There are no known endangered species on or near the subject property. That said, the proposed subdivision is not anticipated to have any effect on wildlife.
- ii. Conclusions of Law:** The Council finds that the proposed subdivision is not anticipated to have any significant adverse impact on wildlife.

F. CRITERION #6: EFFECTS ON WILDLIFE HABITAT

- i. Findings of Fact:** There are no known endangered species on or near the subject property. That said, the proposed subdivision is not anticipated to have any effect on wildlife habitat.
- ii. Conclusions of Law:** The Council finds that the proposed subdivision is not anticipated to have any significant adverse impact on wildlife habitat.

G. CRITERION #7: EFFECTS ON PUBLIC HEALTH AND SAFETY

- i. Findings of Fact:** The subject property and surrounding area are not subject to potential natural hazards such as high winds, steep slopes, wildfire, flooding, nor potential manmade hazards such as high voltage power lines, high-pressure gas lines, or nearby industrial or mining activity. It should be noted that high groundwater exists in the area. As mentioned previously, the subject property is not located in a floodway of a 100-year flood event per FEMA's Flood Insurance Rate Map.

- ii. **Conclusions of Law:** The Council finds that the proposed subdivision is not anticipated to have any significant adverse impact on public health and safety.

4. PRE-REQUISTES FOR APPROVAL

A. PROVISION OF EASEMENTS

- i. **Findings of Fact:** Provisions for downstream water user easements, utility easements or designated public rights-of-way are designated on the Preliminary Plat. Easement widths are adequate for the utilities that fall within the easement.
- ii. **Conclusions of Law:** The Council finds that the proposed subdivision adequately provides the easements referenced.

B. PROVISION OF LEGAL AND PHYSICAL ACCESS

- i. **Findings of Fact:** Physical access is provided directly off Middle Burnt Fork Road and Logan Lane. Roadways and streets within Creekside Meadows are owned by the Town of Stevensville and provide access to the proposed subdivision.
- ii. **Conclusions of Law:** The Council finds that legal and physical access to the proposed subdivision exists upon the developer acquiring the necessary approach permits from the authority having jurisdiction.

C. CONFORMANCE TO ADOPTED STEVENSVILLE GROWTH POLICY

- i. **Findings of Fact:** The proposed subdivision conforms to the Town of Stevensville's current Growth Policy.

The interconnectivity of roads between the subdivision and already established areas of town conform with the Town's Master Streets Plan. Connectivity between Creekside Meadows west to the original townsite was explored and deemed unfeasible at this time and due to past objections from residents of Creekside Drive and the Stevensville School District.

The Planning and Zoning Board and the Town Council made good-faith efforts to ensure that public comment was addressed as the criteria was reviewed throughout their meetings.

- ii. **Conclusions of Law:** The Board concludes that the proposed subdivision conforms to the Town of Stevensville's current Growth Policy.

5. APPROVAL & CONDITIONS OF APPROVAL

The Town Council, in consultation with the Town of Stevensville staff report, the Planning & Zoning Board findings and recommendations, and public involvement in the process, hereby APPROVES WITH CONDITIONS the Preliminary Plat for the Burnt Fork Estates Subdivision and adopts the following conditions of approval:

- 1) This preliminary plat approval for all phases is valid for 10 years from the date of approval by the Town Council. The developer has the option to file the Final Plats out of sequential order, subject to Town's approval. The preliminary approval may be extended by the Town Council for a mutually agreed upon period of time, if the applicant requests an extension of time prior to the expiration date. *A public hearing is required prior to the approval of the final plat of each phase.* The conditions herein shall be satisfied at the time of final plat approval.
- 2) If the applicant proposes to change the plat after preliminary plat approval but before the final plat approval, the applicant shall submit the proposed changes, all supporting documents, and required fee to the Town of Stevensville for review.
- 3) The owner shall transfer a proportionate amount of the surface water rights to the Town of Stevensville at time of filing a final plat. The percentages of water rights transferred is directly related to the percentage of the lands being platted. For example, as Phase 1 represents 6.32% of the land area, then 6.32% of the surface water rights would be transferred to the Town. The Town and developer agree that the intent of the developers of Burnt Fork Estates will transfer all the water rights of the subdivision to the Town of Stevensville.
- 4) Each proposed lot shall be connected to the Town of Stevensville water and wastewater systems.
- 5) The existing water booster station located on Lot C-12 shall be upgraded before the issuance of final plat which meets 120 connections to the booster station.
- 6) All future improvements to the Town's water system and wastewater facility shall be designed in accordance with local and Montana DEQ standards and approved by the Town of Stevensville and the Montana DEQ. Public comment shall be recognized in the DEQ application.
- 7) All utility, public access, drainage, and irrigation easements shall be shown on the face of the final plat.
- 8) All storm water improvements will be designed in accordance with local and Montana DEQ standards and approved by the Town of Stevensville and the Montana DEQ.
- 9) The property owners shall be required to waive their right to protest the formation of a Special Improvement District (SID) related to any potential future improvements to Middle Burnt Fork Road and Logan Lane along the subdivision frontage or areas of benefit as required to bring these roads into compliance with the applicable standards of the authority having jurisdiction.
- 10) The developer shall provide verification from the Montana Department of Transportation (MDT) that details the potential traffic impacts of Burnt Fork Estates on State highway facilities, and who is responsible for any required mitigation.
- 11) Encroachment permits shall be obtained from, and pro rata share paid to, the jurisdiction in charge of Logan Lane before the issuance of the final plat for Phase 2 and for Middle Burnt Fork Road before the issuance of final plat for Phase 7.

- 12) Internal subdivision roads shall be designed in accordance to the Town of Stevensville Streets Master Plan. Paying particular attention to traffic calming efforts, to include a complete resign of the road section as an option. Speed humps, curb extensions and the like may also be considered.
- 13) The internal subdivision roads and related infrastructure (water, sewer, curb, gutter, sidewalks, and storm drainage), shall be within a designated public right-of-way, and be accepted and maintained by the Town of Stevensville.
- 14) Stop signs shall be installed at each intersection for the roads internal to the subdivision as required by the Town of Stevensville Police Department.
- 15) Visual detectors, speed feedback devices, or other appropriate safety measures deemed acceptable by the jurisdiction authority shall be installed at the expense of the developer at the intersection of Middle Burnt Fork Road and Logan Lane and at the intersection of East Side Highway (S203) and Logan Lane before the issuance of final plat for Phase 2.
- 16) Adequate access to parks and common areas shall be provided for fire protection or emergency response as approved by the Town of Stevensville Fire Department.
- 17) Fire hydrant spacing shall be approved by the Town of Stevensville Fire Department.
- 18) Lot C-12 shall be donated to the Town of Stevensville for a future fire station at the time of filing the final plat for Phase 7.
- 19) Parks and common areas within the subdivision shall be privately owned and maintained by the Burnt Fork Estates Homeowners Association and shall be handicap accessible, with the exception of storm water facilities which shall be owned, operated and maintained by the Town of Stevensville. Common areas with storm water facilities shall be fenced.
- 20) Structures within the subdivision shall not have basements or a crawl space.
- 21) The Town of Stevensville reserves the right to revoke approvals, terminate or enjoin the use of the property, and order any structures removed if the applicants violate any conditions of preliminary plat approval.
- 22) After the Town Council has approved the final plat for each phase, the applicant shall provide the Town of Stevensville Planning Department with a copy of the recorded final plat within five working days of its recording (including an electronic version).
- 23) The developer is required to establish a Homeowners Association. Declarations shall be filed upon approval of the final plat for Phase 1.
- 24) A pet proof fence shall be installed along the boundary adjacent to the Stevensville School District Property upon the filing of final plat for phase 5.
- 25) The covenants of the development shall stipulate that only single level homes shall be built on any lot adjacent to the Creekside meadows subdivision and along the

western edge of Burnt Fork Estates in the R-1 zone with the exception of lot one in phase 2. Lots 74-76 shall also be restricted to single level homes.

- 26) The road serving the commercial zone be connected to the other internal subdivision roads, an identified preference of the developer to mitigate traffic impacts and interconnectivity concerns.
- 27) No lots within the subdivision may be aggregated or combined.
- 28) An updated traffic study shall be provided to the Town upon filing for the final plat approval for each phase.
- 29) Covenants for the Burnt Fork Estates Subdivision shall include "living with wildlife" guidelines.
- 30) Non-motorized transportation accommodations shall be addressed in the final plat.

A Final Plat shall be prepared by a registered land surveyor licensed by the State of Montana. Submission of a Final Plat shall include; the filing fee, two (2) sets of paper copies, one (1) electronic PDF of the map and the following documents:

FINAL CHECK PRINT REVIEW

- DRAFT FINAL PLAT (24"X36") ON PAPER (NOT MYLAR, NOT SIGNED)
- DRAFT FINAL SIA/WAIVER
- TITLE REPORT/SUBDIVISION GUARANTEE DATED NO OLDER THAN 6 MONTHS
- RECEIPT FROM YC TREASURER'S OFFICE FOR PAID TAXES
- DRAFT EASEMENT DOCUMENTS, (AS APPLICABLE)
- DRAFT DECLARATION OF RESTRICTIONS ON TRANSFERS AND CONVEYANCES, (IF APPLICABLE)
- DRAFT DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, (CCR), (IF APPLICABLE)
- OTHER DOCUMENTS AS REQUIRED BY PRELIMINARY PLAT CONDITIONS OF APPROVAL

FINAL MYLAR REVIEW

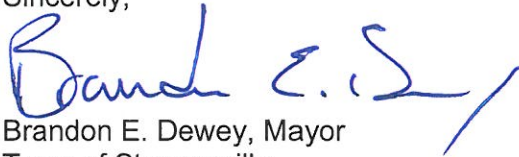
- FINAL MYLAR(S), (2), SIGNED BY PROPERTY OWNER/NOTARIZED
- ORIGINAL, SIGNED FINAL SIA/WAIVER
- ORIGINAL, SIGNED TITLE REPORT/SUBDIVISION GUARANTEE DATED NO OLDER THAN 6 MONTHS
- RECEIPT FROM RC TREASURER'S OFFICE FOR PAID TAXES
- ORIGINAL, SIGNED EASEMENT DOCUMENTS, (AS APPLICABLE)
- ORIGINAL, SIGNED CONSENT TO PLATTING DOCUMENT,(IF APPLICABLE)
- ORIGINAL, SIGNED DECLARATION OF RESTRICTIONS ON TRANSFERS AND CONVEYANCES (IF APPLICABLE)
- ORIGINAL, SIGNED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,(IF APPLICABLE)

6. NOTICE AND RIGHT TO APPEAL

Appeals or requests for reconsideration of decisions by the Town Council are governed by Stevensville Municipal Code and Montana Code Annotated. Decisions of the Town Council regarding preliminary or final plat applications are final unless appealed to the District Court of Ravalli County. All appeals must be filed with the District Court to recover actual damages caused by a final action, decision, or order of the governing body or a regulation adopted pursuant to the applicable chapters and codes. The governing body's decision, based on the record as a whole, must be sustained unless the decision being challenged is arbitrary, capricious, or unlawful.

Please contact Town Clerk Jenelle Berthoud (406) 777-5271 if you have further questions related to procedures or if you need further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Brandon E. Dewey". The signature is stylized and includes a long horizontal stroke at the end.

Brandon E. Dewey, Mayor
Town of Stevensville

[Ex. 2]

Return To:

PCI
POB 1750
Missoula, MT 59806

QUITCLAIM DEED


FOR VALUE RECEIVED, **ASPEN ACRES LLC**, of 1129 Jessica Ct., Corvallis, MT 59828, and **ILAMAR PROPERTIES LLC**, P.O. Box 1032, Corvallis, MT 59828, hereinafter referred to as GRANTORS, do hereby convey, release, remise, and forever quitclaim unto the **TOWN OF STEVENSVILLE, MONTANA**, 206 Buck Street, Stevensville, MT 59870, hereinafter referred to as GRANTEE, the following described water rights in Ravalli County, Montana:

GRANTORS specifically sever 6.32 per cent (6.32%) of Water Right No. 76H 2081-00, and 6.32 per cent (6.32%) of Water Right No. 76H 2082-00, from the N½NE¼SE¼, S½NE¼SE¼, N½SE¼SE¼, and SE¼SE¼SE¼ of Section 26, Township 9 North, Range 20 West, P.M.M., Ravalli County, Montana and being more particularly described as Tract 1, Certificate of Survey No. 495033-TR. EXCEPTING AND RESERVING THEREFROM the Plat of Creekside Meadows Phase 1, recorded in Document No. 519639, and convey the 6.32% (6.32%) of those water rights to GRANTEE for the exclusive use of GRANTEE within the Town of Stevensville, Montana.

TO HAVE AND TO HOLD the said water right unto the GRANTEE.

DATED this 22nd day of December, 2022.

ASPEN ACRES LLC

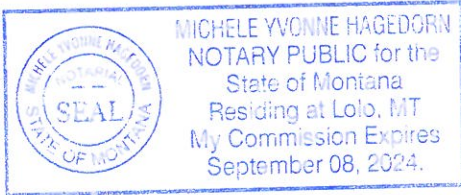
By: 
Its Managing Member

STATE OF MONTANA)
) ss.
County of Ravalli)
 MISSOULA

On this 22nd day of December, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jeff Jessop, known to me to be a Managing Member of Aspen Acres LLC, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(SEAL)



Michele Yvonne Hagedorn

ILAMAR PROPERTIES LLC

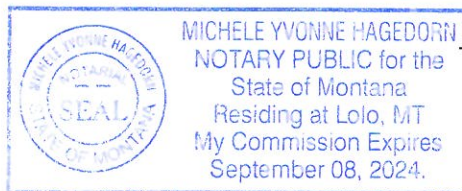
By: [Signature]
Its Managing Member

STATE OF MONTANA)
) ss.
County of Ravalli)
Missoula

On this 22 day of December, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jeff Jessop, known to me to be a Managing Member of Ilamar Properties LLC, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(SEAL)



Michele Yvonne Hagedorn

[Ex. 3]



MONTANA SECRETARY OF STATE

Extract Generated On: February 7, 2023
System Through Date: February 7, 2023

Principal Report

General Business Details

Business Identifier: C1100384
Business Name: ILamar Properties, LLC
Type: Domestic Limited Liability Company
Status: Active-Good Standing

Managers / Members

Name: Andrew Jessop
Business Mailing Address: PO BOX 1032, CORVALLIS, MT 59828, UNITED STATES

Name: Jeff Jessop
Business Mailing Address: 932 OLD CORVALLIS ROAD, CORVALLIS, MT 59828, UNITED STATES

Name: Joseph Jessop
Business Mailing Address: PO BOX 153, PINESDALE, MT 59841, UNITED STATES

[Ex. 4]

John Kellogg

From: Cameron, Glen <gcameron@mt.gov>
Sent: Friday, September 23, 2022 8:13 AM
To: Zody, Joe; John Kellogg; Brelin, Stanton; Burke, Patricia
Cc: Jeff Cyr; JEFF MARIA JESSOP; Smith, Jacquelyn
Subject: RE: Burnt Fork Estates - Stevensville

Joe, thanks for the quick review and comments. This is an off-site intersection from the development, MDT has no permit authority with the proposed subdivision.

As Tricia indicated, MDT's Safety Program is currently reviewing the intersection for low cost safety improvements. In 2023 it will be determined if a low costs safety improvement can be funded or not.

John – I hope this helps.

Glen

From: Zody, Joe <jzody@mt.gov>
Sent: Thursday, September 22, 2022 11:59 AM
To: Cameron, Glen <gcameron@mt.gov>; John Kellogg <johnk@pcimontana.com>; Brelin, Stanton <sbrelin@mt.gov>; Burke, Patricia <pburke@mt.gov>
Cc: jeffc@pcimontana.com; JEFF MARIA JESSOP <jmjconstructionltd@msn.com>; Smith, Jacquelyn <jasmith@mt.gov>
Subject: RE: Burnt Fork Estates - Stevensville

Based on the TIS it appears that a left turn lane is close to being justified. However, to install the turn lane and intersection improvements proposed in the report, I believe it will require acquisition to the northwest to gain the proper intersection sight distance and flatten the curve. Glen does MDT have a project planned for this location? If not, then this would need to be done through some mechanism the county may have to acquire the needed R/W to properly construct it. I don't think MDT has the ability to assess this to the developer.

If you have any questions or concerns please feel free to contact me.

Joe Zody, P.E.
Traffic Operations & Analysis Engineer
Traffic & Safety Bureau
Montana Department of Transportation
Phone: 406-444-7295



From: Cameron, Glen <gcameron@mt.gov>
Sent: Friday, September 16, 2022 9:12 AM
To: Zody, Joe <jzody@mt.gov>; John Kellogg <johnk@pcimontana.com>; Brelin, Stanton <sbrelin@mt.gov>; Burke, Patricia <pburke@mt.gov>

Cc: jeffc@pcimontana.com; JEFF MARIA JESSOP <jmjconstructionltd@msn.com>; Smith, Jacquelyn <jasmith@mt.gov>
Subject: RE: Burnt Fork Estates - Stevensville

That is not what I am requesting. This is an off site development, there are no permits from MDT required. The city of Stevensville is concerned about additional traffic, and the intersection of Logan Ln and Eastside Highway. Thinking a quick review of the TIS and any comments MDT may have. We are not reviewing plans or designs, just possible impacts to an intersection and if any mitigation is warranted. However, that then begins the issue of how do you assess one subdivision to be required to mitigate the impacts that all the other people in the area use.

glen

From: Zody, Joe <jzody@mt.gov>
Sent: Friday, September 16, 2022 8:36 AM
To: Cameron, Glen <gcameron@mt.gov>; John Kellogg <johnk@pcimontana.com>; Brelin, Stanton <sbrelin@mt.gov>; Burke, Patricia <pburke@mt.gov>
Cc: jeffc@pcimontana.com; JEFF MARIA JESSOP <jmjconstructionltd@msn.com>; Smith, Jacquelyn <jasmith@mt.gov>
Subject: RE: Burnt Fork Estates - Stevensville

Does this need to go through SIAP?

If you have any questions or concerns please feel free to contact me.

Joe Zody, P.E.
Traffic Operations & Analysis Engineer
Traffic & Safety Bureau
Montana Department of Transportation
Phone: 406-444-7295



From: Cameron, Glen <gcameron@mt.gov>
Sent: Tuesday, September 13, 2022 8:18 AM
To: John Kellogg <johnk@pcimontana.com>; Brelin, Stanton <sbrelin@mt.gov>; Zody, Joe <jzody@mt.gov>; Burke, Patricia <pburke@mt.gov>
Cc: jeffc@pcimontana.com; JEFF MARIA JESSOP <jmjconstructionltd@msn.com>; Smith, Jacquelyn <jasmith@mt.gov>
Subject: RE: Burnt Fork Estates - Stevensville

Good morning John –

I apologize for the delay in this response. I thought we had discussed this several years ago. MDT will take a quick look at the TIS and see if we have any comments beyond the report. However, we will not be conducting any further traffic analysis beyond the TIS review.

I have included additional MDT personnel. MDT is currently looking at the intersection of Eastside Highway and Logan Lane via our safety program. Maybe that will be all the information you need. Tricia can you fill John in on what is currently taking place with the safety review of the intersection of Eastside Highway and Logan Ln.?

Stan, Jo if you have a minute can you please look through the TIS and provide any cursory comments you may have.?

Thanks
glen

From: John Kellogg <johnk@pcimontana.com>
Sent: Monday, August 15, 2022 11:26 AM
To: Cameron, Glen <gcameron@mt.gov>
Cc: jeffc@pcimontana.com; JEFF MARIA JESSOP <jmjconstructionltd@msn.com>
Subject: [EXTERNAL] Burnt Fork Estates - Stevensville

Glen,

I was following up on this e-mail that I sent a while ago – the Town of Stevensville required us to obtain from you a determination of traffic impacts from Burnt Fork Estates that may require mitigation. I understand that MDT does not typically evaluate these impacts unless the development has a direct access onto an MDT roadway. However, the Town has tasked us with this condition (#10 below) and we are preparing to submit the final for Phase 1.

Please let me know how we can open this dialogue and answer their requirement.

Thanks, John

Hi Glen,

When the Town of Stevensville approved the preliminary plat of Burnt Fork Estates, they included the following condition:

10) The developer shall provide verification from the Montana Department of Transportation (MDT) that details the potential traffic impacts of Burnt Fork Estates on State highway facilities, and who is responsible for any required mitigation.

The conditions also included the following:

15) Visual detectors, speed feedback devices, or other appropriate safety measures deemed acceptable by the jurisdiction authority shall be installed at the expense of the developer at the intersection of Middle Burnt Fork Road and Logan Lane and at the intersection of East Side Highway (S203) and Logan Lane before the issuance of final plat for Phase 2.

The developer had offered to install a speed feedback device along Logan Lane, due to the local comment that traffic did not slow down coming south off of Eastside Highway. Other than that, there were no specific improvements proposed.

I have attached a recent Update to Bob Abelin's Traffic Impact Study as well as the TIS from two years ago. His Study did not indicate a need for major changes to nearby intersections, although it did suggest a revision to the Eastside/Logan connection similar to what MDT has proposed further north at Ambrose Creek Road.

So I am requesting your help in responding to these conditions. Let me know if you need more information.

Thanks, John

John E. Kellogg 
Principal Planner
3115 Russell St / PO Box 1750
Missoula, MT 59806

(406) 728.1880 / (406) 728.0276 fax

johnk@pcimontana.com

www.pcimontana.com [pcimontana.com]

Jeff Cyr

From: John Horat <jhorat@rc.mt.gov>
Sent: Tuesday, November 29, 2022 8:26 AM
To: Jeff Cyr
Subject: Burnt Fork Estates

Jeff,

Below are the requirements that the Commissioners have for the proposed development. These requirements were developed during the road approach review process on May 12, 2022. The pro rata road fees and electronic signage are also mentioned as the subdivision's conditions in the preliminary plat approval. It appears that the first pro rata road shares are collected prior to recording of phase 2. These are all the identified costs that are related to the County road impacts. If you need further clarification, please let me know.

Findings of Fact (FOF):

FOF 1: This request meets separation distance from Logan Lane to Middle B approach (from the intersection west).

FOF 2: The terrain is flat and level (no site issues).

FOF 3: There is no vegetation.

FOF 4: The speed limit is 45 MPH on both roads at this approach (Logan Lane and Burnt Fork Road).

FOF 5: The Developer has agreed to pay pro rata upon the issuance of the approach on Logan Lane at 75% of the total pro rata.

FOF 6: The Developer has agreed to pay pro rata for the Middle Burnt Fork Road upon completion of Phase 2 – remaining 25% of total pro rata, before the start of Phase 3.

FOF 7: Speed feedback signs, number and location, to be provided after consultation after consulting with RCRBD (4 signs minimum).

Commissioner Burrows moved that based upon the findings of fact that the appeal /variance request. Seconded by Commissioner Chilcott. Public motion: John Kellogg, PCI. Discussion: none. All voted "aye" (3-0).

John C. Horat, PE
Road Administrator
Road and Bridge Department
244 Fairgrounds Road
Hamilton, MT 59840
406 363-2733
FAX 363-2101

[Ex. 5]

Burnt Fork Estates Development Traffic Impact Study 2022 Update Stevensville, Montana

A. EXECUTIVE SUMMARY

The Burnt Fork Estates development is a 55.8-acre residential and commercial project proposed west of Logan Lane near Stevensville, Montana. Upon completion around 2030, the development would include 304 residential units and the Stevensville Fire station. The project would produce up to 2,450 new daily vehicle trips in this area. As proposed, the Burnt Fork Estates development will increase traffic volumes on the surrounding road network. Traffic volumes on the road network will increase by 10 to 20 % but no intersection modification will be required to improve capacity. Traffic volumes on Middle Burnt Fork Road will increase by approximately 800 VPD, Logan Lane and East Side Highway will see increases of 400 to 800 VPD. Total future traffic volumes on these roads will range from 2,000 to 4,000 VPD. The intersection of East Side Highway and Logan Lane currently warrants the installation of a southbound left-turn lane based on MDT road design standards. This intersection should be reconfigured to a single-point approach (or roundabout) to meet current roadway and intersection design standards. The developers should work with MDT to develop plans to reconstruct this intersection including appropriate left-turn lane treatments.

B. PROJECT DESCRIPTION

This document reports the study of the possible effects on the surrounding road system from the proposed Burnt Fork Estates residential and commercial development located west of Logan Lane between Middle Burnt Fork Road and Creekside Drive in Stevensville, Montana. The document provides information regarding possible traffic impacts in the area. The proposed project would include 304 residential units and the Stevensville Fire station.

C. EXISTING CONDITIONS

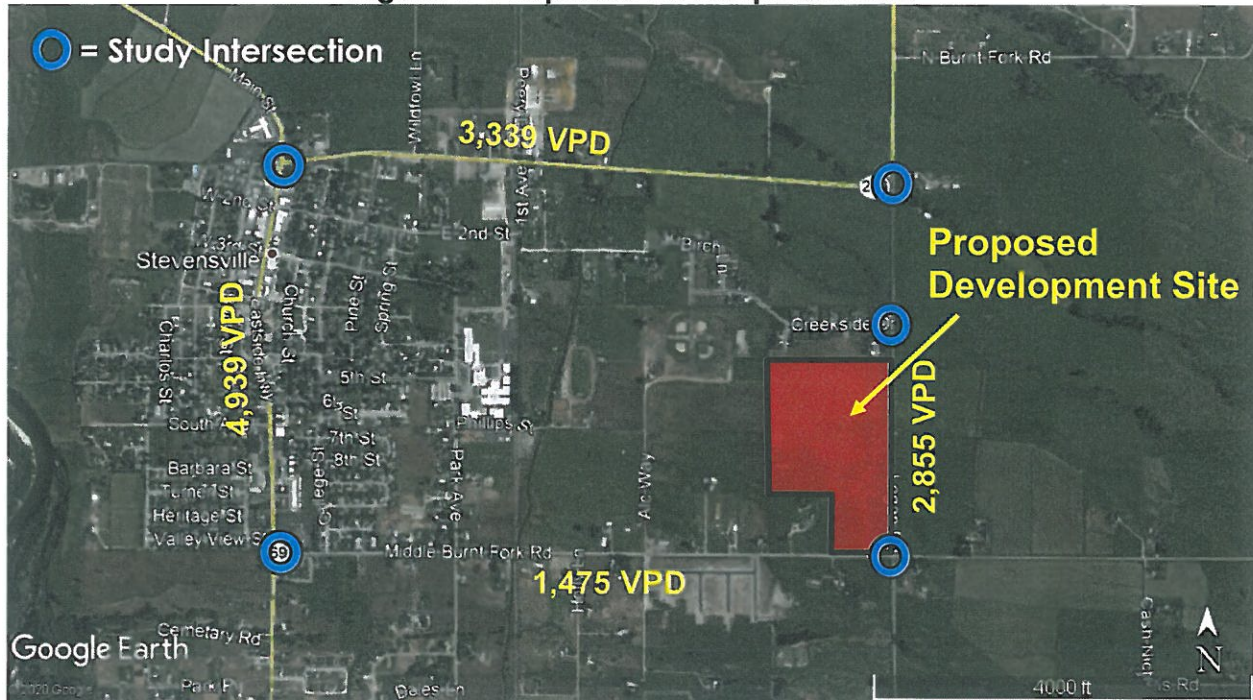
The Burnt Fork Estates residential and commercial development is proposed on a 55.8-acre parcel of land located west of Logan Road. The site is located in the rural residential and agricultural areas east of Stevensville just south of the Creek Side Meadows subdivision. See **Figure 1** for a location map of the proposed development.

Adjacent Roadways

Eastside Highway (S-203) extends from Stevensville north to Florence, MT. East of Stevensville the road has a rural cross-section and a paved width of 24-feet. Near Main Street

the road has a posted speed limit of 25 MPH which increases in stages to the east. North of Logan Lane the road has a speed limit of 60 MPH. Traffic data collected by MDT indicates that the road currently carries 3,339 VPD Vehicles per Day (VPD).

Figure 1- Proposed Development Site



Middle Burnt Fork Road is an east/west county-maintained roadway that extends east from Main Street in Stevensville. The road provides access to the residential and agricultural areas to the southeast of Stevensville. The road has a paved width of 30 feet and the posted speed limit is 45 MPH. Middle Burnt Fork Road is STOP controlled at the intersection with Main Street. Traffic data collected by Ravalli County in 2019 indicates that the road currently carries 1,475 VPD Vehicles per Day (VPD).

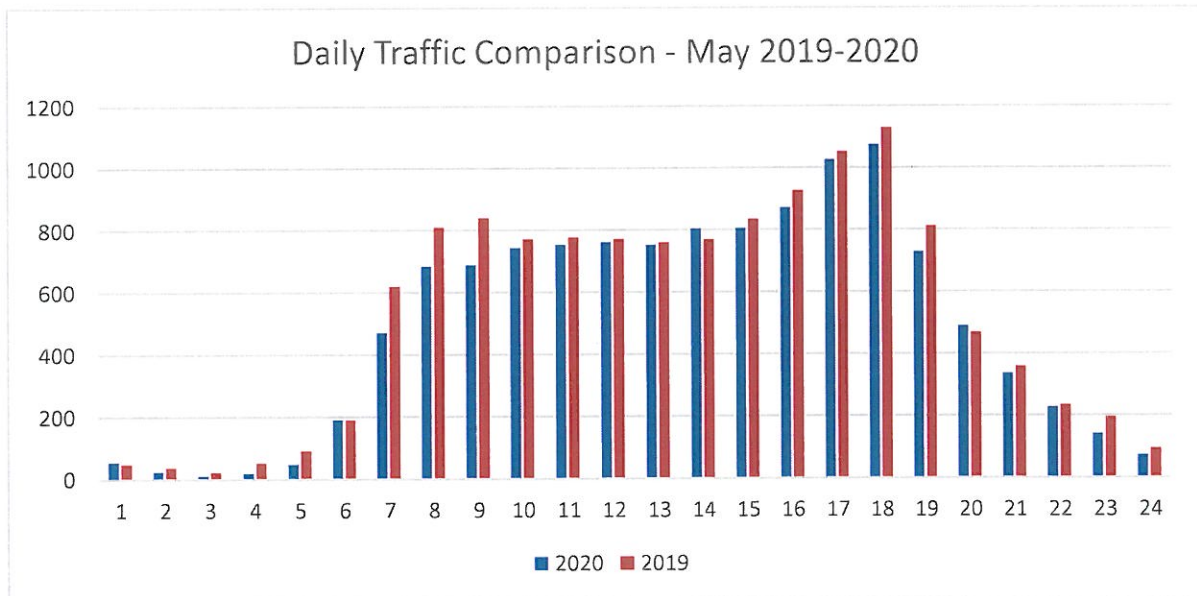
Logan Lane is a north/south county-maintained roadway that extends south from the East Side Highway on the east side of Stevensville. This section of the roadway has a two-lane rural cross-section with a paved width of 22-24 feet. The posted speed limit is 45 MPH. Traffic data collected by ATS in May of 2020 indicates that the roadway currently carries 2,855 VPD. The intersections with East Side Highway and Middle Burnt Fork Road are STOP controlled. Logan Lane intersects Eastside Highway at a curve in the highway and the intersection is split with skewed approaches for vehicles approaching Logan Lane from the north and west.

Creekside Drive is an east/west local road that provides access to the existing homes in the

Creekside Subdivision west of Logan Lane. This roadway has an urban cross-section and a paved width of 38 feet with adjacent sidewalks. No ADT is available for Creekside Drive, but based on the number of homes accessed from the road and peak-hour traffic volumes, the current ADT is approximately 400 VPD.

Traffic Data Collection

In May 2020, Abelin Traffic Services (ATS) collected turning movement count data at the study intersections. Additional ADT data was collected on Middle Burnt Fork Road and Logan Lane including ADT and vehicle speed data. Due to the Covid-19 outbreak traffic volumes throughout Montana have dropped below normal levels. In order to account for the impacts on the nearby intersection, ATS reviewed the daily and hourly traffic volumes from MDT counts station #A-047 on Highway 93 located on Highway 93 south of Florence (5 miles north of Stevensville) for the days that data was collected and compared the data to historical averages. This data is shown in **Figure 2**. Overall traffic volumes in the area are below average compared to the same time-period in 2019, but have generally the same overall daily patterns.



*Based on MDT data State #A-047 for May 22, 2019 vs. May 27, 2020.

Normally traffic counts are factored to account for seasonal variations using data from MDT permanent traffic recorders near the project site. The standard seasonal adjustment for this section of Highway 93 would be done using site A-047 US 93, RP 72, 2 Miles south of Florence. This count station data indicates that normal traffic data collected in May is approximately 106% of the AADT (Average Annual Daily Traffic) volume in this area. The raw collected traffic data would generally be reduced by 6% to match the annual average traffic data for this location. However, due to the current traffic volume drop around the state, the

raw traffic data collected in May 2020 was increase by 9% based on the data collected by MDT on May 28, 2020 at the traffic data recorder near Florence to factor the total daily traffic data to annual average conditions for 2019. The raw traffic data is included in **Appendix A** of this report. It should also be noted that the ADT collected by ATS for Middle Burnt Fork Road in May of 2020 were slightly higher than the ADT reported by the county in 2019 (1,475 VPD in 2019 vs. 2,101 VPD in May 2020)

Historic Traffic Data

Abelin Traffic Services obtained historic traffic data for area roadways from the Montana DOT which is presented in **Table 1**. The traffic data history for this area indicates that traffic volumes on the roadways around Stevensville have not increased significantly in volume over the last ten years. Therefore, no background traffic volume growth factor was applied to the future traffic volume projections for this project.

Table 1 – Historic Average Daily Traffic Data

Location	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Middle Burnt Fork W of Logan Rd #091321F	--	--	--	--	1,188	1,183	1,190	1,177	1,475	1,496
E Side Hwy E of Main Street #41-1-016	2,060	3,410	3,550	3,960	3,540	2,883	2,900	3,107	3,339	3,386
Main Street btwn 1st & 2nd # 41-1-014	8,190	6,370	6,020	7,040	7,910	7,175	6,013	5,947	6,577	6,669
Main Street N E Side Hwy #41-1-015	9,830	7,380	6,970	7,970	8,180	8,144	8,193	7,022	7,351	7,454
East Side Hwy N of Valley View St #41-1-012	6,630	4,670	4,410	4,680	5,650	5,542	5,575	4,861	4,939	5,008

Level of Service

Using the data collected for this project, ATS conducted a Level of Service (LOS) analysis at area intersections. This evaluation was conducted in accordance with the procedures outlined in the Transportation Research Board’s *Highway Capacity Manual (HCM) - Special Report 209* and the Highway Capacity Software (HCS) version 7.9. Intersections are graded from A to F representing the average delay that a vehicle entering an intersection can expect. Typically, a LOS of C or better is considered acceptable for peak-hour conditions.

Table 2 shows the existing 2020 LOS for the AM and PM peak hours without the traffic from the proposed development. The LOS calculations are included in **Appendix C**. The table shows the study intersections are operating with minimal delay given the current roadway configuration in this area. All study intersections are operating with reserve capacity under normal traffic conditions.

Table 2 – 2020 Level of Service Summary

Intersection	AM Peak Hour		PM Peak Hour	
	Delay (Sec.)	LOS	Delay (Sec.)	LOS
East Side Hwy & Main Street*	9.0/10.4	A/B	21.1/14.1	C/B
East Side Hwy & Logan Lane	10.4	B	12.5	B
Main Street & Middle Burnt Fork	9.9	A	10.6	B
Logan Lane & Middle Burnt Fork*	10.1/10.2	B/B	10.5/11.2	B/B
Logan Lane & Creekside Drive	9.5	A	10.1	B

*Northbound/Southbound or Eastbound/Westbound Side Street LOS and Delay.

ATS also collected vehicle speed data along Middle Burnt Fork Road and Logan Lane. This information indicated that the average vehicle speed on this section of Middle Burnt Fork Road is 44 MPH with an 85th percentile speed of 51 MPH for all recorded vehicles. On Logan Lane the Average Travel Speed was 46 MPH with an 85th percentile speed of 52 MPH. These speeds are consistent with the posted 45 MPH posted speed limit on these roads.

Anecdotal information from area residents indicates that a vehicle speed issue exists along the northern end of Logan Lane near the intersection with Eastside Highway. At this location southbound drivers have a tendency to pass directly from Eastside Highway onto Logan Lane at high speed due to the alignment of the intersection which allows southbound drivers to ‘turn’ onto Logan Lane without slowing from the 60 MPH speed limit on Eastside Highway. Northbound drivers also have a tendency to ignore the STOP control at the intersection when approaching the highway from the south.

Area Crash Data

ATS reviewed data from the MDT online vehicle crash database for the roadways around the proposed development to determine if any vehicle crash concentrations could be identified in this area within the last five years. The vehicle crash numbers and rates from

the MDT database are shown in **Table 3**. In general, most rural and urban intersection have an average vehicle crash rate of 0.5-1.5 crashes per Million Vehicles Entering (MVE). Most of the intersections included in this study have a crash rate in this range, except the intersection of Middle Burnt Fork Road and Logan Lane which has an above average crash rate. This intersection was identified by MDT for a Highway Safety Improvement program review in 2018 and additional warning signage was installed at the intersection to improve compliance with the existing STOP signs on Logan Lane and address right-angle crashes at the intersection. No Crashes were reported at the intersection in 2019, but it may take several years of new crash data to determine if these signing improvements have improved safety at this intersection.

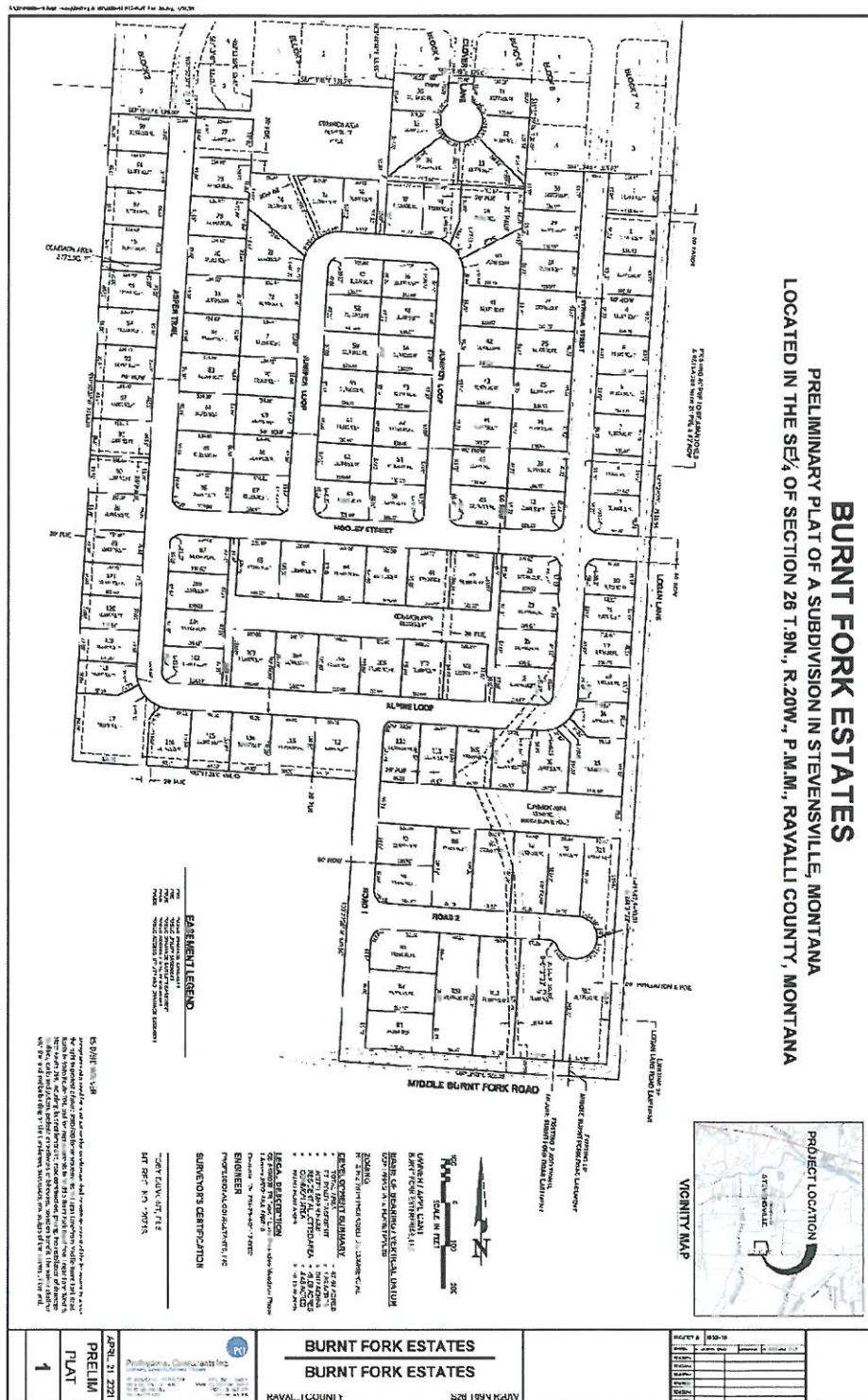
Table 3 – Vehicle Crashes 2015-2019

Intersection	Recorded Crashes	Crash Rate (Per MVE)
Middle Burnt Fork Road & Main Street	4	0.4
Main Street & East Side Highway	10	0.7
East Side Highway & Logan Lane	5	0.8
Middle Burnt Fork Road & Baldwin Road	4	1.4
Creekside Drive & Logan Lane	2	1.6
Middle Burnt Fork Road & Logan Lane	8	3.1

D. PROPOSED DEVELOPMENT

The Burnt Fork Estates Development is currently proposed along the west side of Logan Road between Middle Burnt Fork Road and Creekside Drive. The project would include 304 residential units (78 single family lots and 226 multi-family units) and one commercial lot intended for the Stevensville Fire station on 55.8 acres of land. The project would connect into the Creekside Subdivision to the north, Logan Lane to the east, and Middle Burnt Fork Road to the south. The interior road network would include 38-foot roads with curb and gutter and separated sidewalks. The project would be developed in seven phases over the next 10 years. The new site plan includes a dedicated road connection to Burnt Fork Road to the south through the development. As much as 40% of the residential traffic will likely take this route instead of connecting to Logan Lane and proceeding south to the intersection at Middle Burnt Fork Road. The new connection will provide a shorter and more convenient connection to the west into Stevensville and would decrease the overall traffic impacts on Logan Lane from the development. The site plans for the Burnt Fork Estates is shown in **Figure 2**.

Figure 2 – Proposed Burnt Fork Estates Development



E. TRIP GENERATION AND ASSIGNMENT

ATS performed a trip generation analysis to determine the anticipated future traffic volumes from the proposed development using the trip generation rates contained in *Trip Generation* (Institute of Transportation Engineers, Tenth Edition). These rates are the national standard and are based on the most current information available to planners. A vehicle “trip” is defined as any trip that either begins or ends at the development site. ATS determined that the critical traffic impacts on the intersections and roadways would occur during the weekday morning and evening peak hours. According to the ITE trip generation rates, at full build-out the Burnt Fork Estates development would produce 166 AM peak hour trips, 210 PM peak hour trips, and 2,450 daily trips. See Table 4 for detailed trip generation information. Note that the trip generation manual contains limited data for Fire/Rescue stations as these facilities produce limited amounts of peak-hour traffic under normal conditions. The rates used for this report were estimated from the available data.

The currently proposed land uses within the development produce more daily traffic than the original 2020 proposal for this property (2,450 daily trips current uses compared to 1,675 daily trips original uses, an increase of 45%). However, the projected peak-hour traffic volume have not increased at the same rate (an increase of 20% from the original volumes) due to the increase in proposed residential land uses on the property.

Table 4 - Trip Generation Rates

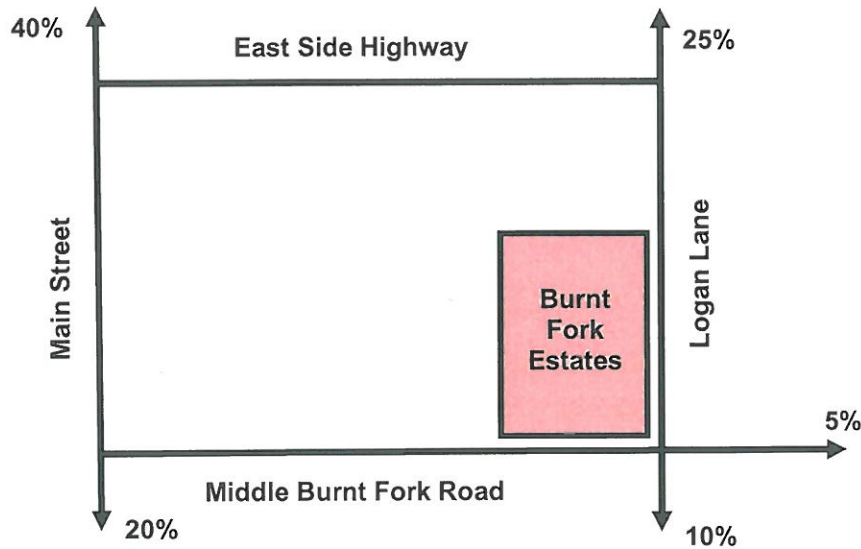
Land Use	Units	AM Peak Hour Trip Ends per Unit	Total AM Peak Hour Trip Ends	PM Peak Hour Trip Ends per Unit	Total PM Peak Hour Trip Ends	Weekday Trip Ends per Unit	Total Weekday Trip Ends
Single Family #210	78 Lots	0.74	58	0.99	77	9.44	736
Multi-family #220	226 Units	0.46	104	0.56	127	7.32	1,654
Fire Rescue #575 *	Lot R12		4		6		60
TOTAL			166		210		2,450

*Limited Data Available

F. TRIP DISTRIBUTION

The traffic distribution and assignment for the proposed development was based upon the existing ADT volumes along the adjacent roadways and the existing road configuration. Traffic is expected to distribute onto the surrounding road network as shown on Figure 3. It is expected that approximately 50% of traffic from the development will use Middle Burnt Fork Road and the remaining traffic will distribute onto Logan Lane and East Side Highway to reach Stevensville and other destinations to the north and south.

Figure 3 – Trip Distribution



G. TRAFFIC IMPACTS OUTSIDE OF THE DEVELOPMENT

Using the trip generation and trip distribution numbers, ATS determined the future Level of Service for the area intersections. The anticipated intersection LOS with the Burnt Fork Estates is shown in **Table 5**. These calculations are included in **Appendix C** of this report.

Table 5 –Future Level of Service Summary with Burnt Fork Estates

Intersection	AM Peak Hour		PM Peak Hour	
	Delay (Sec.)	LOS	Delay (Sec.)	LOS
East Side Hwy & Main Street*	9.1/10.8	A/B	23.9/15.2	C/C
East Side Hwy & Logan Lane	10.5	B	12.8	B
Main Street & Middle Burnt Fork*	10.5	B	11.6	B
Logan Lane & Middle Burnt Fork*	10.7/10.8	B/B	11.7/12.4	B/B
Logan Lane & Creekside Drive*	9.9	A	10.7	B
Logan Lane & New West Approach Approach*	10.0	B	10.5	B
Middle Burnt Fork & New South Approach*	9.3	A	9.5	A

*Northbound/Southbound or Eastbound/Westbound Side Street LOS and Delay.

Table 4 indicates that the construction of Burnt Fork Estates will not cause and specific capacity related traffic issues at the area intersections. It is expected that traffic volumes at the study intersections will increase by 10 to 20 percent and that overall peak-hour intersection delay will increase by 1-2 seconds per vehicle with the construction of the Burnt Fork Estates. No roadway modifications are recommended to improve intersection capacity at these locations. As designed, traffic volumes would increase by approximately 800 VPD on Middle Burnt Fork Road and 700 VPD on Logan Lane, and 300 VPD on East Side Highway. Based on the projected traffic volumes on these roads, it is not expected that any roadway or intersection modifications would be required to improve capacity.

The proposed modifications to the road layout and the changes in land uses will cause minor changes to the traffic operations at the intersections of Middle Burnt Fork Road and Logan Lane and the new commercial approach. The LOS at the Logan Lane intersections will improve slightly (0.1-0.2 sec/veh) due to less traffic demand from the project. All three approaches to the site will still function at LOS A or B. These modification to the site plan for the Burnt Fork Estates will have a positive impact on the overall traffic operations in this area and are recommended. The changes will decrease the traffic impacts from the project and will encourage better traffic flow patterns within the area.

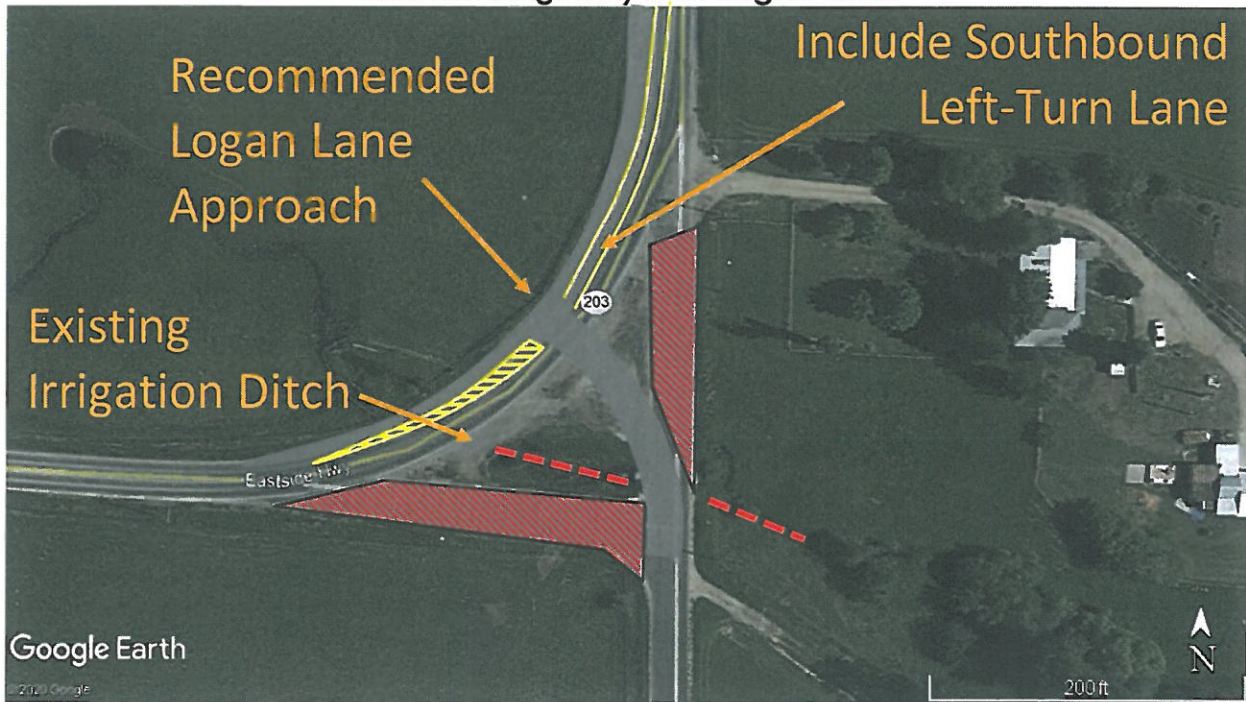
The Burnt Fork Estates development will impact traffic volumes along Logan Lane and Middle Burnt Fork Road. With the new proposed site layout, the total traffic volume on Logan Lane will increase by 15-25%. Traffic volumes on Middle Burnt Fork Road will increase by approximately 25% east of the proposed southern entrance and traffic volumes will increase by approximately 50% west of the southern entrance into Stevensville. All other roads within this area will experience traffic volumes increase of less than 10% with the proposed project.

ATS also reviewed the projected intersection volumes to determine if any additional right- or left-turn deceleration lanes may be needed with the development of the Burnt Fork Estates Development. Based on the guidance from the MDT Road Design Manual, no right-turn lanes would be needed. The approaches to the project on Logan Lane and Middle Burnt Fork Road are well below the thresholds to require the installation of deceleration lanes. A review of the existing and projected traffic volumes along East Side Highway indicate that there is sufficient traffic to warrant a left-turn deceleration lane for southbound traffic at the intersection with Logan Lane. The MDT turn-lane warrant worksheets are included in **Appendix D**.

The development of a left-turn deceleration lane at this location may require major modifications to this intersection. This approach currently has separated lanes which do not conform with current engineering standards. These separated approaches also have an existing irrigation ditch located between the approaches which may create challenges for correcting the intersection geometry. Ideally this intersection should be improved by bringing the two approaches together in the middle of the curve and installing a southbound left-turn deceleration lane. This would eliminate the two skewed approaches in favor of a single perpendicular approach near the middle of the curve. The

intersection could also be improved with the installation of a roundabout but that would likely require more right-of-way near the intersection for installation. See **Figure 4** for a conceptual intersection configuration. This intersection reconfiguration would address the existing vehicle speed issues at this location by requiring all drivers to slow to make the 90-degree turn onto Logan Lane and would enhance safety by including a southbound left-turn lane on Eastside Highway. The developers would need to work with MDT to develop an approved design for this location.

Figure 4 – Recommended Configuration for East Side Highway and Logan Lane





Burnt Fork Estates Development Preliminary Traffic Impact Report

Stevensville, Montana



Prepared For:

Professional Consultants Inc.
P.O. Box 1750
Missoula, MT. 59806

May, 2020

130 South Howie Street
Helena, Montana 59601
406-459-1443

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Burnt Fork Estates Development Preliminary Traffic Impact Report Stevensville, Montana

A. EXECUTIVE SUMMARY

The Burnt Fork Estates development is a 55.8-acre residential and commercial project proposed west of Logan Lane near Stevensville, Montana. Upon completion around 2030, the development would include 121 residential lots and 16 commercial lots. The project would produce up to 2,146 new daily vehicle trips in this area. As proposed, the Burnt Fork Estates development will increase traffic volumes on the surrounding road network. Traffic volumes on Middle Burnt Fork Road will increase by approximately 1,400 VPD, Logan Lane and East Side Highway will see increases of approximately 500 VPD. Total future traffic volumes on these roads will range from 1,000 to 4,000 VPD. The projected total traffic volumes on these roads generally do not necessitate roadway improvements to provide efficient and safe operations. ATS will look at the intersection operations in detail when traffic volumes return to normal to determine if any traffic control improvement are currently warranted or may be warranted in the future. The crash patterns at the intersection of Middle Burnt Fork Road and Logan Lane will be reviewed in detail to evaluate any safety needs at this intersection. The final traffic report for this project will be available in May 2020.

B. PROJECT DESCRIPTION

This document studies the possible effects on the surrounding road system from the proposed Burnt Fork Estates residential and commercial development located west of Logan Lane between Middle Burnt Fork Road and Creekside Drive in Stevensville, Montana. The document provides preliminary information regarding possible traffic impacts in the area. The proposed project would include 121 residential lots and 16 commercial lots (6.7 acres) at full development.

C. EXISTING CONDITIONS

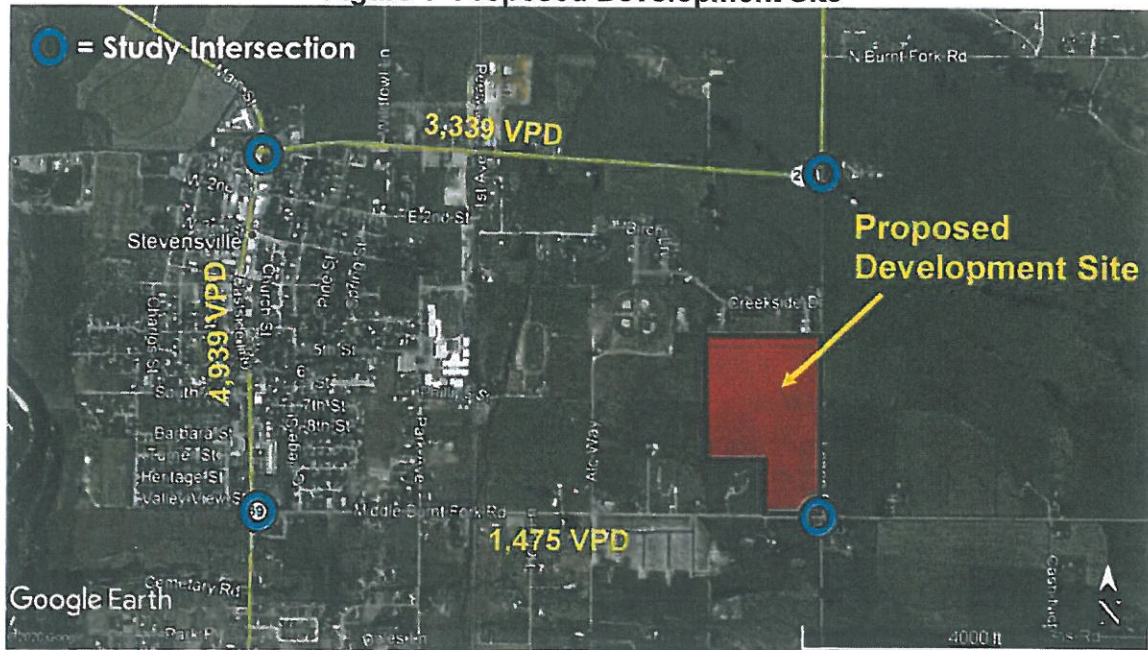
The Burnt Fork Estates residential and commercial development is proposed on a 55.8-acre parcel of land located west of Logan Road. The site is located in the rural residential and agricultural areas east of Stevensville just south of the Creek Side Meadows subdivision. See **Figure 1** for a location map of the proposed development.

Adjacent Roadways

Eastside Highway (S-203) extends from Stevensville north to Florence, MT. East of Stevensville the road has a rural cross-section and a paved width of 24-feet. Near Main Street

the road has a posted speed limit of 25 MPH which increases in stages to the east. North of Logan Lane the road has a speed limit of 60 MPH. Traffic data collected by MDT indicates that the road currently carries 3,339 VPD Vehicles per Day (VPD).

Figure 1- Proposed Development Site



Middle Burnt Fork Road is an east/west County maintained roadway that extends east from Main Street in Stevensville. The road provides access to the residential and agricultural areas to the southeast of Stevensville. The road has a paved width of 30 feet and the posted speed limit is 45 MPH. Traffic data collected by Ravalli County in 2019 indicates that the road currently carries 1,475 VPD Vehicles per Day (VPD).

Logan Lane is a north/south County maintained roadway that extends south from the East Side Highway on the east side of Stevensville. This section of the roadway has a two-lane rural cross-section with a paved width of 22-24 feet. The posted speed limit is 45 MPH. The intersections with East Side Highway and Middle Burnt Fork Road are STOP controlled. There is no current AADT data available for Logan Lane.

Creekside Drive is an east/west local road that provides access to the existing homes in the Creekside Subdivision west of Logan Lane. This roadway has an urban cross-section and a paved width of 38 feet with adjacent sidewalks. No traffic data is available for Creekside Drive, but based on the number of homes accessed from the road, the current ADT is approximately 400 VPD.

Traffic Data Collection

Due to the Covid-19 outbreak traffic volumes throughout Montana have dropped well below normal making the collection of new traffic data on the subject roadways of little value. The traffic data used for this preliminary report is intended to identify areas of potential concern which will require additional study. Annual traffic data was available for Main Street and East Side Highway from MDT and data for Middle Burnt Fork Road was available from Ravalli County. This traffic data may be supplemented with daily, hourly, and vehicle speed data when traffic volumes return closer to normal in 2020.

Historic Traffic Data

Abelin Traffic Services obtained historic traffic data for area roadways from the Montana DOT which is presented in **Table 1**. The traffic data history for this area indicates that traffic volumes on the roadways around Stevensville have not increased significantly in volume over the last ten years. Therefore, no background traffic volume growth factor was applied to the future traffic volume projections for this project.

Table 1 – Historic Average Daily Traffic Data

Location	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Middle Burnt Fork W of Logan Rd #091321F	--	--	--	--	--	1,188	1,183	1,190	1,177	1,475
E Side Hwy E of Main Street #41-1-016	2,040	2,060	3,410	3,550	3,960	3,540	2,883	2,900	3,107	3,339
Main Street btwn 1st & 2nd # 41-1-014	8,220	8,190	6,370	6,020	7,040	7,910	7,175	6,013	5,947	6,577
Main Street N E Side Hwy #41-1-015	9,870	9,830	7,380	6,970	7,970	8,180	8,144	8,193	7,022	7,351
East Side Hwy N of Valley View St #41-1-012	6,660	6,630	4,670	4,410	4,680	5,650	5,542	5,575	4,861	4,939

Area Crash Data

ATS reviewed data from the MDT online vehicle crash database for the roadways around the proposed development to determine if any vehicle crash concentrations could be identified in this area within the last five years. The vehicle crash numbers and rates from the MDT

database are shown in **Table 2**. In general, most rural and urban intersection have an average vehicle crash rate of 0.5-1.5 crashes per Million Vehicles Entering (MVE). Most of the intersections included in this study have a crash rate in this range, except the intersection of Middle Burnt Fork Road and Logan Lane which has an above average crash rate. Detailed crash information for this intersection will be requested from MDT and the information will be studied in detail for the final report to determine if any roadway deficiencies exist at this location which are contributing to the higher than normal crash rate.

Table 2 – Vehicle Crashes 2015-2019

Intersection	Recorded Crashes	Crash Rate (Per MVE)
Middle Burnt Fork Road & Main Street	4	0.4
Main Street & East Side Highway	10	0.7
East Side Highway & Logan Lane	5	0.8
Middle Burnt Fork Road & Baldwin Road	4	1.4
Creekside Drive & Logan Lane	2	1.6
Middle Burnt Fork Road & Logan Lane	8	3.1

D. PROPOSED DEVELOPMENT

The Burnt Fork Estates Development is currently proposed along the west side of Logan Road between Middle Burnt Fork Road and Creekside Drive. The project would include 121 residential lots and 16 commercial lots on 55.8 acres of land. The commercial lots would be intended for a variety of commercial, office, light-industrial land uses, and the Ravalli County fire station. The project would connect into the Creekside Subdivision to the north, Logan Lane to the east, and Middle Burnt Fork Road to the south. There would be no internal road connection between the commercial and residential portions of the development. The interior road network would include 38-foot roads with curb and gutter and separated sidewalks. The project would be developed in five residential phases and one commercial phase over the next 10-12 years.

E. TRIP GENERATION AND ASSIGNMENT

ATS performed a trip generation analysis to determine the anticipated future traffic volumes from the proposed development using the trip generation rates contained in *Trip Generation* (Institute of Transportation Engineers, Tenth Edition). These rates are the national standard and are based on the most current information available to planners. A vehicle “trip” is defined as any trip that either begins or ends at the development site. ATS determined that the critical traffic impacts on the intersections and roadways would occur during the weekday morning and evening peak hours. According to the ITE trip generation rates, at full build-out the Burnt Fork Estates development would produce 216 AM peak hour trips, 233 PM peak hour trips, and 2,146 daily trips. See **Table 3** for detailed trip generation information

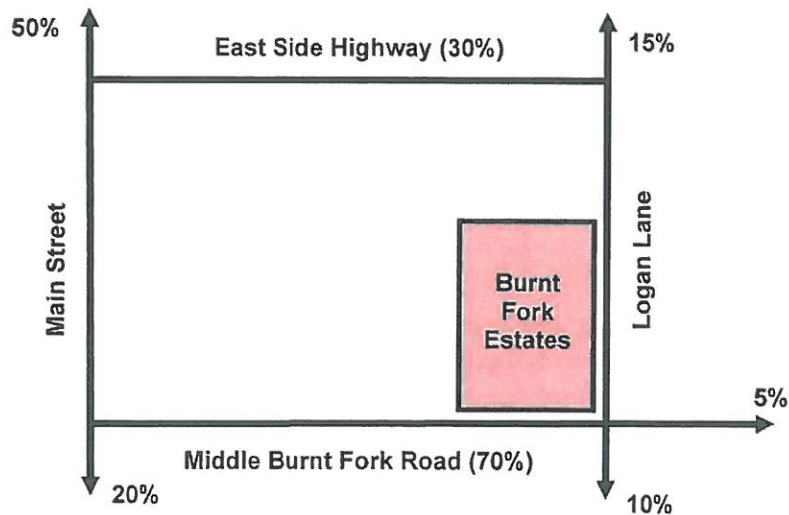
Table 3 - Trip Generation Rates

Land Use	Units	AM Peak Hour Trip Ends per Unit	Total AM Peak Hour Trip Ends	PM Peak Hour Trip Ends per Unit	Total PM Peak Hour Trip Ends	Weekday Trip Ends per Unit	Total Weekday Trip Ends
Single-Family Residential ITE #210	121	0.74	90	0.99	120	9.44	1,142
Business Park ITE #770	6.7	18.86	126	16.84	113	149.79	1,004
TOTAL			216		233		2,146

F. TRIP DISTRIBUTION

The traffic distribution and assignment for the proposed development was based upon the existing ADT volumes along the adjacent roadways and the existing road configuration. Traffic is expected to distribute onto the surrounding road network as shown on **Figure 2**. It is expected that approximately 70% of traffic from the development will use Middle Burnt Fork Road and 30% will use East Side Highway to travel east/west though Stevensville and to other destinations. This distribution will be updated when additional traffic information is collected for the project.

Figure 2 – Trip Distribution



G. PRELIMINARY TRAFFIC IMPACTS

Using the existing traffic data and the trip generation and trip distribution numbers, ATS determined the preliminary traffic impacts from the proposed project. As designed, traffic volumes would increase by approximately 1,400 VPD on Middle Burnt Fork Road and 500 VPD on Logan Lane, and 500 VPD on East Side Highway. Based on the projected traffic volumes on these roads, it is not expected that any roadway or intersection modification would be required to improve capacity. Traffic volume at the intersection of Main Street and Middle Burnt Fork Road will reach 7,000 VPD and traffic volumes at the intersection of Main Street and East Side Highway will reach 8,500 VPD. While it is not expected that these intersections will be significantly degraded by the project, ATS will perform a detailed review of these intersections to determine if any modifications to the traffic controls would be warranted based on existing and future traffic conditions.

ATS will also review the left- and right-turn lane warrants for the study intersections based on the recommended practices from the MDT Road Design Manual with the additional traffic from the Burnt Fork Estates subdivision. At this time, we do not expect that any additional turning lanes will be needed at the study intersection.

The crash patterns at the intersection of Middle Burnt Fork Road and Logan Lane will be reviewed in detail to evaluate any safety needs at this intersection. The final traffic report for this project will be completed in May of 2020 if traffic volumes return to more normal levels.

H. IMPACT SUMMARY & RECOMMENDATIONS

As proposed, the Burnt Fork Estates development will increase traffic volumes on the surrounding road network. Traffic volumes on Middle Burnt Fork Road will increase by approximately 1,400 VPD, Logan Lane and East Side Highway will see increases of approximately 500 VPD. Total future traffic volumes on these roads will range from 1,000 to 4,000 VPD. The projected total traffic volumes on these roads generally do not necessitate roadway improvements to provide efficient and safe operations. ATS will look at the intersection operations in detail when traffic volumes return to normal to determine if any traffic control improvement are currently warranted or may be warranted in the future. The crash patterns at the intersection of Middle Burnt Fork Road and Logan Lane will be reviewed in detail to evaluate any safety needs at this intersection. The final traffic report for this project will be available in May 2020.



Ravalli County Road Department

244 Fairgrounds Road • Hamilton, Montana 59840
(406) 363-2733

COUNTRY ROADS TAKE ME HOME

ROAD and DRIVEWAY APPROACH APPLICATION and PERMIT

Date 2/17/2020 Time 2:40 PM

Road Name and No. LOGAN LANE & MIDDLE BURNT FORK

Location of Work to be Performed SEE ATTACHED PLAT

Applicant

Name PCE Phone 406.728.1880

Address TBD

Herein termed the applicant, requests permission to construct an approach or road intersection as shown on the attached plot plan and hereby made a part of this application.

Check One: Private Public

Use of Property or Facility Residential Subdivision (single-family & multi-family)
(Residence, Trailer Court, Gas Station, Field Access, Sub Division, Type of Business, etc.)
Community Commercial, Fire Department
Property Owner

Name Ralph Dwight Hooley Phone 406.381.7914 (Ralph) 209.910.8780
Dwight

Address 874 GARDNER LANE Corvallis, MT 59828

Installation Contractor

Name TBD Phone _____

Address _____

To be filled out by Inspector:

Sight Distance: Left _____ Right _____

Speed Limit _____ Minimum Sight Distance _____

Surfacing _____
(Gravel or Pavement)

Width _____ Flare _____

Side of Roadway: _____
(N - S - E - W)

DRAINAGE: (As required by Road Department)

Culvert Size _____ Length _____

Job Specifications _____

Inspected by _____

Final inspection (within 30 days of permit issuance) _____

Inspected by _____

White - Preliminary Copy Cream - Final Inspection Copy Pink - Office Copy

-Approach Permit -

Subject to the following terms and conditions, the permit applied for upon the reverse side hereof, is granted:

1. TERM: This permit shall be in full force and effect from the date hereof until revoked as herein provided.
2. REVOCATION: This permit may be revoked by County upon giving three(3) days notice to Permittee by ordinary mail directed to the address shown in the application here- to attached, but the County reserves the right to revoke this permit without giving said notice in the event Permit- tee breaks any of the conditions or terms set forth herein.
3. COMMENCEMENT OF WORK: No work shall be com- menced until Permittee notifies Road Supervisor shown in application when he proposes to commence work.
4. CHANGES IN HIGHWAY: If County changes high- way necessitating changes in structures or installa- tions installed under this permit, Permittee shall make necessary changes without expense to the County.
5. COUNTY SAVED HARMLESS FROM CLAIMS: In ac- cepting this permit the Permittee, its/his successors or assigns, agree to protect the County and save it harmless from all claims, actions, or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations, or property by reason of the performance of any such work, character of ma- terials used, or manner of installations, maintenance, and operation, or by the improper occupancy of said highway Right-of Way, and in case of any suit or action is brought against the County and arising out of, or by reason of, any of the above causes, the Permittee, its/his successors or assigns, will, upon notice to it/him of the commencement of such action, defend the same at its/ his sole cost and expense and satisfy any judgment which may be rendered against the County in any suit or action.
6. PROTECTION OF TRAFFIC: Insofar as the interests of the County and the traveling public are concerned, all work performed under this permit shall be done un- der the supervision of the County Supervisor and his authorized representatives, and he/they shall indicate the traffic control devices, the lighting thereof at night, placing of flagmen and watchmen, the acceptable man- ner in which traffic is to be handled, and shall specify to Permittee how road surface is to be replaced if it is dis- turbed during operations, but said supervision shall in no way operate to relieve or discharge Permittee from any of the obligations assumed by acceptance of this per- mit, and especially those set forth under Section 5 hereof.
7. HIGHWAY DRAINAGE: If the work done un- der this permit interferes in any way with the drain- age of the high way affected, Permittee shall, at its/ his own expense, make such provisions as the County may direct to take care of said drainage.
8. RUBBISH AND DEBRIS: Upon completion of work con- templated under this permit, all rubbish and debris shall be immediately removed and the roadway and roadside left in a neat and presentable condition satisfactory to the County.
9. WORK TO BE SUPERVISED BY COUNTY: All work con- templated under this permit shall be done under the supervi- sion of and to the satisfaction of the authorized representative of the County, and the County hereby reserves the right to order the change of location or removal of any structure on installation authorized by this permit at any time, said changes or removal to be made at the sole expense of the Permittee.
10. COUNTY'S RIGHT NOT TO BE INTERFERED WITH: All such changes, reconstructing, or relocation shall be done by Permittee in such a manner as will cause the least inter- ference with any of the County's work, and the County shall in no way be liable for any damage to the Permittee by rea- son of any such work by the County, its agents, contractors, or representatives, or structures placed under this permit.
11. REMOVAL OF INSTALLATIONS OR STRUCTURES: Unless waived by the County, upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circum- stances over which the Permittee has no control, excepted.
12. MAINTENANCE AT EXPENSE OF PERMITTEE: Per- mittee shall maintain, at its/his sole expense the installations and structures for which this permit is granted, in a condition satisfactory to the County.
13. COUNTY NOT LIABLE FOR DAMAGE TO IN- STALLATIONS: In accepting this permit the Permit- tee agrees that any damage or injury done to said in- stallations or structures by a contractor working for the County, or by any County employee engaged in construc- tion, alteration, repair, maintenance, or improvement of the County Highway, shall be at the sole expense of the Permittee.
14. COUNTY TO BE REIMBURSED FOR REPAIR- ING ROADWAY: Upon being billed therefor Permit- tee agrees to promptly reimburse County for any ex- pense incurred in repairing surface of roadway due to settlement at installation, or for any other damage to road- way as a result of the work performed under this permit.
15. OTHER CONDITIONS AND/OR REMARKS:
 - A. All approach side slopes will be constructed on not less than 4 to 1 slope, unless otherwise approved.
 - B. No private signs or devices, etc. will be construct- ed or installed within the Right-of-Way limits.
 - C. This permit is valid only if approach construc- tion is completed within 30 days from date of issue.
 - D. All backfill materials shall be approved prior to construction. All encroachments into asphalt concrete roads require 100% non- shrink backfill material. All backfill material shall be compacted to 95% relative density. Testing, when prescribed, shall be conducted by the Road Department at the applicant's expense.

Dated at: _____, Montana, this _____ day of _____, 20 _____

The undersigned, the "Permittee" mentioned in the foregoing instrument, has read and understands conditions set forth and hereby accepts all of those terms and conditions.

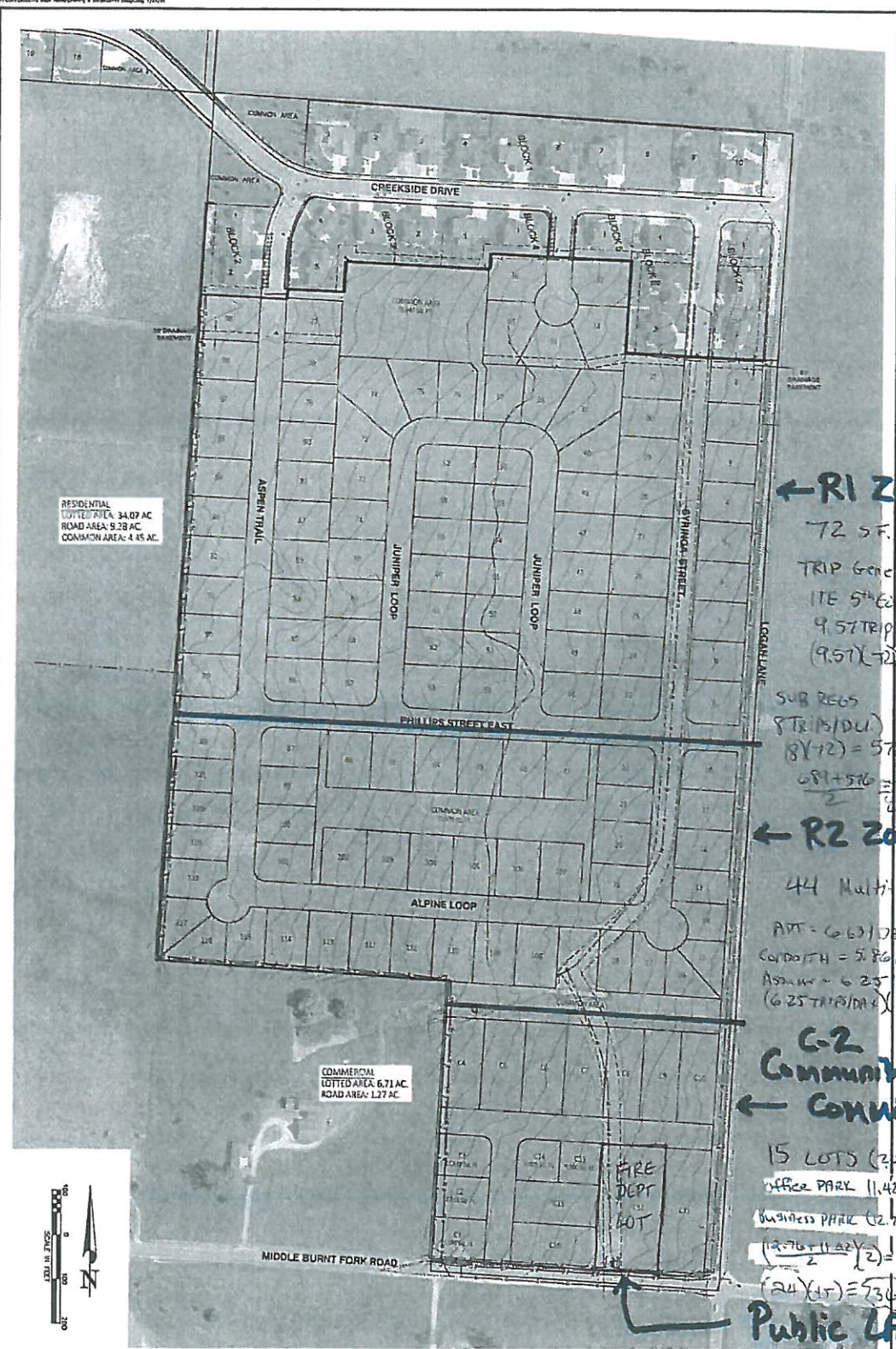
Ravalli County Road Department

By _____

PERMITTEE

TRIP SUMMARY

R1 zoning = 632 TRIPS/DAY
 R2 zoning = 275 TRIPS/DAY
 C-2 COMM = 362 TRIPS/DAY



RESIDENTIAL
 LOTTED AREA: 34.07 AC
 ROAD AREA: 9.28 AC
 COMMON AREA: 4.45 AC

COMMERCIAL
 LOTTED AREA: 6.71 AC
 ROAD AREA: 1.27 AC

← R1 ZONING

72 SF. units
 TRIP Generation EST.
 ITE 5th Edition
 9.57 TRIPS/DU ^{W/ 1/2}
 $(9.57 \times 72) = 689$ TRIPS/DAY

SUB REGS
 8 TRIPS/DU
 $(8 \times 72) = 576$ TRIPS
 $689 + 576 = 1265$ TRIPS/DAY

← R2 ZONING

44 Multi-family units
 APT = 631/DAY
 COND/ETH = 51 TRIPS/DAY
 ASS. W/ = 625/DAY
 $(625 \text{ TRIPS/DAY}) \times 44 = 275$ TRIPS/DAY

C-2 Community
 ← Commercial

15 LOTS (2,200 SF/LOT)
 OFFICE PARK 11.42 TRIPS/1000 SF
 BUSINESS PARK (2.76 TRIPS/1000 SF)
 $(11.42 + 2.76) \times 2 = 28.36$ TRIPS/LOT
 $(28.36 \times 15) = 425$ TRIPS

Public LANDS

PLI
 1 - FIRE DEPT.
 LUT

DATE: JAN 2008	Professional Consultants Inc.	BURNT FORK ESTATES	PROJECT # 092-11
PROJECT # 092-11	NO. 1000		



March 2, 2022

Jeff Standaert PE
Professional Consultants Inc
PO Box 1750
Missoula MT 59806

RE: Burnt Fork Estates Phase 1
Municipal Facilities Exclusion
EQ# 22-2109
City of Stevensville
Ravalli County

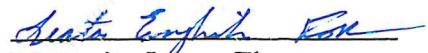
Dear Mr. Standaert;

This is to certify that the information and fees received by the Department of Environmental Quality relating to this subdivision are in compliance with 76-4-127, MCA. Under 76-4-125(1)(d), MCA, this subdivision is not subject to review, and the Declaration can be filed with the county clerk and recorder.

Plans and specifications must be submitted when extensions of municipal facilities for the supply of water or disposal of sewage are proposed 76-4-131. Construction of water or sewer extensions prior to DEQ, Public Water Supply Section's approval is prohibited, and is subject to penalty as prescribed in Title 75, Chapter 6 and Title 76, Chapter 4.

Burnt Fork Estates Phase 1 Municipal Facilities Exclusion will consist of 6 Lots.

Sincerely,


Margarite Juárez Thomas
Section Supervisor
Engineering Bureau
Department of Environmental Quality
(406) 755-8956
Email MJuarezThomas@mt.gov

cc: City Engineer
County Sanitarian
Owner
file

From: [Colleen Dowdall](#)
To: [Greg Overstreet](#)
Cc: [Simpson, Fred](#); [John Kellogg](#)
Subject: Final Plat approval
Date: Thursday, February 16, 2023 5:17:02 PM
Attachments: [Re Update to Burnt Fork Estates Traffic Study.pdf](#)
[Form 15542646.pdf](#)
[Cert Letter 15542646.pdf](#)
[FW EXTERNAL FW BFE Phase 1 Plan Set.eml.msg](#)
[222109MFEletter.pdf](#)
[DNRC 641 for WR 76H 2082-00.pdf](#)
[DNRC 641 for WR 76H 2081-00.pdf](#)
[Operating agreement \(2\).pdf](#)

Dear Greg:

I am providing you with responses to your questions regarding setting a hearing for final plat approval of Phase I of Burnt Fork Estates. It is essential that we have the hearing on March 9, given the 30 day delay we experienced.

These are the response to your numbered issues:

Condition 3: Water Rights Deed

Jeff Jessop is authorized to sign on behalf of Ilamar Properties per the attached Operating Agreement Section 5.1. Jeff Jessop is also sole signatory for Aspen

Acres LLC.

Further, I am attaching the DNRC forms to transfer the water rights, signed by Jeff Jessop. These two forms will need to be signed by the Town of Stevensville and a date added for the transfer.

Condition 8:

You requested a copy of the MFE, which is attached.

Condition 10:

The condition states that "The developer shall provide verification from the Montana Department of Transportation (MDT) that details the potential impacts of Burnt Fork Estates on State highway facilities, and who is responsible for any required mitigation." The provided emails show this verification from the MDT that this is a Ravalli County issue. From MDT's perspective, no state highways are involved. The Emails from Ravalli County Road and Bridge Department show that the adopted pro-rata payments will cover all incurred cost for road share fees.

Condition 12:

The road plans were approved by the town - see attached email, which included the road Plan Set. As there is only one 250' cul-de-sac, it does not require any traffic calming.

Condition 19:

Dedication of the Common Area to the Homeowners Association is stated on the face of the Final Plat, as always:

"Further, the Common Area shown hereon is hereby dedicated and donated to the Burnt Fork Estates Homeowners Association,"

And the Covenants outline the agreement for managing the Common Areas.

Condition 23:

The Articles of Incorporation Certification by the Montana Secretary of State is attached.

Condition 28:

Prior to construction of the project the Town required the updated traffic study that was produced in January, 2022. The original study and this updated study were conducted by Abelin Traffic Services. We are attaching an email verifying this data from Mr. Abelin P.E. If the Town's engineer has a question regarding this data, we will gladly put them in contact with Abelin Traffic Services.

Greg, I don't believe that your comments under the rules you are operating under, allow you to do any more than comment and that the hearing on the final plat cannot be delayed if these responses do not meet with your approval. The mayor may take the hearing off of the agenda for thirty days for your comments. If you do not agree and you believe that the hearing can be delayed, please let me know so that my client and I can seek a resolution to delaying this for more than another month.

You will note I copied Fred Simpson with this email. This is all very awkward and I don't want to overstep who I can respond to. I settled on the theory that you sent the letter to me so I am responding to you.

Sincerely,

Colleen



MONTANA SECRETARY OF STATE

February 8, 2023

J. Philip Philip Bott
phil@basinlaw.net

CERTIFICATION LETTER

I, CHRISTI JACOBSEN, Secretary of State for the State of Montana, do hereby certify that

Burnt Fork Estates Homeowners Association, Inc

filed its Articles of Incorporation for Domestic Nonprofit Corporation with this office and has fulfilled the applicable requirements set forth in law. By virtue of the authority vested in this office, I hereby issue this certificate evidencing the filing is effective on the date shown below.

Certified File Number: D1338647 - 15542646

Effective Date: February 7, 2023

You must maintain a Registered Agent for your company. Failure to do so will subject the business to administrative dissolution/revocation. Your company's annual report is due by April 15th of the next year and each consecutive year thereafter.

Thank you for being a valued member of the Montana business community. I wish you continued success in your endeavors.

A handwritten signature in cursive script that reads "Christi Jacobsen".

Christi Jacobsen
Montana Secretary of State



DNRC OWNERSHIP UPDATE DIVIDED INTEREST

Complete one form for each water right that will be divided. Your water right will be divided into separate water rights based on the information provided.

Submit all three pages of this form with the filing fee; a deed, contract for deed, or other recorded document; a water right abstract; and a map.

Contact your local DNRC Water Resources Regional Office if you have any questions.

Filing Fee \$50.00

FOR DEPARTMENT USE ONLY

Rec'd Date _____
Rec'd By _____
Fee Rec'd \$ _____ Check No. _____
Payor _____
Refund \$ _____ Date _____
Deposit Receipt # _____
OUID # _____

If all interested parties wish to split the water right, each must fill out and sign either part B or part C of this form. A water right can be split into several portions on one form for one \$50 filing fee. All interested parties must sign off on the split of water rights even if their portions are not split into individual rights.

PART A – GENERAL INFORMATION

1. DATE OF LAND TRANSFER (SALE) _____

2. WATER RIGHT BEING DIVIDED 76H 2081-00

3. SELLER (Grantor) Aspen Acres LLC and Ilamar Properties LLC

MAILING ADDRESS 932 Old Corvallis Road

CITY Corvallis STATE MT ZIP 59828

PHONE 406-360-0750 EMAIL jmjconstructionltd@msn.com

4. BUYER (Grantee) Town of Stevensville,, Montana

MAILING ADDRESS 206 Buck Street

CITY Stevensville STATE MT ZIP 59870

PHONE 406-777-5271 EMAIL jenelle@townofstevensville.com

5. HOW IS THIS WATER RIGHT BEING DIVIDED? Please check only one.

The water right is being divided as specifically identified in a deed, contract for deed, or other recorded document. (Attach a copy and underline the divided interest information.)

The water right is being divided proportionately between the buyer and seller based on the place of use described in the water right. (Attach a copy of the deed, contract for deed, or other recorded document.)

6. WATER RIGHT ABSTRACT

A current DNRC general abstract of the water right being divided must be submitted. To receive DNRC generated water right abstracts, query the water right at the following web address: <http://www.nris.mt.gov/dnrc/waterrights/default.aspx> or contact the regional office serving your area.

7. MAP

A map must be provided. An aerial photo is preferred. You may also use a scaled map, county plat or quad map showing township and range, section corners, and a north arrow. **The following elements must be identified on the map:**

- a. The place of use the seller is retaining;
- b. The place of use the buyer is receiving;
- c. Point(s) of diversion; and
- d. The location of any irrigated acres.

IMPORTANT NOTES

- If you want to change or add a point of diversion, place of use, place of storage, or purpose of use of a water right you must first file a change application with the DNRC.
- The combined portions of a divided water right cannot exceed the total flow rate, volume, or period of diversion of the original right.
- The DNRC has no jurisdiction concerning easement, right-of-way, and zoning matters. The buyer and seller must make these provisions where necessary.
- There may be ongoing court action regarding this water right and terms and conditions applicable to the exercise of the divided right. The buyer should be familiar with all aspects of the right received.

PART B – SELLER’S PORTION

(Attach additional sheets if necessary)

1. **SELLER’S NAME** Aspen Acres LLC and Ilamar Properties LLC

2. PORTION OF WATER RIGHT RETAINED

If specifically identified in the attached recorded document, what flow rate will be retained by the Seller? NA gpm cfs

Unless specifically divided in the attached recorded document, both the Seller’s and Buyer’s water right will retain the full flow rate and the use of the flow rate must be shared and/or alternated. Attach an additional sheet explaining how this will be done such that, in combination, the flow rate of the original water right will not be exceeded.

Purpose of Use See attached document Volume (acre-feet) _____
Purpose of Use _____ Volume (acre-feet) _____

3. POINT OF DIVERSION (describe the location to the nearest 10 acres, three quarter sections)

SW 1/4 NE 1/4 SW 1/4 Sec 3 TWP 8 N S RGE 19 E W
Lot/Tract _____ Block _____ Subdivision Name _____
COS _____ Gov’t Lot _____ County _____
_____ 1/4 _____ 1/4 _____ 1/4 Sec _____ TWP _____ N S RGE _____ E W
Lot/Tract _____ Block _____ Subdivision Name _____
COS _____ Gov’t Lot _____ County _____

4. PLACE OF USE

Purpose of Use Irrigation County Ravalli
80 acres _____ 1/4 E1/2 1/4 SE 1/4 Sec 26 TWP 9 N S RGE 20 E W
_____ acres _____ 1/4 _____ 1/4 _____ 1/4 Sec _____ TWP _____ N S RGE _____ E W
_____ acres _____ 1/4 _____ 1/4 _____ 1/4 Sec _____ TWP _____ N S RGE _____ E W
_____ acres _____ 1/4 _____ 1/4 _____ 1/4 Sec _____ TWP _____ N S RGE _____ E W
_____ **Total Acres**
Lot/Tract _____ Block _____ Subdivision Name _____
COS _____ Gov’t Lot _____
Geocodes(s) _____
Purpose of Use _____ County _____
_____ acres _____ 1/4 _____ 1/4 _____ 1/4 Sec _____ TWP _____ N S RGE _____ E W
_____ acres _____ 1/4 _____ 1/4 _____ 1/4 Sec _____ TWP _____ N S RGE _____ E W
_____ acres _____ 1/4 _____ 1/4 _____ 1/4 Sec _____ TWP _____ N S RGE _____ E W
_____ acres _____ 1/4 _____ 1/4 _____ 1/4 Sec _____ TWP _____ N S RGE _____ E W
_____ **Total Acres**
Lot/Tract _____ Block _____ Subdivision Name _____
COS _____ Gov’t Lot _____
Geocodes(s) _____

5. SIGNATURE

I DECLARE UNDER PENALTY OF PERJURY AND UNDER THE LAWS OF THE STATE OF MONTANA THAT THE FOREGOING IS TRUE AND CORRECT.

Seller Signature: [Signature] Aspen Acres LLC Date: 2-16-2023
Seller Signature: [Signature] Ilamar Properties LLC Date: 2-16-2023

PART C - BUYER'S PORTION

(Attach additional sheets if necessary. If more than one buyer, add sheets showing each buyer's portion.)

1. **BUYER'S NAME** Town of Stevensville, Montana

2. PORTION OF WATER RIGHT ACQUIRED

Flow Rate (gpm/cfs) _____ (Only if specifically identified in the attached recorded document—see Part B, Number 2)

Purpose of Use See attached document Volume (acre-feet) _____

Purpose of Use _____ Volume (acre-feet) _____

3. POINT OF DIVERSION (describe the location to the nearest 10 acres, three quarter sections)

____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

Lot/Tract _____ Block _____ Subdivision Name _____

COS _____ Gov't Lot _____ County _____

____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

Lot/Tract _____ Block _____ Subdivision Name _____

COS _____ Gov't Lot _____ County _____

4. PLACE OF USE

Purpose of Use Municipal Water System County Ravalli

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ **Total Acres**

Lot/Tract _____ Block _____ Subdivision Name _____

COS _____ Gov't Lot _____

Geocodes(s) _____

Purpose of Use _____ County _____

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ **Total Acres**

Lot/Tract _____ Block _____ Subdivision Name _____

COS _____ Gov't Lot _____

Geocodes(s) _____

5. SIGNATURE

I DECLARE UNDER PENALTY OF PERJURY AND UNDER THE LAWS OF THE STATE OF MONTANA THAT THE FOREGOING IS TRUE AND CORRECT.

Buyer Signature: _____

Date: _____

Buyer Signature: _____

Date: _____

WATER RESOURCES OFFICES

- BILLINGS:** AIRPORT INDUSTRIAL PARK, 1371 RIMTOP DR., BILLINGS MT 59105-1978
PHONE: 406-247-4415 FAX: 406-247-4416
SERVING: Big Horn, Carbon, Carter, Custer, Fallon, Powder River, Prairie, Rosebud, Stillwater, Sweet Grass, Treasure, and Yellowstone Counties
- BOZEMAN:** 2273 BOOT HILL COURT, SUITE 110, BOZEMAN MT 59715
PHONE: 406-586-3136 FAX: 406-587-9726
SERVING: Gallatin, Madison, and Park Counties
- GLASGOW:** 222 6TH STREET SOUTH, PO BOX 1269, GLASGOW MT 59230-1269
PHONE: 406-228-2561 FAX: 406-228-8706
SERVING: Daniels, Dawson, Garfield, McCone, Phillips, Richland, Roosevelt, Sheridan, Valley, and Wibaux Counties
- HAVRE:** 210 6TH AVENUE, PO BOX 1828, HAVRE MT 59501-1828
PHONE: 406-265-5516 FAX: 406-265-2225
SERVING: Blaine, Chouteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole Counties
- HELENA:** 1424 9TH AVE., PO BOX 201601, HELENA MT 59620-1601
PHONE: 406-444-6999 FAX: 406-444-9317
SERVING: Beaverhead, Broadwater, Deer Lodge, Jefferson, Lewis and Clark, Powell, and Silver Bow Counties
- KALISPELL:** 655 TIMBERWOLF PARKWAY, SUITE 4, KALISPELL MT 59901-1215
PHONE: 406-752-2288 FAX: 406-752-2843
SERVING: Flathead, Lake, Lincoln, and Sanders Counties
- LEWISTOWN:** 613 NORTHEAST MAIN ST., SUITE E, LEWISTOWN MT 59457-2020
PHONE: 406-538-7459 FAX: 406-538-7089
SERVING: Cascade, Fergus, Golden Valley, Judith Basin, Meagher, Musselshell, Petroleum, and Wheatland Counties
- MISSOULA:** 2705 SPURGIN RD. BLDG.C, PO BOX 5004, MISSOULA MT 59806-5004
PHONE: 406-721-4284 FAX: 406-542-5899
SERVING: Granite, Mineral, Missoula, and Ravalli Counties

MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

Water Resources Division - Water Rights Bureau

WEBSITE: <http://dnrc.mt.gov/wrd/>



Return To:

PCI
POB 1750
Missoula, MT 59806

QUITCLAIM DEED

FOR VALUE RECEIVED, **ASPEN ACRES LLC**, of 1129 Jessica Ct., Corvallis, MT 59828, and **ILAMAR PROPERTIES LLC**, P.O. Box 1032, Corvallis, MT 59828, hereinafter referred to as GRANTORS, do hereby convey, release, remise, and forever quitclaim unto the **TOWN OF STEVENSVILLE, MONTANA**, 206 Buck Street, Stevensville, MT 59870, hereinafter referred to as GRANTEE, the following described water rights in Ravalli County, Montana:

GRANTORS specifically sever 6.32 per cent (6.32%) of Water Right No. 76H 2081-00, and 6.32 per cent (6.32%) of Water Right No. 76H 2082-00, from the N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, Township 9 North, Range 20 West, P.M.M., Ravalli County, Montana and being more particularly described as Tract 1, Certificate of Survey No. 495033-TR. EXCEPTING AND RESERVING THEREFROM the Plat of Creekside Meadows Phase 1, recorded in Document No. 519639, and convey the 6.32% (6.32%) of those water rights to GRANTEE for the exclusive use of GRANTEE within the Town of Stevensville, Montana.

TO HAVE AND TO HOLD the said water right unto the GRANTEE.

DATED this 2nd day of December, 2022.

ASPEN ACRES LLC

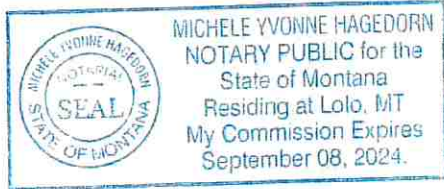
By: [Signature]
Its Managing Member

STATE OF MONTANA)
) ss.
County of Ravalli)
Missoula

On this 22nd day of December, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jeff Jessop, known to me to be a Managing Member of Aspen Acres LLC, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(SEAL)



Michele Yvonne Hagedorn

ILAMAR PROPERTIES LLC

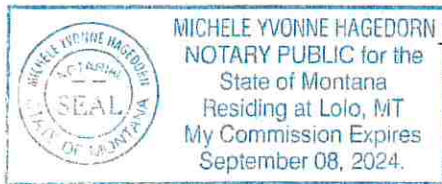
By: [Signature]
Its Managing Member

STATE OF MONTANA)
) ss.
County of Ravalli)
Missoula

On this 22 day of December, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jeff Jessop, known to me to be a Managing Member of Ilamar Properties LLC, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(SEAL)



Michele Yvonne Hagedorn

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601
GENERAL ABSTRACT

Water Right Number: 76H 2081-00 STATEMENT OF CLAIM
Version: 2 -- POST DECREE
Version Status: ACTIVE

Owners: ILAMAR PROPERTIES LLC
PO BOX 1032
CORVALLIS, MT 59828-1032
ASPEN ACRES LLC
1129 JESSICA CT
CORVALLIS, MT 59828-9805

Priority Date: APRIL 10, 1881
Enforceable Priority Date: APRIL 10, 1881

Type of Historical Right: DECREED

Purpose (use): IRRIGATION
Irrigation Type: FLOOD

Maximum Flow Rate: 112.20 GPM

Maximum Volume: THE TOTAL VOLUME OF THIS WATER RIGHT SHALL NOT EXCEED THE AMOUNT PUT TO HISTORICAL AND BENEFICIAL USE.

Climatic Area: 3 - MODERATE

Maximum Acres: 80.00

Source Name: BURNT FORK CREEK
Source Type: SURFACE WATER

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1		SWNESW	3	8N	19W	RAVALLI

Period of Diversion: APRIL 15 TO OCTOBER 15

Diversion Means: HEADGATE

2- SECONDARY		NENENE	5	8N	19W	RAVALLI
--------------	--	--------	---	----	-----	---------

Period of Diversion: APRIL 15 TO OCTOBER 15

Diversion Means: HEADGATE

3- SECONDARY		SESENE	26	9N	20W	RAVALLI
--------------	--	--------	----	----	-----	---------

Period of Diversion: APRIL 15 TO OCTOBER 15

Diversion Means: HEADGATE

NORTH BURNT FORK CREEK, MILL FORK CREEK (MILL CREEK) AND NORTH SWAMP CREEK (SAPIEL CREEK) ARE USED AS NATURAL CARRIERS OF WATER FROM BURNT FORK CREEK TO DIVERSION NO. 3

THE HISTORIC POINT OF DIVERSION OF NORTH SWAMP CREEK FROM MILL FORK CREEK IS IN THE NENENE SECTION 5 T8N R19W (DIVERSION NO. 2).

Period of Use: APRIL 15 to OCTOBER 15

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	80.00		E2SE	26	9N	20W	RAVALLI

Total: 80.00

DEED IN CLAIM FILE SEVERS SEVEN EIGHTHS OF THIS WATER RIGHT FROM ITS DECREED HISTORIC PLACE OF USE.

Geocodes/Valid: 13-1764-26-4-01-12-0000 - Y

Remarks:

NOTICE OF WATER RIGHT TRANSFER RECEIVED 05/06/86.

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 1044 RECEIVED 02/13/2002.

OWNERSHIP UPDATE TYPE 608 # 36884 RECEIVED 05/04/2006.

OWNERSHIP UPDATE TYPE 608 # 37273 RECEIVED 05/15/2006.



**Water Right Number:
76H 2081 00NULL**

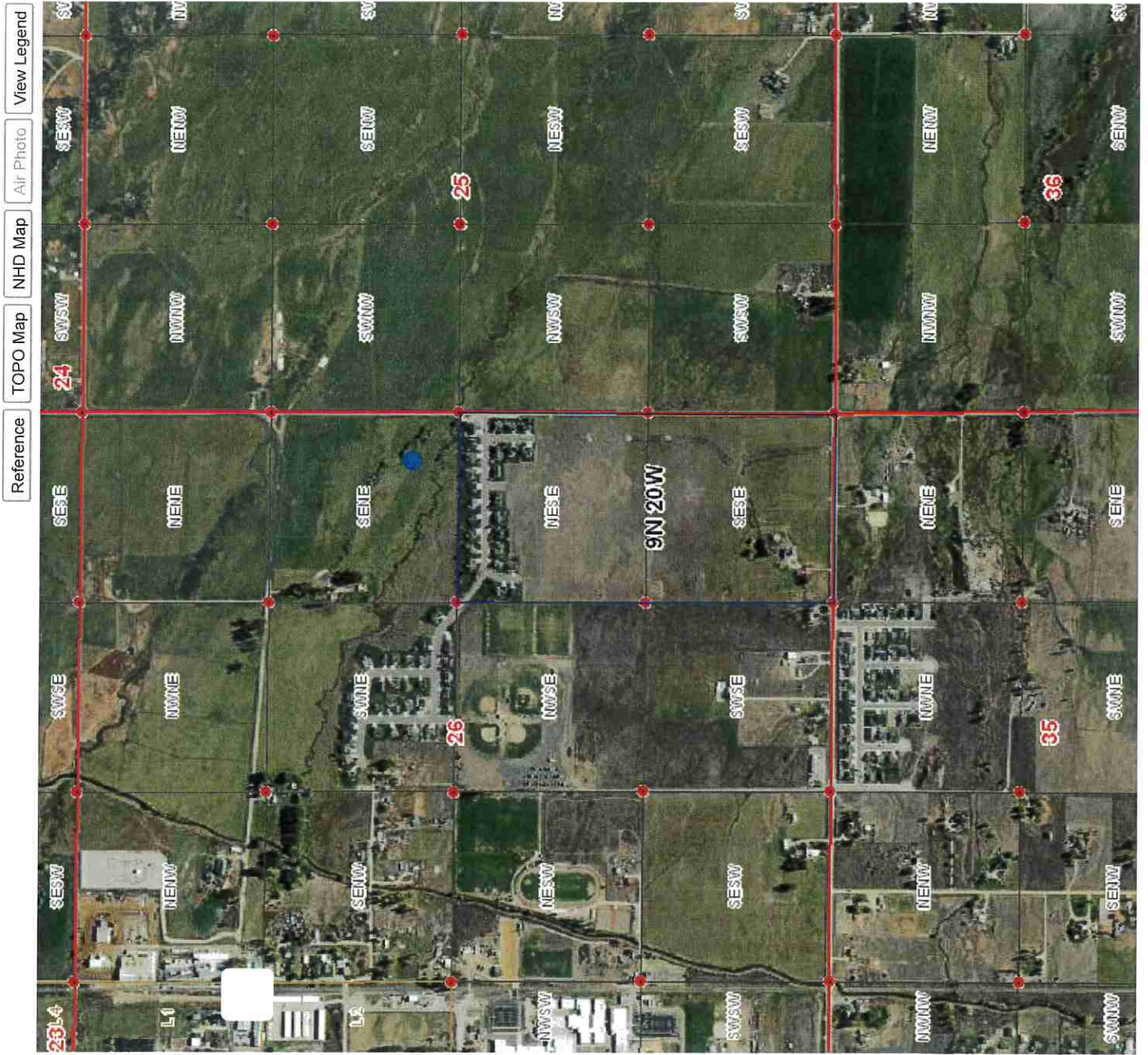
[Print Map](#)

Legend

- Diversion Count:**
 - Surface water diversion.
 - Ground water diversion.
- Adjacent Diversions**
 - Surface water diversion.
 - Ground water diversion.
- Place of Use Legal Land Descriptions**
- Adjacent POUs**
- Cadastral**
- PLSS Detail**

Note:
Contact DNRC if you have any questions or if the mapped information appears incorrect.

The points of diversion (PODs) and places of use (POUs) are derived from water right legal land descriptions. PODs are placed at the center of their legal land description, not at their true geographic location. POUs are drawn as polygons of the entire legal land description.





DNRC OWNERSHIP UPDATE DIVIDED INTEREST

Complete one form for each water right that will be divided. Your water right will be divided into separate water rights based on the information provided.

Submit all three pages of this form with the filing fee; a deed, contract for deed, or other recorded document; a water right abstract; and a map.

Contact your local DNRC Water Resources Regional Office if you have any questions.

Filing Fee \$50.00

FOR DEPARTMENT USE ONLY

Rec'd Date _____
 Rec'd By _____
 Fee Rec'd \$ _____ Check No. _____
 Payor _____
 Refund \$ _____ Date _____
 Deposit Receipt # _____
 OUID # _____

*If all interested parties wish to split the water right, each **must** fill out and sign either part B or part C of this form. A water right can be split into several portions on one form for one \$50 filing fee. All interested parties must sign off on the split of water rights even if their portions are not split into individual rights.*

PART A – GENERAL INFORMATION

1. **DATE OF LAND TRANSFER (SALE)** _____

2. **WATER RIGHT BEING DIVIDED** 76H 2082-00

3. **SELLER (Grantor)** Aspen Acres LLC and Ilamar Properties LLC

MAILING ADDRESS 932 Old Corvallis Road

CITY Corvallis STATE MT ZIP 59828

PHONE 406-360-0750 EMAIL jmjconstructionltd@msn.com

4. **BUYER (Grantee)** Town of Stevensville,, Montana

MAILING ADDRESS 206 Buck Street

CITY Stevensville STATE MT ZIP 59870

PHONE 406-777-5271 EMAIL jenelle@townofstevensville.com

5. **HOW IS THIS WATER RIGHT BEING DIVIDED?** Please check only one.

The water right is being divided as specifically identified in a deed, contract for deed, or other recorded document. (Attach a copy and underline the divided interest information.)

The water right is being divided proportionately between the buyer and seller based on the place of use described in the water right. (Attach a copy of the deed, contract for deed, or other recorded document.)

6. **WATER RIGHT ABSTRACT**

A current DNRC general abstract of the water right being divided must be submitted. To receive DNRC generated water right abstracts, query the water right at the following web address: <http://www.nris.mt.gov/dnrc/waterrights/default.aspx> or contact the regional office serving your area.

7. **MAP**

A map must be provided. An aerial photo is preferred. You may also use a scaled map, county plat or quad map showing township and range, section corners, and a north arrow. **The following elements must be identified on the map:**

- a. The place of use the seller is retaining;
- b. The place of use the buyer is receiving;
- c. Point(s) of diversion; and
- d. The location of any irrigated acres.

IMPORTANT NOTES

- If you want to change or add a point of diversion, place of use, place of storage, or purpose of use of a water right you must first file a change application with the DNRC.
- The combined portions of a divided water right cannot exceed the total flow rate, volume, or period of diversion of the original right.
- The DNRC has no jurisdiction concerning easement, right-of-way, and zoning matters. The buyer and seller must make these provisions where necessary.
- There may be ongoing court action regarding this water right and terms and conditions applicable to the exercise of the divided right. The buyer should be familiar with all aspects of the right received.

PART B – SELLER’S PORTION

(Attach additional sheets if necessary)

1. **SELLER’S NAME** Aspen Acres LLC and Ilamar Properties LLC

2. PORTION OF WATER RIGHT RETAINED

If specifically identified in the attached recorded document, what flow rate will be retained by the Seller? NA gpm cfs

Unless specifically divided in the attached recorded document, both the Seller’s and Buyer’s water right will retain the full flow rate and the use of the flow rate must be shared and/or alternated. Attach an additional sheet explaining how this will be done such that, in combination, the flow rate of the original water right will not be exceeded.

Purpose of Use See attached document Volume (acre-feet) _____

Purpose of Use _____ Volume (acre-feet) _____

3. POINT OF DIVERSION (describe the location to the nearest 10 acres, three quarter sections)

SE 1/4 SE 1/4 NE 1/4 Sec 26 TWP 9 N S RGE 20 E W

Lot/Tract _____ Block _____ Subdivision Name _____

COS _____ Gov’t Lot _____ County _____

____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

Lot/Tract _____ Block _____ Subdivision Name _____

COS _____ Gov’t Lot _____ County _____

4. PLACE OF USE

Purpose of Use Irrigation County Ravalli

80 acres ____ 1/4 E1/2 1/4 SE 1/4 Sec 26 TWP 9 N S RGE 20 E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ **Total Acres**

Lot/Tract _____ Block _____ Subdivision Name _____

COS _____ Gov’t Lot _____

Geocodes(s) _____

Purpose of Use _____ County _____

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ **Total Acres**

Lot/Tract _____ Block _____ Subdivision Name _____

COS _____ Gov’t Lot _____

Geocodes(s) _____

5. SIGNATURE

I DECLARE UNDER PENALTY OF PERJURY AND UNDER THE LAWS OF THE STATE OF MONTANA THAT THE FOREGOING IS TRUE AND CORRECT.

Seller Signature: [Signature] Aspen Acres LLC Date: 2-16-2023

Seller Signature: [Signature] Ilamar Properties LLC Date: 2-16-2023

PART C - BUYER'S PORTION

(Attach additional sheets if necessary. If more than one buyer, add sheets showing each buyer's portion.)

1. **BUYER'S NAME** Town of Stevensville, Montana

2. PORTION OF WATER RIGHT ACQUIRED

Flow Rate (gpm/cfs) _____ (Only if specifically identified in the attached recorded document—see Part B, Number 2)

Purpose of Use See attached document Volume (acre-feet) _____

Purpose of Use _____ Volume (acre-feet) _____

3. POINT OF DIVERSION (describe the location to the nearest 10 acres, three quarter sections)

____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

Lot/Tract _____ Block _____ Subdivision Name _____

COS _____ Gov't Lot _____ County _____

____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

Lot/Tract _____ Block _____ Subdivision Name _____

COS _____ Gov't Lot _____ County _____

4. PLACE OF USE

Purpose of Use Municipal Water System County Ravalli

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ **Total Acres**

Lot/Tract _____ Block _____ Subdivision Name _____

COS _____ Gov't Lot _____

Geocodes(s) _____

Purpose of Use _____ County _____

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ acres ____ 1/4 ____ 1/4 ____ 1/4 Sec _____ TWP _____ N S RGE _____ E W

____ **Total Acres**

Lot/Tract _____ Block _____ Subdivision Name _____

COS _____ Gov't Lot _____

Geocodes(s) _____

5. SIGNATURE

I DECLARE UNDER PENALTY OF PERJURY AND UNDER THE LAWS OF THE STATE OF MONTANA THAT THE FOREGOING IS TRUE AND CORRECT.

Buyer Signature: _____

Date: _____

Buyer Signature: _____

Date: _____

WATER RESOURCES OFFICES

- BILLINGS:** AIRPORT INDUSTRIAL PARK, 1371 RIMTOP DR., BILLINGS MT 59105-1978
PHONE: 406-247-4415 FAX: 406-247-4416
SERVING: Big Horn, Carbon, Carter, Custer, Fallon, Powder River, Prairie, Rosebud, Stillwater, Sweet Grass, Treasure, and Yellowstone Counties
- BOZEMAN:** 2273 BOOT HILL COURT, SUITE 110, BOZEMAN MT 59715
PHONE: 406-586-3136 FAX: 406-587-9726
SERVING: Gallatin, Madison, and Park Counties
- GLASGOW:** 222 6TH STREET SOUTH, PO BOX 1269, GLASGOW MT 59230-1269
PHONE: 406-228-2561 FAX: 406-228-8706
SERVING: Daniels, Dawson, Garfield, McCone, Phillips, Richland, Roosevelt, Sheridan, Valley, and Wibaux Counties
- HAVRE:** 210 6TH AVENUE, PO BOX 1828, HAVRE MT 59501-1828
PHONE: 406-265-5516 FAX: 406-265-2225
SERVING: Blaine, Chouteau, Glacier, Hill, Liberty, Pondera, Teton, and Toole Counties
- HELENA:** 1424 9TH AVE., PO BOX 201601, HELENA MT 59620-1601
PHONE: 406-444-6999 FAX: 406-444-9317
SERVING: Beaverhead, Broadwater, Deer Lodge, Jefferson, Lewis and Clark, Powell, and Silver Bow Counties
- KALISPELL:** 655 TIMBERWOLF PARKWAY, SUITE 4, KALISPELL MT 59901-1215
PHONE: 406-752-2288 FAX: 406-752-2843
SERVING: Flathead, Lake, Lincoln, and Sanders Counties
- LEWISTOWN:** 613 NORTHEAST MAIN ST., SUITE E, LEWISTOWN MT 59457-2020
PHONE: 406-538-7459 FAX: 406-538-7089
SERVING: Cascade, Fergus, Golden Valley, Judith Basin, Meagher, Musselshell, Petroleum, and Wheatland Counties
- MISSOULA:** 2705 SPURGIN RD. BLDG.C, PO BOX 5004, MISSOULA MT 59806-5004
PHONE: 406-721-4284 FAX: 406-542-5899
SERVING: Granite, Mineral, Missoula, and Ravalli Counties

MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
Water Resources Division - Water Rights Bureau
WEBSITE: <http://dnrc.mt.gov/wrd/>



Return To:

PCI
POB 1750
Missoula, MT 59806

QUITCLAIM DEED


FOR VALUE RECEIVED, **ASPEN ACRES LLC**, of 1129 Jessica Ct., Corvallis, MT 59828, and **ILAMAR PROPERTIES LLC**, P.O. Box 1032, Corvallis, MT 59828, hereinafter referred to as GRANTORS, do hereby convey, release, remise, and forever quitclaim unto the **TOWN OF STEVENSVILLE, MONTANA**, 206 Buck Street, Stevensville, MT 59870, hereinafter referred to as GRANTEE, the following described water rights in Ravalli County, Montana:

GRANTORS specifically sever 6.32 per cent (6.32%) of Water Right No. 76H 2081-00, and 6.32 per cent (6.32%) of Water Right No. 76H 2082-00, from the N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, Township 9 North, Range 20 West, P.M.M., Ravalli County, Montana and being more particularly described as Tract 1, Certificate of Survey No. 495033-TR. EXCEPTING AND RESERVING THEREFROM the Plat of Creekside Meadows Phase 1, recorded in Document No. 519639, and convey the 6.32% (6.32%) of those water rights to GRANTEE for the exclusive use of GRANTEE within the Town of Stevensville, Montana.

TO HAVE AND TO HOLD the said water right unto the GRANTEE.

DATED this 22nd day of December, 2022.

ASPEN ACRES LLC

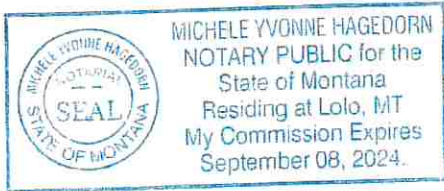
By: 
Its Managing Member

STATE OF MONTANA)
) ss.
County of Ravalli)
 Missoula

On this 22nd day of December, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jeff Jessop, known to me to be a Managing Member of Aspen Acres LLC, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(SEAL)



Michele Yvonne Hagedorn

ILAMAR PROPERTIES LLC

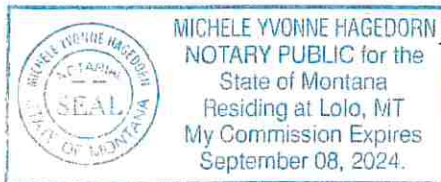
By: [Signature]
Its Managing Member

STATE OF MONTANA)
) ss.
County of ~~Ravalli~~ Missoula)

On this 22 day of December, 2022, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jeff Jessop, known to me to be a Managing Member of Ilamar Properties LLC, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

(SEAL)



Michele Yvonne Hagedorn

STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

1424 9TH AVENUE P.O.BOX 201601 HELENA, MONTANA 59620-1601

GENERAL ABSTRACT

Water Right Number: 76H 2082-00 STATEMENT OF CLAIM
Version: 2 -- POST DECREE

Version Status: ACTIVE

Owners: ASPEN ACRES LLC
1129 JESSICA CT
CORVALLIS, MT 59828-9805

ILAMAR PROPERTIES LLC
PO BOX 1032
CORVALLIS, MT 59828-1032

Priority Date: JUNE 1, 1868

Enforceable Priority Date: JUNE 1, 1868

Type of Historical Right: DECREED

Purpose (use): IRRIGATION

Irrigation Type: FLOOD

Maximum Flow Rate: 98.17 GPM

Maximum Volume: THE TOTAL VOLUME OF THIS WATER RIGHT SHALL NOT EXCEED THE AMOUNT PUT TO HISTORICAL AND BENEFICIAL USE.

Climatic Area: 3 - MODERATE

Maximum Acres: 80.00

Source Name: NORTH SWAMP CREEK

Source Type: SURFACE WATER

ALSO KNOWN AS SAPIEL CREEK

Point of Diversion and Means of Diversion:

<u>ID</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1			SE	SENE	26	9N 20W	RAVALLI

Period of Diversion: APRIL 15 TO OCTOBER 15

Diversion Means: HEADGATE

Period of Use: APRIL 15 to OCTOBER 15

Place of Use:

<u>ID</u>	<u>Acres</u>	<u>Govt Lot</u>	<u>Qtr</u>	<u>Sec</u>	<u>Sec</u>	<u>Twp</u>	<u>Rge</u>	<u>County</u>
1	80.00			E2	SE	26	9N 20W	RAVALLI
Total:	80.00							

DEED IN CLAIM FILE SEVERES SEVEN EIGHTHS OF THIS WATER RIGHT FROM ITS DECREED HISTORIC PLACE OF USE.

Geocodes/Valid: 13-1764-26-4-01-12-0000 - Y

Remarks:

THE WATER RIGHTS FOLLOWING THIS STATEMENT ARE SUPPLEMENTAL WHICH MEANS THE RIGHTS HAVE OVERLAPPING PLACES OF USE. THE RIGHTS CAN BE COMBINED TO IRRIGATE ONLY OVERLAPPING PARCELS. EACH RIGHT IS LIMITED TO THE FLOW RATE AND PLACE OF USE OF THAT INDIVIDUAL RIGHT. THE SUM TOTAL VOLUME OF THESE WATER RIGHTS SHALL NOT EXCEED THE AMOUNT PUT TO HISTORICAL AND BENEFICIAL USE.

2081-00 2082-00 105005-00

NOTICE OF WATER RIGHT TRANSFER RECEIVED 05/06/86.

OWNERSHIP UPDATE RECEIVED

OWNERSHIP UPDATE TYPE 608 # 1044 RECEIVED 02/13/2002.

OWNERSHIP UPDATE TYPE 608 # 36884 RECEIVED 05/04/2006.

OWNERSHIP UPDATE TYPE 608 # 37273 RECEIVED 05/15/2006.

OWNERSHIP UPDATE TYPE 608 # 201565 RECEIVED 02/18/2020.

OWNERSHIP UPDATE TYPE DOR # 233076 RECEIVED 12/15/2021.



**Water Right Number:
76H 2082 00NULL**

[Print Map](#)

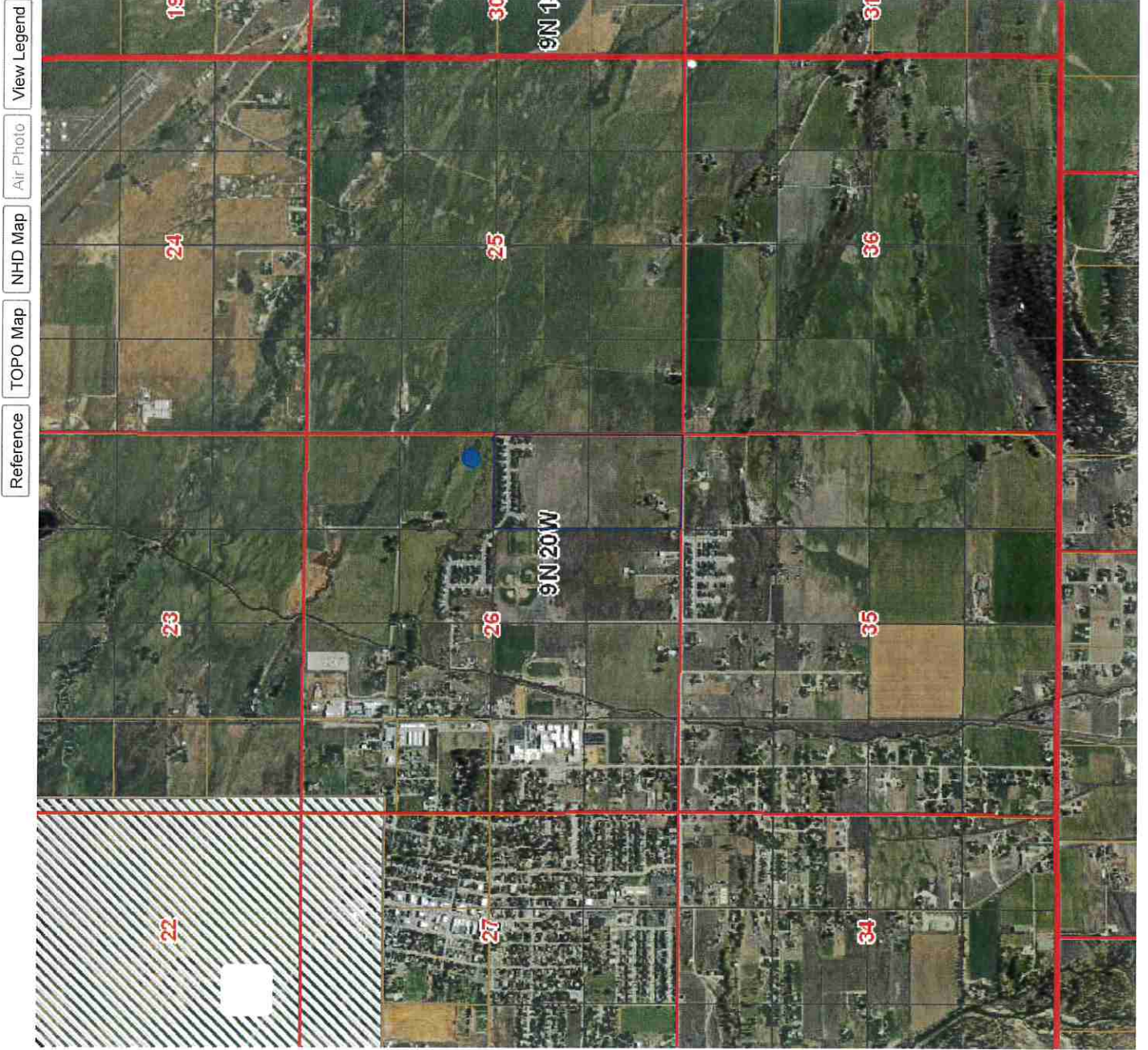
Legend

- Diversion Count:
 - Surface water diversion.
 - Ground water diversion.
- Adjacent Diversions
 - Surface water diversion.
 - Ground water diversion.
- Place of Use Legal Land Descriptions
 - Adjacent POUs
 - Cadastral ?
 - PLSS Detail ?

Note:

Contact DNRC if you have any questions or if the mapped information appears incorrect.

The points of diversion (PODs) and places of use (POUs) are derived from water right legal land descriptions. PODs are placed at the center of their legal land description, not at their true geographic location. POUs are drawn as polygons of the entire legal land description.



[Reference](#)

[TOPO Map](#)

[NHD Map](#)

[Air Photo](#)

[View Legend](#)



15542646



STATE OF MONTANA
SECRETARY OF STATE
ARTICLES OF INCORPORATION FOR DOMESTIC
NONPROFIT CORPORATION

For Office Use Only
STATE OF MONTANA
-FILED-
SECRETARY OF STATE
File Number: 15542646
Date Filed: 2/7/2023 11:06:48 AM

FILING FEE: \$20.00

Form with sections: Filing Fees & Processing Options, Filing Effective Date, Corporate Type, Corporate Name, Term, Business Purpose, Business Mailing Address, Business Physical Address, IRS 501(c)(3) Status, Registered Agent In Montana.

Table with 4 columns: Name Of Individual Or Business Entity, Business Mailing Address, Email Address, - Page 171 -

B0910-8723 02/07/2023 11:06 AM Received by MT Secretary of State Christi Jacobsen



Jeff Jessop	932 OLD CORVALLIS ROAD CORVALLIS, MT 59828	jmjconstructionltd@msn.com
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Directors

Full Name	Business Mailing Address	Position	Email Address
None Entered			

Officers

Full Name	Business Mailing Address	Position	Email Address
None Entered			

Declarations

- I understand that the information I enter into the online system is public information and will appear online and on copy requests exactly as I key it into the system.
- I have been authorized by the business entity to file this document online.
- I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.

Signature

<i>Attorney in Fact</i>	<i>J. Philip Bott</i>	<i>02/07/2023</i>
Signer's Capacity	On behalf of Jeff Jessop	Date

Daytime Contact

Phone Number	(307) 271-1001
Email	phil@basinlaw.net

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
ILAMAR PROPERTIES, LLC.**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the "**Agreement**") is effective as of 11-1-2019 for Ilamar Properties, LLC., a Montana limited liability company (the "**Company**"), and entered into by and among the Members set forth on Schedule I, attached hereto (each a "**Member**" and collectively the "**Members**").

NOW THEREFORE, each Party hereby agrees as follows:

ARTICLE I

ORGANIZATION

1.1 Formation. The Members formed a Montana limited liability company by filing the Articles of Organization (the "**Articles**") pursuant to the Act on Nov 16, 2018. The rights and liabilities of the Members will be as provided under the Act, except as otherwise expressly provided in this Agreement or in the Articles.

1.2 Name. The name of the limited liability company is Ilamar Properties, LLC. Company may also conduct its business under one or more fictitious or assumed names (DBAs) as the Members may deem necessary or advisable from time to time. Company has the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient, or incidental to or for the furtherance of its purpose.

1.3 Purpose. The principal business purpose of Company is as follows: This LLC's main purpose is to buy, sell, develop and manage properties. Company, to the extent not inconsistent with this purpose, may engage in any lawful activity for which limited liability companies may be organized under state law and may exercise all powers necessary, suitable, or convenient for the accomplishment of its purposes.

1.4 Principal Place of Business. Company's principal place of business is at 510 W. 30th Street, Pinesdale, Montana 59841, or at such other place or places in the continental United States of America as the Members may determine from time to time.

1.5 Term. The term of Company commenced on the filing of the Articles with the Secretary of State of Montana. The term of Company will continue for the term stated in the Articles or

else in perpetuity until the Company is dissolved and its affairs are wound up pursuant to the provisions of this Agreement or as otherwise provided by law.

1.6 Filings and Other Actions. The Members may execute, swear to, acknowledge, file, and cause to be published such certificates, instruments, and documents in such places and at such times, and take such other actions, as in each case may be required by law or appropriate under the circumstances to permit Company to do business in any jurisdiction in which Company may wish to do so and maintain or perfect Company's status as a limited liability company. Notwithstanding the foregoing provision, Company may not do business in any jurisdiction that would jeopardize the limitation of liability afforded to the Members under the Act or this Agreement.

1.7 Registered Agent. Company's registered agent for service of process is Andrew Jessop, located at 510 W. 30th. Street, Pinesdale, Montana 59841. Successor registered agents may be appointed by the Members in accordance with the Act.

1.8 Intent to Form an LLC. The Members specifically intended and agreed to form Company as a limited liability company under the Act and not as a partnership or joint venture. Therefore, no Member will be construed as a partner in Company or of any other Member. Likewise, the Members specifically intend and agree that Company will be treated as a "pass-through" entity for federal and state tax purposes and will therefore not be subject to any entity-level taxation.

1.9 Defined Terms. The terms used and not otherwise defined in this Agreement have the meanings set forth in Exhibit A attached hereto and incorporated herein.

ARTICLE II

CAPITAL CONTRIBUTIONS AND ALLOCATIONS

2.1 Initial Capital Contributions. Each Member has contributed, or agrees to contribute upon signing this Agreement, to Company the initial Capital Contributions that reflect its Company Interest in the amount set forth on Schedule I attached hereto and incorporated herein. Any additional Members must sign an admission agreement and make the Capital Contribution as set forth in such agreement. All Capital Contributions to be paid in cash must be made by a wire transfer of funds available to be released immediately, or a similar method as agreed by the Members.

2.2 Additional Capital Contributions. No Member will be required to contribute capital to Company except as to the Member's initial Capital Contribution.

2.3 Member Liability. No Member may be held personally liable for Company obligations solely due to its status as a Member of Company, whether in tort or otherwise. Members may not be required to advance or loan funds to Company in order to satisfy Company debts, liabilities, or business costs.

2.4 No Interest on Capital Contributions. Company will pay no interest on any Capital Contributions to Company or on any loans or advances of funds from a Member.

2.5 Company Debt to Members. Under no circumstance will Company repay a debt to a Member unless the Act would allow Company to then pay a distribution to the Member under the circumstances without imposing liability for any repayment by the Member to Company.

2.6 Withdrawal of Capital. No Member will have the right to withdraw capital, whether from the Member's Capital Contribution or Capital Account, or be repaid any Capital Contribution from Company prior to Company's liquidation except as specifically provided in this Agreement. A Member may only receive property in lieu of cash in the event that Company does not have sufficient cash for such payment. Currently, there is no specific date on which Capital Contributions must be repaid to the Members.

2.7 Capital Accounts. A capital account (each a "Capital Account") will be maintained for each Member and Unadmitted Holder. Each Capital Account will initially consist of the Member's Capital Contribution in respect of that Member's Company Interest, increased thereafter by such Member's Capital Contributions to Company (if any) and allocated share of Profits, and decreased thereafter by any money and the fair market value (net of liabilities) of any distributions to such Member or Unadmitted Holder by Company and such Member's or Unadmitted Holder's allocated share of Losses. To the extent reasonably determined by the Members, such Capital Accounts will be maintained in accordance with the principles embodied in Sections 704(b) and (c) of the Code, and the Income Tax Regulations promulgated thereunder.

2.8 Allocation of Profits or Losses

- a. Except as provided herein, all items of income, gain, deduction, or loss which comprise Company's Profits or Losses for a taxable period or a portion thereof will be allocated among each Member on a Pro Rata Basis.
- b. **Qualified Income Offset.** Notwithstanding anything to the contrary in this section, no Losses will be allocated to a Member to the extent it would cause or increase an Adjusted Capital Account Deficit. Any such Losses will be allocated among the Members in a manner determined by the Members to be in compliance with Section 704(b) of the Code. If Losses are reallocated under this subsection, subsequent Profits will be allocated as soon as is possible so as to reverse such allocation prior to making other allocations required hereunder.

- i. The Members may, in their reasonable discretion, modify the allocation provisions set forth in this section if necessary (A) to satisfy the requirements of Sections 704(b) and (c) of the Code and the Income Tax Regulations promulgated thereunder, or (B) to otherwise better reflect the overall economic or business arrangement of the Members in respect of any particular item of income, gain, deduction, or loss. All decisions and elections affecting the determination and allocation of Company's Profits or Losses (or any items thereof) and any related tax items (including, without limitation, the attribution of a specific item to a particular source) will be made by the Members and will be binding on each Member if made in good faith. Further, the Members may divide Company's taxable year into one or more tax periods to coincide with any alteration in a Member's Company Interest and allocate items of Profits or Losses among each Member in accordance with its respective Company Interest in the item (both prior to and after the taxable period in question) under either the "closing of the books" method of allocation, the daily proportionate method of allocation, or such other method as determined by the Members.

2.9 Tax Allocations. Unless otherwise required by Code Sections 704(b) and (c) or the Treasury Regulations promulgated thereunder, all items of income, gain, loss, or deduction, as determined for federal, state, and local tax purposes, will be allocated among the Members and Unadmitted Holders in the same manner as the corresponding items of income, gain, loss, or deduction are allocated pursuant to the prior section or the section herein titled "Winding Up." Allocations pursuant to this section are made solely for tax purposes and will not offset, or in any way be taken into account in computing, any Member's or Unadmitted Holder's Capital Account balance or share of Company distributions.

2.10 Creditors. The provisions of this Agreement are intended solely to benefit each Member and the Managers and, to the fullest extent permitted by applicable law, will not be construed as conferring any benefit upon any creditor of Company (no such creditor will be a third-party beneficiary of this Agreement), and no Member or Manager will have any duty or obligation to any creditor of Company to make any contribution or payments to Company.

ARTICLE III

MEMBERSHIP INTERESTS

3.1 No Liability of Managers or Members. Except as specifically provided in this Agreement or otherwise by the Act, and subject to the section titled "Creditors" herein, a Member or Manager will not be liable for the repayment and discharge of the debts and liabilities of Company by reason of being a Member or Manager of Company.

3.2 Membership Interests

- a. Initially, there will be one class of unit of ownership interest in Company (the "Units") which will initially be owned by the initial Members in the amounts set forth in Schedule I hereto. Each Member's Company Interest will equal the percentage reflecting the quotient of such Member's Units divided by the total Units held by all Members.
- b. Schedule I to this Agreement will conclusively evidence the names, Units, Capital Contribution, and Company Interest of each Member. The Members will maintain and update from time to time Schedule I to reflect the withdrawal or admission of one or more Members.
- c. Additional Members may be admitted to Company following its formation in accordance with this Agreement. The admission of a Member will be evidenced by such Member's execution of this Agreement or in such other manner as approved by the Members.

3.3 Additional Classes of Interests. The Members have the right, at any time and from time to time, to create additional classes of ownership interests in Company and admit additional Members to any class upon such terms and conditions as the Members determine in their sole discretion, provided that they obtain the prior unanimous written consent of any then-existing Class A Members, with the Class A Members being initially comprised solely of the initial Members as of the execution of this Agreement.

3.4 Admission of Members. The initial Members will be those set forth on Schedule I. Additional Members may be admitted by the Members from time to time. No entity, other than the initial Members, will be considered a Member or admitted as a Member unless such entity is admitted in accordance with the terms hereof and such admission will not result in the termination of Company.

3.5 Dilution; Merger; Consolidation. The Company Interests of any and all classes of interest will be diluted on a Pro Rata Basis in the event of an increase in the interests comprised thereof, including by additional Capital Contributions, private or public securities offerings, or otherwise. Any acquisition, merger, or consolidation with another entity must be first approved by the consent of Members holding a majority of all Company Interests, regardless of whether Company will be a surviving entity after the transaction.

3.6 Title to Property; Individual Obligations. Except as otherwise provided by law, each Member's interest in Company will be personal property for all purposes. All real and personal property owned by Company will be owned in Company's name, and no Member will have any ownership of such Company property individually. Any and all Company credit and assets will only be used for Company's own benefit and may not be encumbered or transferred for the satisfaction of any Member's individual obligations.

ARTICLE IV

DISTRIBUTIONS

4.1 Distributions. Distributions will be made at such time and in such amounts as is reasonably determined by the consent of Members holding a majority of all Company Interests to not be contrary to Company's business interests, if Company has sufficient cash on hand to cover Company's current and anticipated expenses. Distributions will be made on a Pro Rata Basis in either cash or property, or both, as the Members may determine. However, no distribution may be declared if such distribution would (A) cause Company to be unable to pay its debts as they become due in the normal course of business, or (B) cause Company's total assets to be less than the sum of its total liabilities plus the amount that Company would need to satisfy the preferential rights of Members having rights superior to those Members or Unadmitted Holders receiving the distribution if Company were to dissolve at the time of the distribution. Notwithstanding anything to the contrary contained in this Agreement, no distribution to a Member may be made if such distribution would violate the Act, other applicable law, or any contractual provision to which Company is subject.

4.2 No Right to Withdraw. No Member or Unadmitted Holder is entitled to withdraw any part of such Person's Capital Account or Capital Contribution or to receive any distributions from Company, whether in respect of the fair market value of its Company Interest, ownership interest, or otherwise, except as expressly provided in this Agreement. Each Member and Unadmitted Holder, on behalf of itself, its successors, and assigns, hereby expressly waives any right to seek partition of Company or Company assets.

4.3 Tax Advances. To the extent Company is required to withhold or to make tax payments on behalf of or with respect to any Member ("Tax Advances"), the Members may decide to withhold the amounts and make the tax payments as so required. All Tax Advances made on behalf of a Member will be deemed to be distributed to the Member on the date withheld. The Member will promptly pay to Company an amount equal to the excess, if any, of the amount required to be withheld (or paid as taxes) in respect of such Member over the amount distributable to such Member. The amount paid by the Member and the related Tax Advance will be deemed credited and debited, respectively, to the Member's Capital Account. Each Member will indemnify Company and any and all other Members and hold each of them harmless from any liability with respect to Tax Advances required to be made on behalf of the Member or with respect to the Member, which indemnification obligations will survive the termination of Company.

ARTICLE V

MANAGEMENT

5.1 Management. Except as expressly set forth in this Agreement, the management and control of the business and affairs of Company will be vested exclusively in the Members

pursuant to the Act. The Members may exercise all powers of Company and do all such lawful acts necessary to manage Company's affairs and operations as are not prohibited by law or this Agreement or required to be performed or approved by the other Members. Each Member is authorized to bind Company in accordance with its rights, powers, and duties under this Agreement and may execute or file documents on Company's behalf. The powers and authority of the Members include, but are not limited to, the power and authority to (A) borrow money, incur liabilities and other obligations, and pay Company obligations; (B) execute any and all documents, instruments, contracts, and agreements of any kind deemed necessary or appropriate for carrying out the purposes of Company; (C) engage employees and agents and define their respective duties and compensation; (D) begin, prosecute, or defend any proceeding in Company's name; (E) purchase, lease, or otherwise acquire any real or personal property; (F) open one or more depository accounts and make deposits into, write checks against, and make withdrawals against such accounts; and (G) perform any and all other acts or activities customary or incidental to the purpose of Company.

5.2 Required Approval. In addition to any actions that require the approval of the Members under applicable law or otherwise under this Agreement, Company may not take any of the following actions without the express written consent of Members holding a majority of all Company Interests:

- a. The appointment or removal of any officer or executive of Company or the termination of any group of employees of Company in a single occurrence that could be construed as a group layoff or similar event;
- b. The approval, adoption, modification, or implementation of any equity or profit sharing plan of any kind, including, without limitation, any equity option plan, restricted equity plan, or equity appreciation plan (including a phantom stock plan);
- c. Entering into any transaction to which a Member, employee, or officer (or an affiliate of any of such person) is a party in an individual capacity;
- d. Causing any material change in the capital structure of Company;
- e. Causing any material change in the tax or accounting policies or principles of Company, except as required by or resulting from a change in generally accepted accounting principles or law;
- f. Redeeming, purchasing, or otherwise acquiring (or paying into or setting aside for a sinking fund for such purpose) any of the Company Interests;
- g. Effecting any sale, lease, assignment, transfer, or other conveyance of all or substantially all of the assets of Company, or undertaking or effecting any consolidation or merger of Company with or into another entity or effectuating any transaction or series of related transactions which results in Company's Members not holding at least fifty percent (50%) of the voting power of the surviving or continuing entity;

- h. Effecting any liquidation or dissolution of Company;
- i. Entering into an underwriting agreement, placement agreement, or similar agreement with respect to the distribution of Company's securities;
- j. The filing of any legal action, regulatory complaint, or similar action instituting proceedings before a governmental authority; or
- k. Effecting any amendment, alteration, or repeal of any provision of this Agreement.

5.3 Officers. The Members may designate one or more persons as officers. Each officer will have such powers and perform such duties as the Members may from time to time prescribe. Each officer will hold office until such officer resigns, is removed, has his or her term expire, or is otherwise disqualified to serve. Any officer of Company may be removed, with or without cause, at any time by the Members unless such officer has an employment agreement to the contrary.

ARTICLE VI

MEMBER ROLES

6.1 Member Representations. Each Member represents and warrants the following to Company:

- a. **Disclosure, etc.** Such Member has been furnished with and hereby acknowledges receipt of a copy of this Agreement, including all appendices and exhibits, and such Member understands the risks of, and other considerations relating to, an investment in and ownership of the Units.
- b. **Access to Information.** Such Member has been provided an opportunity to ask questions of, and has received answers thereto satisfactory to such Member from, Company, Company representatives, and an independent attorney regarding the terms and conditions of this Agreement and other matters pertaining to this investment.
- c. **Purchase for Investment.** Such Member is acquiring Units pursuant to this Agreement for such Member's own account and not with a view to or for sale in connection with any distribution of all or any part of the Units or the Member's Company Interest. Each Member hereby agrees that such Member will not, directly or indirectly, transfer, offer, sell, pledge, hypothecate, or otherwise encumber or dispose of all or any part of the Units or any interest in the Units (or solicit any offers to buy, purchase, or otherwise acquire or take a pledge of all or any part thereof) except in accordance with the terms of this Agreement.

MEMBER SIGNATURE PAGE

By affixing its signature to this Member Signature Page, Andrew Lynn Jessop, the undersigned, hereby executes the Limited Liability Company Operating Agreement (the "**Agreement**") of Ilamar Properties, LLC, effective as of 11-01-2019 and understands and agrees to be bound by all terms and provisions thereof.

IN WITNESS WHEREOF, the undersigned hereby executes the Agreement as of the date set forth on the title page thereto by executing this Member Signature Page as of the date written below.

Andrew Lynn Jessop

Address: 510 W. 30th Street

Pinesdale, MT 59841

Signed: Andy Jessop Dated: 11/04/2019

Print: Andy Jessop

NOTARY ACKNOWLEDGMENT

STATE OF MONTANA
COUNTY OF Bavalli

On 11.4.19, before me, Adam G. Ducharme, personally appeared Andrew Lynn Jessop, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the attached MEMBER SIGNATURE PAGE and acknowledged to me that he or she executed the same in an authorized capacity, and executed the instrument by signing his or her signature.

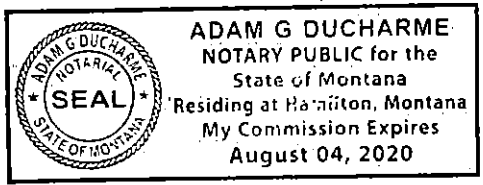
I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Print: Adam G. Ducharme My Commission Expires: 8.4.2020

Sign: [Signature] [Affix seal]

NOTARY PUBLIC



- d. **Possible Loss of Investment; Illiquidity.** Such Member understands and acknowledges that he or she may lose some or all of his or her investment in the Units, and such Member is financially capable of withstanding a complete loss of this investment. Such Member also understands and acknowledges that the Units are an illiquid investment and cannot be sold, pledged, or traded, except as set forth in this Agreement.
- e. **Citizenship.** Such Member is a United States citizen or resident (as determined under Section 7701 (b) of the Code) and agrees to notify Company immediately if this representation becomes untrue as of any subsequent date.
- f. **Authority.** Such Member has full legal capacity, right, power, and authority to make, execute, deliver, and perform this Agreement and each other agreement, instrument, and document contemplated to be delivered pursuant hereto or otherwise in connection herewith.
- g. **Conflicts and Competition.** Such Member has disclosed all potential conflicts of interests and is not engaged in, nor otherwise holds an interest in, any venture directly or indirectly competitive with Company's operations without Company's prior written consent.
- h. **Common Legal Counsel.** Such Member and Company may, in the course of participation in Company affairs, be represented or receive advice from common legal counsel. As such, each Member understands that such counsel is not its independent counsel and is advised to consult with its own independent legal counsel concerning Company matters.

6.2 Survival of Representations. All representations and warranties contained herein or made in writing by each Member will survive the execution and delivery of this Agreement, and each Member understands that Company is relying on their accuracy. Each Member promises to immediately notify Company in the event that Member learns that a representation made by the Member hereunder is no longer true.

6.3 Member Confidentiality. Each Member understands that it holds specialized knowledge concerning Company affairs that could cause serious harm to Company if used competitively against Company or disclosed to third parties. Therefore, each Member covenants not to disclose Company financial information, systems, technologies, ideas, strategies, plans, methods, prices, costs, practices, existing or potential clients or suppliers, or other information relating to Company that is not publically known and that the Member knows or should know to treat as confidential information (the "**Confidential Information**"). Upon the Member's resignation, withdrawal, or other termination of the Member's business relationship with Company, such Member must return all Confidential Information in its possession to Company.

6.4 Reimbursement for Company Expenses. In general, Company will not reimburse any Member for expenses incurred by such Member on behalf of Company or otherwise in its capacity as a Member. However, each Member will be reimbursed for reasonable expenses incurred in connection with Company operations, subject to any employment agreement the

Member may have, if any.

6.5 Meetings. Annual Member meetings will be held at the time, date, and place that the Members may determine. Special Member meetings for any purpose related to Company may be called by Members holding at least ten percent (10%) of all Company Interests, unless Members agree in writing for shorter notice for a particular meeting. Members must receive advance written notice of all meetings, including the annual meeting, at least 10 days, but not more than 60 days, prior to any meeting. Only matters stated on the meeting notice may be discussed at the Member meetings. The Members must keep a record of all decisions made as well as meeting minutes. Members may vote in person, by proxy, or by telephone or similar electronic means.

6.6 Acting by Proxy. Each Member may authorize a person or persons to act on its behalf by proxy on all matters for which the Member is entitled to participate, including voting, participating at a meeting, and waiving notice of a meeting. All proxies must be signed by the Member or its attorney-in-fact. No proxy is valid after 11 months from the date thereof unless otherwise provided in the proxy. All proxies are revocable at any time by the Members that executed them.

6.7 Voting. Except where a greater vote is specifically required by this Agreement, the Act, or the Articles, any matter requiring the vote or consent of Members will only pass upon at least receiving the affirmative vote or consent of Members holding a majority (more than 50%) of all Company Interests. Each Member is entitled to vote on any matter submitted to a vote of the Members by any Member. In addition, each Member has the right to vote on the following matters: (A) the dissolution of Company pursuant to this Agreement, (B) the merger or consolidation of company, (C) any transaction involving an actual or potential conflict of interest between a Member and Company, (D) any amendment or repeal of any provision of this Agreement or the Articles, and (E) the sale, exchange, lease, or other transfer of all or substantially all of Company's assets other than in the ordinary course of business. When choosing to provide its vote or consent, each Member has the right to consider any factors or interests it so desires, including its own, and has no duty or obligation to consider the interest of Company or any other individual or entity. No voting matter will require unanimous consent of the Members except as specifically provided in this Agreement. No person or entity owning an interest in Company may vote at a Member meeting without first being admitted as a Member according to this Agreement.

6.8 Consent Procedure. Members may choose to take any action required or permitted to be taken at an annual or special Member meeting instead by providing their written consent without first having a vote, meeting, or prior notice. Such consent must clearly indicate the action to be taken and be signed and dated by at least the minimum number of Members necessary to authorize such action if it were to be submitted for vote. Any Member not consenting to such action must receive prompt notice of any action authorized by this consent procedure.

6.9 Voluntary Withdrawal. No Member is entitled to Voluntarily Withdraw from Company

or receive the fair market value of its Company interest at any time prior to Company's termination, except upon the unanimous consent of all Members or as otherwise provided herein upon the dissolution and winding up of Company affairs. No Member that Voluntarily Withdraws has the right to continue to receive distributions under this Agreement.

6.10 Involuntary Withdrawal. Upon the Involuntary Withdrawal of a Member, the successor or legal representative of such Member will not become a Company Member, but will become an Unadmitted Holder of an ownership interest in Company entitled to the rights of an assignee of an interest in a limited liability company as provided under the Act, except that such Unadmitted Holder will have no right to receive the liquidated fair market value of the involuntarily withdrawn Member's Company Interest as of such Member's Involuntary Withdrawal.

6.11 Buy Back. Upon a Member's Voluntary Withdrawal or Involuntary Withdrawal in accordance with this Agreement, the remaining Members will have the right to purchase the withdrawing Member's Company Interest within 60 days of the withdrawal, as valued by an independent firm. The remaining Members may divide such Company Interest in any manner they agree upon or else in proportion to each Member's then-existing Company Interest. If such purchase is not finalized within 60 days, then the withdrawing Member, or its estate, if deceased, will keep the Company Interest as an Unadmitted Holder.

6.12 Tax Disclosure

- a. Each Member hereby acknowledges that Company has directed such Member to seek independent advice regarding the applicable provisions of the Code and the income tax laws of any state or municipality in which such Member may reside, and the tax consequences of the acquisition, ownership, and transfer at death of the Units. Each Member represents that such Member has consulted his or her own tax advisor or has knowingly chosen not to consult his or her own tax advisor regarding the tax consequences of the acquisition, ownership, and disposition of the Units and that such Member is not relying on Company or its employees, officers, directors, attorneys, or accountants for any tax advice.
- b. Each Member understands that Company is a pass-through entity for income tax purposes and that, as such, each Member will be required to include its allocable share of Company's income, gain, loss, and deduction in such Member's taxable income regardless of whether Company makes a distribution to such Member. As a result, a Member could be subject to taxes with respect to the Units even though Company does not make a distribution to such Member.

ARTICLE VII

EXCULPATION AND INDEMNIFICATION

7.1 Exculpation and Indemnification. The Members will not be liable for any loss to Company except to the extent such limitation is prohibited by state law. Company will indemnify to the fullest extent permitted by law each officer and Member against any losses, claims, damages, or liabilities (including legal or other expenses reasonably incurred in such investigation or defense), joint or several, arising out of their direct or indirect actions taken on behalf of Company except for such acts that constitute gross negligence, willful misconduct, fraud, or breach of this Agreement. Notwithstanding anything to the contrary herein, Company will not indemnify any Person in accordance with the preceding sentence with respect to any criminal action or proceeding unless such Person had no reasonable cause to believe that his or her conduct was unlawful.

ARTICLE VIII

TRANSFER OF MEMBERSHIP INTERESTS

8.1 Transfer of Company Interests or Units. No Member may assign, sell, attach, hypothecate, bequeath, or otherwise in any manner, whether voluntarily or involuntarily, transfer or dispose of its Units (a "Transfer"), or any interest therein, without the unanimous prior written consent of the Members, which consent may be withheld or granted in their sole and absolute discretion, and any purported Transfer of such Units without such consent will be void. No Transfer otherwise permitted according to this Article will be valid unless the following provisions are also met: (A) the Transfer does not require registration of the Interest under any federal or state securities laws; (B) the transferee signs and delivers a written instrument to Company agreeing to be bound by the terms of this Agreement and also delivers the transferee's taxpayer identification number and initial tax basis in the transferred interest; and (C) the Transfer will not cause Company to terminate pursuant to Code Section 708 or bring Company under the purview of the Investment Company Act of 1940, as amended. Upon any Transfer of Units by a Member properly occurring according to this Section, any then-existing Members or Managers will have the right of first refusal to purchase such Units before the Units are offered to a third party.

ARTICLE IX

BOOKS, RECORDS, AND ACCOUNTING

9.1 Review of Books and Records. The Members may establish standards for maintaining the confidentiality of Company's Confidential Information. The Members may, in good faith, determine what information should be treated confidentially. The Members will maintain complete and accurate books and records of Company's business and affairs as required by the Act and cause Company's books to reflect the transactions of Company in accordance with tax accounting principles employed in preparing Company's federal income tax returns. Company books and records will be kept at Company's registered office or such other place as the

Members may determine. Subject to the foregoing restrictions, any Member or Unadmitted Holder, or its authorized agents, employees, or representatives, is authorized to review and inspect Company documents and information for any purpose reasonably related to such Member's or Unadmitted Holder's interest in Company, including any documents or information required by law to be open for Member inspection. A Member or Unadmitted Holder that so desires to inspect Company's books, records, and other Confidential Information must make such a request in writing at least 10 days prior to the requested inspection date and must indicate in the request the nature and purpose of the review in connection with their interest in Company. Inspection of Company's Confidential Information must be performed on Company property, with such Member or Unadmitted Holder bearing any associated costs.

9.2 Fiscal Year and Accounting Methods. Company's fiscal year will align with the calendar year. Company will follow accounting methods and principles as determined by the Members from time to time.

9.3 Reports. The Members will be responsible for providing each Member reports summarizing Company's financial and operational conditions and each Member's Capital Account and share of profits and losses at such times as the Members may determine, but not less than annually.

9.4 Tax Matters Member; Tax Audits; Income Tax Elections. The Members may appoint a Member to act as the "tax matters partner" of Company, as defined in Section 6231(a)(7) of the Code. Each Member agrees to so act if so appointed and in such case will act in accordance with the applicable provisions of the Code and Treasury Regulations promulgated under the Code. All costs incurred in connection with such status, including legal and accounting costs, will be Company expenses. Notwithstanding any provision to the contrary herein, neither the tax matters partner nor Company is obligated to defend any Member against any claim asserted by the Internal Revenue Service or any state, local, or foreign tax authority of additional tax liability arising out of the ownership of an interest in Company; to pay any legal or accounting costs of an audit of a Member's tax return, even if an audit is occasioned by an audit of Company's tax return; or to reimburse any Member for any additional tax liability (including interest and penalties) resulting from an audit. The Members may, in their sole and absolute discretion, make the election under Section 754 of the Code and any other income tax election that may be made only by Company and not by individual Members.

9.5 Tax Treatment. The Members intend that Company will be treated as a "pass-through" entity for federal and state tax purposes and will therefore not be subject to any entity-level taxation.

ARTICLE X

DISSOLUTION AND WINDING UP

10.1 Events Causing Dissolution and Winding Up. Company will be dissolved and its affairs wound up at any time that there are no remaining Members or upon the occurrence of any of the following events:

- a. An entry of a decree of judicial dissolution of Company pursuant to the Act;
- b. At any time, or upon the occurrence of an event, specified in the Articles or this Agreement;
- c. Upon the sale or distribution of all of Company's assets, unless determined by the Members that it would be advisable to continue the existence of Company, in which case Company will continue in existence until the Members may cause Company to dissolve;
- d. Upon the consent of Members holding a majority of all Company Interests to Company's dissolution; or
- e. Upon the death, withdrawal, expulsion, bankruptcy, or dissolution of a Member or the occurrence of any other event that terminates the membership of Company Member unless within eighty-nine (89) days after the dissociation of the Member a majority of the remaining Members consent to continue the business of Company and to the admission of one or more Members, if and as necessary.

10.2 Continuation of Business. The dissociation of a Member by any means that ceases its membership will not by itself cause Company's dissolution.

10.3 Winding Up

- a. Upon Company's dissolution, the following actions will be taken:
 - i. The Managers or liquidating trustee (if appointed by the Managers or, if there is no Manager, by Members holding a majority of the Units) will cause Company's accountants to prepare, in accordance with accounting principles consistently applied with prior periods, a balance sheet of Company as of the dissolution date.
 - ii. *Subject to the provisions of this Section, Company assets will be liquidated by the Members or liquidating trustee as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice. During such period, the business of Company, and its liquidation, will be managed by the Members or liquidating trustee, as applicable.*
 - iii. The assets of Company will be applied and distributed as follows, and in the following order of priority: (A) to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company liabilities inclusive of all liquidation and wind-up costs and expenses (whether by payment or the making of reasonable provision for payment thereof) other than liabilities to Members on account of their Capital

Accounts; (B) to establish a fund as may be reasonable to provide for any contingent liabilities or obligations of Company, with such excess funds not needed for this purpose being paid as hereinafter provided; (C) where previously unapplied and restricted by law under Section 10.3(a)(iii)(A), to repay any loans or advances made by any Member to Company, with such payment being paid on a Pro Rata Basis if insufficient funds exist to satisfy all such loans or advances; and (D) the balance, if any, to the Members and any Unadmitted Holders in proportion to their Company Interests as of the date immediately preceding the liquidation of Company but after providing for any tax allocations as provided under Section 2.9.

- b. Notwithstanding the provisions of Section 10.3(a)(ii) hereof, Company may (but will not be required to) liquidate any asset then held by Company unless such liquidation is required to satisfy the liabilities of Company. Any such asset not liquidated will be distributed to the Members in accordance with (and subject to the priorities of) Section 10.3(a)(iii) hereof.
- c. Notwithstanding Section 2.8 hereof, each item of income, gain, loss, or deduction comprising Profits or Losses arising out of the disposition of Company property during the course of liquidation of Company (or which would result if property to be distributed to the Members in kind were instead to be sold at fair market value) will be allocated among the Members for the current taxable year and succeeding taxable years in such manner as will, to the extent possible, (A) eliminate any Adjusted Capital Account Deficit, and (B) cause the Capital Account balances of each Member to be in proportion to its respective Company Interest.
- d. If, in the determination of the Members or liquidating trustee, as the case may be, managing the liquidation of Company in accordance with Section 10.3(a)(ii) hereof, the reserves set up in accordance with Section 10.3(a)(iii)(B) hereof are inadequate for any reason to satisfy all of Company's liabilities and obligations, then no further distribution will be made until such time as, in such Members' or liquidating trustee's judgment, Company has all amounts necessary to satisfy all such liabilities and obligations.
- e. Company will terminate when, in accordance with this Section 10.3, all assets of Company, after payment of, or due provision for, all obligations or liabilities to Company creditors, will have been distributed to the Members. Upon such termination, the Members or liquidating trustee managing the liquidation of Company in accordance with Section 10.3(a)(ii) hereof will cause to be filed a certificate of cancellation and any and all other documents required to be filed in connection with the dissolution and termination of Company.

10.4 Deficit Account Balances. No Member or Unadmitted Holder will be required to contribute capital to Company in order to restore a deficit Capital Account balance to zero nor will have the right of contribution from other Members or Unadmitted Holders with respect to restoring such deficit.

ARTICLE XI

MISCELLANEOUS

11.1 Applicable Law. This Agreement will be governed by and construed in accordance with the internal laws, and not the laws of conflicts or choice of law, of the State of Montana.

11.2 Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the Parties and, subject to Article VIII, their respective legal representatives, successors, executors, personal representatives, heirs, and distributees.

11.3 Notices. All notices or other communications required or permitted to be given hereunder will be in writing and will be delivered by hand or sent, postage prepaid, by registered, certified, or express mail or reputable overnight courier service or by telecopier and will be deemed given when so delivered by hand or, if mailed, three days after mailing (one business day in the case of express mail or overnight courier service), addressed to each Person to whom such communication is required to be given hereunder to the address of Company, or to such other address or electronic communication number as may be designated by notice given by any Member or other Person entitled to such notice to Company in the manner set forth above, and to Company at its principal office.

11.4 No Waiver. The failure to enforce or waiver of any breach of this Agreement will not operate as a waiver of any other breach of this agreement.

11.5 Amendment. This Agreement may be amended at any time upon the vote of Members holding at least a majority of all Company Interests, except unanimous written consent of all Members will be required for any proposed amendment that would have the effect of increasing the liability of any Member, changing the required contributions of any Member, changing any Member's rights in distributions from Company, or changing any Member's rights upon liquidation of Company. The Members will consult with Company's legal counsel, if any, to determine whether or not a proposed amendment requires unanimous consent.

11.6 Dispute Resolution. The Parties may resolve any and all disputes arising out of or relating to this Agreement through voluntary negotiation or mediation. Any Party may decide to forego or stop negotiation or mediation at any time. The Parties hereto agree that any and all disputes, claims, or controversies arising out of or relating to this Agreement that are not resolved by their mutual agreement through voluntary negotiation or mediation will be submitted to final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection. The arbitration hearing shall take place in Montana, or where otherwise agreed by the Parties, before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11.7 General Provisions. This Agreement supersedes any prior written or oral agreement or

negotiation among the Parties hereto and represents the entire agreement of the Parties as to the subject matter hereof. If any provision of this Agreement will be held or deemed by a final order of a competent authority to be invalid, inoperative, or unenforceable, such circumstance will not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable, but this Agreement will be construed as if such invalid, inoperative, or unenforceable provision had never been contained herein so as to give full force and effect to the remaining such terms and provisions. The headings in this Agreement are for convenience of reference only and will not limit or otherwise affect the meaning of this Agreement. No Party hereto, nor its counsel, will be deemed to be the drafter of this Agreement, and all provisions herein will be construed in accordance with their fair meanings and not strictly for or against any Party hereto. All references herein to the masculine, feminine, or neuter gender will be deemed a reference to all genders according to the context, and all nouns will be construed either in the singular or plural as appropriate. This Agreement may be executed in any number of counterparts, and each counterpart will for all purposes be deemed an original. All counterparts will together constitute but one and the same agreement and be binding on all Parties as if all Parties had signed the same document.

11.8 Further Action and Documents. Each Party agrees to execute, acknowledge, and deliver such additional instruments and documents, and to do all such further acts and things, as may be required by law, or as may be deemed necessary or appropriate by the Members to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement.

11.9 Agency. Except as may be otherwise expressly provided herein, nothing contained in this Agreement will be construed to mean that any Member is the agent, or has any duty to act as the agent, of any other Company Member.

11.10 Incorporation by Reference. All schedules, exhibits, or appendices attached hereto and referenced herein are incorporated into this Agreement by reference.

THE MEMBERSHIP INTERESTS EVIDENCED BY THIS AGREEMENT (THE "COMPANY INTERESTS") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH ANY APPLICABLE FEDERAL, STATE, OR FOREIGN SECURITIES LAWS.

IN WITNESS WHEREOF, the Parties execute this Agreement on the attached signature pages, immediately following, as of the date set forth on the title page hereto.

NOTARY ACKNOWLEDGMENT

STATE OF MONTANA
COUNTY OF Zavalli

On 11/4/19, before me, Adam G. Ducharme, personally appeared **Jeffrey Marvin Jessop**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the attached MEMBER SIGNATURE PAGE and acknowledged to me that he or she executed the same in an authorized capacity, and executed the instrument by signing his or her signature.

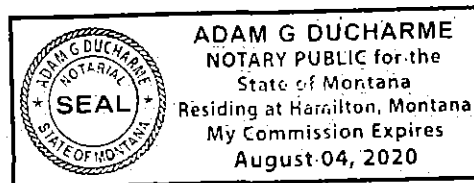
I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Print: Adam G. Ducharme My Commission Expires: 8-4-2020

Sign: [Signature] [Affix seal]

NOTARY PUBLIC



MEMBER SIGNATURE PAGE

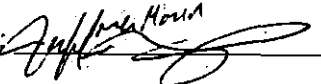
By affixing its signature to this Member Signature Page, Jeffrey Marvin Jessop, the undersigned, hereby executes the Limited Liability Company Operating Agreement (the "Agreement") of Hlamar Properties, LLC, effective as of 11-1-2019 and understands and agrees to be bound by all terms and provisions thereof.

IN WITNESS WHEREOF, the undersigned hereby executes the Agreement as of the date set forth on the title page thereto by executing this Member Signature Page as of the date written below.

Jeffrey Marvin Jessop

Address: 535 Arley Lane

Corvallis MT 59828

Signed:  Dated: 11-4-2019

Print: Jeffrey Marvin Jessop

MEMBER SIGNATURE PAGE

By affixing its signature to this Member Signature Page, Joseph Benjamin Jessop, the undersigned, hereby executes the Limited Liability Company Operating Agreement (the "Agreement") of Ilamar Properties, LLC. effective as of 11-4-19 and understands and agrees to be bound by all terms and provisions thereof.

IN WITNESS WHEREOF, the undersigned hereby executes the Agreement as of the date set forth on the title page thereto by executing this Member Signature Page as of the date written below.

Joseph Benjamin Jessop

Address: 187 E. 12th Street

Pinesdale MT, 59841

Signed: Joseph B Jessop Dated: 11-4-19

Print: Joseph B Jessop

NOTARY ACKNOWLEDGMENT

STATE OF MONTANA
COUNTY OF Ravalli

On 11/4/19, before me, Adam G. Ducharme, personally appeared **Joseph Benjamin Jessop**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the attached MEMBER SIGNATURE PAGE and acknowledged to me that he or she executed the same in an authorized capacity, and executed the instrument by signing his or her signature.

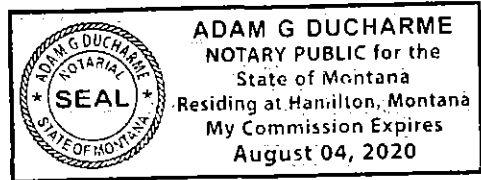
I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Print: Adam G. Ducharme My Commission Expires: 8-4-2020

Sign: [Signature] [Affix seal]

NOTARY PUBLIC



**SCHEDULE I
CAPITAL CONTRIBUTIONS AND UNITS**

Member Name	Capital Contribution	Capital Value	Units	Company Interest
Andrew Lynn Jessop	\$56,000.00 cash	in \$56,000.00	340,000	34%
Jeffrey Marvin Jessop	\$56,000.00 cash	in \$56,000.00	330,000	33%
Joseph Benjamin Jessop	\$56,000.00 cash	in \$56,000.00	330,000	33%

Total Units Available = 1,000,000

EXHIBIT A DEFINITIONS

"Act" means the most recent Montana Limited Liability Company Act, as amended from time to time, and any successor to such statute.

"Adjusted Capital Account Deficit" means, with respect to any Member for any taxable year or other period, the deficit balance, if any, in such Member's Capital Account as of the end of such year or other period, after giving effect to the following adjustments: (A) Credit to such Capital Account any amounts that such Member is obligated to restore or is deemed obligated to restore in accordance with this Agreement or as described in the Treasury Regulation Section 1.704-1(b)(2)(ii)(c); and (B) Debit to such Capital Account the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

"Book Value" is the book value of the asset as of the last day of the month preceding the offer to sell the asset. If the parties to the transaction cannot agree on a book value, then a certified public accountant will be retained within 30 days to determine the book value according to normally accepted accounting principles in such industry and for such a transaction.

"Capital Contribution" as of any date with respect to any Member means the sum of money and the fair market value, as determined by the Members, of any other property (net of liabilities) contributed to Company as capital.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Interest" means a Member's or Unadmitted Holder's entire economic right, title, and ownership interest in Company at any particular time.

"Involuntary Withdrawal" means, with respect to any Member, the occurrence of any of the following events:

- a. The Member becomes bankrupt;
- b. If the Member is an individual, the Member's death or the adjudication by a court of competent jurisdiction that the Member is incompetent to manage the Member's person or property;

- c. If the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;
- d. If the Member is a partnership or another limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company;
- e. If the Member is a corporation, the dissolution of the corporation or the revocation of its charter; or
- f. If the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the limited liability company.

"Losses" means, for each taxable year or other period, an amount equal to Company's items of taxable deduction and loss for such year or other period, determined in accordance with Section 703(a) of the Code (including all items of loss or deduction required to be stated separately under Section 703(a)(1) of the Code), with the following adjustments:

- a. Any expenditures of Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures under Treasury Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Loss, will be considered an item of Loss;
- b. Any items specially allocated pursuant to Section 3.3(b) will not be considered in determining Profit; and
- c. Any decrease to Capital Accounts as a result of any adjustment to the book value of Company assets pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(f) or (g) will constitute an item of Loss.

"Member" means the initial Members, and such other Persons, if any, admitted to Company as additional Members pursuant to Section 3.4, in their capacities as Members of Company.

"Party" means each Member that executes this Agreement.

"Person" means any individual, partnership, corporation, limited liability company, joint venture, association, trust, unincorporated organization, or other governmental or legal entity.

"Profits" means, for each taxable year or other period, an amount equal to Company's items of taxable income and gain for such year or other period, determined in accordance with Section 703(a) of the Code (including all items of income and gain required to be stated separately under Section 703(a)(1) of the Code), with the following adjustments:

- a. Any income of Company that is exempt from federal income tax and not otherwise taken into account in computing Profit will be added to Profit;
- b. Any items specially allocated pursuant to Section 2.8(b) will not be considered in determining Profit; and
- c. Any increase to Capital Accounts as a result of any adjustment to the Book Value of Company assets pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(f) or (g) will constitute an item of Profit.

"Pro Rata Basis" means an allocation of the referenced distribution or other item among the Members in proportion to each Member's Company Interest.

"Tax Advance" has the meaning set forth in Section 4.3.

"Transfer" has the meaning set forth in Section 8.1.

"Unadmitted Holder" means any Person who owns an ownership interest in Company as an unadmitted economic transferee of or successor-in-interest to a Company Interest.

"Units" has the meaning as set forth in Section 3.2, and, with respect to any Member, means the number of Units set forth in Schedule I hereto as the Units owned by such Member, as the same may be amended from time to time.

"Voluntary Withdrawal" means a Member's dissociation with Company by means other than a Transfer or an Involuntary Withdrawal.

Instructions for Your LLC Operating Agreement

Besides being required in some states, there are many reasons why LLC operating agreements are a vital tool for any limited liability company regardless of its state of incorporation. Most importantly, LLC operating agreements help you avoid internal conflict that often occurs when companies do not have a predefined roadmap that defines its structure and ground rules. This is essential for avoiding the types of misunderstandings that often prevent young companies from getting up on their feet. The provisions in your LLC operating agreement should leave no room for ambiguity.

LLC operating agreements are becoming the go-to device for helping shield company Members from personal liability (or individual liability for Members that are business entities). This is accomplished by clauses throughout the agreement that work to distinguish the LLC from the partnership or sole proprietor business forms. These forms are directly tied to the ownership so as to require personal liability for most obligations of the business. Furthermore, the exculpation (defense) and indemnification (repayment) clauses in LegalNature's LLC operating agreement work to ensure that any Members or Managers will be defended by the LLC under most scenarios where they could be attached personally.

The state default rules will apply to all LLCs without operating agreements or where such operating agreements do not touch on a particular rule discussed under the state LLC Act. This makes it all the more important to have a thorough and clearly drafted agreement. State default rules are not tailored to the specific circumstances of your business and can therefore be very detrimental at times. LLC operating agreements enable you to avoid many potentially default rules that could hurt your company later on.

The following information will help you create a well-written LLC operating agreement using LegalNature's intuitive and easy form builder that clearly establishes the relationships among all the Members, each Member's and Manager's (if any) responsibilities to the LLC, as well as set up the ground rules for how important decisions concerning the LLC will be made. It will include managerial responsibilities, provisions for abiding by state and federal business and tax laws, voting rights and procedures, meeting guidelines, how profits and losses will be divided, and more.

Member Information

After entering in the background information about the company, you will need to enter each Member's name, capital contribution, and ownership percentage. Describe all types of capital contributed, which could be any type of asset, such as cash, real estate, intellectual property, or personal property. You should also include the value of each asset as well as the total value of all

capital contributed by each Member. Each Member's ownership percentage represents the percentage of the LLC it owns and will be a factor in determining its voting power and distribution rights, as well as its allocation of profits and losses. The ownership percentages should all add up to 100%; so, for instance, if there are three Members splitting ownership equally, then you would enter 33.33% for each.

Management

You will also need to indicate whether you want the LLC to be managed by its Members or whether you want to appoint Managers to handle the day-to-day responsibilities. There are pros and cons to each option, and the decision comes down to your company's unique circumstances. There are many online guides that discuss the various considerations in more detail. However, one of the main considerations is whether the Members prefer to remain passive investors, with no managerial responsibility, or whether the Members will be directly involved in running the company operations. Remember that a Manager may also be a Member, and there may be multiple Managers. Often, what occurs for LLCs is that one Member will also be appointed as the Manager and will therefore contribute less initial capital since it will be contributing to the LLC by managing its operations. Such a Manager's ownership interest in this situation is often referred to as "sweat equity," because the Manager's interest comes from its work for the LLC instead of purely from contributing capital.

Voting

Deciding how votes will be passed is another important issue for the Members to determine in the operating agreement. Your agreement will automatically require unanimous consent of all Members on issues that are extremely important to the survival of the LLC and to each Member's ownership interest. However, you will need to decide whether other issues will require an affirmative vote by Members holding a majority of all company ownership interests in order to pass or whether a simple majority of the total number of Members will be required (one Member, one vote). The first option is a higher threshold to meet and is therefore a more conservative way to pass decisions. You should also consider whether the voting structure you choose will allow for the possibility of a tied vote. This can happen, for instance, if you choose the second option and there are an even number of Members. In that scenario, half the Members could vote for a proposition and half could vote against it, resulting in a deadlock. Deadlocks can be frustrating for a company to deal with; however, some LLCs choose to allow these to occur, having the mindset that a proposition should not pass unless a true majority exists (say with three out of four members voting to pass it). One way to avoid deadlocks would be to choose the second option and have an odd number of Members or choose the first option and make sure that the ownership percentages cannot be divided in such a way as to be 50% - 50%.

Tax Treatment

With this question, you should indicate any tax treatment already selected on the articles of organization (called the certificate of formation in some states). If you did not select a tax treatment on that document, then you should indicate how you plan for the LLC to be taxed. The standard tax treatment is for the LLC to be taxed as a pass-through entity, meaning the Members will only be taxed once on the income they receive. This same tax treatment will be applied if you select "S corp tax treatment," which is the tax treatment for small, closely held corporations that meet certain requirements of the IRS. If you select "C corp tax treatment," then you will be taxed twice, as would a normal corporation, at both the entity and personal levels. However, there may be instances when this treatment is desirable and can result in overall savings to the Members. Again, there are numerous online guides that go into more detail about this decision-making process. You should consult a tax attorney or financial advisor if you have any doubts.

Final Steps

To execute the document, all Members and any Managers will need to sign the signature pages attached. Each Member and Manager (if any) should fully review the document and consult with their own independent attorneys or financial advisors, if necessary. Each signing party should have its signature witnessed by a notary public to help ensure the validity of the document will never be questioned. Distribute copies of the final executed document to all parties, including all signature pages.

John Kellogg

From: John Kellogg <johnk@pcimontana.com>
Sent: Wednesday, October 13, 2021 9:22 AM
To: Jeff Cyr
Cc: Jon Reichard; Sheila Cather
Subject: FW: [EXTERNAL] FW: BFE Phase 1 Plan Set

FYI – 42'?

From: Brandon E. Dewey <brandon@townofstevensville.com>
Sent: Wednesday, October 13, 2021 9:20 AM
To: John Kellogg <johnk@pcimontana.com>
Cc: Steve Kruse <steve@townofstevensville.com>
Subject: RE: [EXTERNAL] FW: BFE Phase 1 Plan Set

Good morning John,

Steve and I have reviewed the plans for Phase 1 of Burnt Fork Estates. Plans for water & sewer infrastructure look good, however we found that the cul de sac is R=40' where our master streets plan calls for a minimum of R=42' (Top back of curb). Otherwise, all street specifications *exceed* current standards in the master plan, which we welcome and appreciate.

Thanks,



Brandon E. Dewey

Mayor

Phone: 406-777-5271

Mobile: 406-214-5995

Email:

brandon@townofstevensville.com

206 Buck Street
Stevensville, MT 59870

www.townofstevensville.com



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From: John Kellogg <johnk@pcimontana.com>
Sent: Tuesday, September 7, 2021 11:33 AM
To: Brandon E. Dewey <brandon@townofstevensville.com>
Cc: Steve Kruse <steve@townofstevensville.com>; Jeff Cyr <jeffc@pcimontana.com>; Andy Mefford <andym@pcimontana.com>; Mary O'Connell <maryo@pcimontana.com>
Subject: [EXTERNAL] FW: BFE Phase 1 Plan Set


CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Brandon/Steve,

Attached are plans for Phase 1 of Burnet Fork Estates. We would request review of these in anticipation of construction as soon as feasible.

Thank you for your attention to this request. Please let me know if you need additional information.

Thanks, John

John E. Kellogg 
Principal Planner
3115 Russell St / PO Box 1750
Missoula, MT 59806
(406) 728.1880 / (406) 728.0276 fax
johnk@pcimontana.com
www.pcimontana.com

From: Sheila Cather <sheilac@pcimontana.com>
Sent: Tuesday, August 24, 2021 3:09 PM
To: John Kellogg <johnk@pcimontana.com>
Cc: Jeff Cyr <jeffc@pcimontana.com>
Subject: BFE Phase 1 Plan Set

I have attached the BFE Phase 1 Plan Set.

Sheila D. Cather 
CAD Designer
Professional Consultants Inc.
3115 Russell St / PO Box 1750
Missoula, MT 59806
(406) 728.1880
sheilac@pcimontana.com
www.pcimontana.com

From: bob@abelintraffic.com
To: [John Kellogg](#)
Cc: [Jeff Cyr](#)
Subject: Re: Update to Burnt Fork Estates Traffic Study
Date: Thursday, February 16, 2023 11:52:34 AM

John, it is my understanding that the City of Stevensville has some questions regarding some of the traffic data presented in the 2022 TIS update for the Burnt Fork Estates project. These questions were regarding the traffic data from Figure 1 of the report which showed average daily traffic volumes on the study roadways. The data on the figure shows 2019 traffic data while the updated volumes from Table 1 show 2020 data from MDT. It should be noted that 2021 data was not available yet from MDT when the updated traffic report was published in early 2021 as the previous years data is not typically available from MDT until later the following year (March or April 2021).

The comparative data for the two years of traffic data is as follows:

Year	2019	2020
Middle Burnt Fork W of Logan Rd #091321F	1,475	1,496
E Side Hwy E of Main Street #41-1-016	3,339	3,386
East Side Hwy N of Valley View St #41-1-012	4,939	5,008
Logan Lane N of Middle Burnt Fork Rd (ATS 2020)	2,855	No Data Available

The MDT traffic data from 2020 is approximately 1% higher than 2019 data shown in Figure 1 and is consistent with all historic traffic volume data for this area. While it may have been appropriate to change the traffic volumes presented in Figure 1 to the most recent 2020 data, the volumes were intended for general reference only and were not used for any traffic calculations within the 2022 report update. If you have any additional questions regarding this project or the TIS update please give me a call.

--
Bob Abelin P.E. PTOE
Abelin Traffic Services
406-459-1443

Jenelle Berthoud

From: Steve Gibson
Sent: Monday, February 27, 2023 10:52 AM
To: Jenelle Berthoud
Subject: Fwd: [EXTERNAL] Fw: Final Plat approval

Sent from my iPhone

Begin forwarded message:

From: Greg Overstreet <greg@overstreetlawgroup.com>
Date: February 27, 2023 at 10:13:43 AM MST
To: Steve Gibson <steve.gibson@townofstevensville.com>
Subject: [EXTERNAL] Fw: Final Plat approval

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Greg Overstreet <greg@overstreetlawgroup.com>
Sent: Monday, February 27, 2023 9:12 AM
To: Colleen Dowdall <colleen@dowdall-law.com>
Cc: Simpson, Fred <simpsonf@hallevans.com>
Subject: Re: Final Plat approval

Please resend the covenants.

I leave it up to your client's team to provide the correct DNRC form.

From: Colleen Dowdall <colleen@dowdall-law.com>
Sent: Friday, February 24, 2023 10:26 AM
To: Greg Overstreet <greg@overstreetlawgroup.com>
Cc: Simpson, Fred <simpsonf@hallevans.com>
Subject: Re: Final Plat approval

Dear Greg:

John Kellogg believes that the form he submitted is the correct one for transfer of water rights to the town of Stevensville. However, he will check in with DNRC. Your letter asked for the documents establishing incorporation of the homeowner's association which we

supplied. The covenants were submitted with the final plat packet submitted in January. If it is unavailable, let me know and I will ask John to send it to you.

We want to keep the March 9 hearing. It was advertised this week in the Bitterroot Star. If you identify anything that you believe forecloses the ability to have that hearing, please let me know.

Sincerely,
Colleen Dowdall
Dowdall Law
4900 Lower Miller Creek Road
Missoula, MT 59803
(406) 240-5949
colleen@dowdall-law.com

On Fri, Feb 24, 2023 at 9:19 AM Greg Overstreet <greg@overstreetlawgroup.com> wrote:
Colleen:

Thank you for the additional information you provided in your email below.

The Town checked with DNRC about the form to use to transfer the water rights. You or your client will need to fill out a Form 608 it appears. See attached email from DNRC.

Also, your email below says the covenants are attached; they were not. Please provide them.

Let the Town know if your client still wants to have the March 9, 2023 public hearing. If so, please let Jenelle, the Town Clerk, know by March 1, 2023 (the date pre-meeting packets go out to the Town Council). The Town is fine with keeping that date but just wants to make sure your client still wants it.

Greg

From: Colleen Dowdall <colleen@dowdall-law.com>
Sent: Thursday, February 16, 2023 4:16 PM
To: Greg Overstreet <greg@overstreetlawgroup.com>
Cc: Simpson, Fred <simpsonf@hallevans.com>; John Kellogg <johnk@pcimontana.com>
Subject: Final Plat approval

Dear Greg:

I am providing you with responses to your questions regarding setting a hearing for final plat approval of Phase I of Burnt Fork Estates. It is essential that we have the hearing on March 9, given the 30 day delay we experienced.

These are the response to your numbered issues:

Condition 3: Water Rights Deed

Jeff Jessop is authorized to sign on behalf of Ilamar Properties per the attached Operating Agreement Section 5.1. Jeff Jessop is also sole signatory for Aspen

Acres LLC.

Further, I am attaching the DNRC forms to transfer the water rights, signed by Jeff Jessop. These two forms will need to be signed by the Town of Stevensville and a date added for the transfer.

Condition 8:

You requested a copy of the MFE, which is attached.

Condition 10:

The condition states that "The developer shall provide verification from the Montana Department of Transportation (MDT) that details the potential impacts of Burnt Fork Estates on State highway facilities, and who is responsible for any required mitigation." The provided emails show this verification from the MDT that this is a Ravalli County issue. From MDT's perspective, no state highways are involved. The Emails from Ravalli County Road and Bridge Department show that the adopted pro-rata payments will cover all incurred cost for road share fees.

Condition 12:

The road plans were approved by the town - see attached email, which included the road Plan Set. As there is only one 250' cul-de-sac, it does not require any traffic calming.

Condition 19:

Dedication of the Common Area to the Homeowners Association is stated on the face of the Final Plat, as always:

"Further, the Common Area shown hereon is hereby dedicated and donated to the Burnt Fork Estates Homeowners Association,"

And the Covenants outline the agreement for managing the Common Areas.

Condition 23:

The Articles of Incorporation Certification by the Montana Secretary of State is attached.

Condition 28:

Prior to construction of the project the Town required the updated traffic study that was produced in January, 2022. The original study and this updated study were conducted by Abelin Traffic Services. We are attaching an email verifying this data from Mr. Abelin P.E. If the Town's engineer has a question regarding this data, we will gladly put them in contact with Abelin Traffic Services.

Greg, I don't believe that your comments under the rules you are operating under, allow you to do any more than comment and that the hearing on the final plat cannot be delayed if these responses do not meet with your approval. The mayor may take the hearing off of the agenda for thirty days for your comments. If you do not agree and you believe that the hearing can be delayed, please let me know so that my client and I can seek a resolution to delaying this for more than another month.

You will note I copied Fred Simpson with this email. This is all very awkward and I don't want to overstep who I can respond to. I settled on the theory that you sent the letter to me so I am responding to you.

Sincerely,

Colleen

Jenelle Berthoud

From: Musso, Garrett <Garrett.Musso2@mt.gov>
Sent: Wednesday, February 22, 2023 7:48 AM
To: Jenelle Berthoud
Subject: [EXTERNAL] RE: Water Form Questions

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jenelle,

Thank you for reaching out! To clarify, the form 641 is intended to divide a water right between owners (creating multiple rights), while a 608 transfers ownership of a water right (leaving it intact). As far as a timeline, there's no deadline to send the initial form. Once we receive the form, you can expect a response in 1-2 weeks. If everything looks good, we'll be able to process the transfer right away. If there is an issue with the form (i.e., there is a missing deed), you will have 60 days to resolve the issue.

I hope this clarifies things. If you have any further questions, please don't hesitate to reach out!

Best,

Garrett Musso

Water Rights Adjudication Specialist
Department of Natural Resources & Conservation
Water Resources Division

Garrett.musso2@mt.gov
406.542.5888

From: Jenelle Berthoud <jenelle@townofstevensville.com>
Sent: Tuesday, February 21, 2023 12:29 PM
To: Musso, Garrett <Garrett.Musso2@mt.gov>
Subject: [EXTERNAL] Water Form Questions

Garrett,

My name is Jenelle Berthoud, Town Clerk for the Town of Stevensville and we spoke last week over the phone about the difference between transferring water rights and dividing interest of water rights. I am just needing clarification on the form and its number for the Transferring of water rights from one owner to another owner, that being the Town of Stevensville. I have form number 608 for the transferring of water rights and form number 641 being the divided interest paperwork. If I am correct on the form number 608 for the transferring of water rights is there a timeline on the paperwork being turned into DNRC and a response back to the owner and or the Town of Stevensville? Thank you in advance for your assistance. Have a nice week.

Jenelle Berthoud, Town Clerk
Town of Stevensville
206 Buck St

Stevensville, MT 59870
406-777-5271 Ext 102

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