

Date: January 31, 2023

To: Regan Fruh  
Gallatin County Planning Dept.  
311 W. Main St.  
Room 108  
Bozeman, MT 59715

Project No.: 3958.019.042

RE: Buck's T-4 BLR

**We are sending you the following items:**  Attached  Under separate cover via

Shop Drawings  Prints  Plans  Specifications  Change Order

Copy of Letter  Contract Documents  Pay Request  Addendum  Other: \_\_\_\_\_

Copies	Date	No.	Description
7	1/31/2023		Buildings for Lease or Rent Application Package
1	1/31/2023		Buildings for Lease or Rent Application Package (electronic)


**THESE ARE TRANSMITTED as checked below:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> For approval                       | <input type="checkbox"/> No exceptions taken    | <input type="checkbox"/> Submit specified item            |
| <input type="checkbox"/> For your use                       | <input type="checkbox"/> Make corrections noted | <input type="checkbox"/> Prints returned after loan to us |
| <input type="checkbox"/> As requested                       | <input type="checkbox"/> Revise and resubmit    | <input type="checkbox"/> For your files                   |
| <input checked="" type="checkbox"/> For review and comments | <input type="checkbox"/> Rejected               | <input type="checkbox"/>                                  |

**REMARKS:**

- Buildings for Lease or Rent Application for Minor Sub 373A, Tract 1 (Buck's T-4)
- Submitted concurrently with CUP

Copy to:

Signed:  \_\_\_\_\_

# **Buildings for Lease or Rent Application**

**Lot 1 Minor Subdivision 373A**

**Workforce Housing Dormitory**

**January 2023**

*Prepared for:*

**HF Buck's T-4 LLC**  
PO Box 160040  
Big Sky, MT 59716-0040

*Prepared by:*



engineers • surveyors • planners • scientists

PO Box 1113 · Bozeman, MT 59771  
406-587-0721 · F: 406-922-6702

MMI #: 3958.019

January 31, 2023

Gallatin County Planning Department  
311 West Main Street  
Bozeman, MT 59715

RE: Minor Subdivision 373A, Tract 1 (Buck's T-4)  
Building For Lease or Rent Application

Dear Ms. Fruh:

Please find attached the Buildings for Lease or Rent Application for Tract 1 of Minor Subdivision No. 373A also known as Buck's T-4. The primary objective of this BLR Application is to modify the existing BLR for this property to allow a proposed 12-unit workforce housing dormitory building.

A Conditional Use Permit is being submitted concurrently with this application. A COSA rewrite application has also been submitted to DEQ and the Gallatin City-County Health Department.

The following items are included in this submittal:

- BLR Application and Supporting Documents (7 copies + 1 electronic copy)
- Certification of Properties Owners List with one set of Mailing Labels
- Review Fee

Should you have any questions about this application don't hesitate to contact me, [mtuttle@m-m.net](mailto:mtuttle@m-m.net) or (406) 922-6739.

Sincerely,  
Morrison-Maierle, Inc.



---

Mason Tuttle, PE  
Civil Engineer

*We create solutions that build better communities.*



File No.: \_\_\_\_\_

## GALLATIN COUNTY Building for Lease or Rent Application

1. Applicant Name Matthew E. Kidd, HF Bucks T-4 LLC
2. Project Name Bucks T-4 Lodge
3. Description of Proposed Use  
One proposed 12-unit Workforce Housing Dormatory. Five existing buildings for seasonal workforce housing will be removed from the property.
4. Total Number of Buildings<sup>1</sup> 1 Total Acreage 9.69
5. Assessor Parcel#                    R   L   08   1   9   1   1   0  
DOR#        06        0339        08        1        01        35        0000  
                  (2)                    (4)                    (2)                    (1)                    (2)                    (2)                    (4)
6. Project Location (legal) Minor SUB 373, S08, T07 S, R04 E, Lot 1,  
ACRES 9.69, IN NE4NE4
7. Project Location (common) 46625 Gallatin RD, Big Sky MT 59716
8. Current Land Use Commercial Property - hotel, restaurant, bar, gift shop, employee housing
9. Zoning District Gallatin Canyon/Big Sky Zoning Designation C1
10. Fire District Big Sky Fire District
11. School District Big Sky School District
12. Landowner Name HF Bucks T-4 LLC  
Address PO Box 160040 Phone 406-250-2920  
City Big Sky State MT Zip 59716  
Email bdominick@lonemountainland.com
13. Applicant Name Matthew E. Kidd  
Address PO Box 160040 Phone 406-250-2920  
City Big Sky State MT Zip 59716  
Email bdominick@lonemountainland.com

14. Preparer/Agent Name Brad Hammerquist, PE  
Address PO Box 1113 Phone 406-581-8128  
City Bozeman State MT Zip 59771  
Email bhammerquist@m-m.net

15. Surveyor/Engineer Name Brad Hammerquist, PE  
Address PO Box 1113 Phone 406-922-6785  
City Bozeman State MT Zip 59771  
Email bhammerquist@m-m.net

16. Application Requirements *(a check mark indicates item included)*

- a. A copy of the deed or other legal description of the real property
- b. Evidence of the Landowner's title and interest in the land for which the application is being made
- c. A title report from a licensed title abstractor or title company showing the names of the owners of record of land and the names of any lien holders or claimants of record against the land (must not be over 90 days old at the time of application submittal)
- d. A certified list of adjoining property owners. Prepare one set of mailing labels for each adjoining property owner on labels smaller than 1" x 2-5/8" (similar to Avery 5160 or 30 per sheet).
- e. A site plan showing the following information:

- North arrow and scale bar (minimum scale of 1:20);
- Property boundaries
- Existing and proposed onsite and adjacent offsite streets, roads and easements that will serve the proposal.
- Existing and proposed access to the subject property
- Pertinent geographic features of the subject property, including but not limited to any significant topographical features and designated floodplain

Where the slope is:

under 10%  
between 10% and 15%  
between 15% and 25%  
25% or greater



Contour shall be:

2 feet (or 5 feet if all lots are over one acre in size)  
5 feet  
10 feet  
a reasonable contour for the lot sizes

for floodplains where a base flood elevations are available, the floodplain shall be depicted according to where the base flood elevation intersects surveyed ground elevations



- Location of existing and proposed water, wastewater and solid waste facilities serving the subject property, including all existing septic tanks, drainfields, and wells
- The location of existing and proposed Buildings or structures on the subject property

- f. A detailed narrative of existing and proposed Buildings and their location on the subject property, including the uses proposed for each and the approximate floor area and ground coverage of each Building
- g. A detailed narrative of the proposed water, wastewater, and solid waste disposal facilities intended to serve the Buildings for lease or rent
- h. A detailed narrative of the emergency medical, fire, and law enforcement services proposed to serve the Buildings for lease or rent

- i. A detailed narrative describing the existing and proposed access to and from the site, as well as the onsite circulation providing access to the existing and proposed Buildings for lease or rent;
- j. A detailed narrative assessing the potential significant impacts on the surrounding physical environment or human population as a result of the proposed Building for lease or rent, including a description of any proposed mitigation measures to avoid or minimize anticipated impacts
- k. If review is required by Title 76, chapter 4, Mont. Code Ann., verification that a copy of the application and supporting documentation was provided to the Montana Department of Environmental Quality or Local Reviewing Authority
- l. If review is required by Title 50, Mont. Code Ann., verification that a copy of the application and supporting documentation was provided to the Gallatin City-County Health Department
- m. Application fee
- n. Original plus twelve (12) copies of application materials.
- o. A complete digital copy of the application materials (no file greater than 20 MB).

**Certification**

I hereby certify under penalty of perjury and laws of the State of Montana that the information submitted herein, on all other forms, documents, plans or any other information submitted as part of this application to be true, complete, and accurate to the best of my knowledge. Should any information or representation submitted in connection with this application be incorrect or untrue, I understand any approval based thereon may be rescinded and other appropriate action taken. The signing of this application signifies approval for representatives of the Gallatin County Department of Planning & Community Development to be present on the property for routine monitoring and inspection during the review process.

 <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <i>Applicant's Signature</i>	<p style="font-size: 1.2em; margin: 0;">1/5/23</p> <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <i>Date</i>
 <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <i>Property Owner's Signature</i>	<p style="font-size: 1.2em; margin: 0;">1/5/2023</p> <hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <i>Date</i>

Sign Here

<b>Element / Sufficiency Review</b>	
<b>Department Use Only</b>	
<p>Planning Staff's signature in this box is written confirmation to the Applicant that the application submittal contains the elements required by Section 7.A of the Building for Lease or Rent Regulations pursuant to Section 76-8-102(3)(a), MCA.</p>	
<hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <i>Planning Staff Signature</i>	<hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <i>Date</i>
<hr style="border: 0; border-top: 1px solid black; margin: 0;"/> <i>Planning Staff Name</i>	

<sup>1</sup> A "Building" as defined in Section 76-8-101(1), Mont. Code Ann., is a structure or a unit of a structure with a roof supported by columns or walls for the permanent or temporary housing or enclosure of persons or property or for the operation of a business. Except as provided in Section 76-3-103(15), Mont. Code Ann., the term includes a recreational camping vehicle, mobile home, or cell tower. The term does not include a condominium or townhome.

### Property Owners

According to the notice requirements of the applicable zoning regulation.

	Legal Description of Property	Property Owner's Name	Mailing Address of Property Owner from Montana Dept. of Revenue
<b>1</b>	RUNNING IRON WAREHOUSE & STORAGE CONDO, S05, T07 S, R04 E, LAZY J SO SUB LOT 11 1.2 ACRES PLAT J-492-A	S & S Management, LLC	1550 Riverview Lane, Big Sky, MT, 59716
<b>2</b>	LAZY J SO SUB, S05, T07 S, R04 E, Lot 10, ACRES 1.416, PLAT J-492-A	CHAMPAGNE BEVERAGE CO INC	PO BOX 161831 BIG SKY, MT 59716-1831
<b>3</b>	LAZY J SO SUB, S05, T07 S, R04 E, Lot 1, ACRES 1.558, PLAT J-492-A	3 RIVERS TELEPHONE COOPERATIVE INC	PO BOX 429 FAIRFIELD, MT 59436-0429
<b>4</b>	MINOR SUB 373A, S08, T07 S, R04 E, Lot 2, ACRES 0.6	WHITEWATER PROPERTIES LLC	46651 GALLATIN RD GALLATIN GTWY, MT 59730-9647
<b>5</b>	RAMSHORN VIEW ESTATES SUB PH 3A, S08, T07 S, R04 E, ACRES 2.509, COMMERCIAL LOT PLAT J-317	CHURCH OF JESUS CHRIST OF LDS	LDS CHURCH TAX ADMINISTRATION SALT LAKE CTY, UT 84150-3620
<b>6</b>	RAMSHORN VIEW ESTATES SUB PH 3B & 4, S08, T07 S, R04 E, BLOCK 10, Lot 11, ACRES 0.339, IN NE4, PLAT J-354A	<b>DOWD KRISTIN S &amp; RAPP STEVEN CODY</b>	128 SAWTOOTH DR GALLATIN GATEWAY, MT 59730-8668
<b>7</b>	RAMSHORN VIEW ESTATES SUB PH 3B & 4, S08, T07 S, R04 E, BLOCK 10, Lot 12, ACRES 0.26, IN NE4, PLAT J-354A	MAHONEY LINDA KAKU TRUSTEE &	2262 PALOMA ST PASADENA, CA 91104-4923
<b>8</b>	RAMSHORN VIEW ESTATES SUB PH 3B & 4, S08, T07 S, R04 E, BLOCK 10, Lot 13, ACRES 0.3, IN NE4, PLAT J-354A	MARTINEZ TYLER MARTIN & JANET MICHIKO ISHIKAWA	152 SAWTOOTH DR GALLATIN GATEWAY, MT 59730-8668
<b>9</b>	RAMSHORN VIEW ESTATES SUB PH 3B & 4, S08, T07 S, R04 E, BLOCK 10, Lot 14, ACRES 0.402, IN NE4, PLAT J-354A	WAGSTAFF SLOANE S	376 E HOLLOW DR COALVILLE, UT 84017
<b>10</b>	S08, T07 S, R04 E, C.O.S. 1361A, PARCEL A-1, ACRES 41.924, NW4NE4	HF NORTH 40 LLC	PO BOX 160040 BIG SKY, MT 59716-0040

\* If road is a state highway, also include Montana Department of Transportation in property owner list.

(If additional pages of this form are needed, download the file entitled "Property Owners List".)

**Property Owners**

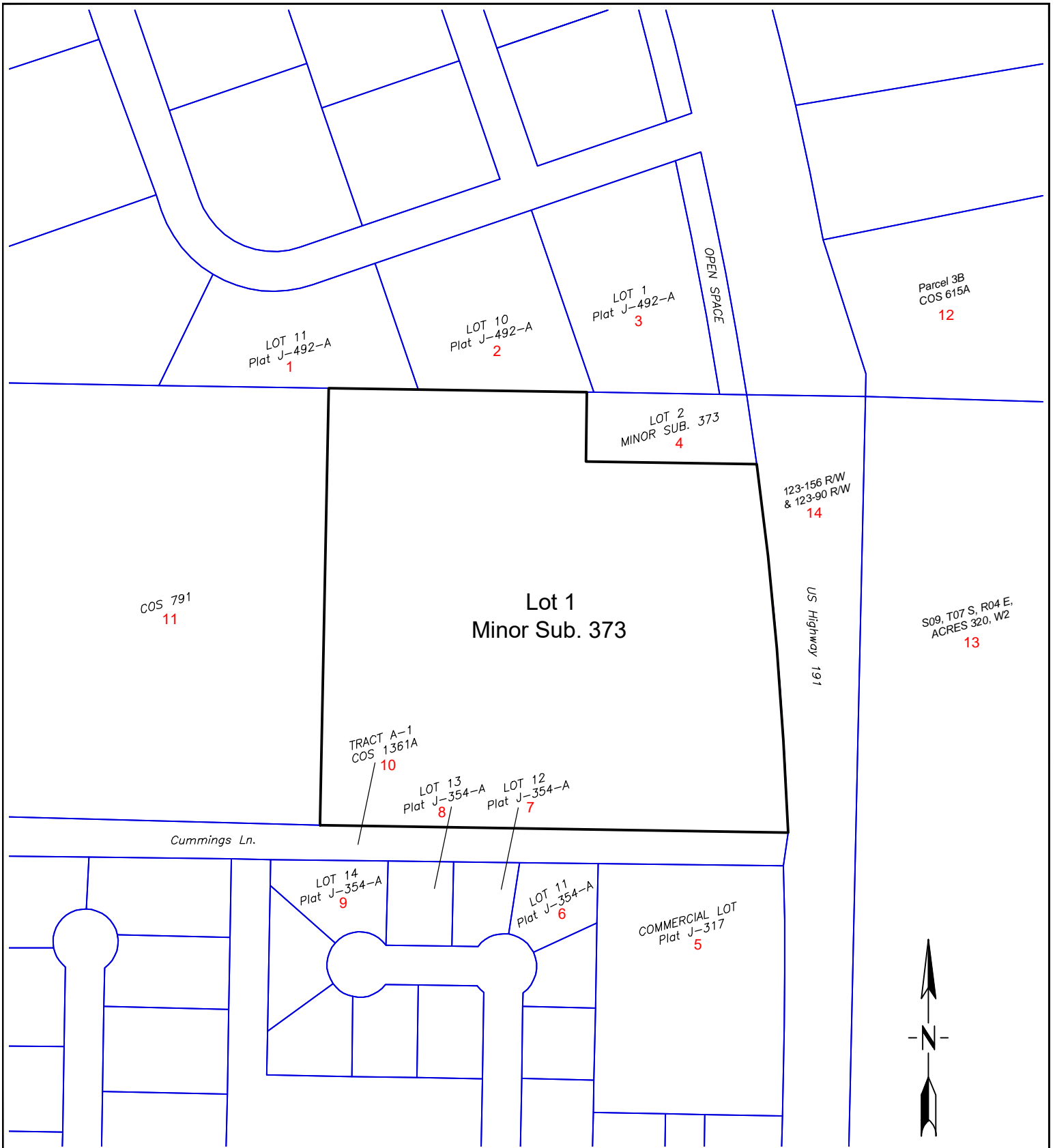
According to the notice requirements of the applicable zoning regulation.

	<b>Legal Description of Property</b>	<b>Property Owner's Name</b>	<b>Mailing Address of Property Owner from Montana Dept. of Revenue</b>
11	S08, T07 S, R04 E, C.O.S. 791, TR IN NW4NE4NE4, ACRES 7.78	HF BUCKS T4 LLC	PO BOX 160040 BIG SKY, MT 59716-0040
12	S04, T07 S, R04 E, C.O.S. 615A, PARCEL 3B IN SW4, ACRES 5.464	LONGREACH CAPITAL LLC	9100 S DADELAND BLVD STE 1500 MIAMI, FL 33156-7816
13	S09, T07 S, R04 E, ACRES 320, W2	MONTANA FISH & GAME DEPT	1420 E 6TH AVE HELENA, MT 59601-3871
14	123-156 R/W AND 123-90 R/W	MONTANA DEPARTMENT OF TRANSPORTATION	2701 PROSPECT AVENUE PO BOX 201001 HELENA, MT 59620-1001

\* If road is a state highway, also include Montana Department of Transportation in property owner list.

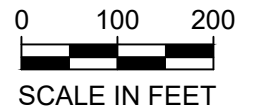
(If additional pages of this form are needed, download the file entitled "Property Owners List".)





**NOTES:**

1. PARCEL MAP PER GALLATIN COUNTY GIS DATA (7-01-2021).
2. RED NUMBER INDICATES NUMBER ON THE ATTACHED PROPERTY OWNERS LIST.



2880 Technology Blvd West  
Bozeman, MT 59718  
406.587.0721  
www.m-m.net

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DRAWN BY: MET  
DSGN. BY: \_\_\_\_\_  
APPR. BY: BJH  
DATE: 07-2022

LOT 1  
MINOR SUBDIVISION 373  
BIG SKY MONTANA

PROJECT NO.  
3958.019

ADJOINING PROPERTY EXHIBIT

FIGURE NUMBER

**A**



# BUCK'S T4 PHASE BUILDING

## WORKFORCE HOUSING SUITES

BIG SKY, MT 59720

### CUP & BLR PERMITTING PACKAGE

**Architect:**  
Peter Rose + Partners  
242 E Berkeley Street  
Fifth Floor  
Boston, MA 02118  
T: 617-494-0202

**Landscape Architect:**  
BrightView  
1645 Grant St,  
Denver, CO 80203  
T: 844-332-6069

**Structural Engineer:**  
RSE Associates Inc.  
63 Pleasant Street  
Suite 300  
Watertown, MA 02472  
T: 617-928-9300

**MEP Engineer:**  
Energy 1  
47 Town Center Ave,  
Big Sky, MT 59730  
T: 406-857-2917

**Fire Protection Engineer:**  
Coffman Engineers, Inc.  
751 Oslerman Drive  
#104  
Socoman, MT 59715  
T: 406-852-1936

#### Peter Rose + Partners

242 E Berkeley St, 5F  
Boston, MA 02118  
H: 617-494-0202, fax: 617-494-0404

**Landscape Architect:**  
BrightView  
1645 Grant St,  
Denver, CO 80203  
T: 844-332-6069

**Structural Engineer:**  
RSE Associates Inc.  
63 Pleasant Street  
Suite 300  
Watertown, MA 02472  
T: 617-928-9300

**MEP Engineer:**  
Energy 1  
47 Town Center Ave,  
Big Sky, MT 59730  
T: 406-857-2917

**Fire Protection Engineer:**  
Coffman Engineers, Inc.  
751 Oslerman Drive  
#104  
Socoman, MT 59715  
T: 406-852-1936

#### CUP & BLR PERMIT

Issue	Date	Number	Description
12/22/2022	1		CUP & BLR PERMIT

#### BUCKS T4 PHASE 3

BIG SKY, MT 59720

#### NOT FOR CONSTRUCTION

Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE

#### COVER

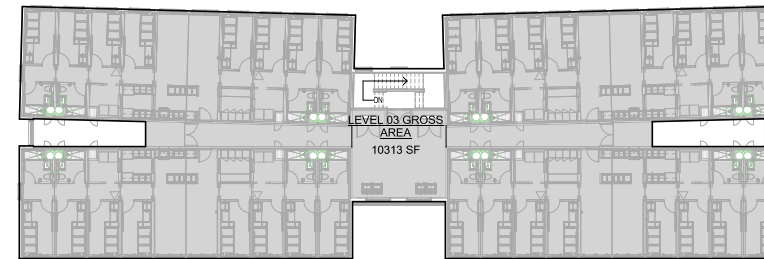
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NOT FOR CONSTRUCTION



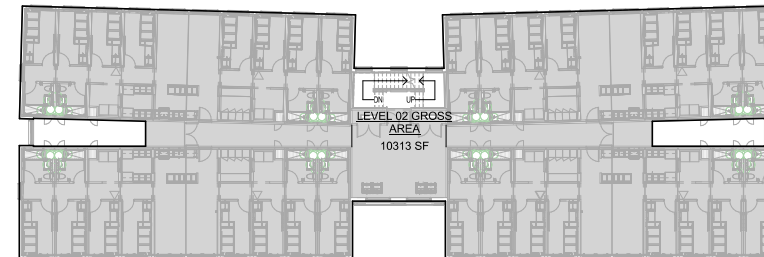
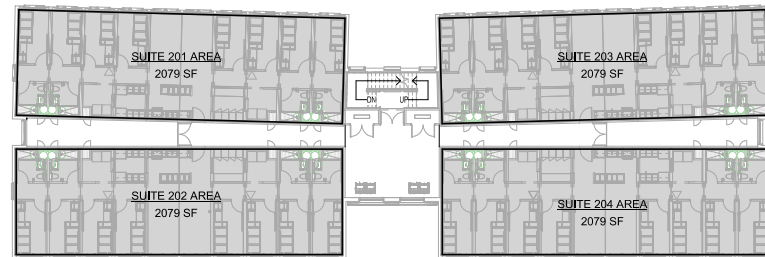
NET AREA		
Name	Level	Area
SUITE 102 AREA	LEVEL 01 F.F.	2079 SF
SUITE 101 AREA	LEVEL 01 F.F.	2079 SF
SUITE 103 AREA	LEVEL 01 F.F.	2079 SF
SUITE 104 AREA	LEVEL 01 F.F.	2079 SF
SUITE 201 AREA	LEVEL 02 F.F.	2079 SF
SUITE 202 AREA	LEVEL 02 F.F.	2079 SF
SUITE 203 AREA	LEVEL 02 F.F.	2079 SF
SUITE 204 AREA	LEVEL 02 F.F.	2079 SF
SUITE 301 AREA	LEVEL 03 F.F.	2079 SF
SUITE 302 AREA	LEVEL 03 F.F.	2079 SF
SUITE 303 AREA	LEVEL 03 F.F.	2079 SF
SUITE 304 AREA	LEVEL 03 F.F.	2079 SF
		24948 SF

GROSS AREA	
LEVEL	AREA
LEVEL 01 F.F.	10682 SF
LEVEL 02 F.F.	10313 SF
LEVEL 03 F.F.	10313 SF
31308 SF	



③ LEVEL 03 F.F.  
1/16" = 1'-0"

③ LEVEL 03 F.F.  
1/16" = 1'-0"



② LEVEL 02 F.F.  
1/16" = 1'-0"

② LEVEL 02 F.F.  
1/16" = 1'-0"



① LEVEL 01 F.F.  
1/16" = 1'-0"

① LEVEL 01 F.F.  
1/16" = 1'-0"

CUP & BLR PERMIT

Issues:

Date	Number	Description
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

NOT FOR CONSTRUCTION

Date: 12/22/2022

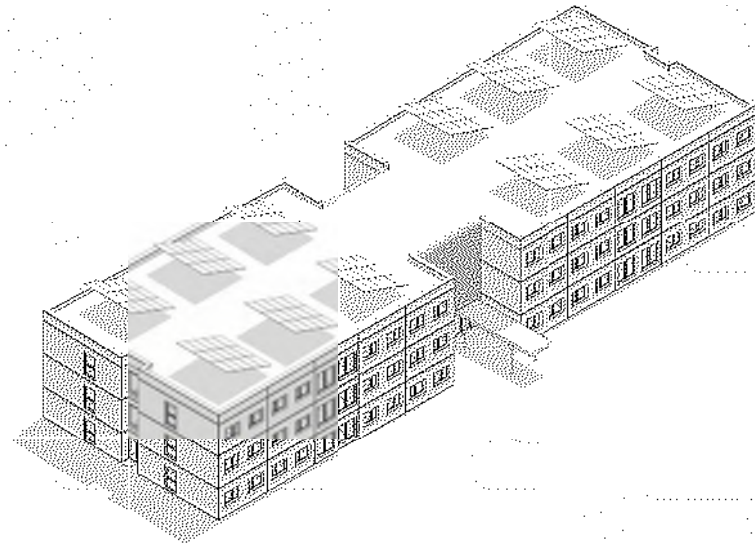
CUP & BLR PERMIT PACKAGE

Scale: 1/16" = 1'-0"

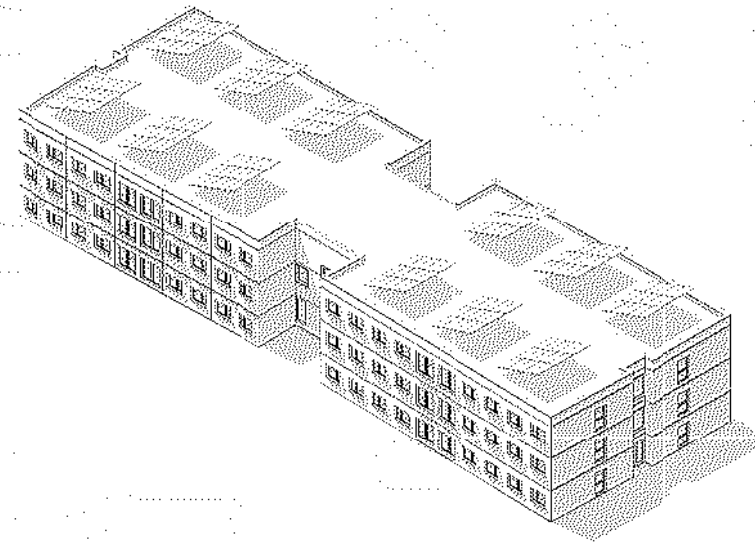
AREA PLANS

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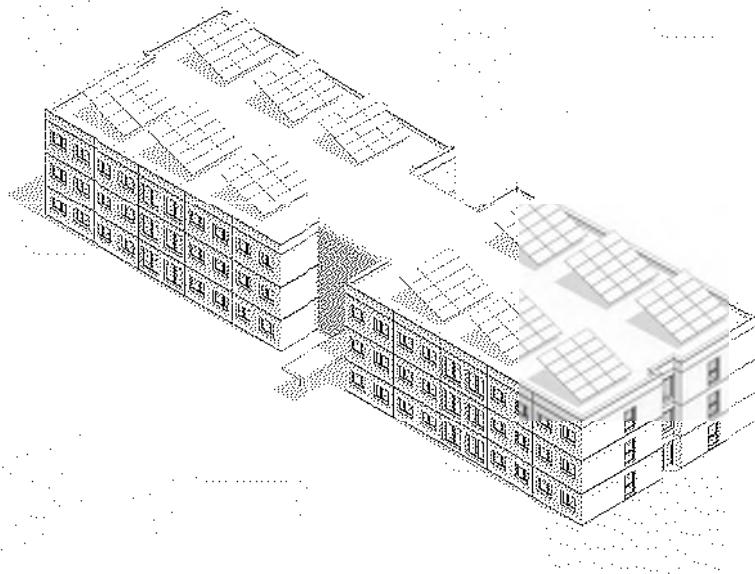
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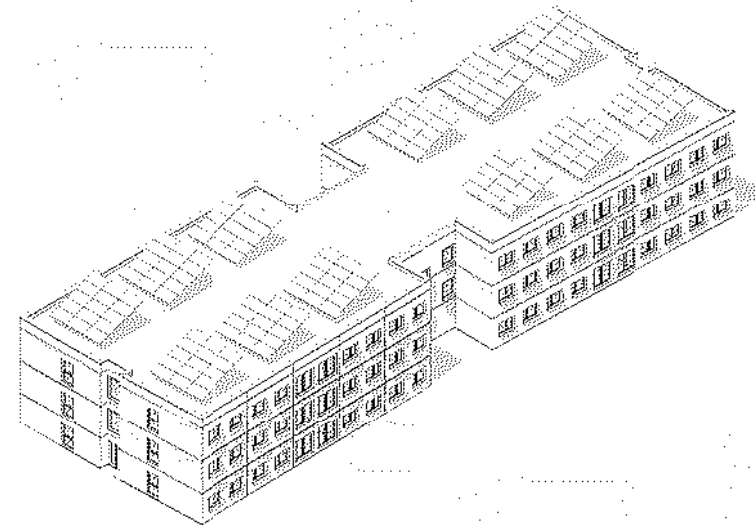
2 AXONOMETRIC - FROM NORTHWEST



3 AXONOMETRIC - FROM NORTHEAST



1 AXONOMETRIC - FROM SOUTHWEST



4 AXONOMETRIC - FROM SOUTHEAST

**Peter Rose + Partners**

242 E. Berkeley St. 5F  
Boston, MA 02118  
Tel: 617.494.0202, fax: 617.494.0404

**Landscape Architect:**  
BrightView  
1645 Grant St.  
Denver, CO 80203  
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T: 406-585-1936

CUP & BLR PERMIT

Issues:

Issue	Number	Description
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

863 SKY, MT 59720

NOT FOR CONSTRUCTION

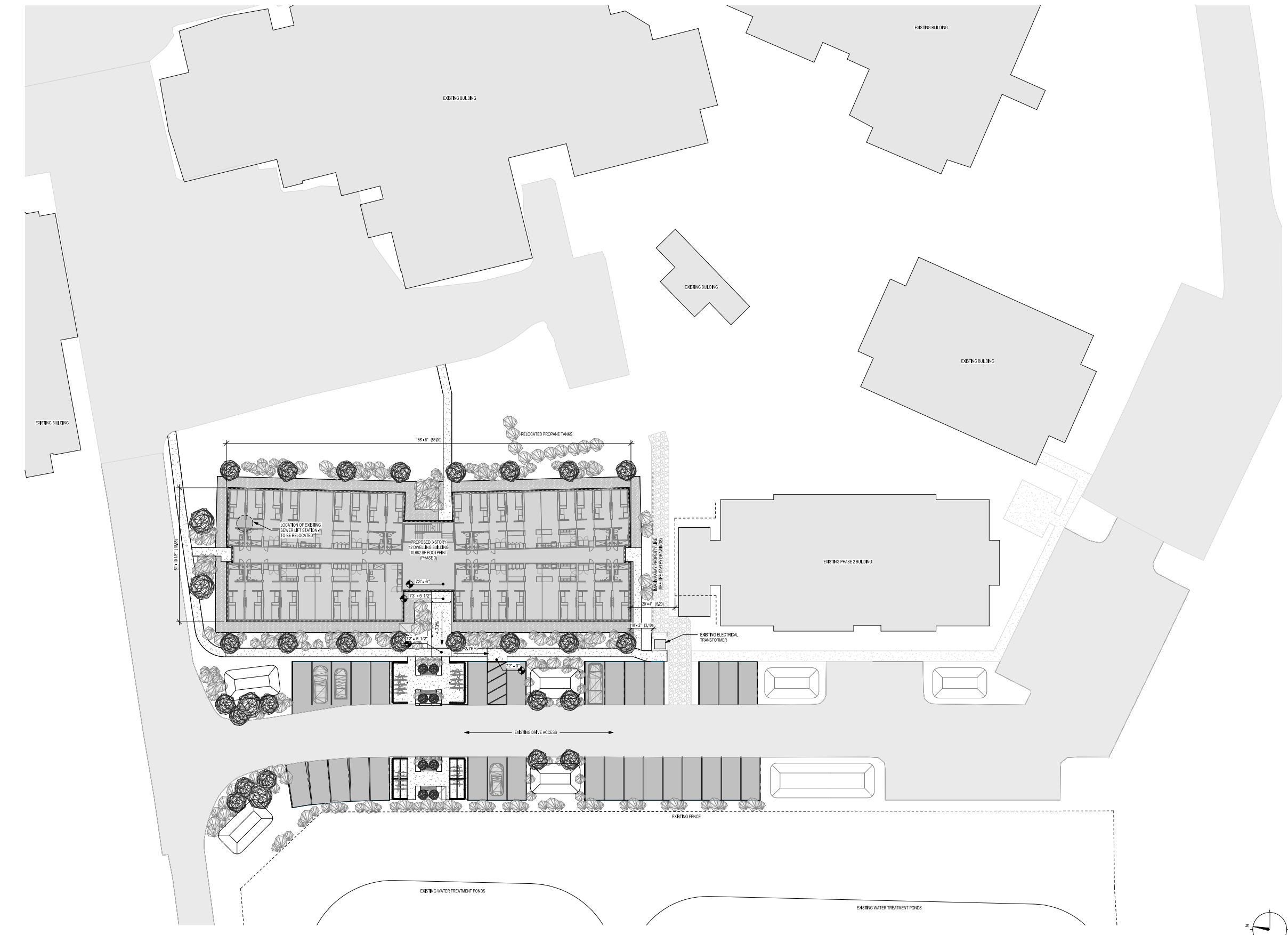
Date: 12/22/2022

CUP & BLR PERMIT PACKAGE

AXONOMETRIC VIEWS

Sheet  
**A0.03**

NOT FOR CONSTRUCTION



1 ARCHITECTURAL SITE PLAN  
1/16" = 1'-0"

Peter Rose +  
Partners

242 E. Berkeley St. 5F  
Boston, MA 02118  
Tel: 617.494.0202, fax: 617.494.0404

Landscape Architect:  
BrightView  
1645 Grant St.  
Denver, CO 80203  
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Energy 1  
47 Town Center Ave.  
Big Sky, MT 59730  
T: 406-551-2917

Fire Protection Engineer:  
Coffman Engineers, Inc.  
751 Oslerman Drive  
#104  
Bloomington, MT 59715  
T: 406-582-1936

CUP & BLR PERMIT

Issue	Number	Description
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

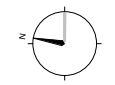
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Date:  
12/22/2022  
CUP & BLR PERMIT PACKAGE  
Scale:  
1/16" = 1'-0"

ARCH SITE PLAN

Sheet  
A0.10

NOT FOR CONSTRUCTION



LIFE SAFETY LEGEND

- FIRE PARTITION - 30 MINUTE RATED PARTITION
- 1 HOUR RATED PARTITION
- 2 HOUR RATED PARTITION
- 3 HOUR RATED PARTITION
- > 12'-0" EGRESS PATH AND DIRECTION
- ▲ EXIT / DISCHARGE POINT
- ▲ EMERGENCY ESCAPE WINDOW (MIN. 5.7 SF CLR.)

BUILDING CODE SUMMARY

BUILDING CODE:	INTERNATIONAL BUILDING CODE, 2021 EDITION
ACCESSIBILITY:	ICC A117.1, 2017 EDITION
PLUMBING CODE:	UNIFORM PLUMBING CODE, 2021 EDITION
MECHANICAL CODE:	INTERNATIONAL MECHANICAL CODE, 2021 EDITION
ELECTRICAL CODE:	NATIONAL ELECTRICAL CODE, 2020 EDITION
ENERGY CODE:	INTERNATIONAL ENERGY CONSERVATION CODE, 2021 EDITION
ELEVATORS:	ASME A17.1, 2019 EDITION

310 OCCUPANCY CLASSIFICATION:	R-2
CONSTRUCTION TYPE:	TYPE V-B (STR. SPRINKLERED)
503.1 ALLOWABLE HEIGHT:	60'
504.4 ALLOWABLE STORES:	3
506.2.1 BUILDING AREA:	A <sub>1</sub> = A <sub>1</sub> + (NS - N) 12,250 SF/FLOOR
506.2 ALLOWABLE AREA FACTOR:	7.00
506.3 FRONTAGE INCREASE FACTOR:	0.75

601 FIRE RESISTANCE RATINGS:	PRIMARY STRUCTURAL FRAME	0
	EXTERIOR BEARING WALLS	0
	INTERIOR BEARING WALLS	0
	EXTERIOR NON-BEARING WALLS	0
	INTERIOR NON-BEARING WALLS	0
	FLOOR CONSTRUCTION	0
	ROOF CONSTRUCTION	0

708 FIRE PARTITIONS:	CORRIDOR WALLS: 30 MIN RATED PARTITION	
	DWELLING UNIT WALLS: 30 MIN RATED PARTITION	
712.4.3 FLOOR AND ROOF ASSEMBLIES:	HORIZONTAL ASSEMBLIES: 30 MIN FIRE RESISTANCE RATED	
713 SHAFT ENCLOSURE:	1 HOUR FIRE RESISTANCE RATED	
801.3 INTERIOR FINISH REQUIREMENTS:	INTERIOR SURFACES IN COMMON AREAS: C	
	CORRIDORS & ENCLOSURES FOR EXIT ACCESS: C	
	ROOMS AND ENCLOSED SPACES: C	

CUP & BLR PERMIT

Issue:	Number:	Date:
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

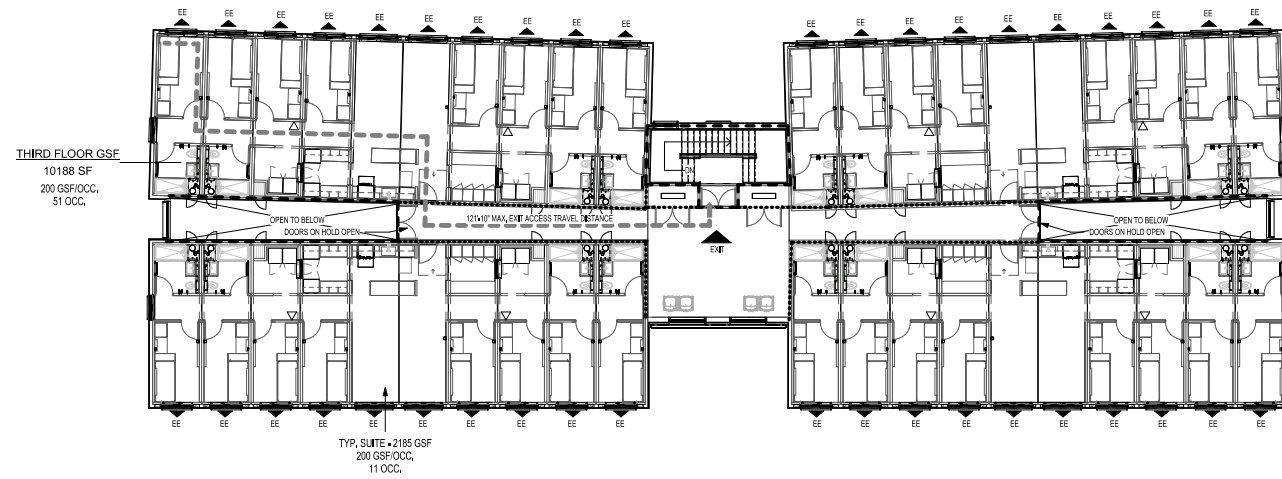
810 SKY, MT 59720

NOT FOR CONSTRUCTION

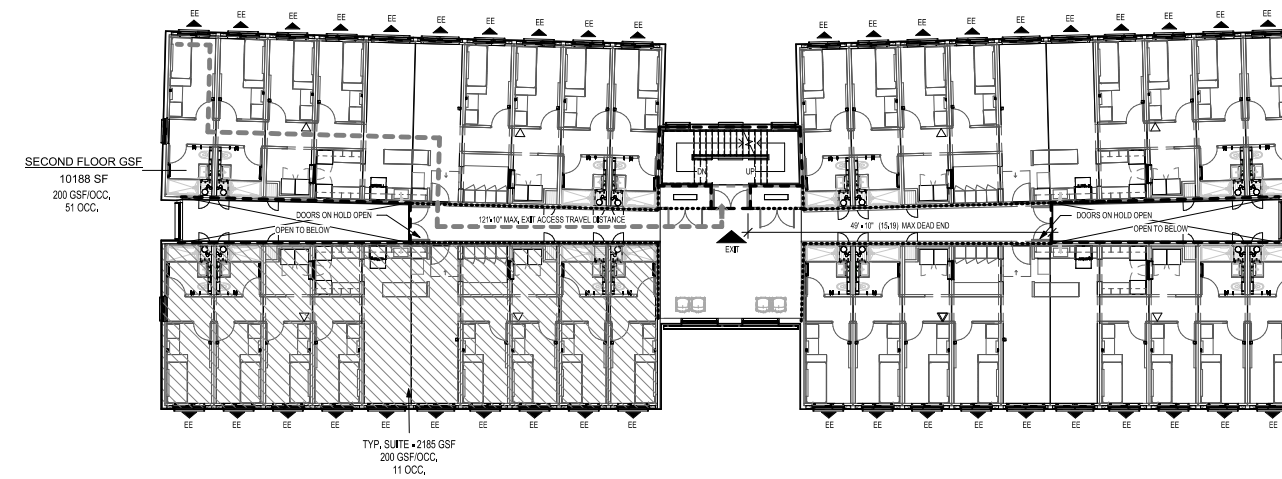
Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE  
As indicated

LIFE SAFETY

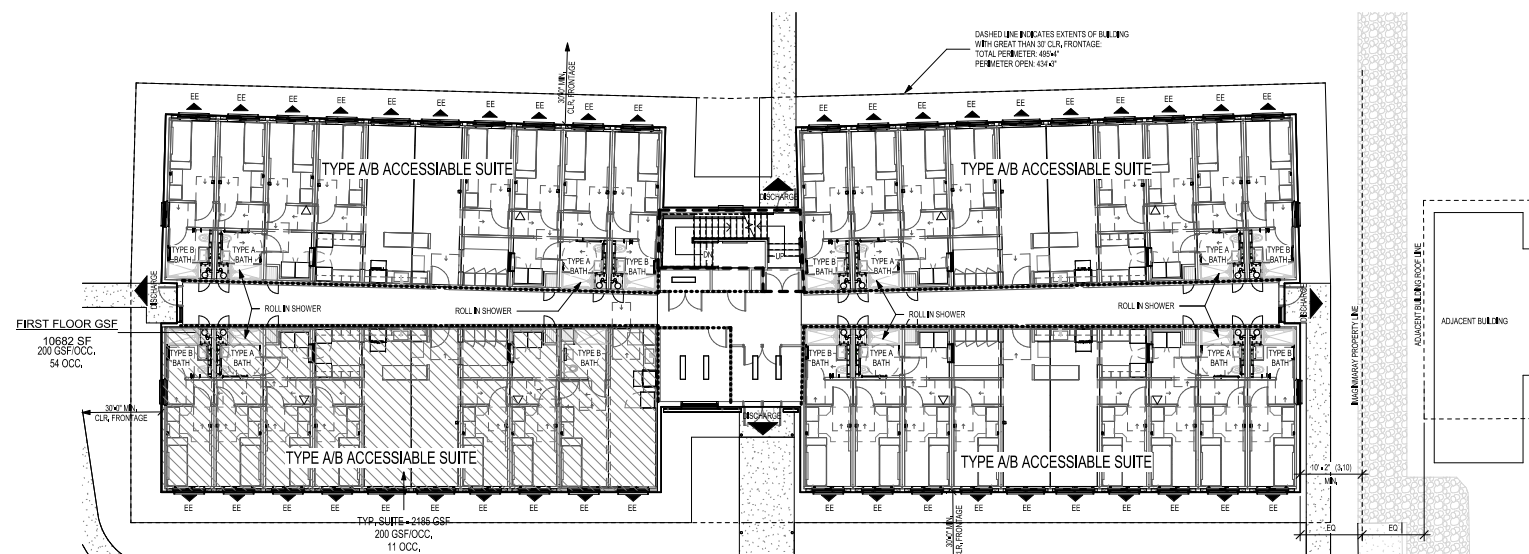
Number: A0.20



③ LIFE SAFETY - LEVEL 03  
3/32" = 1'-0"



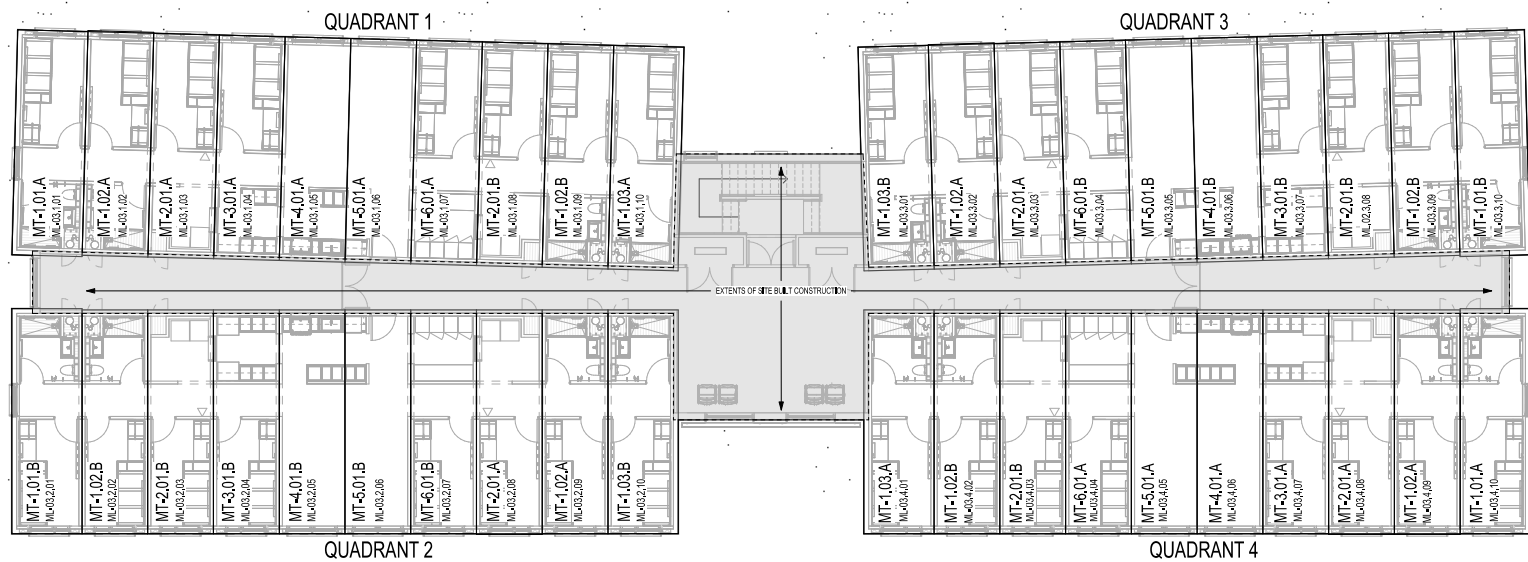
② LIFE SAFETY - LEVEL 02  
3/32" = 1'-0"



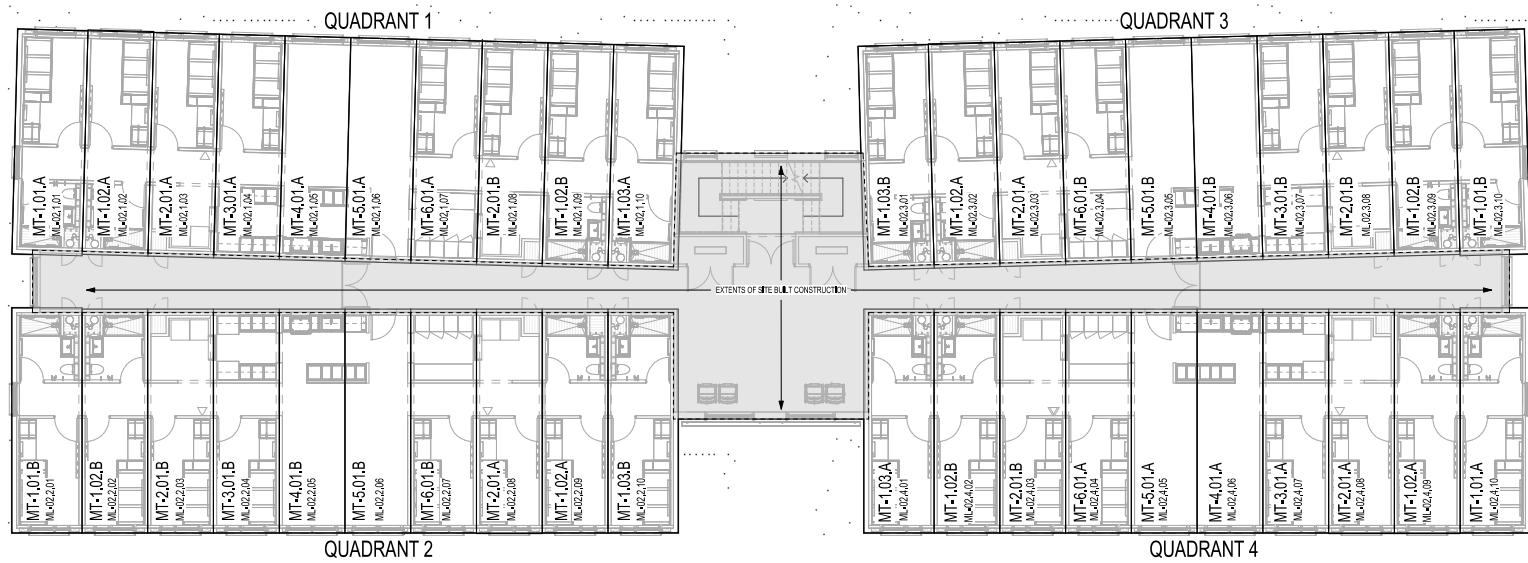
① LIFE SAFETY - LEVEL 01  
3/32" = 1'-0"

NOT FOR CONSTRUCTION

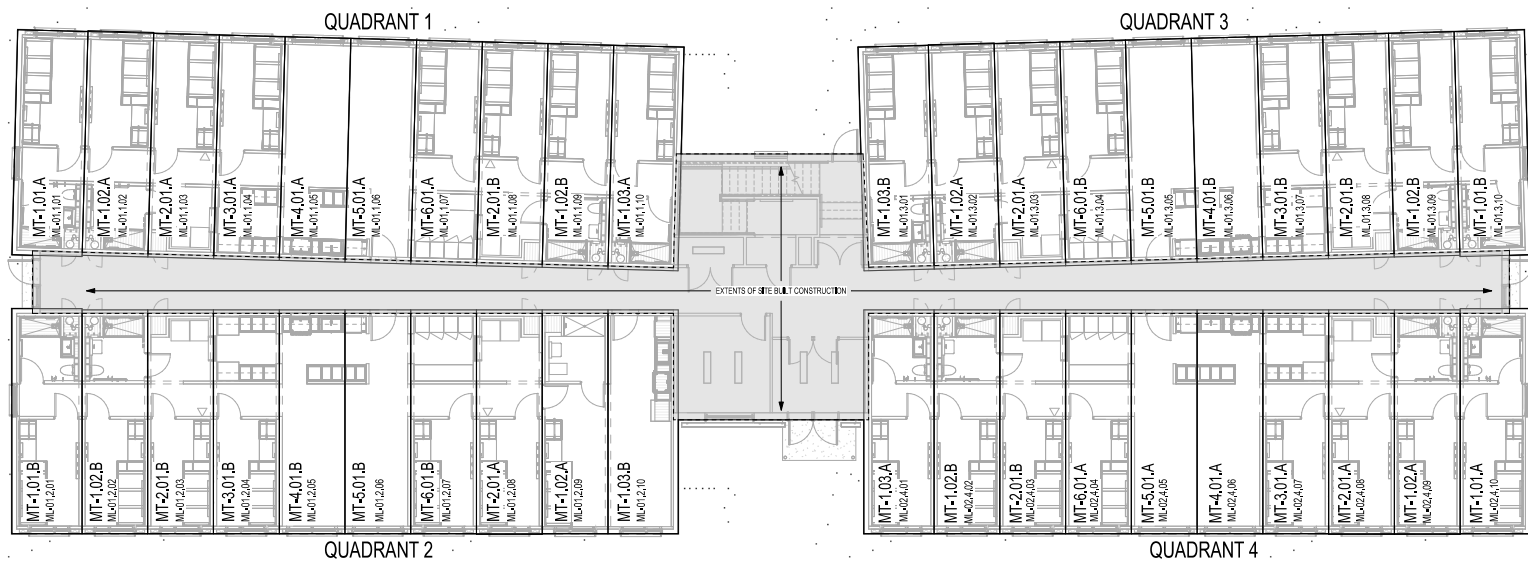
LEVEL 3



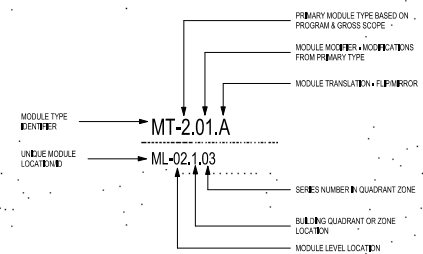
LEVEL 2



LEVEL 1



MODULE NAMING CONVENTION



MODULE TYPE SCHEDULE

MODULE TYPE	DESCRIPTION	TYPE	STATUS	QUANTITY
<b>MT-1 MODULE:</b>				
MT-1.01A	BEDHALLBATH	OUTSIDE CORNER	ASTANDARD	4
MT-1.01B	BEDHALLBATH	OUTSIDE CORNER	SHIPPED	4
MT-1.02A	BEDHALLBATH	INTERIOR MODULE	ASTANDARD	8
MT-1.02B	BEDHALLBATH	INTERIOR MODULE	SHIPPED	8
MT-1.03A	BEDHALLBATH	INSIDE CORNER	ASTANDARD	4
MT-1.03B	BEDHALLBATH	INSIDE CORNER	SHIPPED	4
MT-1.04A	BEDHALLBATH	OUTSIDE CORNERACCESSIBLE	ASTANDARD	2
MT-1.04B	BEDHALLBATH	OUTSIDE CORNERACCESSIBLE	SHIPPED	2
MT-1.05A	BEDHALLBATH	INTERIOR MODULEACCESSIBLE	ASTANDARD	4
MT-1.05B	BEDHALLBATH	INTERIOR MODULEACCESSIBLE	SHIPPED	4
MT-1.06A	BEDHALLBATH	INSIDE CORNERACCESSIBLE	ASTANDARD	2
MT-1.06B	BEDHALLBATH	INSIDE CORNERACCESSIBLE	SHIPPED	2
<b>MT-1 MODULE TOTAL:</b> 48				
<b>MT-2 MODULE:</b>				
MT-2.01A	BEDHALLLAUNDRY	TYPICAL	ASTANDARD	8
MT-2.01B	BEDHALLLAUNDRY	TYPICAL	SHIPPED	8
MT-2.02A	BEDHALLLAUNDRY	ACCESSIBLE	ASTANDARD	4
MT-2.02B	BEDHALLLAUNDRY	ACCESSIBLE	SHIPPED	4
<b>MT-2 MODULE TOTAL:</b> 24				
<b>MT-3 MODULE:</b>				
MT-3.01A	BEDHALLMID	TYPICAL	ASTANDARD	4
MT-3.01B	BEDHALLMID	TYPICAL	SHIPPED	4
MT-3.02A	BEDHALLMID	ACCESSIBLE	ASTANDARD	2
MT-3.02B	BEDHALLMID	ACCESSIBLE	SHIPPED	2
<b>MT-3 MODULE TOTAL:</b> 12				
<b>MT-4 MODULE:</b>				
MT-4.01A	UNIFORMENTRY	TYPICAL	ASTANDARD	6
MT-4.01B	UNIFORMENTRY	TYPICAL	SHIPPED	6
<b>MT-4 MODULE TOTAL:</b> 12				
<b>MT-5 MODULE:</b>				
MT-5.01A	UNIFORMITCHEN	TYPICAL	ASTANDARD	6
MT-5.01B	UNIFORMITCHEN	TYPICAL	SHIPPED	6
<b>MT-5 MODULE TOTAL:</b> 12				
<b>MT-6 MODULE:</b>				
MT-6.01A	BEDHALLPANTRY	TYPICAL	ASTANDARD	4
MT-6.01B	BEDHALLPANTRY	TYPICAL	SHIPPED	4
MT-6.02A	BEDHALLPANTRY	ACCESSIBLE	ASTANDARD	2
MT-6.02B	BEDHALLPANTRY	ACCESSIBLE	SHIPPED	2
<b>MT-6 MODULE TOTAL:</b> 12				

Peter Rose + Partners

242 E. Berkeley St. 5F  
Boston, MA 02118  
Tel: 617.494.0202, Fax: 617.494.0404

Landscape Architect:  
BrightView  
1645 Grant St.  
Denver, CO 80203  
T: 844-332-6069

Structural Engineer:  
RSE Associates Inc.  
63 Pleasant Street  
Suite 300  
Watertown, MA 02472  
T: 617-928-9330

MEP Engineer:  
Energy 1  
47 Town Center Ave.  
Big Sky, MT 59730  
T: 406-581-2917

Fire Protection Engineer:  
Coffman Engineers, Inc.  
751 Osterman Drive  
#104  
Baltimore, MD 21215  
T: 410-585-1936

CUP & BLR PERMIT

Issues:

Issue No.	Date	Description
1	12/22/2022	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

NOT FOR CONSTRUCTION

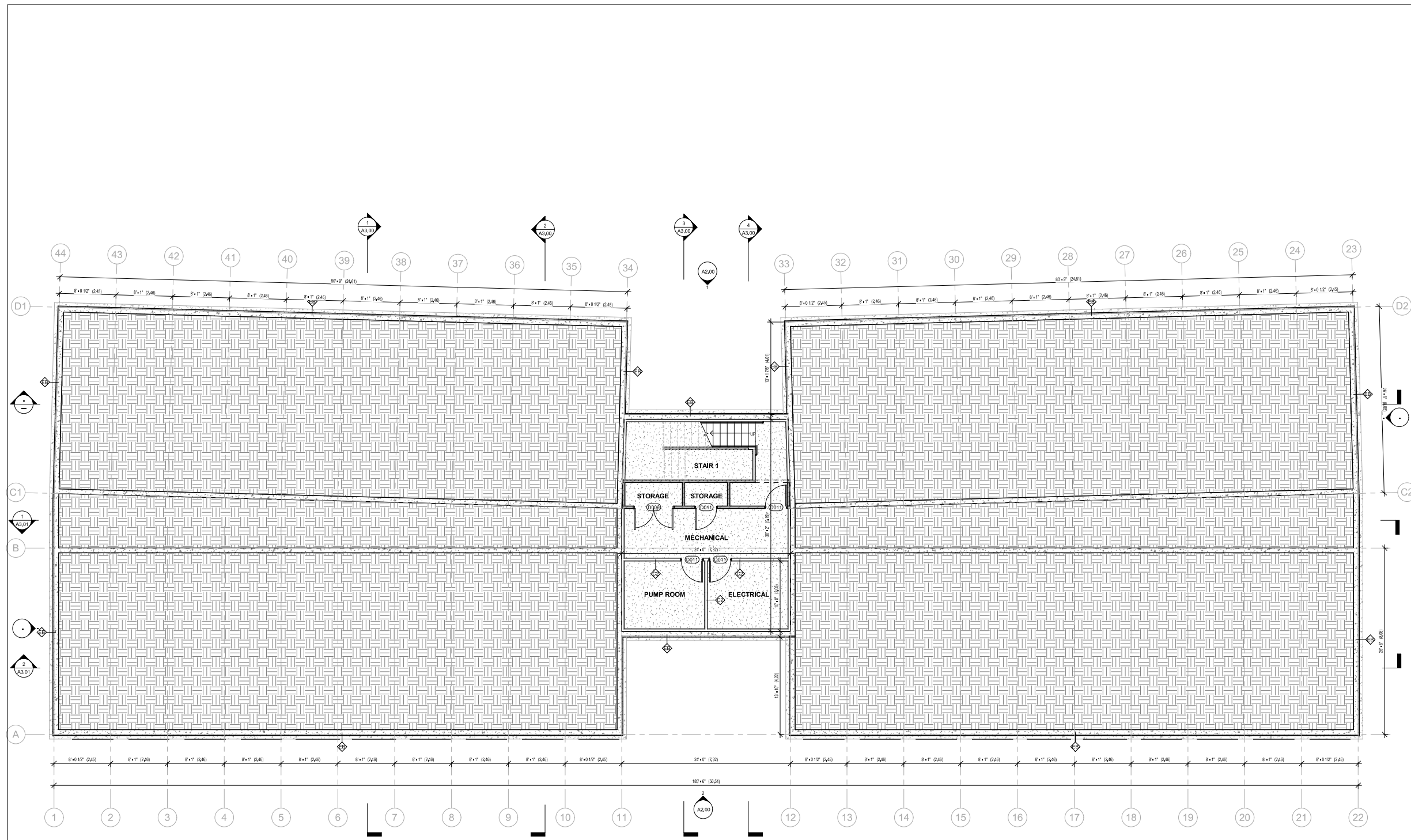
Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE  
As indicated

MODULE KEY PLAN

A0.30

NOT FOR CONSTRUCTION





1 BASEMENT FLOOR PLAN  
3/16" = 1'-0"

CUP & BLR PERMIT

Issue	Number	Description
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

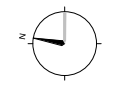
BIG SKY, MT 59720

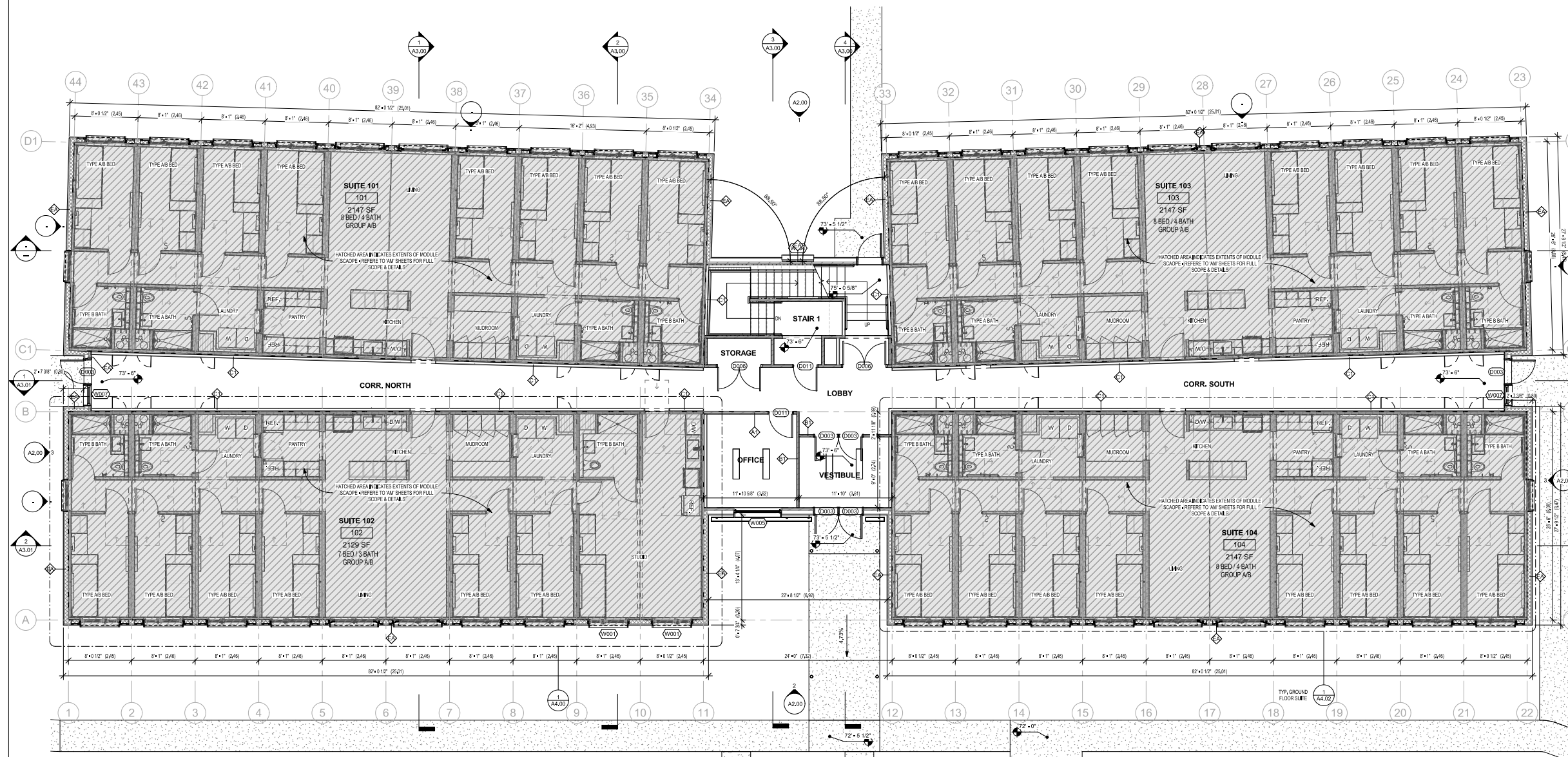
NOT FOR CONSTRUCTION

Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE  
3/16" = 1'-0"  
BASEMENT PLAN

Number  
**A1.00**

NOT FOR CONSTRUCTION





1 LEVEL 01 FLOOR PLAN  
3/16" = 1'-0"

CUP & BLR PERMIT

Issues:

Date	Issue
12/22/2022	1 CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

NOT FOR CONSTRUCTION

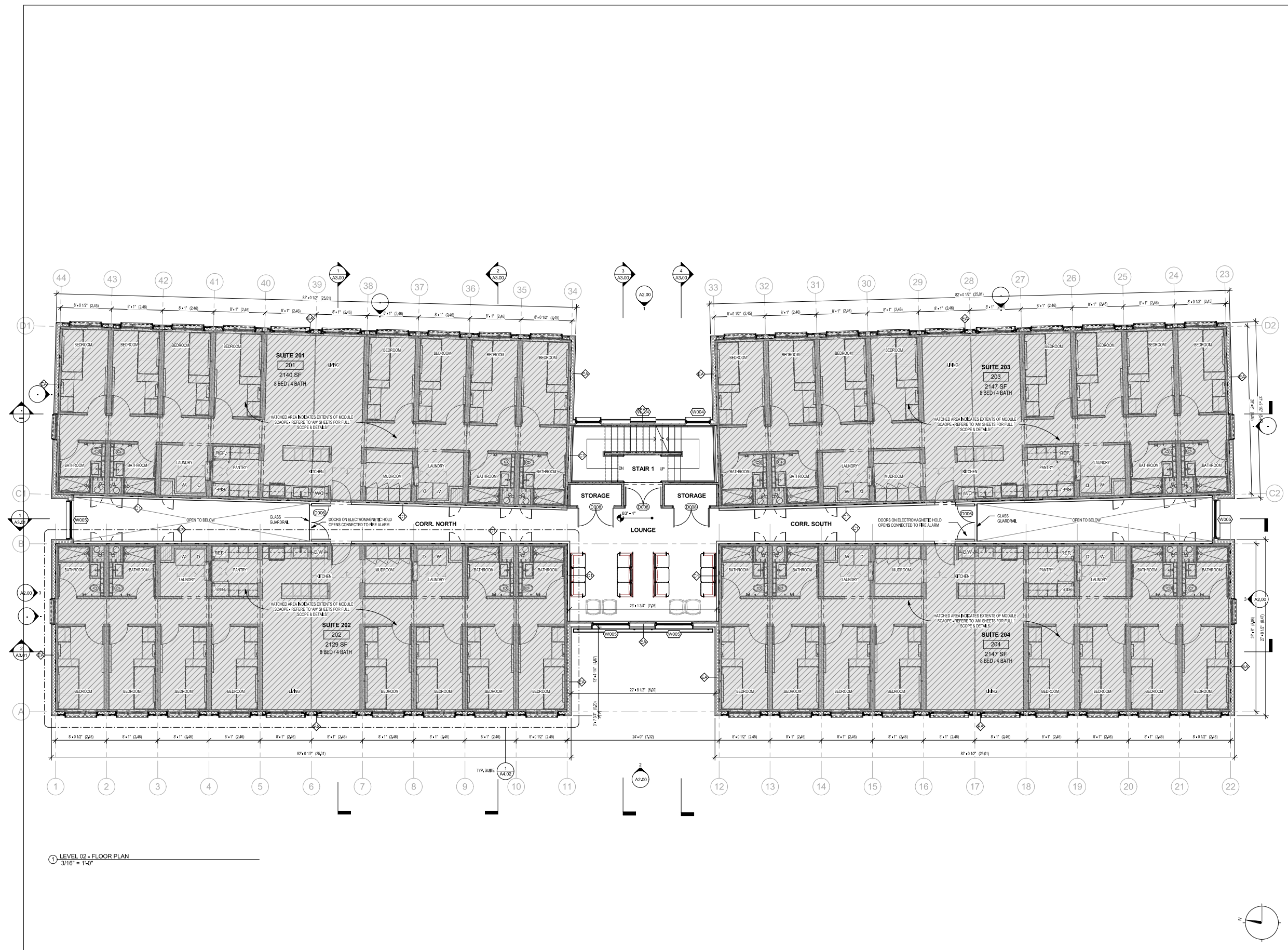
Date:  
12/22/2022  
CUP & BLR PERMIT PACKAGE  
3/16" = 1'-0"

LEVEL 01 FLOOR PLAN

Number  
**A1.01**

NOT FOR CONSTRUCTION





1 LEVEL 02 - FLOOR PLAN  
3/16" = 1'-0"

CUP & BLR PERMIT

Issues:  
12/22/2022 1 CLIP & BLR PERMIT

BUCKS T4 PHASE 3

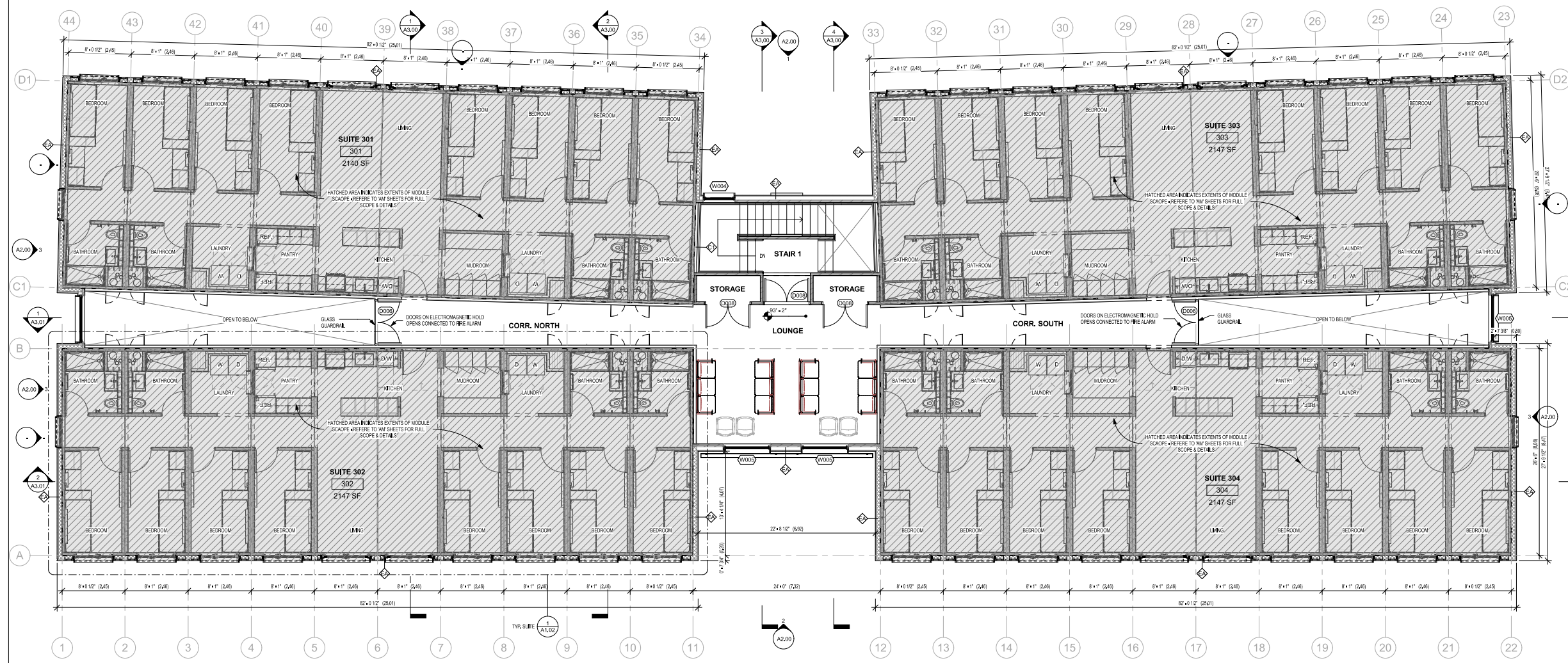
BIG SKY, MT 59720

NOT FOR CONSTRUCTION

Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE  
Scale: 3/16" = 1'-0"  
LEVEL 02 FLOOR PLAN

A1.02

NOT FOR CONSTRUCTION



1 LEVEL 03 - FLOOR PLAN  
3/16" = 1'-0"

CUP & BLR PERMIT

ISSUES:

NO.	DATE	DESCRIPTION
1	12/22/2022	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

NOT FOR CONSTRUCTION

12/22/2022

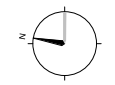
CUP & BLR PERMIT PACKAGE

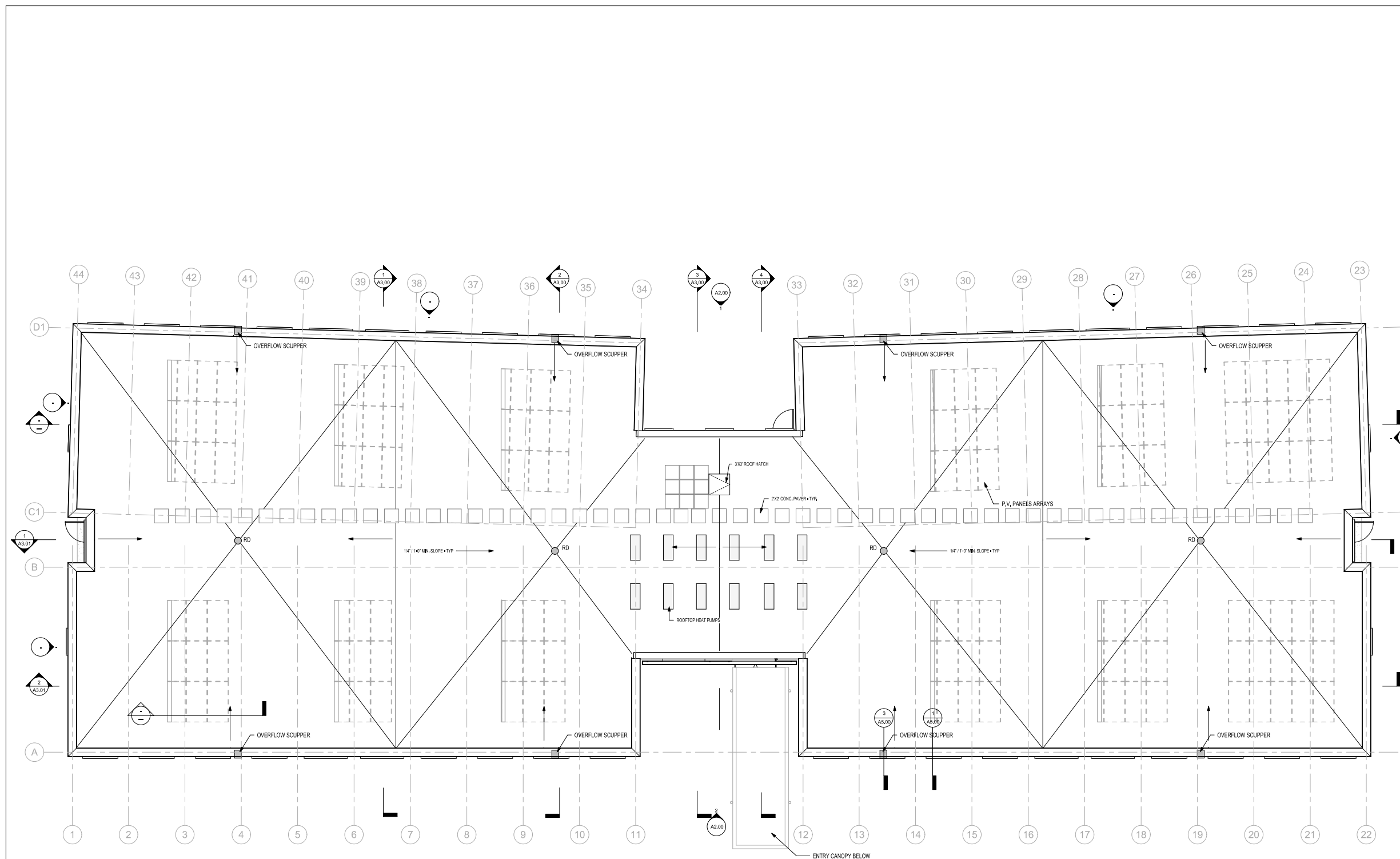
3/16" = 1'-0"

LEVEL 03 FLOOR PLAN

A1.03

NOT FOR CONSTRUCTION





1 ROOF PLAN  
3/16" = 1'-0"

CUP & BLR PERMIT

Issue	Number	Description
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

NOT FOR CONSTRUCTION

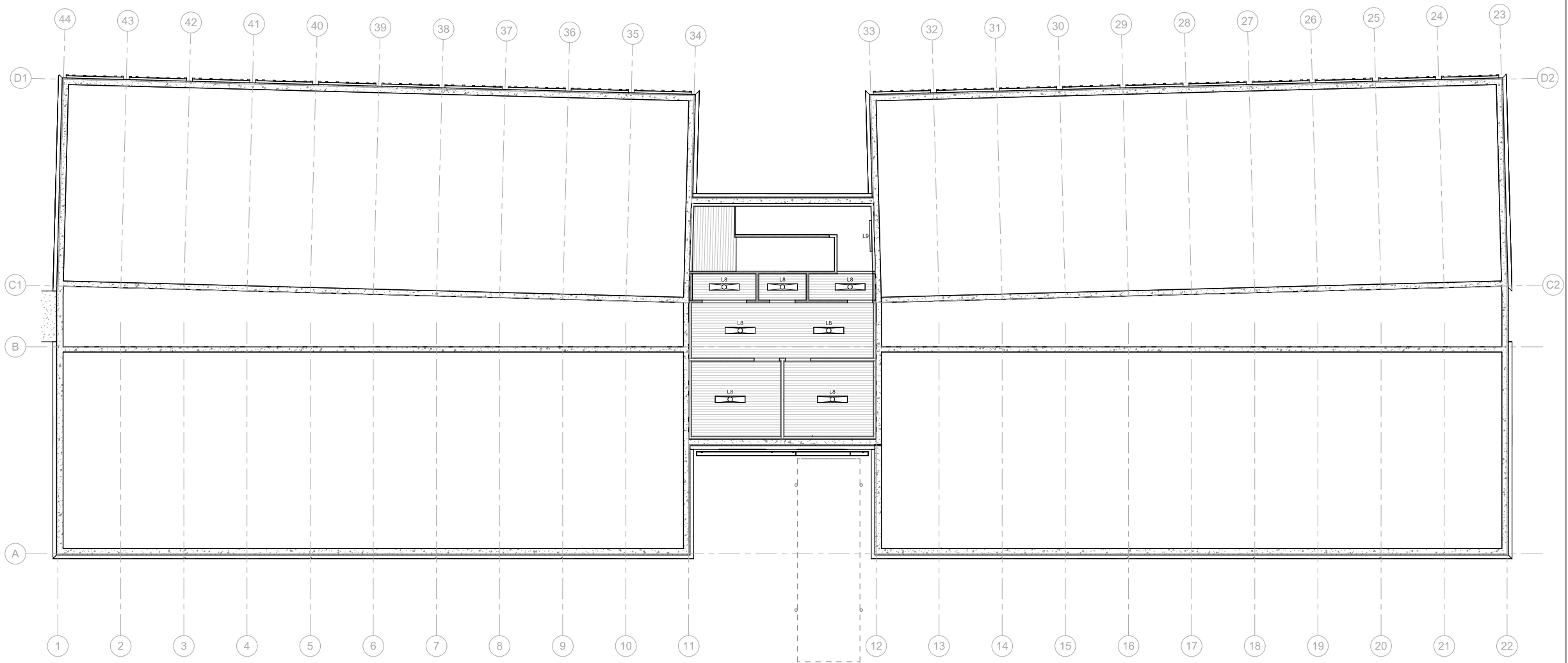
Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE  
Scale: 3/16" = 1'-0"

ROOF PLAN

Number: A1.04



NOT FOR CONSTRUCTION



① BASEMENT - RCP  
3/16" = 1'-0"

Issues:

Number	Description

BUCKS T4 PHASE 3

Big Sky, MT 59720

NOT FOR CONSTRUCTION

Date:  
12/22/2022  
CUP & BLR PERMIT PACKAGE  
Scale:  
3/16" = 1'-0"  
Title:  
BASEMENT - REFLECTED CEILING PLAN

Number:  
A1.10

**Peter Rose + Partners**

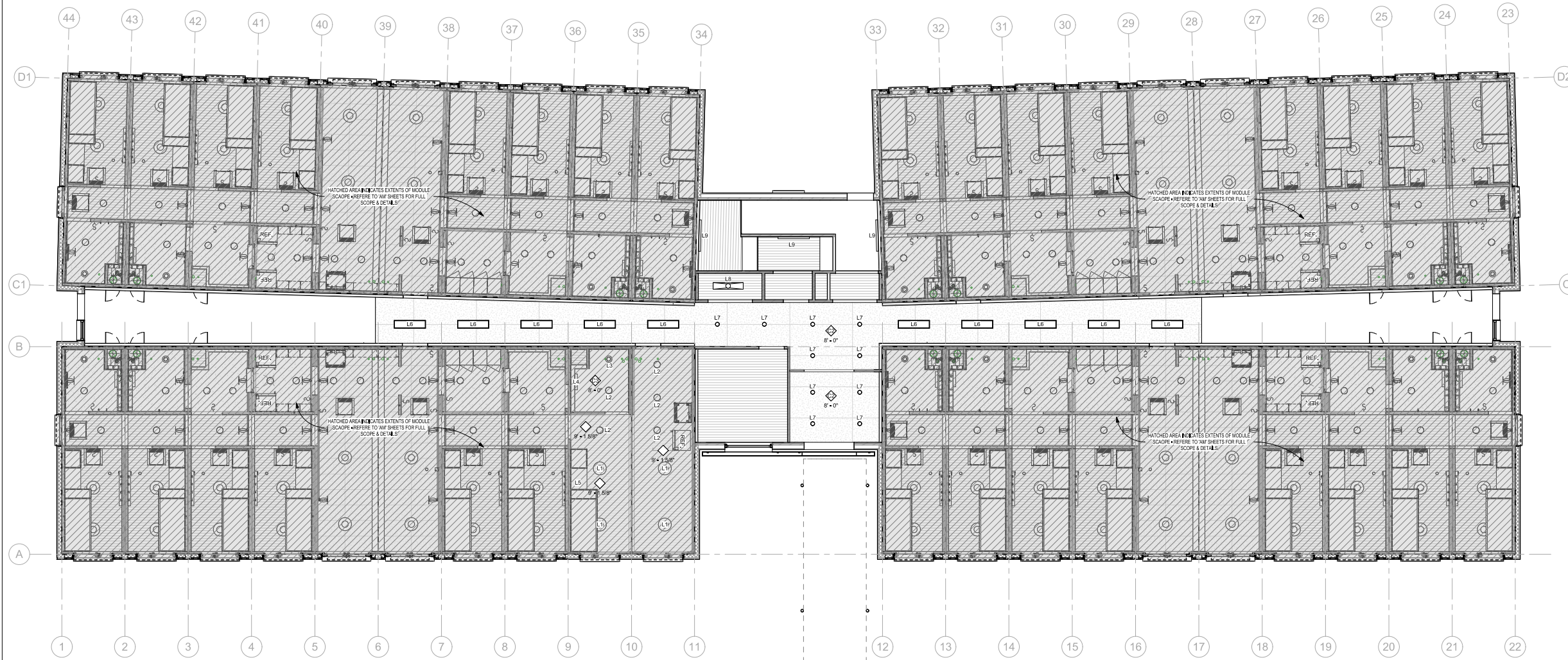
242 E. Berkeley St. 5F  
Boston, MA 02118  
Tel: 617.494.0202, fax: 617.494.0404

**Landscape Architect:**  
BrightView  
1645 Grant St.  
Denver, CO 80203  
T: 844-332-6069

**Structural Engineer:**  
RSE Associates Inc.  
63 Pleasant Street  
Suite 300  
Watertown, MA 02472  
T: 617-928-9300

**MEP Engineer:**  
Energy 1  
47 Town Center Ave.  
Big Sky, MT 59730  
T: 406-551-2917

**Fire Protection Engineer:**  
Coffman Engineers, Inc.  
751 Oslerman Drive  
#104  
Baltimore, MT 59715  
T: 406-552-1936



① LEVEL 01 - RCP  
3/16" = 1'-0"

CUP & BLR PERMIT

Issues:

Issue	Date	Description
1	12/22/2022	CUP & BLR PERMIT

**BUCKS T4 PHASE 3**

BIG SKY, MT 59720

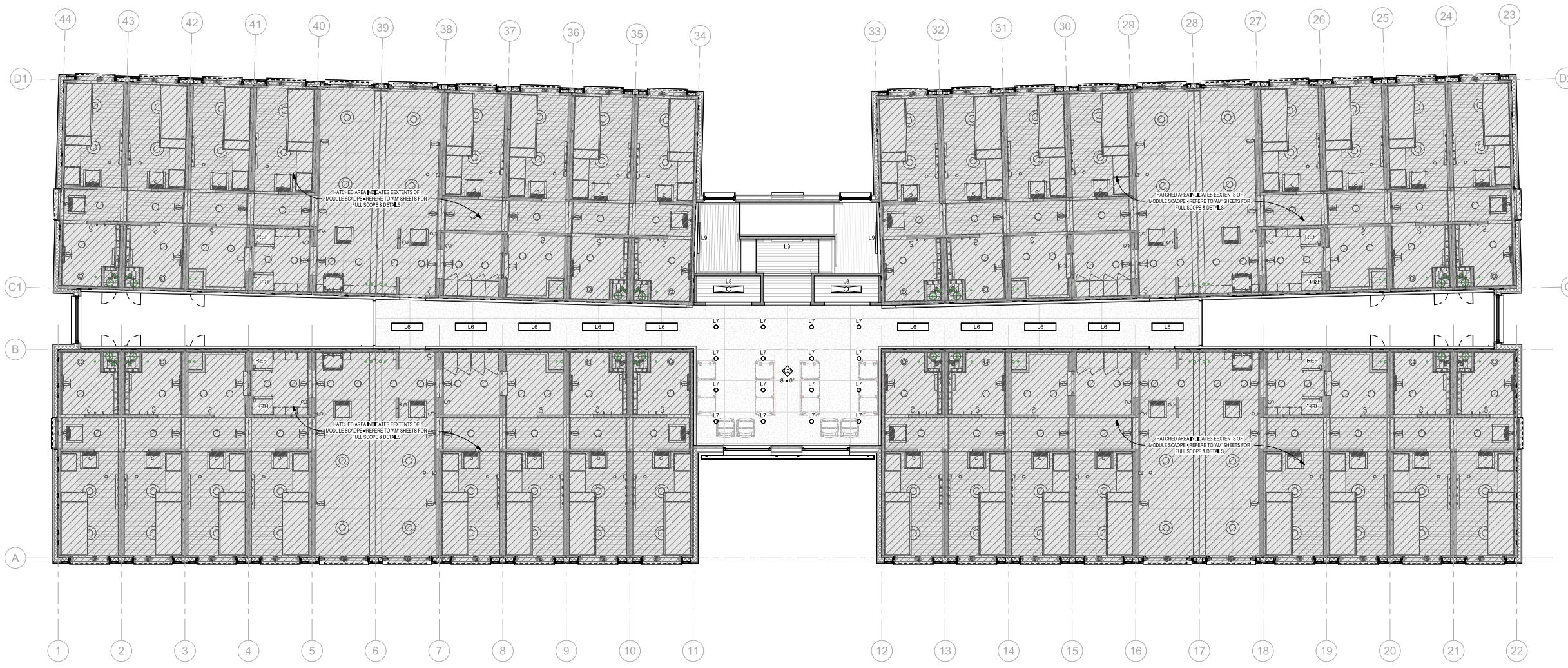
**NOT FOR CONSTRUCTION**

Date:  
12/22/2022  
CUP & BLR PERMIT PACKAGE  
Scale:  
3/16" = 1'-0"

**LEVEL 01 - REFLECTED  
CEILING PLAN**

Number  
**A1.11**

**NOT FOR CONSTRUCTION**



LEVEL 02 - RCP  
3/16" = 1'-0"

CUP & BLR PERMIT

Issues:

Issue	Date	Description
1	12/22/2022	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

NOT FOR CONSTRUCTION

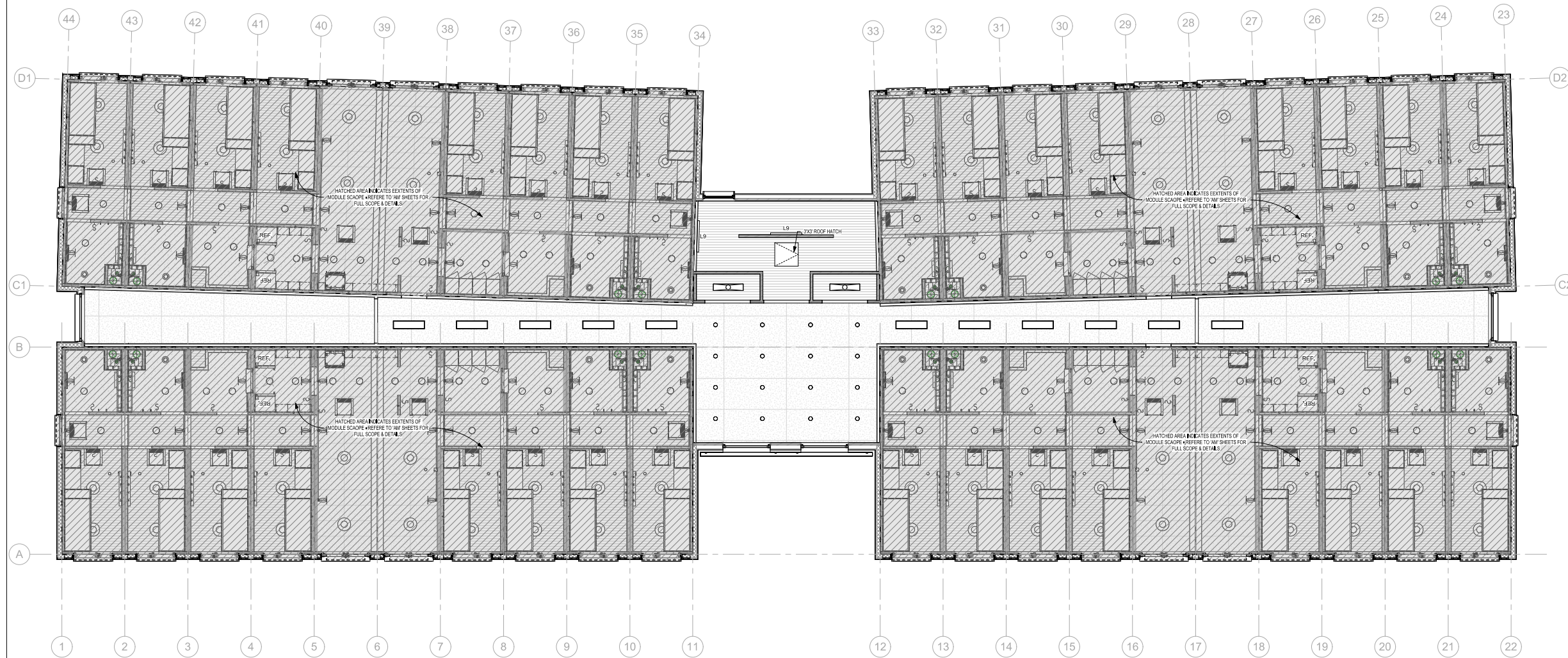
Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE  
Scale: 3/16" = 1'-0"

LEVEL 02 - REFLECTED  
CEILING PLAN

Number  
**A1.12**

NOT FOR CONSTRUCTION





① LEVEL 03 - RCP  
3/16" = 1'-0"

CUP & BLR PERMIT

Issue	Date	Number
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

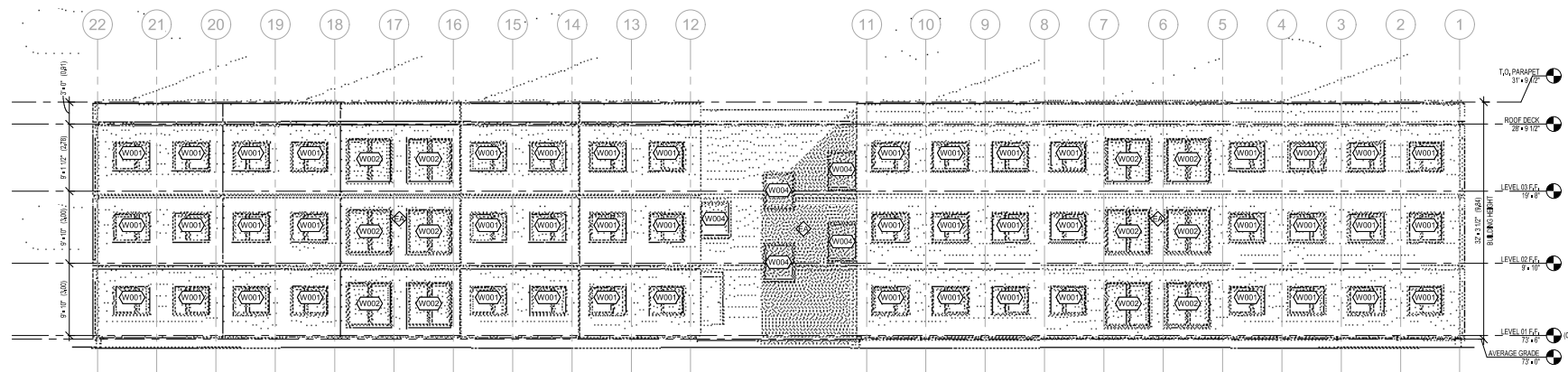
NOT FOR CONSTRUCTION

Date:  
12/22/2022  
CUP & BLR PERMIT PACKAGE  
Scale:  
3/16" = 1'-0"

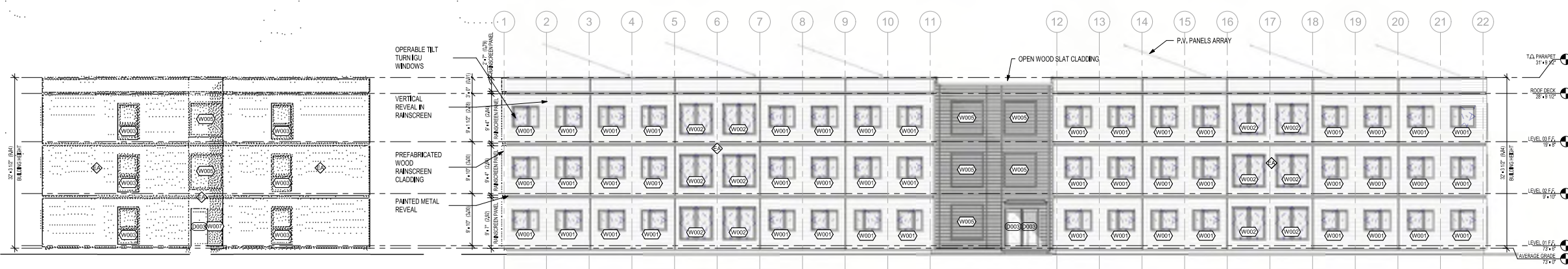
LEVEL 03 - REFLECTED  
CEILING PLAN

Number  
**A1.13**

NOT FOR CONSTRUCTION



1 EAST ELEVATION  
1/8" = 1'-0"



3 NORTH + SOUTH ELEVATION  
1/8" = 1'-0"

2 WEST ELEVATION  
1/8" = 1'-0"

CUP & BLR PERMIT

ISSUES:

DATE	NO.	DESCRIPTION
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

NOT FOR CONSTRUCTION

DATE: 12/22/2022

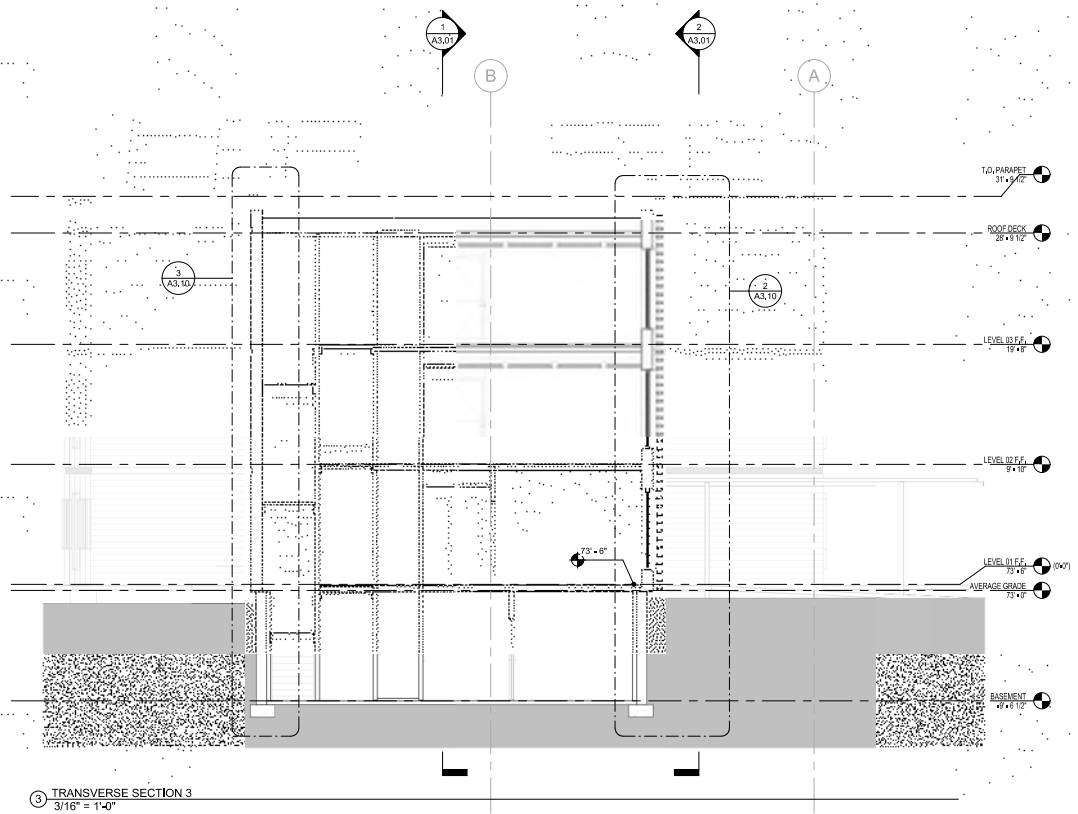
CUP & BLR PERMIT PACKAGE

SCALE: 1/8" = 1'-0"

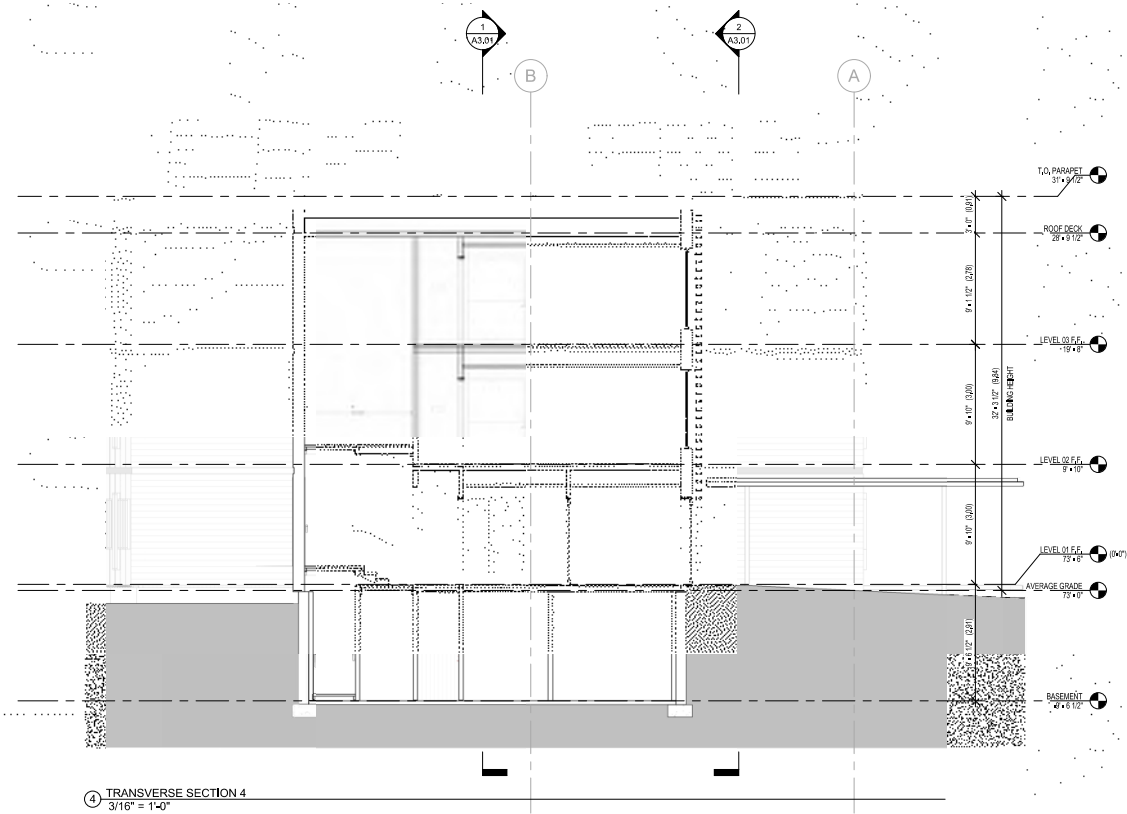
BUILDING ELEVATIONS

Sheet  
A2.00

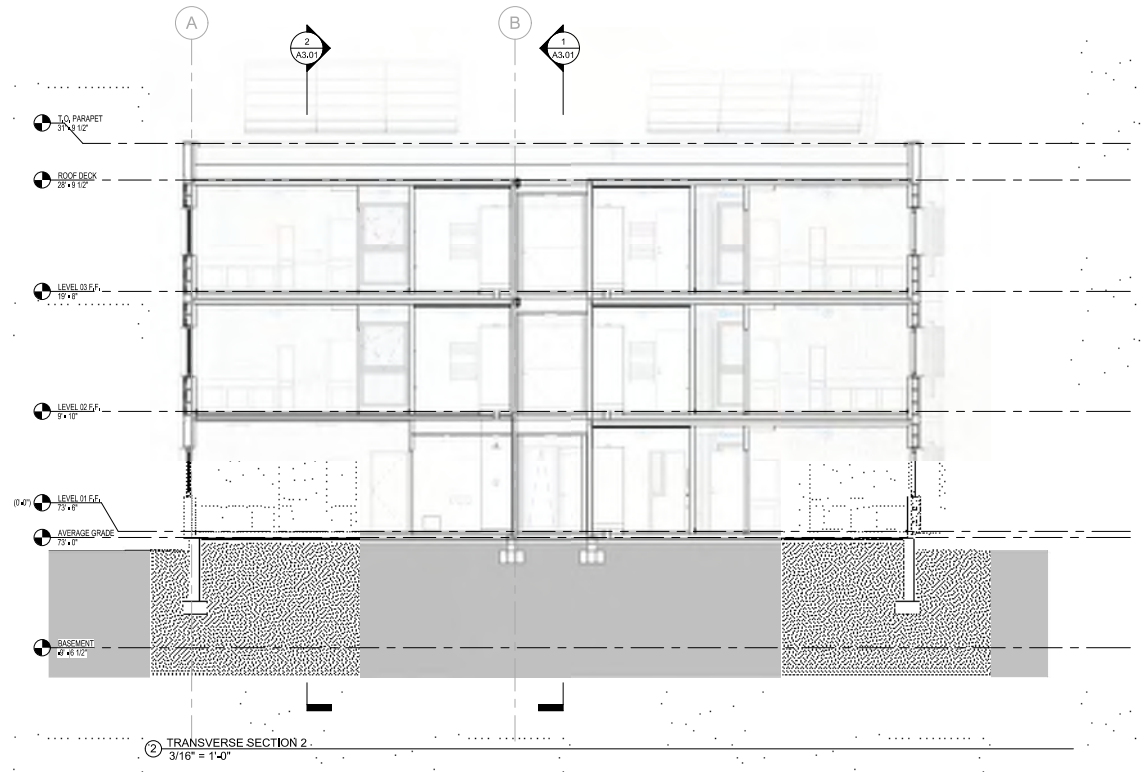
NOT FOR CONSTRUCTION



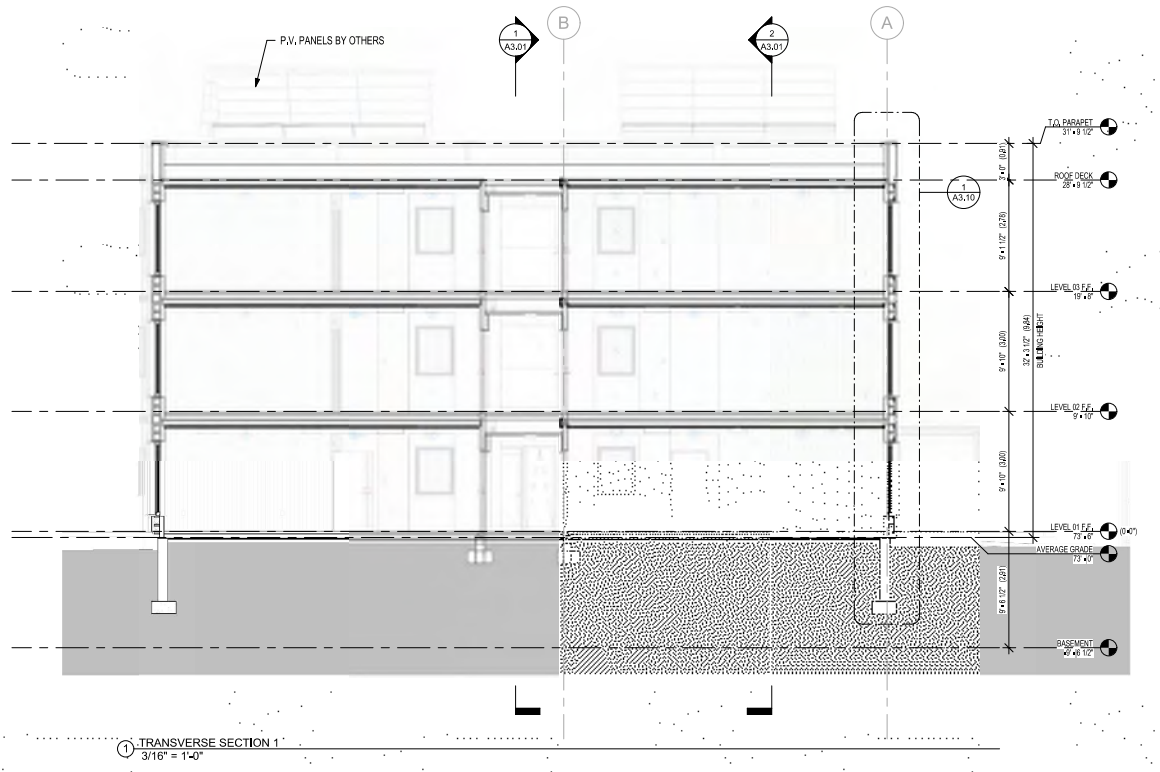
3 TRANSVERSE SECTION 3  
3/16" = 1'-0"



4 TRANSVERSE SECTION 4  
3/16" = 1'-0"



2 TRANSVERSE SECTION 2  
3/16" = 1'-0"



1 TRANSVERSE SECTION 1  
3/16" = 1'-0"

CUP & BLR PERMIT

Issues:

DATE	NUMBER	DESCRIPTION
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

NOT FOR CONSTRUCTION

Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE  
Scale: 3/16" = 1'-0"  
BUILDING SECTIONS

Number: A3.00

NOT FOR CONSTRUCTION

**Peter Rose + Partners**

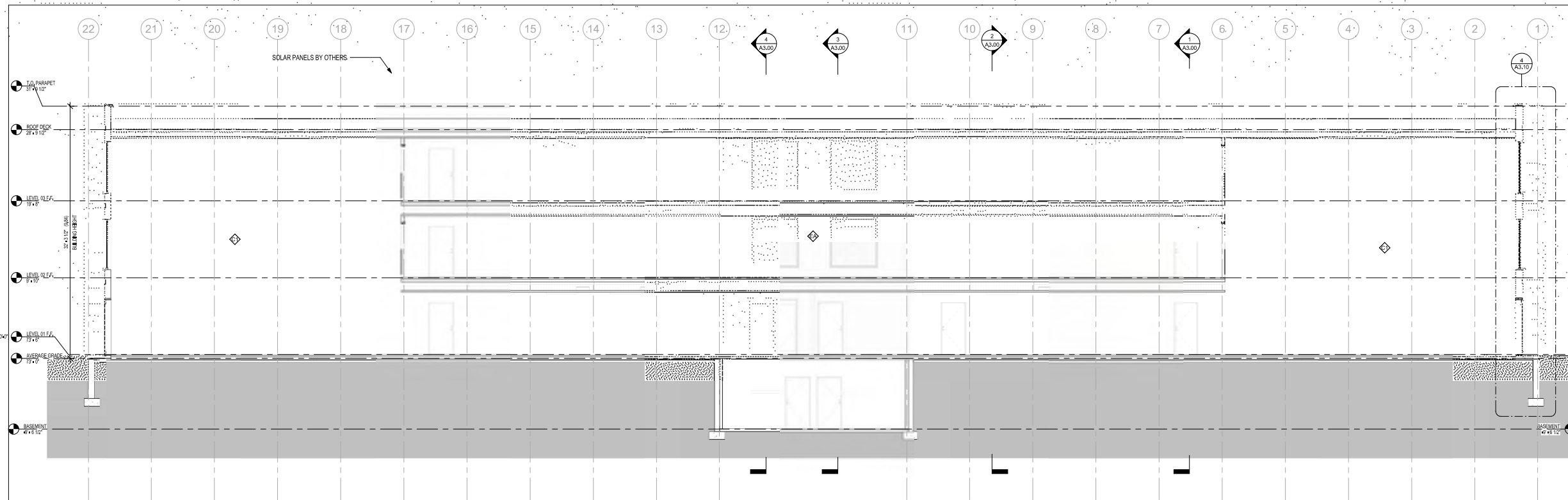
242 E. Berkeley St. 5F  
Boston, MA 02118  
Tel: 617.494.0202, fax: 617.494.0404

**Landscape Architect:**  
BrightView  
1645 Grant St.  
Denver, CO 80203  
T: 844-332-6069

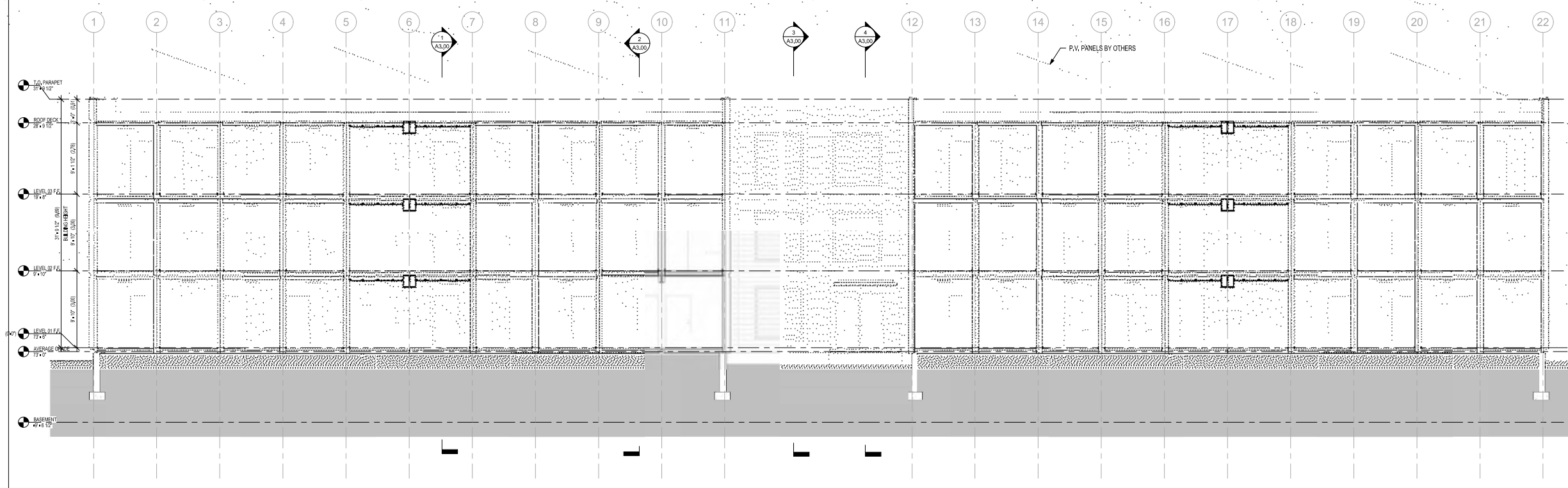
**Structural Engineer:**  
RSE Associates Inc.  
63 Pleasant Street  
Suite 300  
Watertown, MA 02472  
T: 617-928-9330

**MEP Engineer:**  
Energy 1  
47 Town Center Ave.  
Big Sky, MT 59730  
T: 406-557-2917

**Fire Protection Engineer:**  
Coffman Engineers, Inc.  
751 Oslerman Drive  
#104  
Baltimore, MD 21211  
T: 410-582-1936



① LONGITUDINAL SECTION 1  
3/16" = 1'-0"



② LONGITUDINAL SECTION 2  
3/16" = 1'-0"

CUP & BLR PERMIT

Issues:

Date	Number	Description
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

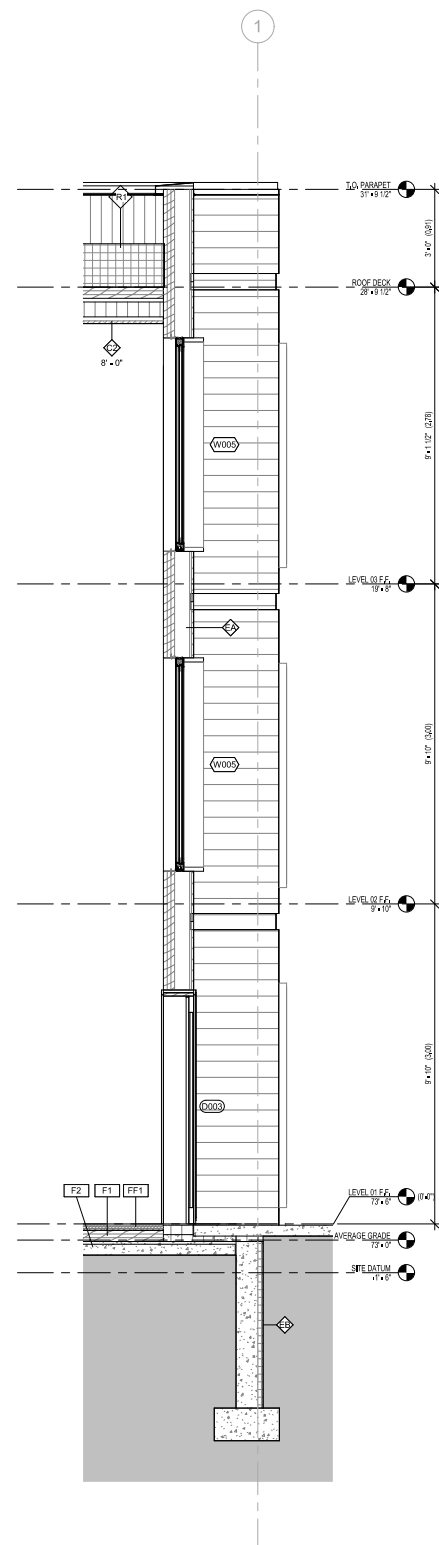
NOT FOR CONSTRUCTION

Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE  
Scale: 3/16" = 1'-0"

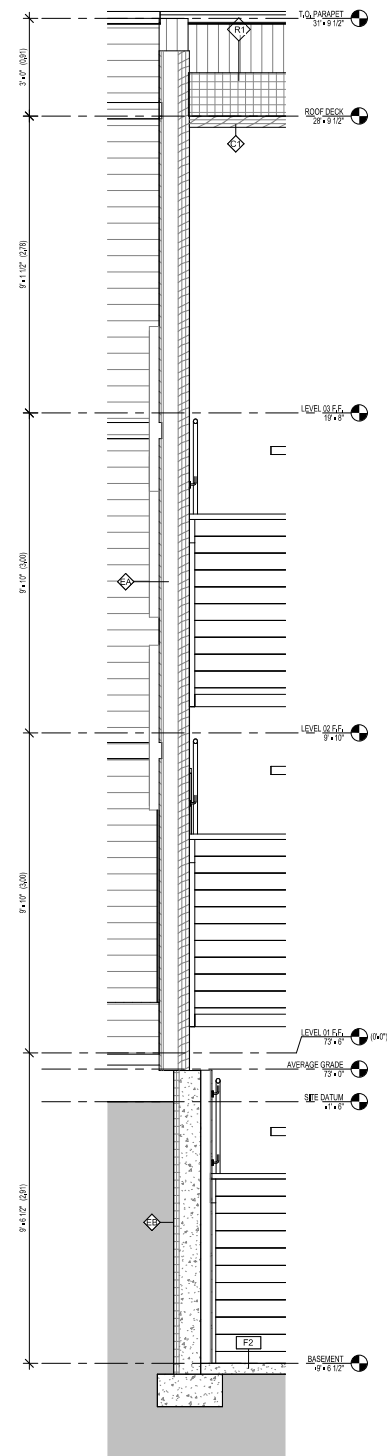
BUILDING SECTIONS

A3.01

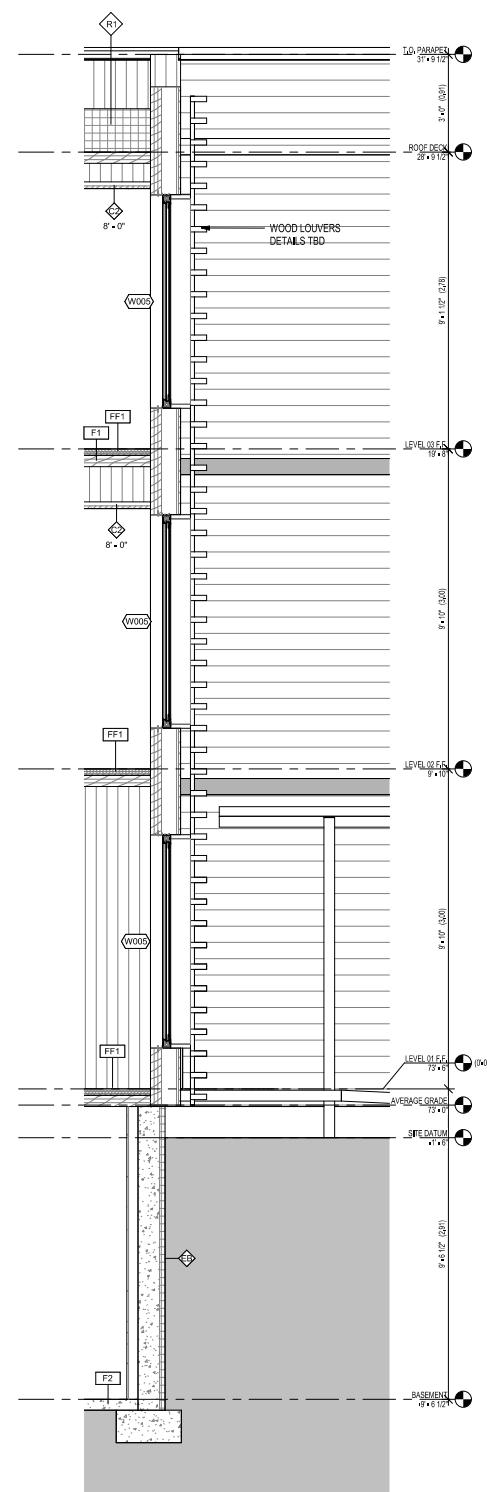
NOT FOR CONSTRUCTION



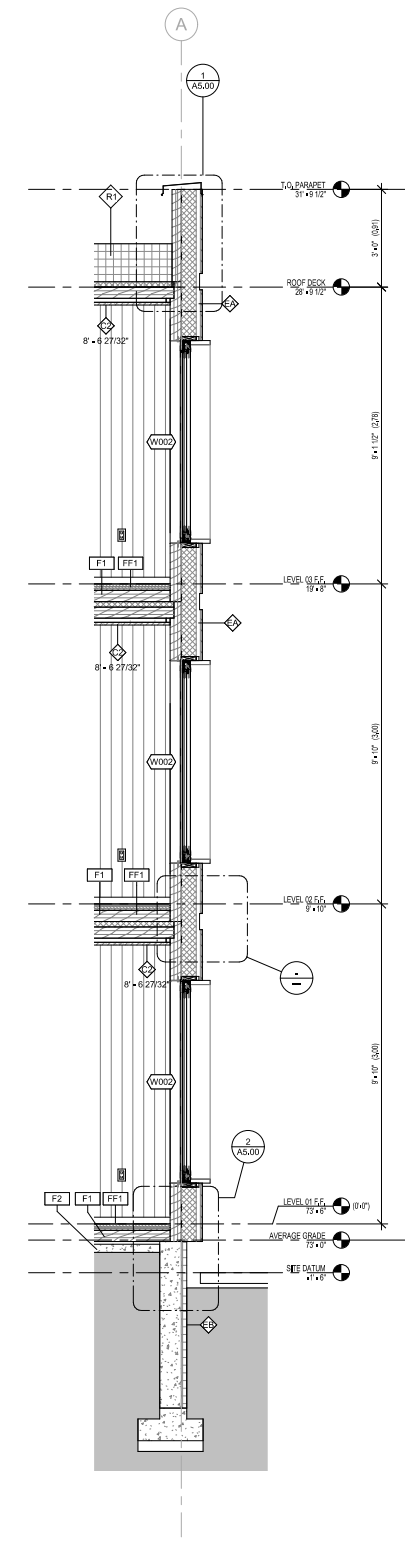
④ WALL SECTION @ CORRIDOR ENDS  
1/2" = 1'-0"



③ WALL SECTION @ STAIRS  
1/2" = 1'-0"



② WALL SECTION @ LOBBY  
1/2" = 1'-0"



① WALL SECTION @ BEDROOM  
1/2" = 1'-0"

Issues:

BUCKS T4 PHASE 3

BIG SKY, MT 59720

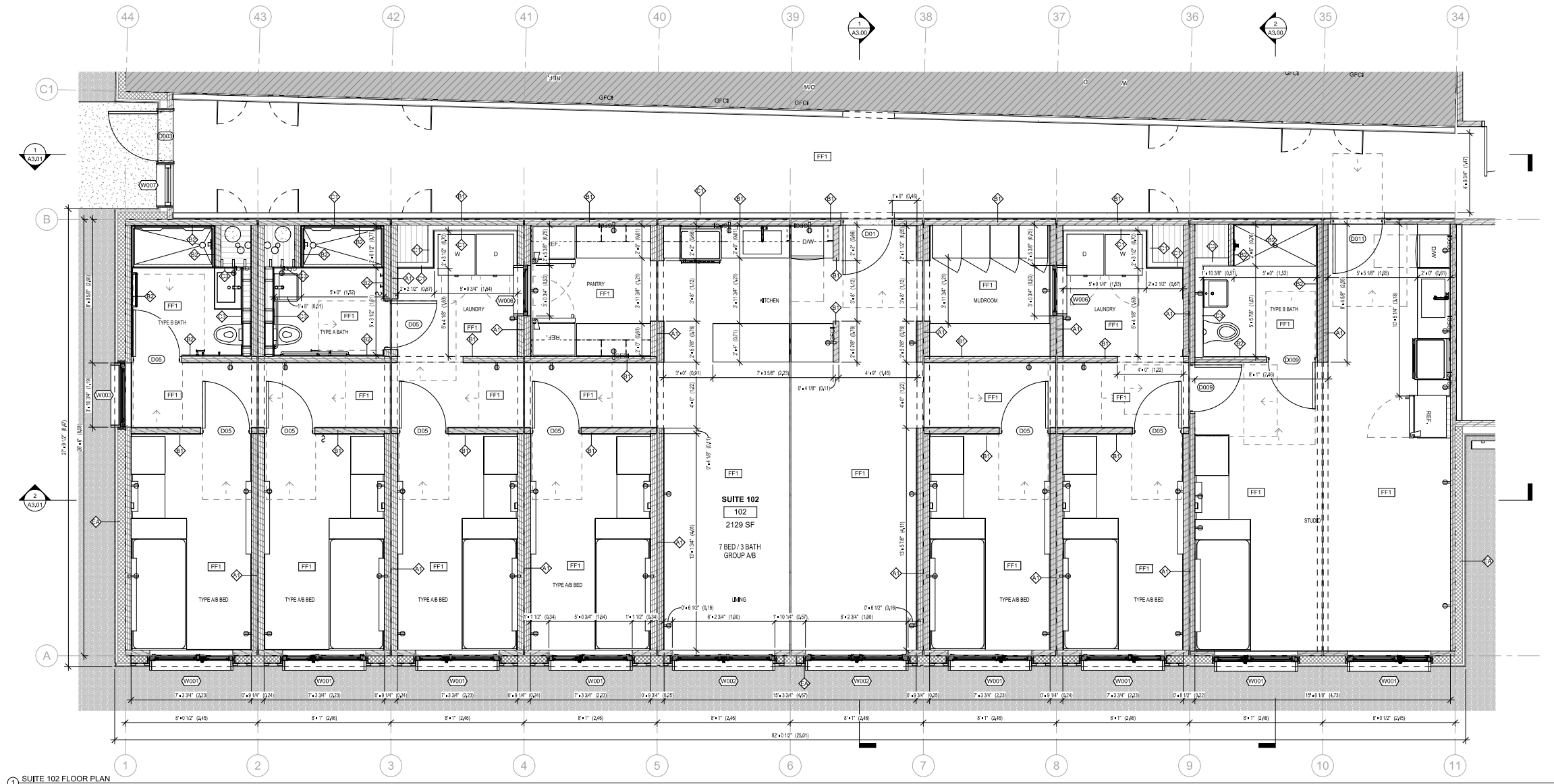
NOT FOR CONSTRUCTION

Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE  
1/2" = 1'-0"

WALL SECTIONS

A3.10

NOT FOR CONSTRUCTION



1 SUITE 102 FLOOR PLAN  
3/8" = 1'-0"

CUP & BLR PERMIT

Issues:

Issue	Number	Description
12/22/2022	1	CLIP & BLR PERMIT

BUCKS T4 PHASE 3

883 SKY, MT 59720

NOT FOR CONSTRUCTION

12/22/2022

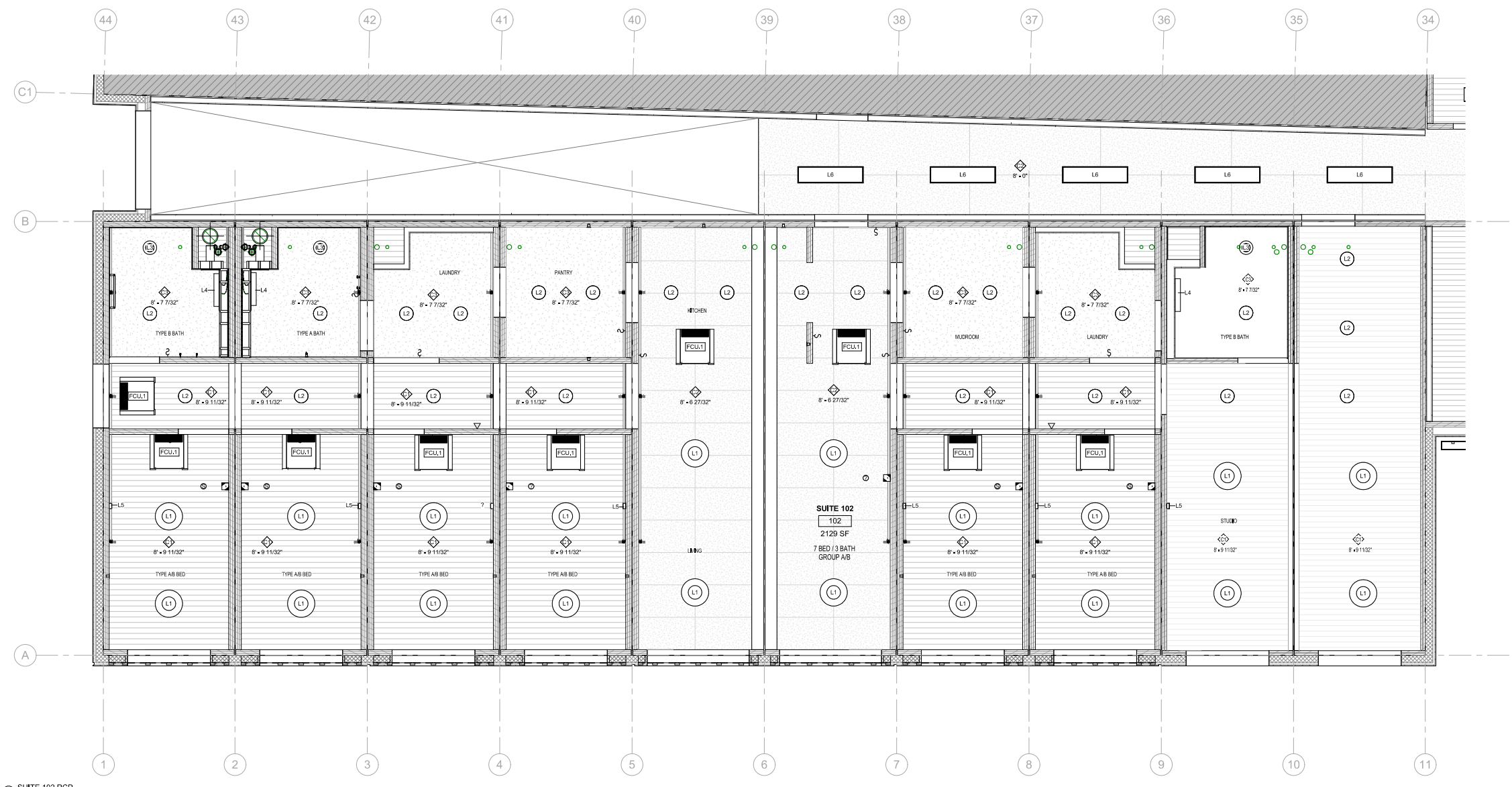
CUP & BLR PERMIT PACKAGE

3/8" = 1'-0"

SUITE 102 FLOOR PLAN

A4.00

NOT FOR CONSTRUCTION



① SUITE 102 RCP  
3/8" = 1'-0"

CUP & BLR PERMIT

Issues:	Number	Description
12/22/2022	1	CUP & BLR PERMIT

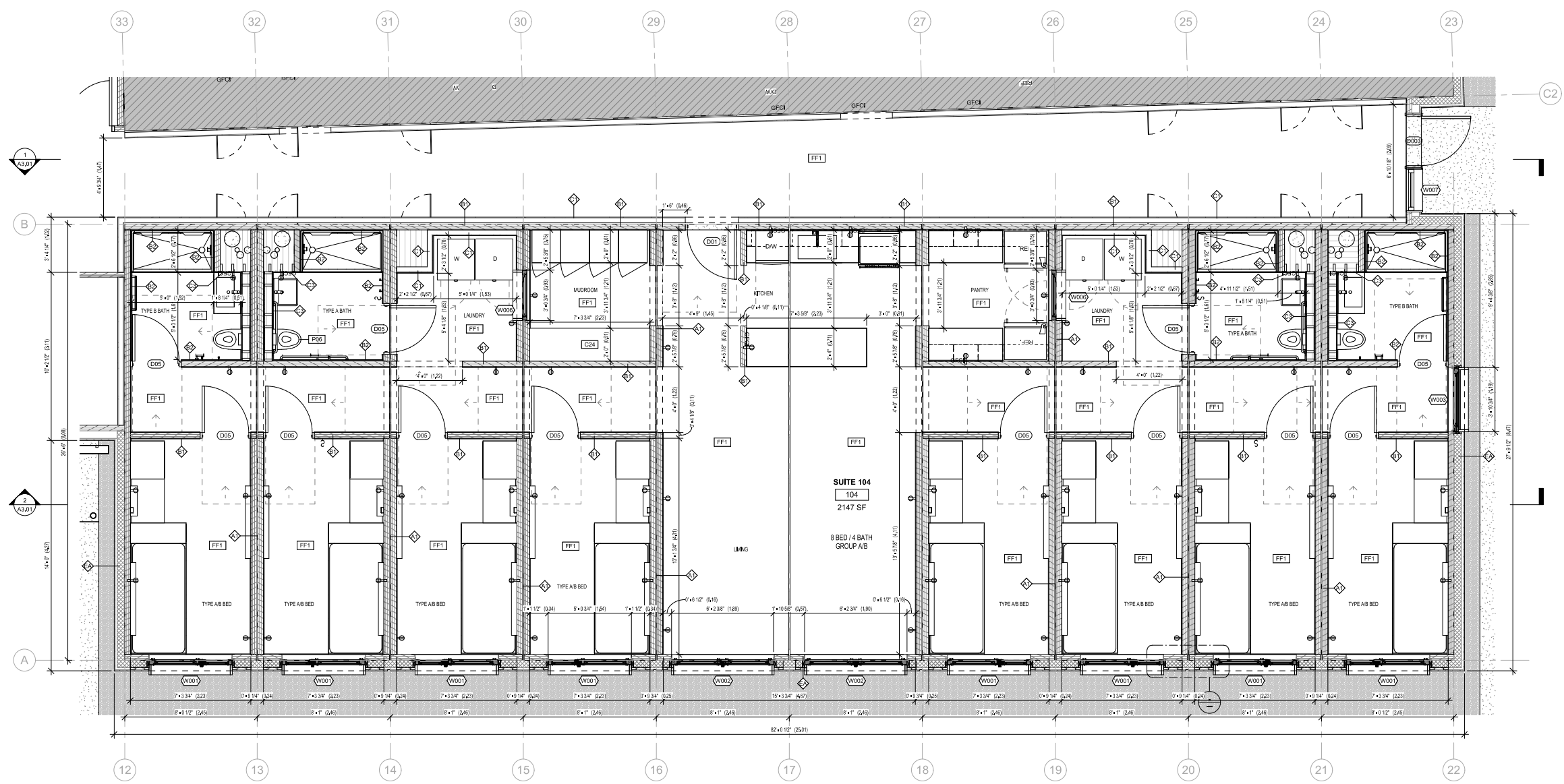
BUCKS T4 PHASE 3

BIG SKY, MT 59720

NOT FOR CONSTRUCTION

Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE  
Scale: 3/8" = 1'-0"

SUITE 102 RCP



1 SUITE 104 FLOOR PLAN  
3/8" = 1'-0"

CUP & BLR PERMIT

Issue	Date	Description
1	12/22/2022	CLIP & BLR PERMIT

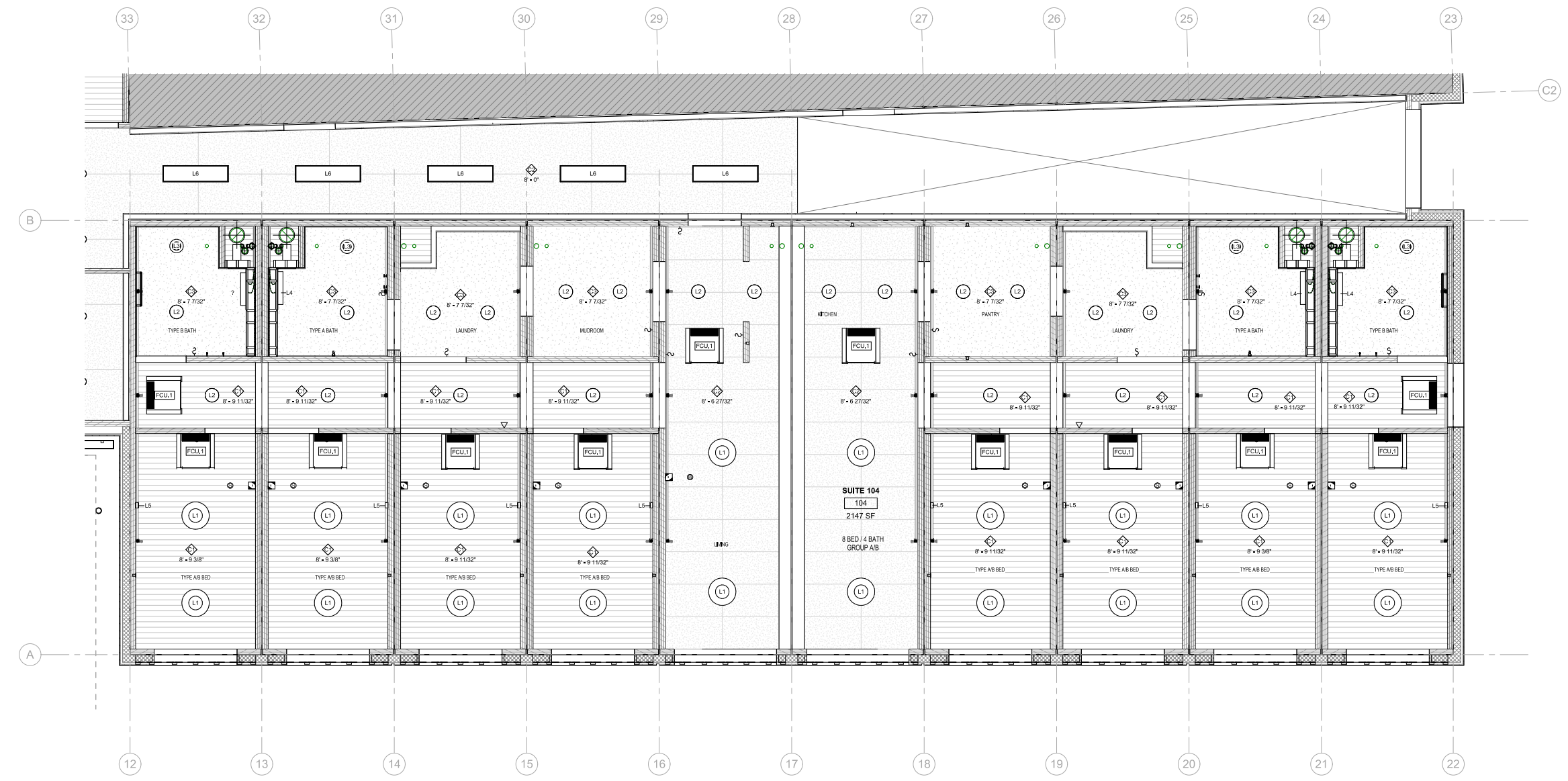
BUCKS T4 PHASE 3

883 SKY, MT 59720

NOT FOR CONSTRUCTION

Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE  
Scale: 3/8" = 1'-0"  
SUITE 104 FLOOR PLAN





1 SUITE 104 RCP  
3/8" = 1'-0"

CUP & BLR PERMIT

Issue	Number	Date
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

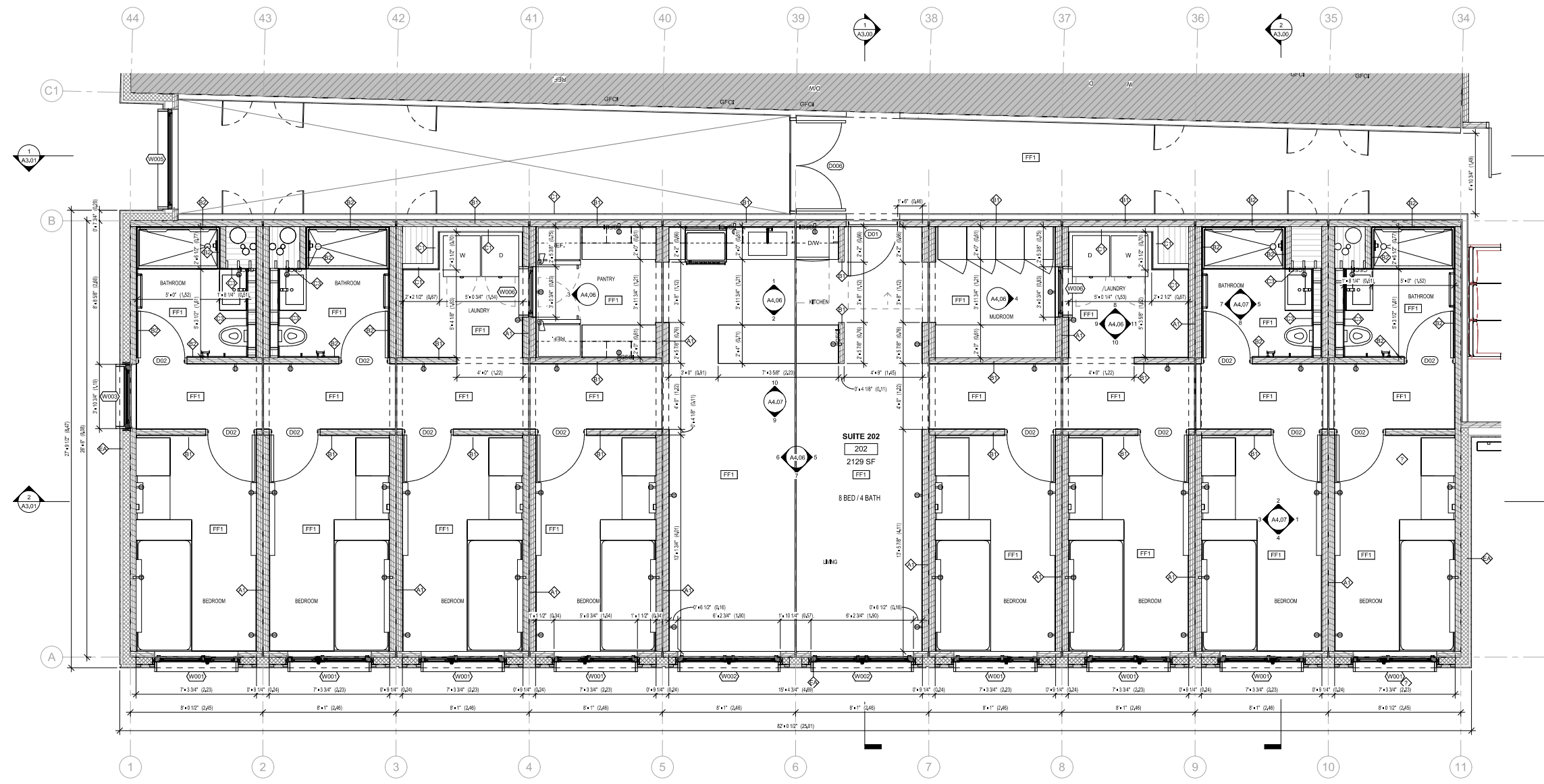
NOT FOR CONSTRUCTION

Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE  
Scale: 3/8" = 1'-0"

SUITE 104 RCP

Number  
**A4.03**

NOT FOR CONSTRUCTION



1 SUITE 202 FLOOR PLAN  
3/8" = 1'-0"

CUP & BLR PERMIT

Issues:	Number	Description
12/22/2022	1	CLIP & BLR PERMIT

BUCKS T4 PHASE 3

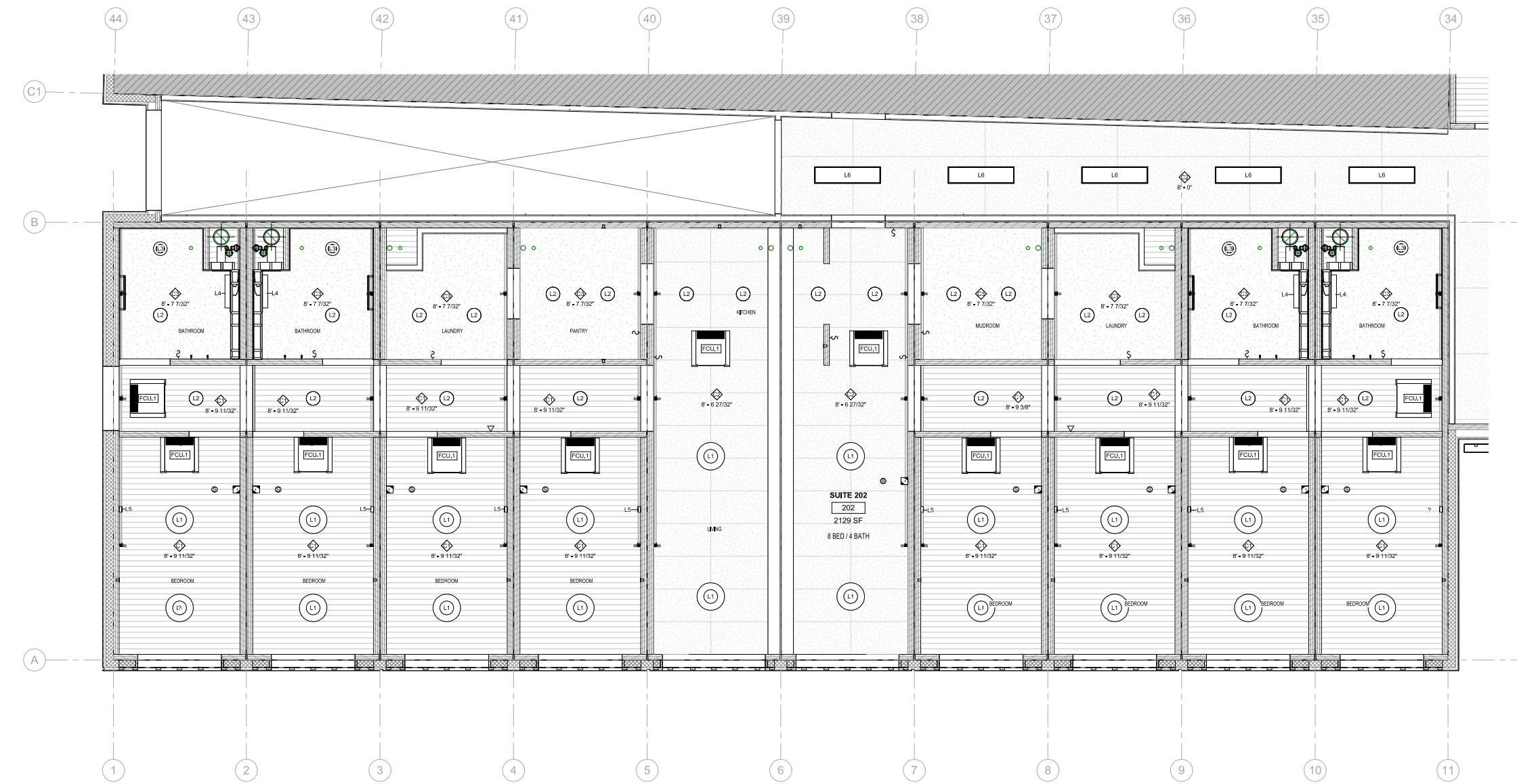
883 SKY, MT 59720

NOT FOR CONSTRUCTION

Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE  
3/8" = 1'-0"  
SUITE 202 FLOOR PLAN

Number  
**A4.04**

NOT FOR CONSTRUCTION



1 SUITE 202 RCP  
3/8" = 1'-0"

CUP & BLR PERMIT

Issues:

Date	Issue	Description
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

NOT FOR CONSTRUCTION

Date: 12/22/2022

CUP & BLR PERMIT PACKAGE

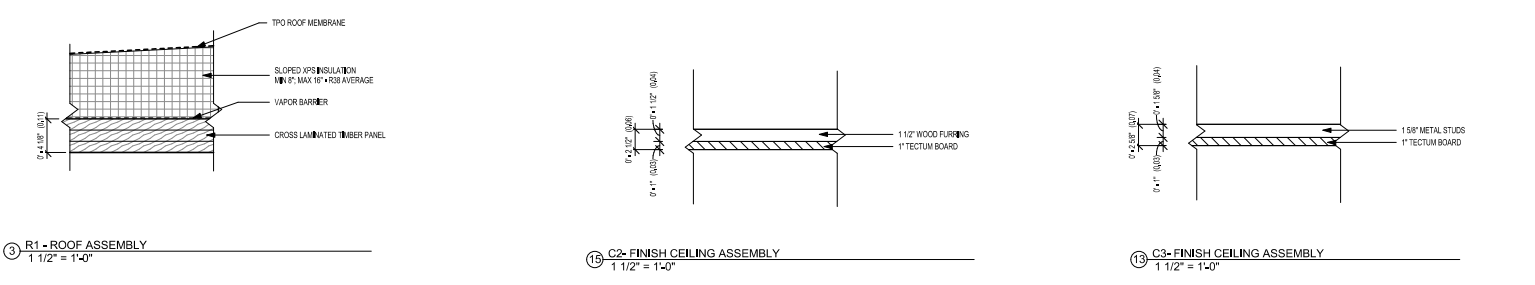
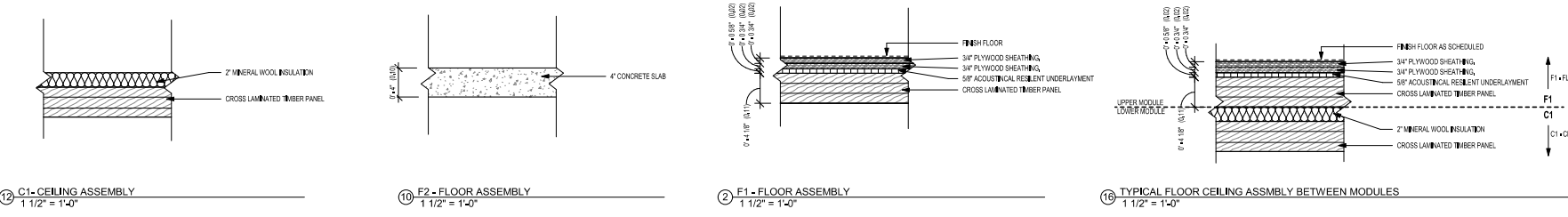
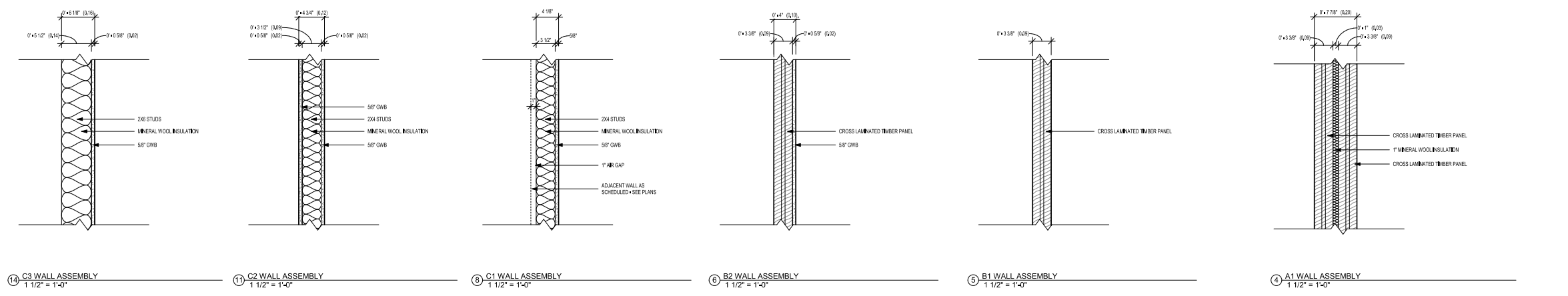
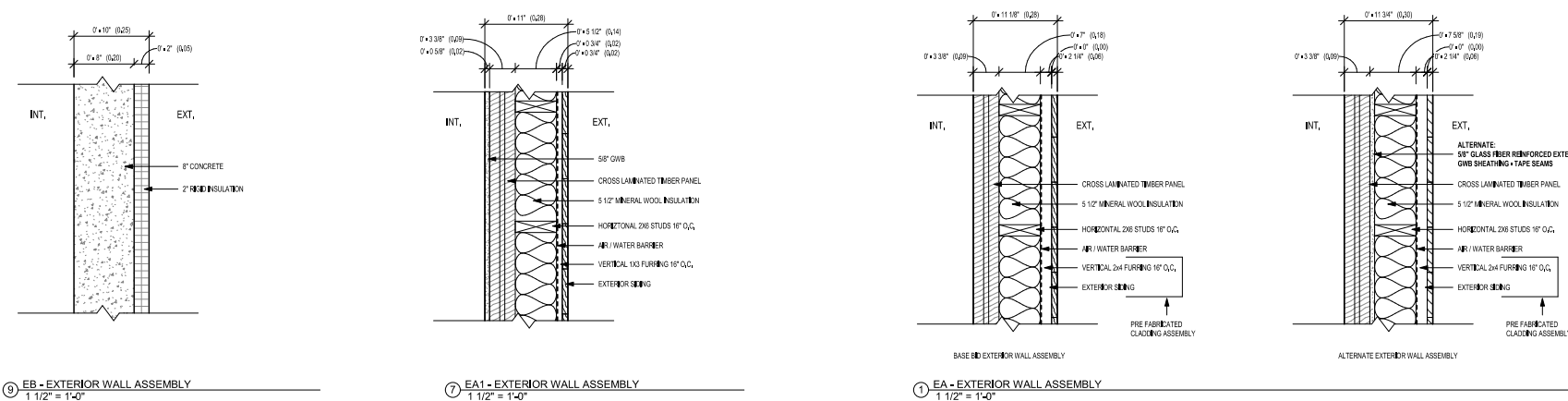
Scale: 3/8" = 1'-0"

SUITE 202 RCP

Number:

A4.05

NOT FOR CONSTRUCTION



CUP & BLR PERMIT

Issue	Number	Description
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

NOT FOR CONSTRUCTION

Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE  
Scale: 1 1/2" = 1'-0"

ASSEMBLIES

Number: A7.00

After Recording, Return To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Return To:**  
**Security Title Company**  
**P.O. Box 6550**  
**Bozeman, MT 59771-6550**  
① **STC-G-20-157**

**WARRANTY DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, **Bucks T4 Investments, LLC**, who took title as **Buck's T4 Investments, LLC**, with a mailing address of Attn: David O'Connor or Chuck Schommer, PO Box 160279, Big Sky, Montana 59716 ("Grantor"), grants unto **HF Buck's T4 LLC**, a Delaware limited liability company, with a mailing address of PO Box 160040, Big Sky, Montana 59716 ("Grantee"), real property located in Gallatin County, Montana more particularly described below as:

**Parcel I:**

**Tract 1, of The Final Plat of Minor Subdivision No. 373, in Gallatin County, Montana, according to the official plat thereof and of record in the office of the Clerk and Recorder, Gallatin County, Montana.**

**Parcel II:**

**The NW1/4NE1/4NE1/4 of Section 8, Township 7 South, Range 4 East, M.P.M., Gallatin County, Montana, EXCEPTING THEREFROM the East 150 feet of the NW1/4NE1/4NE1/4, more particularly described as follows: Begin at the Northeast corner of said Section 8, thence South 89°37'37" West on and along the North line of said Section 8, a distance of 812.23 feet to the true point of beginning. Thence South 0°07'58" East, a distance of 662.10 feet, thence South 89°39'04" West, a distance of 511.86 feet, thence North 0°09'56" West a distance of 661.88 feet to the North line of said Section 8. Thence North 89°37'37" East, on and along said North line, a distance of 512.23 feet to the true point of beginning, according to Certificate of Survey No. 791.**

TOGETHER with all buildings, fixtures and improvements thereon and all rights-of-way, tenements, hereditaments, water rights, privileges and appurtenances thereto.

TO HAVE AND TO HOLD unto Grantee, and Grantee's successors and assigns, forever, SUBJECT TO THE FOLLOWING:

- (a) Reservations and exceptions in patents from the United States and the State of Montana.
- (b) Existing easements and rights-of-way of record, and existing encroachments of record, if any.
- (c) Mineral and royalty reservations and conveyances of record.
- (d) Building, use, zoning, sanitary and environmental restrictions, requirements, notices, waivers and all other items of record, excepting and excluding monetary liens of record.
- (e) Taxes and assessments for 2020 and subsequent years.

EXCEPT with reference to the items referred to in paragraphs (a) to (e) inclusive, this deed is given with the usual covenants expressed in Montana Code Annotated § 30-11-110.

DATED this 1<sup>st</sup> day of June, 2020.

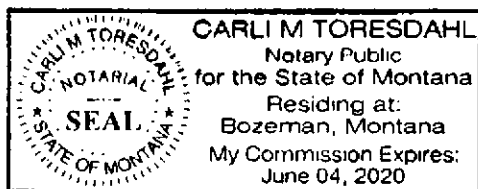
**BUCKS T4 INVESTMENTS, LLC**

*David R.F. O'Connor*  
 \_\_\_\_\_  
 By: David R.F. O'Connor  
 Its: Member

STATE OF MONTANA    )  
                                       : ss.  
 COUNTY OF GALLATIN    )

On this 1<sup>st</sup> day of June, 2020, before me personally appeared David R.F. O'Connor, whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same as a member, of, for and on behalf of BUCKS T4 INVESTMENTS, LLC.

*Carli M. Toresdahl*  
 \_\_\_\_\_  
 (Print Name: \_\_\_\_\_)  
 Notary Public for the State of \_\_\_\_\_  
 Residing at: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_





# SECURITY TITLE COMPANY

**INQUIRIES TO:**

**Title Officer:**  
Direct Line:

**Cory Berkram** (cberkram@sectitle.com)  
(406) 522-5540

**COPIES TO:**

**Bayard Dominick, Lone Mountain Land Company**  
**Cryder Bancroft, Lone Mountain Land Company**

## COMMITMENT FOR TITLE INSURANCE

**SELLER:** HF Buck's T4 LLC

**BUYER:** To Be Determined

**ORDER #:** G-22-2285

**ADDRESS:** 46625 Gallatin Road  
Gallatin Gateway, MT 59730

Serving Gallatin, Madison and Park Counties



# ALTA Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.


If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

Issued through the Office of  
Security Title Company of Montana  
600 South 19th Avenue  
Bozeman, MT 59718

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

Cory Berkram, License #: \_\_\_\_\_  
Authorized Signatory

By  President  
Attest  Secretary



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## **6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## **7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

## **8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## **9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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# Schedule A

ALTA COMMITMENT

Order Number: **G-22-2285**

Property Address: **46625 Gallatin Road, Gallatin Gateway, MT 59730**

1. Effective Date: **12/15/2022 at 7:30 AM**

2. Policy to be issued:

(a) ALTA Owner's Policy

Standard Coverage	<input checked="" type="checkbox"/>	Amount:	<b>\$ To Be Determined</b>
Extended Coverage	<input type="checkbox"/>	Premium:	<b>\$ To Be Determined</b>

Endorsements: **\$**

*Proposed Insured: **To Be Determined and Approved by the Company***

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

**HF Buck's T4 LLC, a Delaware Limited Liability Company**

4. The Land is described as follows:

**See legal description in Exhibit "A" attached hereto and made a part hereof.**

**Old Republic National Title Insurance Company**

\_\_\_\_\_  
*Authorized Signatory*  
Security Title Company of Montana,  
1160 South 29th Avenue, Bozeman, MT 59718

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*



## Exhibit A

ALTA COMMITMENT

### Property Description

**Parcel I:**

Tract 1, of Minor Subdivision No. 373A, being Correction to the Amended Final Plat of Tract One, Minor Subdivision 373, in Gallatin County, Montana, according to the official plat thereof and of record in the office of the Clerk and Recorder, Gallatin County, Montana.

**Parcel II:**

The NW1/4NE1/4NE1/4 of Section 8, Township 7 South, Range 4 East, M.P.M., Gallatin County, Montana, EXCEPTING THEREFROM the East 150 feet of the NW1/4NE1/4NE1/4, more particularly described as follows: Begin at the Northeast corner of said Section 8, thence South 89°37'37" West on and along the North line of said Section 8, a distance of 812.23 feet to the true point of beginning. Thence South 0°07'58" East, a distance of 662.10 feet, thence South 89°39'04" West, a distance of 511.86 feet, thence North 0°09'56" West a distance of 661.88 feet to the North line of said Section 8. Thence North 89°37'37" East, on and along said North line, a distance of 512.23 feet to the true point of beginning, according to Certificate of Survey No. 791.

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## Schedule B-I

ALTA COMMITMENT

### Requirements

**All of the following Requirements must be met:**

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to the Company creating the interest in the Land and/or the Mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this 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.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney form must be submitted for review prior to closing.
6. We require the borrower/seller to execute a Seller or Borrower Affidavit and Indemnity.

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## Schedule B-II

ALTA COMMITMENT

### 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. **Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.**
2. **Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.**
3. **Easements, claims of easement or encumbrances which are not shown by the public records.**
4. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.**
5. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.**
6. **Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.**
7. **Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the public records.**
8. General and special taxes and assessments for the year 2022. First installment shows paid; second installment shows payable.
9. General and special taxes and assessments for the year 2021. First installment shows delinquent in the amount of \$35,608.12, plus penalty and interest; second installment shows payable in the amount of \$35,608.09. Parcel No. RLF19110. (Affects Parcel I)
10. General and special taxes and assessments for the year 2021. First installment shows paid in the amount of \$410.75; second installment shows payable in the amount of \$410.73. Parcel No. RLF24748. (Affects Parcel II)

11. General and special taxes and assessments for the year 2022 for a 1980 Champion Clifton Mobile Home, Serial #CIDA1364CIDA1365, Title #AA1528845; first installment shows paid in the amount of \$121.19; second installment shows paid in the amount of \$121.18. Parcel No. MMM4912.
12. General and special taxes and assessments for the year 2022 for a 1980 Champion Clifton Mobile Home, Serial #CIDA1368CIDA1369, Title #AA1528846; first installment shows paid in the amount of \$121.19; second installment shows paid in the amount of \$121.18. Parcel No. MMM4922.
13. General and special taxes and assessments for the year 2022 for a 1980 Champion Clifton Mobile Home, Serial #CIDA1366CIDA1367, Title #AA1528847; first installment shows paid in the amount of \$121.19; second installment shows paid in the amount of \$121.18. Parcel No. MMM4923.
14. General and special taxes and assessments for the year 2022 for a 2014 MHE Mobile Home, Serial #M039161; first installment shows paid in the amount of \$243.95; second installment shows paid in the amount of \$243.95. Parcel No. MMM7164.
15. General and special taxes and assessments for the year 2022 for a 2014 MHE Mobile Home, Serial #M039162; first installment shows paid in the amount of \$243.95; second installment shows paid in the amount of \$243.95. Parcel No. MMM7166.
16. County road rights-of-way not recorded and indexed as a conveyance in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A.
17. Right of Way Easement granted to The Montana Power Company, recorded October 13, 1949 in Book 99 of Deeds, Page 335, records of Gallatin County, Montana.

Deed conveying all existing easements from Northwestern Energy, L.L.C., formerly known as The Montana Power, L.L.C., successor by merger to the remaining utility business of The Montana Power Company to Northwestern Corporation, recorded December 4, 2002, Document No. 2089795, records of Gallatin County, Montana.

18. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of Minor Subdivision No. 373, recorded September 9, 2005, Document No. 2201241, and Minor Subdivision No. 373A, a Correction to the Amended Plat of Tract One, recorded October 2, 2020, Document No. 2703066, records of Gallatin County, Montana, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
19. Terms, conditions, restrictions and all other disclosures contained in the Declaration of Protective Covenants and Restrictions and Grant of Easements for Tract II of Minor Subdivision #, recorded September 9, 2005, Document No. 2201245, records of Gallatin County, Montana.

Second Amendment to Declaration of Protective Covenants and Restriction and Grant of Easements, recorded April 27, 2020, Document No. 2679683, records of Gallatin County, Montana.

BUT DELETING FROM THE HEREINABOVE Covenants and Amendments any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

20. Reservations and restrictions contained in Certificate of Subdivision Plat Approval, recorded September 9, 2005, Document No. 2201243, records of Gallatin County, Montana.

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21. Terms, conditions, restrictions and all other disclosures contained in the Subdivision Plat or Certificate of Survey Local Health Officer Approval, recorded September 9, 2005, Document No. 2201244, records of Gallatin County, Montana.
22. Terms, conditions, restrictions and all other disclosures contained in the Subdivision Plat or Certificate of Survey Local Health Officer Approval, recorded November 27, 2020, Document No. 2710561, records of Gallatin County, Montana.
23. Reservations and restrictions contained in Certificate of Subdivision Plat Approval, recorded November 27, 2020, Document No. 2710562, records of Gallatin County, Montana.
24. Terms, conditions, restrictions and all other disclosures contained in the Underground Electric Easement, recorded December 4, 2020, Document No. 2711216, records of Gallatin County, Montana.
25. Terms, conditions, restrictions and all other disclosures contained in the Notice of Decision by the Gallatin Canyon/Big Sky Planning and Zoning Commission Regarding File No. Z2021-013, recorded January 13, 2021, Document No. 2716353, records of Gallatin County, Montana.
26. Terms, conditions, restrictions and all other disclosures contained in the Amended and Restated Bylaws of the Lazy J Utility Association, Inc., recorded January 14, 2021, Document No. 2716571, records of Gallatin County, Montana.

Resolution of Board of Directors of Lazy J Utility Association, Inc., recorded September 21, 2021, Document No. 2751423, records of Gallatin County, Montana.

Resolution of Board of Directors of Lazy J Utility Association, Inc., recorded January 6, 2022, Document No. 2763752, records of Gallatin County, Montana.

BUT DELETING FROM THE HEREINABOVE Covenants and Amendments any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

27. Terms, conditions, restrictions and all other disclosures contained in the Rules and Regulations for Lazy J Utility Association, Inc., recorded January 14, 2021, Document No. 2716572, records of Gallatin County, Montana, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
28. Terms, conditions, restrictions and all other disclosures contained in the Notice of Decision by the Gallatin County Commission Regarding File No. BLR2021-001, recorded February 19, 2021, Document No. 2721377, records of Gallatin County, Montana.
29. DEED OF TRUST to secure an indebtedness and any other amounts and/or obligations secured thereby:

Dated: May 20, 2020

Grantor: HF Buck's T4 LLC

Trustee: Security Title Company

Beneficiary: Stockman Bank of Montana

Amount: \$7,044,812.60

Recorded: June 1, 2020, Document No. 2683650, records of Gallatin County, Montana.

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30. CONSTRUCTION DEED OF TRUST to secure an indebtedness and any other amounts and/or obligations secured thereby:

Dated: October 30, 2020

Grantor: HF Buck's T4 LLC

Trustee: Security Title Company

Beneficiary: Stockman Bank of Montana

Amount: \$5,357,402.05

Recorded: December 4, 2020, Document No. 2711235, records of Gallatin County, Montana.

31. Notice of the Right to Claim a Lien to Bucks T4 Investments LLC by Western States Fire Protection Company, filed June 22, 2020, Document No. 2686034, records of Gallatin County, Montana.

Continuation of Notice of a Right to Claim a Lien, filed June 7, 2021, Document No. 2736784, records of Gallatin County, Montana.

Continuation of Notice of a Right to Claim a Lien, filed June 7, 2022, Document No. 2777805, records of Gallatin County, Montana.

**NOTES:**

**A Realty Transfer Certificate must be submitted before forthcoming instruments of transfer can be placed of record and when property is not served by a public service water supply, a statement concerning transfer or non-transfer of water right must appear thereon.**

**Title is to vest in a person(s) or entity(s) not yet disclosed and when so disclosed will be subject to a search of the public records in regard to said disclosure.**

**No liability is assumed hereunder until full policy premium is paid.**

**Regulations imposed on the title insurance industry by the Montana State Insurance Commission require that a fee be charged for cancellation.**

**END OF EXCEPTIONS**

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**FACTS****WHAT DOES OLD REPUBLIC TITLE  
DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver’s license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can’t I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates’ everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys’ Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn’t jointly market.</i></li> </ul>

<b>Affiliates Who May be Delivering This Notice</b>				
<b>American First Title &amp; Trust Company</b>	<b>American Guaranty Title Insurance Company</b>	<b>Attorneys' Title Fund Services, LLC</b>	<b>Compass Abstract, Inc.</b>	<b>eRecording Partners Network, LLC</b>
<b>Genesis Abstract, LLC</b>	<b>Guardian Consumer Services, Inc.</b>	<b>iMarc, Inc.</b>	<b>Kansas City Management Group, LLC</b>	<b>L.T. Service Corp.</b>
<b>Lenders Inspection Company</b>	<b>Lex Terrae National Title Services, Inc.</b>	<b>Lex Terrae, Ltd.</b>	<b>Mississippi Valley Title Services Company</b>	<b>National Title Agent's Services Company</b>
<b>Old Republic Branch Information Services, Inc.</b>	<b>Old Republic Diversified Services, Inc.</b>	<b>Old Republic Escrow of Vancouver, Inc.</b>	<b>Old Republic Exchange Company</b>	<b>Old Republic National Ancillary Services, Inc.</b>
<b>Old Republic National Commercial Title Services, Inc.</b>	<b>Old Republic Title and Escrow of Hawaii, Ltd.</b>	<b>Old Republic National Title Insurance Company</b>	<b>Old Republic Title Company</b>	<b>Old Republic Title Companies, Inc.</b>
<b>Old Republic Title Company of Conroe</b>	<b>Old Republic Title Company of Indiana</b>	<b>Old Republic Title Company of Nevada</b>	<b>Old Republic Title Company of Oklahoma</b>	<b>Old Republic Title Company of Oregon</b>
<b>Old Republic Title Company of St. Louis</b>	<b>Old Republic Title Company of Tennessee</b>	<b>Old Republic Title Information Concepts</b>	<b>Old Republic Title Insurance Agency, Inc.</b>	<b>Old Republic Title, Ltd.</b>
<b>RamQuest Software, Inc.</b>	<b>Republic Abstract &amp; Settlement, LLC</b>	<b>Sentry Abstract Company</b>	<b>Surety Title Agency, Inc.</b>	<b>The Title Company of North Carolina</b>
<b>Trident Land Transfer Company, LLC</b>				



**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
AND GRANT OF EASEMENTS FOR TRACT II OF MINOR SUBDIVISION #**

THIS DECLARATION is made this 30 day of June, 2005,  
by Michael Scholz, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of the following described property situated in Gallatin County, Montana:

THE LEGAL DESCRIPTION OF THE REAL PROPERTY DESCRIBED ABOVE IS ATTACHED HERETO AS EXHIBIT "A" AND BY THIS REFERENCE FULLY AND COMPLETELY INCORPORATED HEREIN; and

WHEREAS, Declarant intends to develop, sell and convey the above-described real property, hereinafter referred to as Tract 2

WHEREAS, Declarant desires to subject all of said real property, together with the lots contained therein, to the covenants, conditions, restrictions and reservations herein set forth and referred to as "Covenants"; and

NOW, THEREFORE, Declarant does hereby establish, dedicate, declare, publish and impose upon the property the following Protective and Restrictive Covenants, which shall run with the land, and shall be binding upon and be for the benefit of all persons claiming such property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use, and development of the property. Such Covenants shall apply to the entire property, and all improvements placed or erected thereon, unless otherwise specifically accepted herein. The Covenants shall inure to and pass with each and every tract.

Said Covenants shall be as follows:

**ARTICLE I  
DEFINITIONS**

Section 1. The term "owner" or "lot owner" shall mean any person or entity owning a fee simple interest in a lot or a contract purchaser, whether one or more persons or entities, owning or purchasing a lot, but excluding those having a mortgage or an interest merely as security for the performance of an obligation; provided, however, that prior to the first conveyance of a lot for value, the term "owner" shall mean "Declarant" or its



successors or assigns. The term "person" hereinafter shall include any person, persons or entities.

Section 2. The term "contract purchaser" shall mean a person buying a lot pursuant to a contract for deed, Montana Trust Indenture or mortgage.

Section 3. The term "Declarant" shall mean and refer to We Five, Inc., and its successors and assigns.

Section 4. Other definitions may be found throughout these covenants and those definitions are binding upon all owners. Any term not specifically defined shall be deemed to have a common and ordinary meaning.

## ARTICLE II

### COUNTY REQUIRED COVENANTS AND PROPERTY USE

#### COUNTY REQUIRED COVENANTS:

Any covenant included throughout these Covenants, which have been required by Gallatin County as part of its subdivision process, may not be altered or amended except in accordance with the County of Gallatin. Section 1.a. and Section 13 of Article II are covenants required by Gallatin County.

Section 1. Structures

a. All new structures and structural renovations shall be constructed in compliance with the current Montana State adopted codes for construction, which includes standards for structures in earthquake susceptible areas.

b. All structures placed on Tract 2 shall have an exterior surface of natural wood, stone, steel, brick, glass or a combination thereof, colored consistent with surrounding earth tones. Any outbuildings shall be constructed so the exterior is in substantial conformity with the main structure.

c. Construction of any structure on the property must be completed within fifteen (15) months after commencement of construction.

d. Tract 2 and the structures built thereon may not be used for a bar or transient lodging facility such as a hotel or motel. A fast-food breakfast and lunch restaurant is allowed, so long as no mechanical dishwasher is installed to insure compliance with DEQ permitted capacities (900 gallons per day) relative to the sewer and water system for Tract 2. Any residential or commercial use of Tract 2 shall be limited by the present Montana Department of Environmental Quality Permit, which allocates sewer capacity for this property to 900 gallons per day average use. Any desired increase in sewer capacity for Tract 2 shall be negotiated with the owner of Tract 1.



e. Tract 1 and the structures built thereon may not be used for as a rafting outfitter or a bicycle, boat, snowmobile, or ski rental operation.

**Section 2. Offensive Activity.**

a. No noxious odors or offensive activity shall take place upon any portion of the above-described property, nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood.

b. No fireworks of any kind may be bought, sold, brought into, discharged or stored on the above-described property.

c. No firearms shall be discharged on the above-described property.

d. Dogs and other pets must be under the control of their owner at all times.

e. Property owners will adhere to the Gallatin County approved weed management plan.

Any violation of county ordinances or other regulations shall be a violation of these covenants and can be enforced by the County or individual lot owners.

**Section 3. Inoperable Vehicles.**

No inoperable vehicles, including trucks, RVs, boats, cars, vans, buses and the like, shall be kept or stored upon the real property described on Exhibit "A" and "B" unless the same are housed in a structure and kept from view of neighboring tracts.

**Section 4. Trash and Burning**

No trash, waste, garbage, litter, junk, leaves, brush, building materials or refuse shall be thrown, dumped or left on any portion of the property described on Exhibit "A" and "B", no burning of the same shall be permitted. Each owner shall provide suitable receptacles for the containment and collection of trash and garbage, which shall be screened from public view.

**Section 5. No Further Subdividing.**

Tract 2 may not be further subdivided or partitioned.

**Section 6. Outward Appearance.**

Tract 2, the grounds and buildings thereon shall be maintained in a professional, businesslike and clean fashion.



Section 7. Snow Plowing.

Snow plowing on Tract 2 shall be accomplished by a contractor selected by the owner of Tract 1. As has been historically been the case, snow from Tract 1 and Tract 2 shall be deposited, stockpiled and stored on the eastern portion of Tract 2 at least 25 feet from the present building in the designated green space area. The owners of Tract 1 shall be responsible for maintaining adequate storm water drainage over, through, and across Tract 1 so that reasonable steps are taken for the protection of Tract 2 in this regard. Storm water drainage shall also comply with any County regulation imposed upon this property.

Section 8. Parking Lot Use and Easement Grant.

The paved parking lot area existing on Tract 1 and Tract 2 shall be for the reciprocal use and benefit of the owners of Tracts 1 and 2, their guests, invitees and employees, subject to any reasonable restrictions or limitations placed upon those properties by the owners to facilitate the operations of their respective businesses without detriment to the other. The parking lot shall be repaired, replaced and maintained as needed and as directed by the owner of Tract 1 with the owner of Tract 2 to pay five percent (5%) of the repair, replacement, maintenance, striping, sealing or other work or labor to be performed to the total parking area. The 5% shall not exceed \$1,000 in any one year or \$2,000 in any five-year period. The easement granted, conveyed and given in this section shall run with the land and bind the same in perpetuity. The parties anticipate that 100 parking spaces shall be required to satisfy the parking requirements for Tract 2 during normal business hours from 7:00 a.m. to 6:00 p.m., seven days a week and twenty-five parking spaces at all other times.

Seller and Buyer reserve an easement on the respective paved parking lot areas on Tract 1 and Tract 2 for the purpose of ingress and egress to Buyer and Seller's properties and associated lands.

Section 9. Raft and Bus Parking Area.

In the northwestern corner of Tract 1 and as shown and depicted on Exhibit "B" attached hereto, there has been an area used for the storage of buses and rafts in conjunction with the operation of a rafting outfitting business conducted upon Tract 2. For so long as a rafting outfitting business is operated from Tract 2, the owners of Tract 2 shall have the right to park buses and store rafts in the area delineated on Tract 1 as shown on Exhibit "B". The license granted in this section shall be subject to conditions and restrictions imposed by Gallatin County Subdivision and Big Sky Zoning rules and enforced by owner of Tract 2. The license contained and set forth herein has been given for good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by the Declarant.





Section 10. Access Easements.

Buyer hereby establishes, grants, conveys and gives perpetually, ingress, egress and utility easements, including public utility easements, water lines, sewer lines, power, and wells as shown, set forth and depicted on the Certificate of Survey for the property to the Seller. These easements shall run with and bind the land in perpetuity and be appurtenant thereto.

There is further reserved herein an easement for the existence of and access to the wells located upon Tract 2, which serve Tract 1 and Tract 2, together with the electricity, utilities, underground piping and equipment associated therewith. The owner of Tract 1 may enter upon Tract 2 to repair, replace, expand, maintain and keep operational the wells, well equipment and the lines supplying water to Tract 1 and Tract 2 which are included in this easement. Such activities are to be conducted in a manner as to minimally impact the operation of Tract 2 as possible.

The easement conveyed and granted herein includes a perpetual easement for the continued existence, placement, repair and replacement of a pump house located in the western portion of the existing building located upon Tract 2, which pump house is part of the sewer and water facility serving Tract 1 and Tract 2. The owner of Tract 1 exclusively shall be allowed to repair, replace, maintain, operate, oversee, install and upgrade the pump, pump house and associated facilities and shall be allowed access to the pump house at all reasonable hours for purposes associated with the operation, maintenance, repair, replacement and oversight of the pump house and pump. The owner of Tract 1 shall be obligated to obtain a lessor's insurance policy covering approximately 10 feet by 22 feet, for loss or damage. Building coverage being the responsibility of the owner of Tract 2.

Section 11. Location of Mailboxes.

In the southeastern corner of Tract 2 there is presently existing a facility for mailboxes. This mailbox facility shall continue to be located in its present position as required by the U.S. Postmaster and shall be enjoyed by the owners of Tracts 1 and 2 and the businesses operating therein. In the event the mailbox facility must be repaired, replaced, maintained or restored, the owner of Tract 1 shall each pay such cost.

Section 12. Infrastructure Maintenance Fee.

The owner of Tract 2 shall pay unto the owner of Tract 1 a fee, in at least quarterly installments if not more frequent, equal to an annualized payment of \$2,400.00 to offset the routine maintenance of water and sewer infrastructure facilities and lawn care benefiting the east and north grass areas of Tract 2.



The annualized payment set forth in this paragraph shall be adjusted each January and increased based upon an increase of the consumer price index not to exceed 4% per year.

At any time in the future should a public or community water or waste water system become available and be determined by the owner of Tract I to be in the best interest to switch over to from the present system, both Tract I and Tract II will do so at their own expense. Maintenance fees would be adjusted according to the owner's association agreement. Any Improvement Agreement with Gallatin County specific to both Tracts will be binding on both parties.

Section 13. Control of Noxious Weeds – the control of noxious weeds by the owner's association on these areas for which the association is responsible and the control of noxious weeds by individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act (7-22-201 through 7-22-2153 MCA) and the rules and regulations of the Gallatin County Weed Control District.

### ARTICLE III

#### TERM, ENFORCEMENT, APPLICABILITY AND CHANGE

Section 1. These Covenants shall be perpetual.

Section 2. Enforcement of these Covenants shall be by proceedings either at law or in equity against any person or persons violating, or attempting to violate, any Covenant; and the legal proceedings may either be to restrain violation of these Covenants, to recover damages, or both.

Should any lawsuit or other legal proceeding be instituted by an owner against an owner alleged to have violated one or more of the provisions of these Covenants and should the owner enforcing the provisions of the Covenants be wholly or partially successful in such proceedings, the offending owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees for all time associated with the action.

Section 3. The failure of Declarant or an owner to enforce any Covenant or restriction contained herein shall not be deemed a waiver or in any way prejudice the rights to later enforce that Covenant, or any other Covenant thereafter, or to collect damages for any subsequent breach of Covenants.

Section 4. Invalidation of any one of these Covenants by judgment or by Court order shall in no way affect any of the other Covenants or provisions, all of which shall remain in full force and effect.

Section 5. In any conveyance of the above described real property or of any Tract thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the property is subject to protective or restrictive Covenants without setting forth



such restrictions and Covenants verbatim or in substance in said deed nor referring to the recording data. All of the above described real property and lots shall be subject to the restrictions and Covenants set forth herein, whether or not there is a specific reference to the same in a deed or conveyance.

Section 6. A breach of any of the foregoing restrictions or Covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon any lot or portion of the real property or any improvements thereon. However, the Covenants shall be binding upon and shall inure to the benefit of any subsequent owner whose title thereto was acquired by foreclosure, trustee sale or otherwise.

Section 7. The provisions of these Covenants may be changed or amended or additional Covenants added, in whole or in part, by the Declarant upon unanimous consent of all of the owners affected by the change. Any covenant required as a condition of subdivision approval shall not be altered or amended without the agreement of the governing body.

Any change of these Covenants shall be effective upon the filing and recording of such an instrument in the office of the Gallatin County Clerk and Recorder. Any change in these Covenants shall not affect existing structures and uses of the lots.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 30<sup>th</sup> day of June, 2004. <sup>5</sup>

**WE FIVE, INC.**

BY: *Michael Scholz*

Its: President

STATE OF MONTANA )  
  ) :ss  
County of Gallatin )

On this 30 day of June, 2004<sup>5</sup>, before me, the undersigned, a Notary Public of the State of Montana, personally appeared Michael Scholz, known to me to be the President of **WE FIVE, INC.**, and acknowledged to me that he executed the same on behalf of the corporation by and through the authority vested in him.

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

*Linda M. Nelson*  
Printed

name: Linda M. Nelson  
(SEAL)

NOTARY PUBLIC for the State of

Montana \_\_\_\_\_  
Residing at Bozeman, MT  
My Commission expires 11/03/2005



**EXHIBIT "A"**

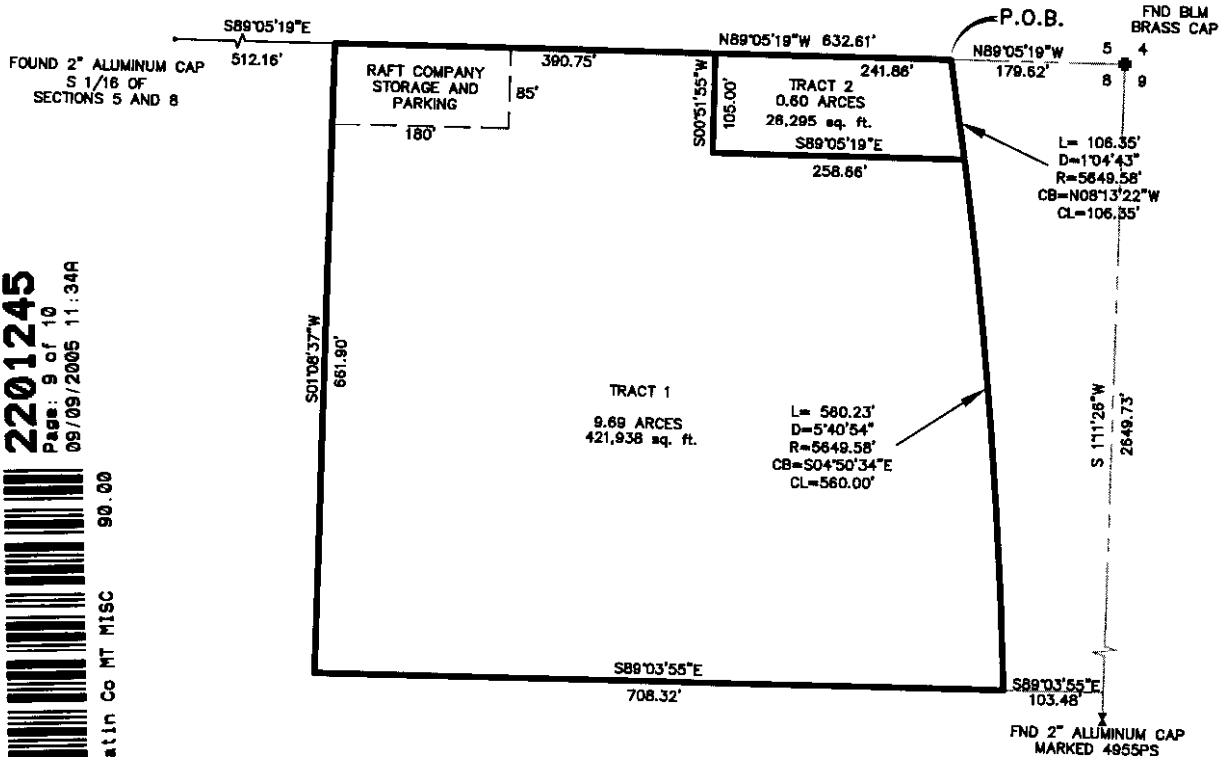
**TO**

**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS FOR MINOR SUBDIVISION # 373**

Legal description

Minor Subdivision No. 373, as filed in the records of Gallatin County, located in the NE1/4 of the NE1/4 of Section 8, Township 7 South, Range 4 East, P.M.M., Gallatin County, Montana.

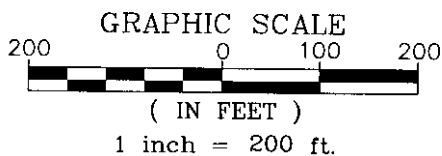
# EXHIBIT B



**2201245**  
Page: 9 of 10  
09/09/2005 11:34A



Shelley Vance-Gallatin Co MT MISC 90.00



<p><b>MORRISON MAIERLE, INC.</b> <i>An Employee-Owned Company</i></p> <p>ENGINEERS SCIENTISTS SURVEYORS PLANNERS SINCE 1945</p> <p>PO Box 1113, 901 Technology Blvd, Bozeman, MT 59721 - Phone: (406) 587-0721 Fax: (406) 587-1178</p>		<p><b>EXHIBIT B</b></p>
<p>CLIENT: _____</p>		
<p>FIELD WORK: _____</p> <p>DRAWN BY: <u>SJM</u></p> <p>CHECKED BY: <u>JS</u></p>	<p>DATE: <u>1/10/05</u></p> <p>SCALE: <u>1"=200'</u></p> <p>PROJ #: <u>1547.009</u></p>	<p>PLOTTED DATE: <u>Jul/01/2005 - 10:42:52 am</u></p> <p>DRAWING NAME: <u>H:\1547\009\ACAD\EXHIBITS\Ex_B.dwg</u></p> <p>SHEET <u>1</u> OF <u>1</u></p>

Amendment #1

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS AND GRANT OF EASEMENTS FOR TRACT II OF Buck's T-4 MINOR SUBDIVISION

Section 13. Control of Noxious Weeds the control of noxious weeds by the owner's association on these areas for which the association is responsible and the control of noxious weeds by individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act (7-22-201 through 7-22-2153 MCA) and the rules and regulations of the Gallatin County Weed Control District.

The control of the noxious weeds by the Owners Association on those areas for which the Owners Association is responsible and the control of noxious weeds by the individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act (MCA 7-22-2101 through 7-22-2153) and the rules and regulations of the Gallatin County Weed Control District. The Owners Association is responsible for control of state and county declared noxious weeds in the subdivisions parks, open spaces, community areas, trails, and roadways. The landowner shall be responsible for the control of the state and county declared noxious weeds on his or her own lot. Both unimproved and improved lots shall be managed for noxious weeds. In the event a landowner does not control the noxious weeds, after 10 days notice from the Owners Association, the Owners Association may cause the noxious weeds to be controlled. The cost and expense associated with such weed management shall be assessed to the lot and such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment.

Any change of these Covenants shall be effective upon the filing and recording of such an instrument in the office of the Gallatin County Clerk and Recorder. Any change in these Covenants shall not affect existing structures and uses of the lots.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this 2nd day of SEPTEMBER 2005.

WE FIVE, INC.

BY: [Signature]
Its: PRESIDENT

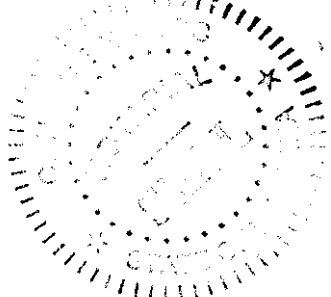
STATE OF MONTANA )

County of Gallatin ) :ss

On this 2nd day of September, 2005, before me, the undersigned, a Notary Public of the State of Montana, personally appeared Michael Scholz, known to me to be the President of WE FIVE, INC., and acknowledged to me that he executed the same on behalf of the corporation by and through the authority vested in him.

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

(SEAL)



[Signature]
Printed name: Candice Kamp's
NOTARY PUBLIC for the State of Montana
Residing at [Address]
My Commission expires August 30, 2009

When Recorded return to:

Berg Liffly, PC  
Attn: Jeremy J. Liffber  
1 West Main St.  
Bozeman, MT 59715

**2679683**

Page: 1 of 4 04/27/2020 04:45:31 PM Fee: \$28.00  
Eric Semerad - Gallatin County, MT MISC



**Second Amendment to Declaration of Protective Covenants and Restrictions  
and Grant of Easements**

This Second Amendment to Declaration of Protective Covenants and Restrictions and Grant of Easements ("Second Amendment") is hereby made and entered into by Michael Scholz and We Five, Inc. (collectively the "Declarant"), Bucks T-4 Investments, LLC and Whitewater Properties, LLC . This Second Amendment amends the Declaration of Protective Covenants and Restrictions and Grant of Easements and Amendment #1 thereto, both of which were recorded in Gallatin County, Montana on September 9, 2005 as Document No. 2201245 (collectively the "Declaration").

The Declaration is hereby amended as follows:

1. Tract 1 shall mean and be defined as that certain real property designated as Tract 1 on Exhibit B to the Declaration.
2. Tract 2 shall mean and be defined as that certain real property designated as Tract 2 on Exhibit B to the Declaration.

Except as modified in this Second Amendment, all terms and conditions of the Declaration shall remain in full force and effect. In the event of a conflict between the Declaration and this Second Amendment, this Second Amendment shall control. The undersigned hereby certify that this Second Amendment has amended the Declaration in accordance with Article III, Section 7 of the Declaration, in that the Declarant and all of the owners of the real property affected by this Second Amendment have executed this instrument.

In Witness Whereof, the undersigned have executed this Second Amendment to the Declaration.

**Declarant:**

*Michael Scholz*  
Michael Scholz

**We Five, Inc.**

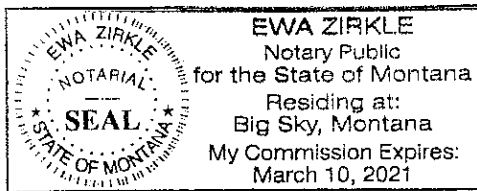
*Michael Scholz*  
By: Michael Scholz  
Its: *PRESIDENT*

STATE OF MONTANA)

: ss.

COUNTY OF GALLATIN)

On this 27th day of FEBRUARY, 2020, before me personally appeared Michael Scholz, whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same



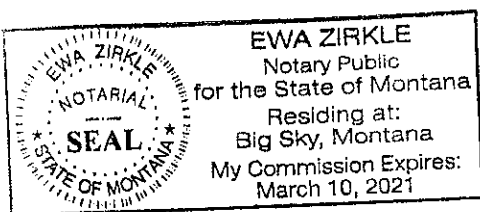
*Ewa Zirkle*  
(Print Name: EWA ZIRKLE)  
Notary Public for the State of MONTANA  
Residing at: BIG SKY  
My Commission Expires: 03/10/2021

STATE OF MONTANA)

: ss.

COUNTY OF GALLATIN)


On this 27th day of FEBRUARY, 2020, before me personally appeared Michael Scholz, whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same as the *PRESIDENT*, of, for and on behalf of We Five, Inc..



*Ewa Zirkle*  
(Print Name: EWA ZIRKLE)  
Notary Public for the State of MONTANA  
Residing at: BIG SKY  
My Commission Expires: 03/10/2021



**Bucks T4 Investments, LLC**

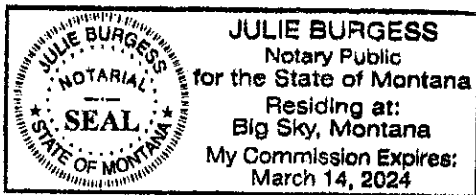
  
BY: David O'Connor  
Its: Secy/Treasurer

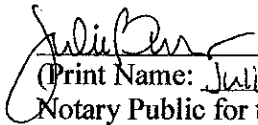
STATE OF MONTANA)

: ss.

COUNTY OF GALLATIN)

On this 25<sup>th</sup> day of March, 2020, before me personally appeared David O'Connor, whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same as the Owner/Manager, of, for and on behalf of Bucks T4 Investments, LLC.



  
(Print Name: Julie Burgess)  
Notary Public for the State of Montana  
Residing at: Big Sky  
My Commission Expires: 3/14/24

Whitewater Properties, LLC



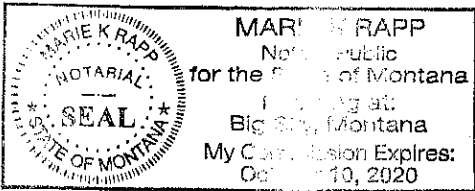
BY: Eric Becker  
Its: Managing member

STATE OF MONTANA)

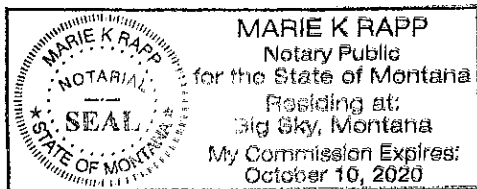
: ss.

COUNTY OF GALLATIN)

On this 25 day of March, 2020, before me personally appeared Eric Becker, whose identity was proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same as the managing member, of, for and on behalf of Whitewater Properties, LLC.



Marie K Rapp  
(Print Name: MARIE K RAPP)  
Notary Public for the State of Montana  
Residing at: Big Sky  
My Commission Expires: October 10, 2020



**Peter Rose + Partners**  
 200 E. Main St. 5th Fl.  
 100 N. Main St. 2nd Fl.  
 98171-484202, Box 617-484204

**Landscape Architect**  
 Brighton, CO  
 1600 S. Grant St.  
 Denver, CO 80203  
 T: 303.440.3688

**Structural Engineer**  
 855 S. University Ave.  
 837 Highland Street  
 Suite 300  
 Minneapolis, MN 55417  
 T: 612.624.3200

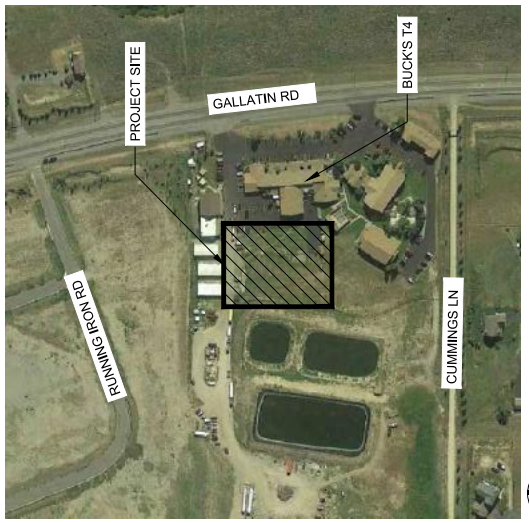
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 47  
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**Fire Protection Engineer**  
 Coffman Engineers, Inc.  
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# BUCK'S T4 WORKFORCE HOUSING

46625 GALLATIN ROAD  
 BIG SKY, MT 59716

SITE CONTEXT



SHEET INDEX		
SHEET	DESCRIPTION	CUP + CLR SUBMITTAL
L0.000	COVER SHEET	●
L0.001	GENERAL NOTES & LEGEND	●
L0.002	GENERAL KEY MAP	●
L3.101	IRRIGATION DIAGRAM	●
L3.102	IRRIGATION DIAGRAM	●
L4.001	PLANTING NOTES & LEGEND	●
L4.101	PLANTING PLAN	●
L4.102	PLANTING PLAN	●
L4.401	PLANTING DETAILS	●

CUP & BLR PERMIT  
 12/22/2022  
 1 CUP & BLR PERMIT

BUCKS T4 PHASE 3  
 BIG SKY, MT 59730

NOT FOR CONSTRUCTION  
 12/22/2022  
 CUP & BLR PERMIT PACKAGE  
 1.02" = 1'42"

COVER SHEET

L0.000

NOT FOR CONSTRUCTION

## GENERAL NOTES

- ALL BASE AND SURVEY INFORMATION PROVIDED BY OWNER. CONTRACTOR SHALL FIELD VERIFY ALL INFORMATION PRIOR TO INITIATING OPERATIONS. CONTRACTOR SHALL COORDINATE ALL WORK WITH OWNER'S REPRESENTATIVE PRIOR TO ALL WORK.
- CONTRACTOR SHALL VERIFY EXISTING SITE CONDITIONS PRIOR TO INITIATING CONSTRUCTION ACTIVITIES, INFORMATION INCLUDING, BUT NOT LIMITED TO, STREET GRADES, UTILITIES, PROPERTY LINES, LIMITS OF ROADWAYS, CURBS AND GUTTERS TAKEN FROM THE SURVEY OR CIVIL ENGINEER'S DRAWINGS.
- CONTRACTOR SHALL NOTIFY ALL NECESSARY UTILITY COMPANIES 72 HOURS MINIMUM AND AS REQUIRED BY UTILITY COMPANY PRIOR TO DIGGING FOR VERIFICATION OF ALL UNDERGROUND UTILITIES, IRRIGATION AND ALL OTHER OBSTRUCTIONS AND COORDINATE WITH OWNER'S REPRESENTATIVE PRIOR TO INITIATING OPERATIONS. DRAWINGS ARE PREPARED ACCORDING TO INFORMATION AVAILABLE AT THE TIME OF PREPARING THESE DOCUMENTS. CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES.
- CONTRACTOR SHALL LOCATE, MARK, PROTECT AND MAINTAIN ALL UTILITY LOCATIONS DURING ALL PHASES OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE AND REPAIR OF UTILITY LINES / STRUCTURES AND INJURIES THEREFROM. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES BEFORE STARTING ANY WORK.
- CONTRACTOR SHALL THOROUGHLY REVIEW THE SITE CONDITIONS, DRAWINGS, AND SPECIFICATIONS PRIOR TO BIDDING AND CONSTRUCTION. CONTRACTOR WILL BE REQUIRED TO COMPLETE THE WORK OF THIS PROJECT IN ACCORDANCE WITH THESE DOCUMENTS. ANY INCONSISTENCIES SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE BEFORE COMMENCING WITH ANY WORK. PROVIDE WRITTEN NOTIFICATION OF ALL DISCREPANCIES BETWEEN EXISTING AND PROPOSED SITE IMPROVEMENTS.
- PERMITS TO BE OBTAINED BY CONTRACTOR BEFORE WORK BEGINS. CONTRACTOR IS RESPONSIBLE FOR LICENSING AND BONDS REQUIRED BY THE MUNICIPALITY OR APPLICABLE ENTITIES FOR THE PROPOSED WORK.
- ALL WORKS SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST ADOPTED EDITION OF THE APPLICABLE BUILDING CODE AND ALL OTHER APPLICABLE MUNICIPAL CODES, ORDINANCES, AND REGULATIONS.
- CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND WITH THE GENERAL CONSTRUCTION OF THE PROJECT IN ORDER NOT TO IMPED THE PROGRESS OF THE WORK OF OTHERS OR THE CONTRACTOR'S OWN WORK. CONTRACTOR SHALL ALSO COORDINATE ACCESS AND STAGING AREA WITH THE OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL LAYOUT ALL CONSTRUCTION LINES AND VERIFY WITH OWNERS REPRESENTATIVE PRIOR TO BEGINNING OF ANY CONSTRUCTION OPERATIONS.
- REFERENCES TO NORTH REFERS TO TRUE NORTH UNLESS OTHERWISE INDICATED ON DRAWINGS. REFERENCES TO SCALE IS FOR FULL SIZED DRAWINGS ONLY. DO NOT SCALE FROM DRAWINGS.
- TAKE ALL DIMENSIONS FROM BACK OF CURB, FACE OF WALL OR BUILDING, AND CENTERLINE OF TREES UNLESS OTHERWISE INDICATED ON DRAWINGS. ALL DIMENSIONS CALLED OUT AS 'EQUAL' ARE EQUIDISTANT MEASUREMENTS. ALL DIMENSIONS ARE PERPENDICULAR TO ANY REFERENCE LINE, FACE OF BUILDING, FACE OF WALL, CENTERLINE, OR BACK OF CURB. ALL ANGLES ARE TO BE 90 DEGREES UNLESS OTHERWISE INDICATED ON DRAWINGS. MAINTAIN HORIZONTAL ALIGNMENT OF ADJACENT ELEMENTS AS INDICATED ON DRAWINGS.
- ALL DIMENSIONS DERIVED FROM SURVEY AND ORIGINAL SITE CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS NECESSARY TO ASSURE FOR THE ACCURATE COMPLETION OF THE PROJECT PRIOR TO INITIATING WORK. WRITTEN DIMENSIONS SUPERSEDE SCALED DIMENSIONS. DO NOT SCALE DRAWINGS. IF THERE IS A QUESTION OR DISCREPANCY REGARDING DIMENSIONS, CONTACT THE OWNER'S REPRESENTATIVE FOR VERIFICATION.
- CONTRACTOR SHALL PROVIDE SUBMITTALS AND/OR SHOP DRAWINGS AS INDICATED IN DOCUMENTS AND FOR ALL PROPOSED MATERIALS FOR THE PROJECT FOR REVIEW BY THE OWNER'S REPRESENTATIVE A MINIMUM OF TWENTY-ONE DAYS BEFORE COMMENCING WORK OR AS OUTLINED BY MINIMUM REQUIREMENTS IN THE CONTRACT DOCUMENTS, WHICHEVER IS MORE STRINGENT. CONTRACTOR CANNOT COMMENCE WORK OR USE OF SUBMITTED MATERIALS UNTIL REVIEW AND COMMENTS ARE ADDRESSED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. ANY SUBSTITUTIONS REQUIRED REVIEW AND APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO COMMENCING ANY WORK.
- VERIFY EXISTING SITE INFORMATION INCLUDING, BUT NOT LIMITED TO, STREET GRADES, UTILITIES, PROPERTY LINES, LIMITS OF ROADWAYS, CURBS AND GUTTERS TAKEN FROM THE SURVEYOR'S DRAWINGS.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES DURING CONSTRUCTION OPERATIONS TO PROTECT THE PUBLIC ACCORDING TO ALL APPLICABLE CODES AND RECOGNIZED LOCAL PRACTICES.
- WRITTEN DIMENSIONS SUPERSEDE SCALED DIMENSIONS.
- STAKE ALL WALL, STEP, AND FEATURE FOUNDATIONS FOR REVIEW BY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE 72 HOURS IN ADVANCE.
- CONTRACTOR SHALL PROVIDE MOCKUPS AND SHOP DRAWINGS TO THE OWNER'S REPRESENTATIVE FOR REVIEW PRIOR TO CONSTRUCTION. ALL IMPROVEMENTS SHALL BE CONSTRUCTED TO MEET THE APPROVED MOCKUP OR SHOP DRAWING.
- THIS SET OF PLANS ILLUSTRATES HEIGHTS OF SITE ELEMENTS AND APPROXIMATE RELATIONSHIPS OF FINAL ELEVATIONS OF PAVING, PLANTERS, BUILDING ELEVATIONS, ETC.
- ALL GRADING SHALL BE SMOOTH AND EVEN IN ALL ELEVATION TRANSITION AND VOID OF DEPRESSIONS AND SURFACE IRREGULARITIES. ALL PROPOSED WORK SHALL BLEND UNIFORMLY WITH EXISTING SITE CONDITIONS, PROVIDING SMOOTH TRANSITIONS TO NEW CONSTRUCTION.
- ALL WALL TOPS AND BENCH TOPS ARE LEVEL UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL SPOT ELEVATIONS ARE FINISH GRADE UNLESS OTHERWISE INDICATED ON PLANS.

- REFER TO PLANS, PROJECT MANUAL, AND SPECIFICATIONS FOR ELEVATION, GRADING, FILL, AND COMPACTION REQUIREMENTS. REFER TO GRADING PLANS, EXISTING CONDITIONS, AND DEMOLITION PLANS, PAVING, WALLS, AND SITE FURNISHING PLANS, AND PLANTING PLANS FOR ADDITIONAL NOTES AND OTHER PERTINENT INFORMATION.
- ALL CROSS SLOPES ON SIDEWALKS, PATHWAYS, AND ROADWAYS SHALL BE 2% MAXIMUM UNLESS OTHERWISE INDICATED.
- ALL DIRECTIONAL SLOPES ON SIDEWALKS AND PATHWAYS SHALL NOT EXCEED 5.000% UNLESS OTHERWISE INDICATED.
- ALL SLOPES IN LANDSCAPE AREAS SHALL BE A MINIMUM OF 2.0% UNLESS OTHERWISE INDICATED
- ALL SITE AREA SHALL SLOPE TO DRAIN AND LOW POINTS AS INDICATED IN THE CIVIL ENGINEER'S GRADING PLAN (BY OTHERS). PONDING OR POOLING OF DRAINAGE FLOWS IS NOT PERMITTED.
- ANYTHING MENTIONED IN THE TECHNICAL SPECIFICATIONS AND NOT SHOWN ON THE DRAWINGS, OR SHOWN ON THE DRAWINGS AND NOT MENTIONED IN THE TECHNICAL SPECIFICATIONS SHALL BE OF LIKE EFFECT AS IF SHOWN ON OR MENTIONED IN BOTH. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DATA. ALL INFORMATION SUBMITTED TO THE OWNER'S REPRESENTATIVE WITHOUT THE OWNER REPRESENTATIVE'S DECISION, SAID DISCREPANCY SHALL NOT BE ADJUSTED BY THE CONTRACTOR.
- REFER TO PAVEMENT DETAILS FOR ALL CONCRETE ISOLATION JOINTS AND CONTROL/CONSTRUCTION JOINT DETAILS. PROVIDE ISOLATION JOINTS AS INDICATED IN DETAILS AND AT ALL INTERSECTIONS, WHERE NEW CONCRETE PAVING ABUTS EXISTING CONCRETE PAVING, BUILDINGS, CURBS AND WALLS UNLESS OTHERWISE NOTED. PROVIDE CONTROL JOINTS EVENLY SPACED BETWEEN ISOLATION JOINTS AS SHOWN ON DRAWINGS.
- LIMITS OF CONSTRUCTION (WORK) ARE NOTED ON THE DRAWINGS UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL SUBMIT STAMPED, ENGINEERED SHOP DRAWINGS FOR ALL WALLS, PAVING, FOUNDATIONS, DECK SYSTEMS, STEPS, ELECTRICAL SYSTEMS, AND MECHANICAL SYSTEMS FOR REVIEW BY OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL SUBMIT AS-BUILT OR RECORD DRAWINGS, MANUALS AND WARRANTY INFORMATION FOR ALL WORK PRIOR TO FINAL ACCEPTANCE.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING, IN FULL, ALL WORK UNTIL FINAL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL WARRANT ALL WORK FOR A MINIMUM OF ONE YEAR FOLLOWING ISSUE OF FINAL ACCEPTANCE IN WRITING BY THE OWNER'S REPRESENTATIVE, UNLESS OTHERWISE NOTED IN THE CONTRACT DOCUMENTS.

## GENERAL LEGEND

SYMBOL	TYPE	SYMBOL	TYPE
	DETAIL NUMBER		MATCH LINE
	DETAIL KEY		LIMIT OF LANDSCAPE WORK
	SIMILAR (IF INDICATED)		LIMIT OF STRUCTURE
	SHEET NUMBER		PROPERTY LINE
	SECTION KEY		EXISTING BUILDING OUTLINE
	ENLARGEMENT KEY		WORK POINT, POINT OF BEGINNING
			ALIGN
			FLUSH
			SLOPE, PERCENTAGE, DIRECTION OF FLOW

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104  
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CUP & BLR PERMIT

12/22/2023

1 CUP & BLR PERMIT

BUCKS T4 PHASE 3

896 SKY, MT 59230

NOT FOR CONSTRUCTION

12/22/2023

CUP & BLR PERMIT PACKAGE

1:12" = 1' = 0"

GENERAL NOTES &

LEGEND

L0.001

NOT FOR CONSTRUCTION

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Tel: 802-255-1158

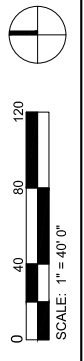
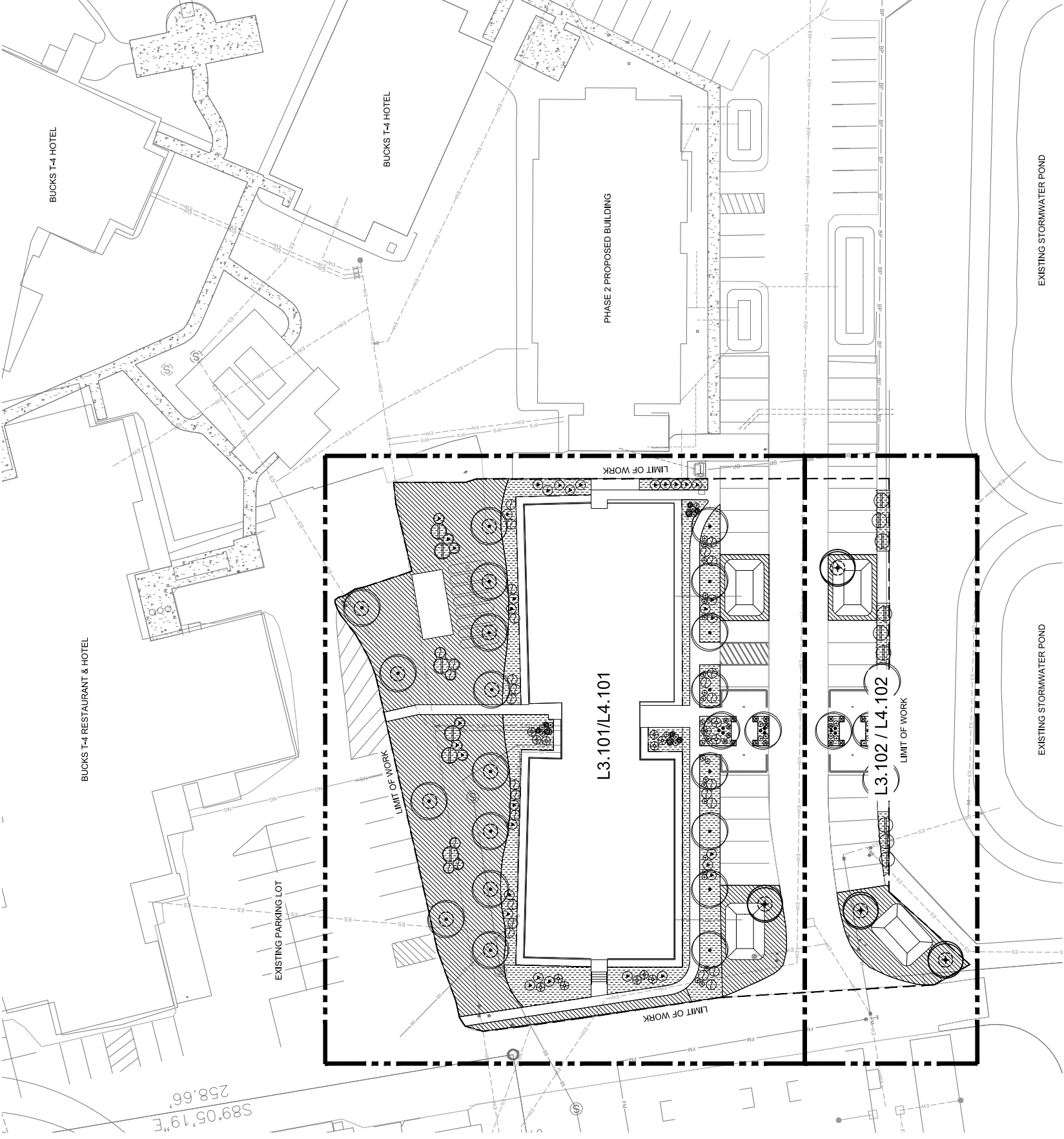
CUP & BLR PERMIT  
Name:  
12222022  
1 CUP & BLR PERMIT

BUCKS T4 PHASE 3  
485 SWY, MT 59220

NOT FOR CONSTRUCTION  
12222022  
CUP & BLR PERMIT PACKAGE  
1:12" = 1'0"

GENERAL KEY MAP

L0.002

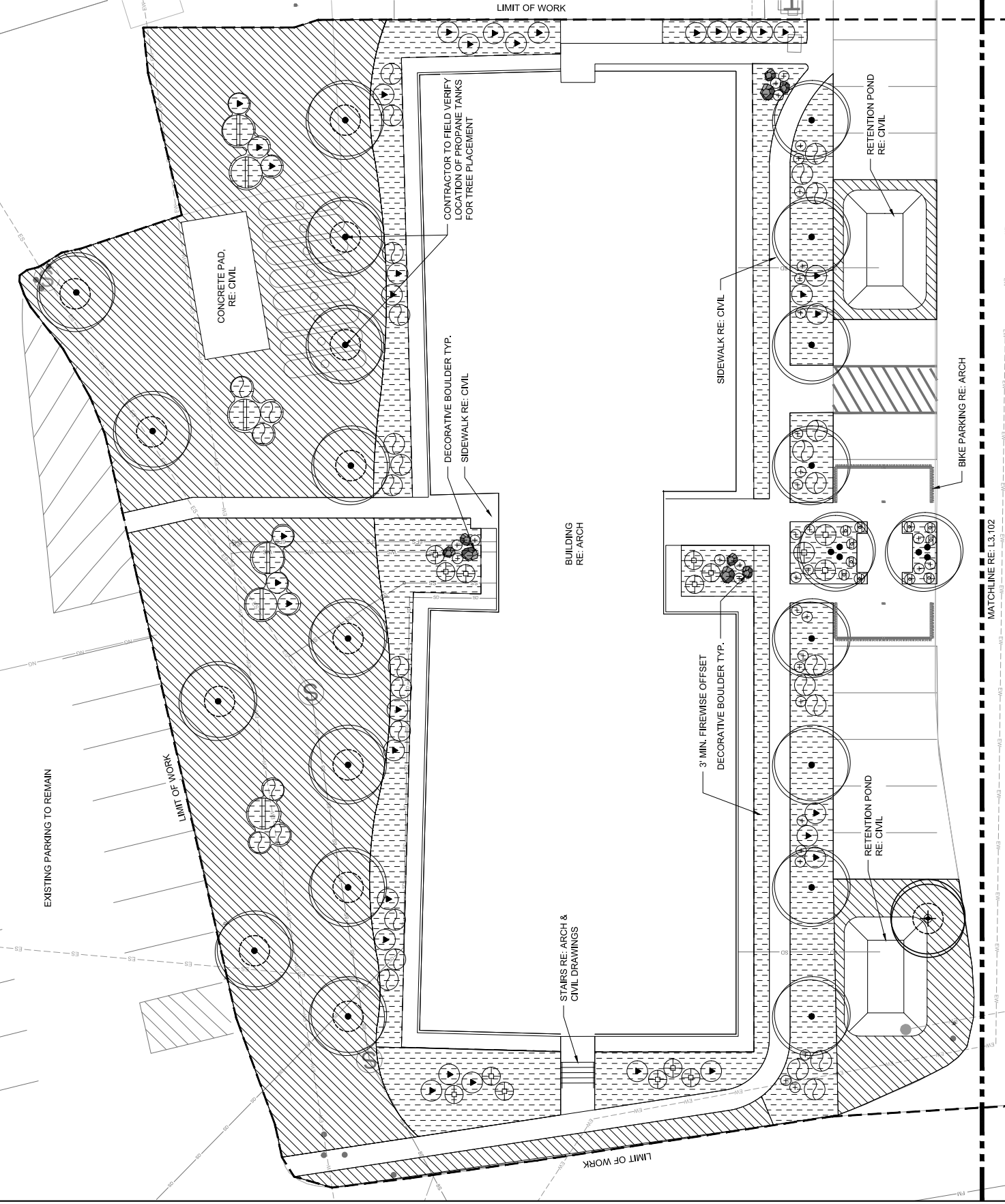


NOT FOR CONSTRUCTION

### IRRIGATION DIAGRAM LEGEND

SYM.	DESCRIPTION	QTY.
	AREA TO RECEIVE DRIP IRRIGATION	5,638 SQ FT
	AREA TO RECEIVE TEMP. SPRAY IRRIGATION	12,309 SQ FT
	TREE DRIPLINE	252 LF

**NOTES**  
 1. HOLD ALL IRRIGATION 18" OFF OF HARDSCAPE SURFACES AND PARKING AREAS



MATCHLINE RE: L3.102

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CUP & BLR PERMIT

NO.:	1	CUP & BLR PERMIT
DATE:	12/22/2022	

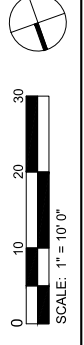
**BUCKS T4 PHASE 3**

480 SWY. MT 59220

**NOT FOR CONSTRUCTION**

12/22/2022  
 CUP & BLR PERMIT PACKAGE  
 1:12" = 1'42"

**IRRIGATION DIAGRAM**

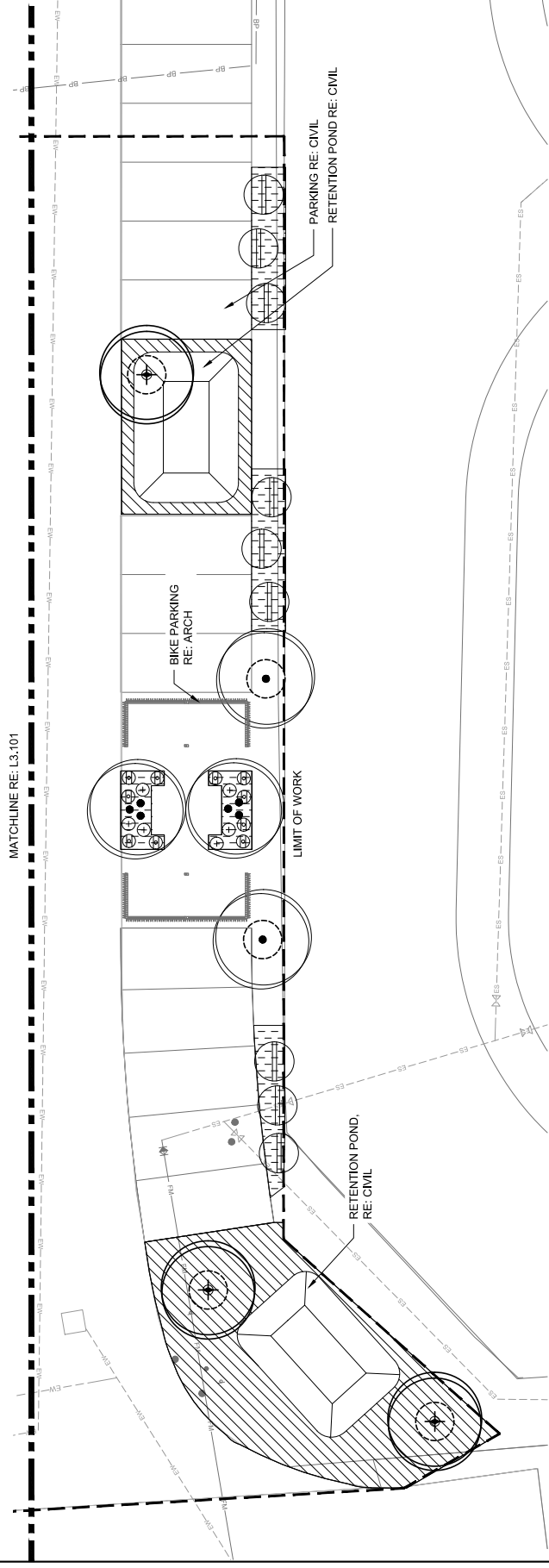


**L3.101**

**NOT FOR CONSTRUCTION**

IRRIGATION DIAGRAM LEGEND		
SYM.	DESCRIPTION	QTY.
	AREA TO RECEIVE DRIP IRRIGATION	5,638 SQ FT
	AREA TO RECEIVE TEMP. SPRAY IRRIGATION	12,309 SQ FT
	TREE DRIFLINE	252 LF

NOTES  
 1. HOLD ALL IRRIGATION 18" OFF OF HARDSCAPE SURFACES AND PARKING AREAS



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CUP & BLR PERMIT

1 CUP & BLR PERMIT

BUCKS T4 PHASE 3

860 S.W. Mt. 59720

NOT FOR CONSTRUCTION

12/22/2022  
 CUP & BLR PERMIT PACKAGE  
 1:12" = 1'42"

IRRIGATION DIAGRAM



L3.102

NOT FOR CONSTRUCTION

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 4000  
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MFP Engineer  
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 06117-0402  
 T: 617-626-6300

Fire Protection Engineer  
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 06117-0402  
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PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
	PT	22	POPULUS TREMULOIDES	QUAKING ASPEN MULTI TRUNK	2" CAL.
	PT2	4	POPULUS TREMULOIDES	QUAKING ASPEN	2" CAL.
	SD	4	SORBUS DECORA	SHOWY MOUNTAIN ASH	2" CAL.
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
	CT	42	COREOPSIS TINCTORIA	PLAINS COREOPSIS	1 GAL
	CI	31	CORNUS SERICEA 'ISANTII'	ISANTII RED TWIG DOGWOOD	5 GAL
	PB	15	PHYSOCARPUS OPULIFOLIUS 'MONLO'	DIABLO® NINEBARK	5 GAL
	RG	15	RIBES ALPINUM 'GREEN MOUND'	GREEN MOUND ALPINE CURRANT	5 GAL
	SC	21	SALVIA NEMOROSA 'CARADONNA'	CARDONNA MEADOW SAGE	1 GAL
	SA	34	SYMPHORICARPOS ALBUS	COMMON WHITE SNOWBERRY	5 GAL
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
	AU	160	ARCTOSTAPHYLOS UVA-URSI	KINNIKINICK	1 GAL 24" O.C SPACING
SEED MIX	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
	NA	13,835 SF	NATIVE SEED	NATIVE SEED	--
		8.9 LBS/AC	KOELERIA MACRANTHA	PRAIRIE JUNEGRASS	
		1 LB/AC	PSEDOROEGNERIA SPICATA	BLUEBUNCH WHEATGRASS	
		.1 LB/AC	LINUM LEWISII	BLUE FLAX	
		.25 LB/AC	ACHILLEA MILLEFOLIUM	WESTERN YARROW	
		1 LB/AC	HELOMERS MULTIFLORA	SHOWY GOLDENEYE	
		1 LB/AC	PENSTEMON STRICTUS	ROCKY MOUNTAIN PENSTEMON	
HARDSCAPE	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
	RX	3,281 SF	ROCK MULCH	1.5" RIVER ROCK, 3" DEPTH COLOR: BOZEMAN	2' - 3'
			DECORATIVE BOULDER	WEBSITE: valleysandgravelhelenia.com	VARIES RE: PLAN

BUCKS T4 PHASE 3  
 485 S.W. 1st Street  
 NOT FOR CONSTRUCTION  
 12/22/2022  
 CUP & BLR PERMIT PACKAGE  
 1:12" = 1'-0"  
 PLANTING NOTES & LEGEND  
 L4.001

PLANTING NOTES

- CONTRACTOR SHALL BECOME FAMILIAR WITH EXISTING SITE CONDITIONS, LAYOUT, GRADING AND CIVIL ENGINEERING DOCUMENTS AND ALL PLANTING INFORMATION TO COORDINATE ACTUAL LOCATION OF TREES AND SHRUBS PRIOR TO INITIATING PLANTING INSTALLATION. ALL EXISTING PLANTING SHALL REMAIN INTACT AND UNDISTURBED UNLESS OTHERWISE NOTED ON THE PLANS.
- CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DRAWINGS AND FIELD CONDITIONS TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
- CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND SERVICES AND COORDINATE WITH THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING EXCAVATION WORKS. DAMAGE TO UNDERGROUND UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- WHEN CONDITIONS ON SITE ARE CONSIDERED DETRIMENTAL TO THE PLANTS, SUCH AS RUBBLE, ONGOING WORKS OR OBSTRUCTIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND WITH THE GENERAL CONSTRUCTION OF THE PROJECT IN ORDER NOT TO IMPED E THE PROGRESS OF THE WORK OF OTHERS OR THE CONTRACTOR'S OWN WORK.
- ALL PLANTS NOTED FOR REMOVAL SHALL BE REMOVED AND PROPERLY DISPOSED OFF OF-SITE AT CONTRACTOR'S EXPENSE UNLESS OTHERWISE NOTED.
- EXISTING TREES SHALL BE PROTECTED AND MAINTAINED IN ACCORDANCE WITH THE SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING TREES CAUSED BY NEGLIGENCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING EXISTING GROUND COVER FOR ALL PLANTING BEDS AS SPECIFIED PRIOR TO PLANTING INSTALLATION. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ALL PORTIONS OF EXISTING LAWN AREAS DAMAGED WHILE COMPLETING PLANTING INSTALLATION WITH SAME GRASS SPECIES TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF EXISTING SOILS, IMPORTED SOILS, AND AMENDMENTS ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS, PRIOR TO COMMENCEMENT OF THE LANDSCAPE PLANTING WORK. CONTRACTOR SHALL PROVIDE COMPLETE SOIL TESTS FOR AT LEAST THREE LOCATIONS. CONTRACTOR SHALL AMEND SOIL AS RECOMMENDED BY SOIL TEST FOR LANDSCAPE USE.
- CONTRACTOR SHALL IMPORT AMENDED SOIL FROM A VENDOR APPROVED BY THE OWNER'S REPRESENTATIVE AND SHALL MEET THE REQUIREMENTS PER THE SPECIFICATIONS AND/OR AS IDENTIFIED BY SOIL TESTING RESULTS AND RECOMMENDATIONS. ALL TOP SOIL SHALL BE CLEAN, LOAM OR SANDY LOAM THAT MEETS RECOGNIZED REGIONAL BEST STANDARDS AND MUNICIPAL RECOMMENDATIONS FOR LANDSCAPE USE.
- ALL PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1-2004.
- ALL PLANT SIZES NOTED ON THE PLANT SCHEDULE ARE MINIMUM SPECIFICATIONS. INCREASE SIZE IF NECESSARY TO CONFORM TO PLANT SIZE.
- ANY TREE WITH A TRUNK FORMED "V" SHAPE CROTCH WILL BE REJECTED.
- EROSION CONTROL FABRIC SHALL BE INSTALLED IN ALL SHRUB AND GROUND COVER PLANTING AREAS AS PER SPECIFICATIONS FOR ALL SLOPES THAT EXCEED 3:1. SEE GRADING PLANS FOR LOCATION OF SLOPES GREATER THAN 3:1.
- TYPICAL SHRUB AND GROUND COVER PLANTINGS ARE SHOWN AS MASS PLANTING BEDS. PLANTS SHALL BE PLACED ON A TRIANGULAR SPACING CONFIGURATION PER THE PLANTING DETAILS.
- CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL TREE AND PLANT MATERIAL PRIOR TO INITIATING INSTALLATION FOR THE REVIEW AND APPROVAL OF THE OWNER'S REPRESENTATIVE.
- CONTRACTOR TO LOCATE PLANTING BED LINES IN FIELD FOR THE OWNER'S REPRESENTATIVE APPROVAL PRIOR TO COMMENCEMENT OF PLANTING.
- ALL PLANT MATERIAL AND FINAL LOCATION OF ALL PLANT MATERIALS SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- CONTRACTOR'S REPRESENTATIVE RESERVES THE RIGHT TO ADJUST THE LOCATION OF PLANT MATERIAL DURING OR IMMEDIATELY AFTER INSTALLATION AS APPROPRIATE TO THE PROJECT.
- CONTRACTOR SHALL CONFORM TO SPECIFICATIONS AND PLANTING DETAILS FOR STAKING METHODS, PLANT PIT DIMENSIONS, AND BACKFILL REQUIREMENTS.
- ANY SUBSTITUTIONS IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE. ALL PLANTS WILL BE SUBJECT TO APPROVAL BY THE OWNER'S REPRESENTATIVE BEFORE PLANTING CAN BEGIN.
- ALL PLANT MATERIAL SHALL BE PROTECTED DURING TRANSPORT AND DELIVERY TO PREVENTION. JOB SITE WITH SHADE CLOTH OR OTHER ACCEPTABLE MEANS OF WINDBURN PREVENTION.
- THREE SHALL BE NO CHAINS OR CABLES USED ON TREES. HANDLE WITH 2" MINIMUM WIDTH NYLON STRAPS OR EQUAL.
- CONTRACTOR SHALL FURNISH PLANT MATERIALS FREE OF PESTS, SUN SCALD, OR PLANT DISEASES. PRE-SELECTED OR "TAGGED" MATERIAL MUST BE INSPECTED BY THE CONTRACTOR AND CERTIFIED PEST AND DISEASE FREE. IT IS THE CONTRACTOR'S OBLIGATION TO WARRANTY ALL PLANT MATERIALS.
- ALL PLANT MATERIAL SHALL BE INSTALLED IN A SOUND, WORKMANLIKE MANNER AND ACCORDING TO ACCEPTED GOOD PLANTING PROCEDURES. WITH THE QUALITY OF PLANT MATERIALS AS HEREINAFTER DESCRIBED. ALL ELEMENTS OF LANDSCAPING SHALL BE INSTALLED SO AS TO MEET ALL APPLICABLE ORDINANCE AND CODE REQUIREMENTS.

NOT FOR CONSTRUCTION



202 E. Main St. 2nd Fl.  
 800 N. Main St. 2nd Fl.  
 100 N. Main St. 2nd Fl.  
 100 N. Main St. 2nd Fl.

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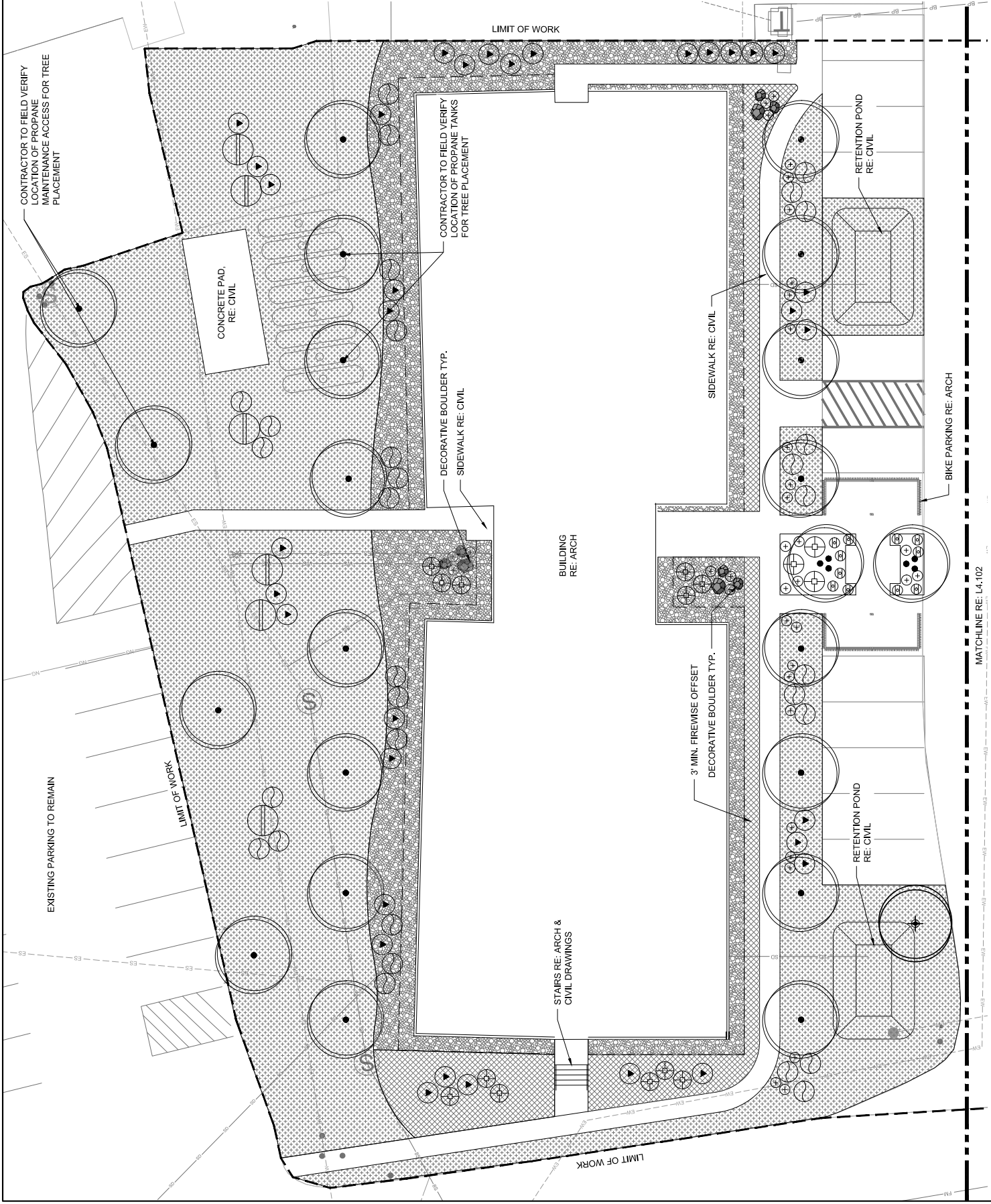
Fire Protection Engineer  
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 T: 406.524.1358

PLANT SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME
	PT	POPULUS TREMULOIDES QUAKING ASPEN
	PT2	POPULUS TREMULOIDES QUAKING ASPEN
	SD	SORBUS DECORA SHOWY MOUNTAIN ASH

SHRUBS	CODE	BOTANICAL / COMMON NAME
	CT	COREOPSIS TINCTORIA PLAINS COREOPSIS
	CI	CORNUS SERICEA 'ISANTII' ISANTII RED TWIG DOGWOOD
	PB	PHYSOCARPUS OPULIFOLIUS 'MONLO' DIABOLO® NINEBARK
	RG	RIBES ALPINUM 'GREEN MOUND' GREEN MOUND ALPINE CURRANT
	SC	SALVIA NEMOROSA 'CARADONNA' CARDONNA MEADOW SAGE
	SA	SYMPHORICARPOS ALBUS COMMON WHITE SNOWBERRY

GROUND COVERS	CODE	BOTANICAL / COMMON NAME
	AU	ARCTOSTAPHYLOS UVA-URSI KINKINNICK
	SEED MIX	NATIVE SEED NATIVE SEED
	NA	NATIVE SEED NATIVE SEED
	RX	ROCK MULCH 1-3" RIVER ROCK
		DECORATIVE BOULDER



BUCKS T4 PHASE 3

480 S.W. 1st St. 59720

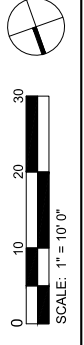
NOT FOR CONSTRUCTION

12/22/2022  
 CUP & BLR PERMIT PACKAGE

PLANTING PLAN

1:1/2" = 1'0"

NOTE:  
 CONTRACTOR SHALL ABIDE BY MONTANA FIREWISE  
 LANDSCAPING REQUIREMENTS.



SCALE: 1" = 10' 0"

NOT FOR CONSTRUCTION

L4.101

200 E. Main Street, 5th Floor  
 Denver, CO 80202  
 T: 303.733.8800  
 F: 303.733.8801  
 www.peterrose.com

**Landscape Architect**  
 Brighton, CO  
 Denver, CO 80203  
 T: 303.733.8800

**Structural Engineer**  
 3500 East Colfax Avenue  
 Denver, CO 80202  
 T: 303.733.8800

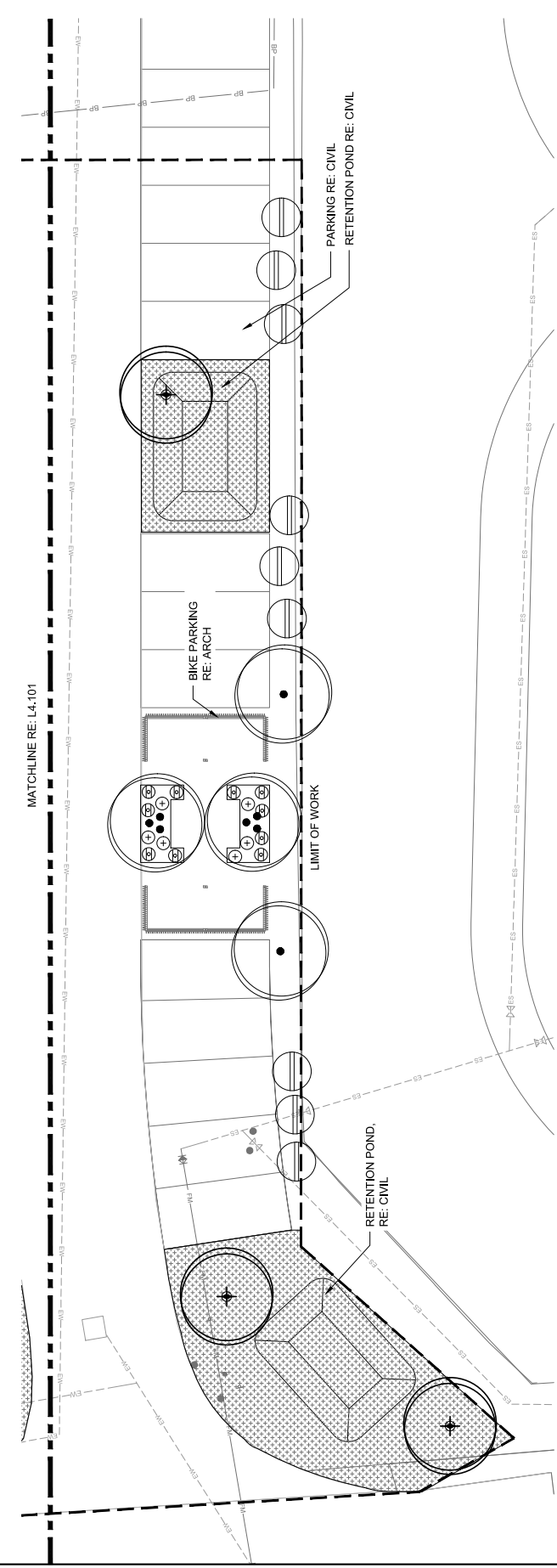
**MEP Engineer**  
 3500 East Colfax Avenue  
 Denver, CO 80202  
 T: 303.733.8800

**Fire Protection Engineer**  
 751 Oberlin Drive  
 Boulder, CO 80501  
 T: 303.440.1100

**PLANT SCHEDULE**

TREES	CODE	BOTANICAL / COMMON NAME
	PT	POPULUS TREMULOIDES QUAKING ASPEN
	PT2	POPULUS TREMULOIDES QUAKING ASPEN
	SD	SORBUS DECORA SHOWY MOUNTAIN ASH
SHRUBS	CODE	BOTANICAL / COMMON NAME
	CT	COREOPSIS TINCTORIA PLAINS COREOPSIS
	CI	CORNUS SERICEA 'ISANTT' ISANTT RED TWIG DOGWOOD
	PB	PHYSOCARPUS OPULIFOLIUS 'MONLO' DIABOLO® NINEBARK
	RG	RYBES ALPINUM 'GREEN MOUND' GREEN MOUND ALPINE CURRANT
	SC	SALVIA NEMOROSA 'CARADONNA' CARDONNA MEADOW SAGE
	SA	SYMPHORICARPOS ALBUS COMMON WHITE SNOWBERRY

GROUND COVERS	CODE	BOTANICAL / COMMON NAME
	AU	ARCTOSTAPHYLOS UVA-URSI KINKINNICK
SEED MIX	CODE	BOTANICAL / COMMON NAME
	NA	NATIVE SEED NATIVE SEED
HARDSCAPE	CODE	BOTANICAL / COMMON NAME
	RX	ROCK MULCH 1-3" RIVER ROCK
		DECORATIVE BOULDER



CUP & BLR PERMIT

1	CUP & BLR PERMIT
---	------------------

BUCKS T4 PHASE 3

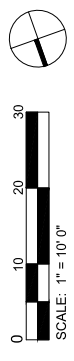
800 SKY, MT 59220

NOT FOR CONSTRUCTION

12/22/2022  
 CUP & BLR PERMIT PACKAGE  
 1:12" = 1'-0"

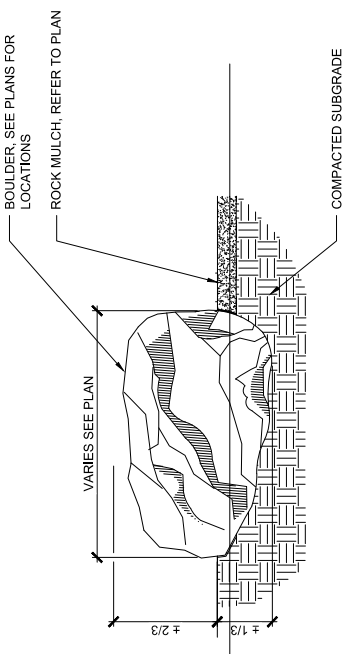
PLANTING PLAN

NOTE:  
 CONTRACTOR SHALL ABIDE BY MONTANA FIREWISE  
 LANDSCAPING REQUIREMENTS.

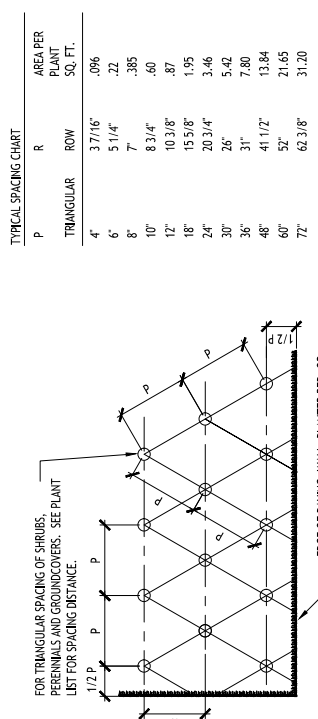


L4.102

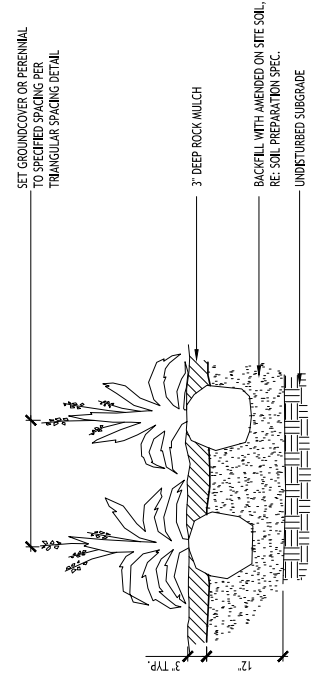
NOT FOR CONSTRUCTION



**H** LANDSCAPE BOULDER  
SCALE: NOT TO SCALE

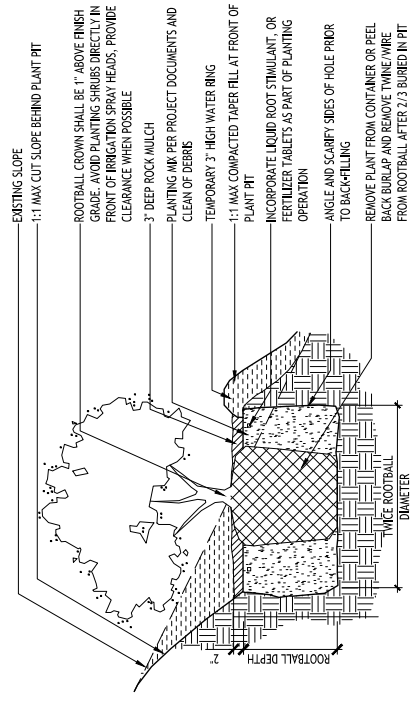


**G** SHRUB PLANTING SPACING  
SCALE: NOT TO SCALE

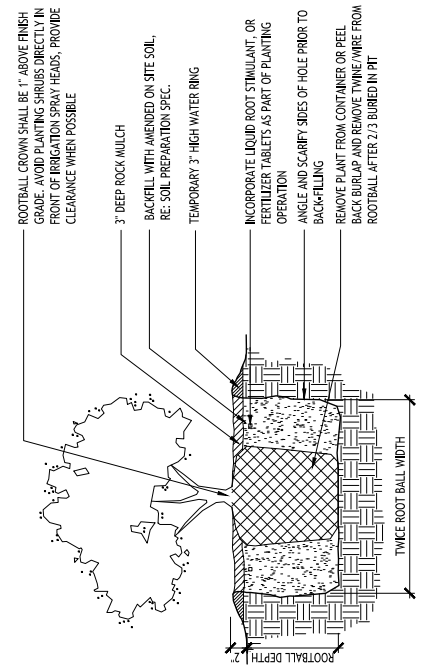


**NOTE:**  
1. MIN. ROOT SPREAD TO BE IN ACCORDANCE WITH AMERICAN STANDARDS FOR NURSERY STOCK  
2. PRUNE ALL DAMAGED, DISEASED, OR WEAK LIMBS AND ROOTS.  
3. CLEANLY PRUNE ALL DAMAGED ROOT ENDS.  
4. DO NOT ALLOW ROOTS TO DRY OUT DURING INSTALLATION PROCESS

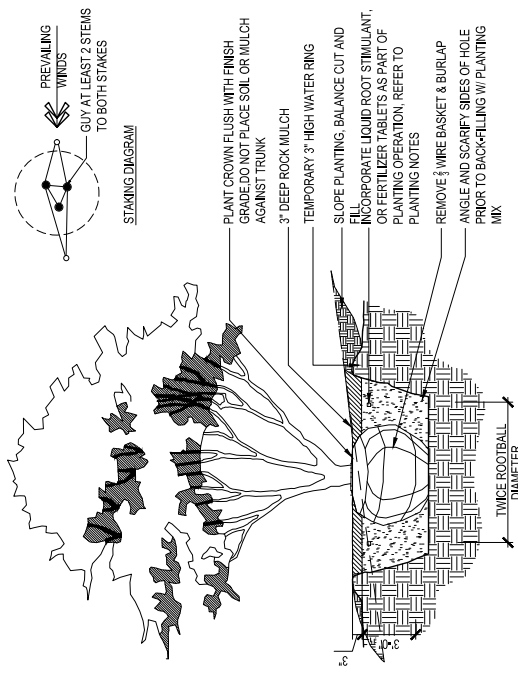
**E** GROUNDCOVER AND PERENNIAL PLANTING  
SCALE: NOT TO SCALE



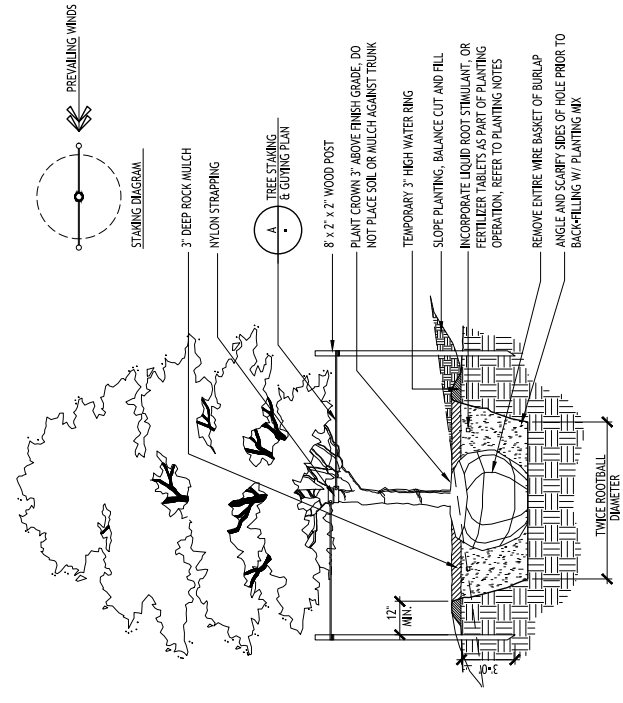
**D** SHRUB PLANTING ON SLOPE  
NOT TO SCALE



**C** SHRUB PLANTING  
SCALE: NOT TO SCALE



**B** MULTI-TRUNK TREE PLANTING WITH GUYING STAKING  
SCALE: NOT TO SCALE



**A** DECIDUOUS TREE PLANTING  
SCALE: NOT TO SCALE



# Big Sky Fire Department

P.O. Box 160382 Big Sky, MT 59716 (406) 995-2100

## Gallatin Co Land Use Permit & Madison Co Pre-Construction Safety Review Form

Please note that all projects must adhere to the standards set forth in the property development and annexation documents we have posted on our website. <https://bigskyfire.org/building-insurance-information/> A complete set of drawings, including driveway specifications, are required in addition to all questions in the form being answered. A reduced file size or link to cloud documents are welcomed.

- Driveways cannot exceed a 10% grade, in addition to other standards found [HERE](#), per Big Sky Fire District policy.
- Structure over 3,600 sq ft or over 1,000 ft from a firefighting water supply must have a sprinkler system per [Big Sky Fire District policy](#)
- Sprinkler plans must be submitted and approved by Big Sky Fire prior to installation. [Sprinkler Plans Submittal Link](#)

<b>Owner Name, Address, Phone #, Email Address:</b>	HF Buck's T-4, LLC / PO BOX 160040 BIG SKY, MT 59716 / bdominick@lonemountainland.com
<b>Builder Name, Phone #, Email Address:</b>	TBD / TBD

<b>Property Legal Description</b>	Address, County:	46625 Gallatin Rd. Big Sky, MT 59716 - Gallatin						
	Lat / Long:	-111.25256230647298 / 45.24561409055392						
	Subdivision:	Minor Sub 373			Block:		Lot:	
	Parcel ID, GEO Code:	06-	06-0339-08-1-01-35-0000	-	-	-	-	-
<b>Property Use:</b> Workforce Housing Dormitory		<b>Total Square Footage of the Structure:</b>				31,308		
<b>Distance from Main Road:</b>	335			<b>Structure Water System:</b> Pressurized				

<b>Length &amp; Width of Driveway:</b>	335 / 25	<b>Average &amp; Maximum Driveway Grade %</b>	1
<b>Fire Sprinkler System:</b> Yes	<b>Sprinkler Plans Submitted to BSFD:</b> Yes		
<b>Distance from Firefighting Water Supply (hydrant or improved draft site):</b>	25		



## Big Sky Fire Department

P.O. Box 160382 Big Sky, MT 59716 (406) 995-2100

### Gallatin Co Land Use Permit & Madison Co Pre-Construction Safety Review Form

**Submitted by:** Mason Tuttle PE

**Signature:** 

**Relationship to Project:** Civil Engineer

**Date:** December 23, 2022 2:41 PM

**Address and Phone Number:** 2880 Technology Blvd W, Bozeman, MT 59718 4,069,226,739

**Email Address:** mtuttle@m-m.net

#### Important Items:

For the Big Sky Fire Department to provide adequate service and meet our standards, this structure must always meet the stipulations outlined below and be maintained permanently by the current owner:

- Smoke detectors are **REQUIRED** on each floor of the structure and one outside of each sleeping area
- Carbon monoxide detectors are **REQUIRED** on each floor and by any device that uses propane (fireplaces, furnaces, stoves, water heaters)
- Comply with State of MT adopted International Fire Code, all State of MT building codes, local HOA rules and regulations, and County planning and zoning requirements
- Commercial and residential properties with automatic fire sprinklers are required to have a BSFD keyed Knox Box® for access to the building during emergency incidents. For more information on BSFD approved models email Matt [mmohr@bigskyfire.org](mailto:mmohr@bigskyfire.org) or visit <http://www.knoxbox.com/>
- Utilize a class-A (non-combustible) roof covering for this project
- Adhere to the National Fire Protection Association's Firewise USA construction and landscape principles <http://bigskyfire.org/wildland/>
- Review the Ready, Set Go guide and enroll cell phones in the Gallatin County Emergency Preparedness Notification System; both can be found on our website <http://bigskyfire.org/wildland/>
- Building address must be visible from the primary street frontage and use a minimum of contrasting 4-inch letters and mounted in an area that will not be obstructed by snow
- Keep the driveway plowed so that there is always adequate access to the structure and the fire department connection on the home accessible

Thank you for keeping your home and property safe and for helping us stay safe and assist you in the event of an emergency. If you have questions or need further assistance, please do not hesitate to call 406-995-2100 to speak to Deputy Fire Marshal, Crystal Beckman.

This permit is valid for 46625 Gallatin Rd. Big Sky, MT 59716 Gallatin with signature affixed to the document:



1/3/23

Dustin Tetrault, Deputy Chief / Fire Marshal

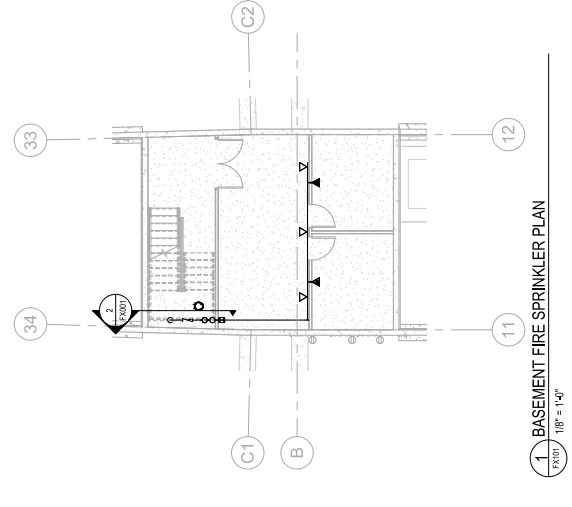
Date

Notes:

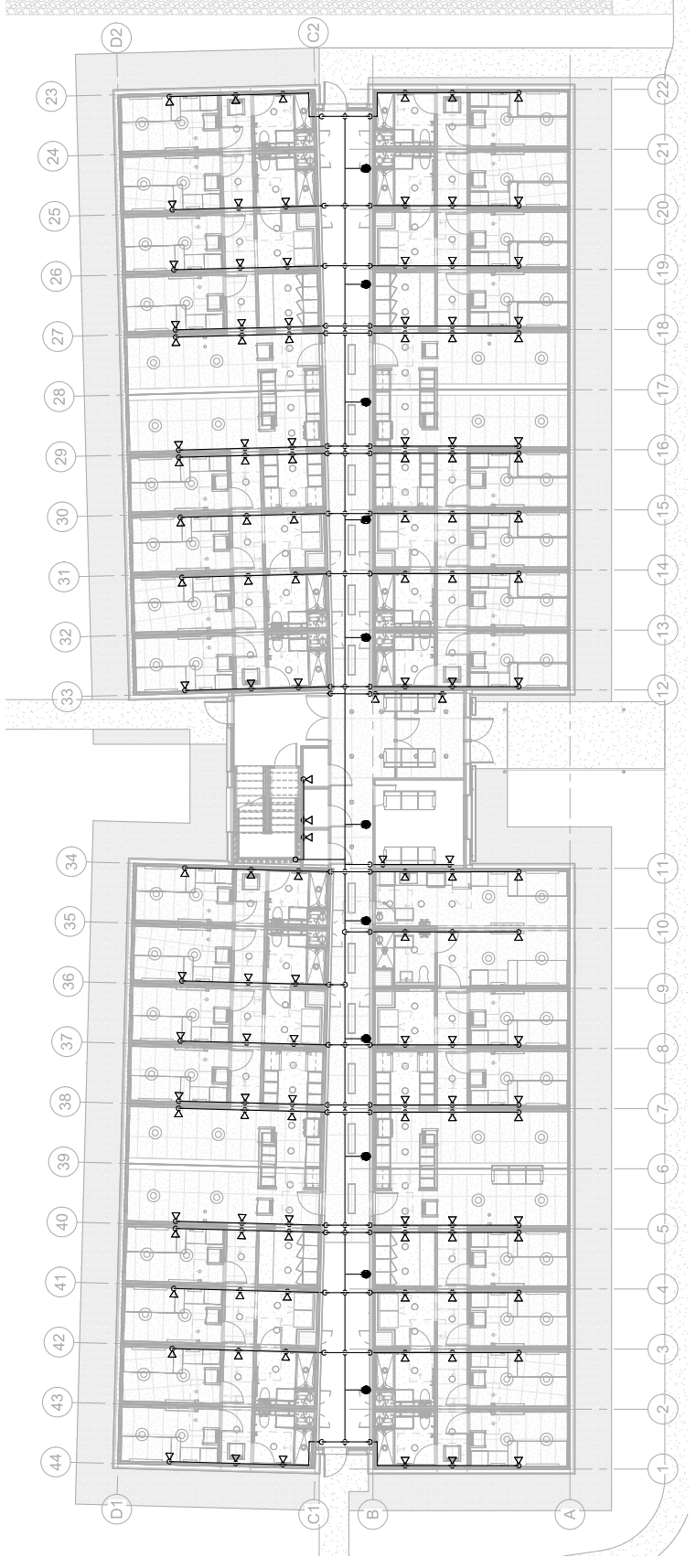


FIRE PROTECTION KEY NOTES

TYPICAL HANGER AND RESTRAINT DETAILS



1 BASEMENT FIRE SPRINKLER PLAN  
 1/8" = 1'-0"



2 FIRST FLOOR FIRE SPRINKLER PLAN  
 1/8" = 1'-0"

**GENERAL HANGER NOTES**

1. THE SPRINKLER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS. THE PIPE SPRINKLER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS. THE SPRINKLER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS.

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13. THE SPRINKLER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS. THE SPRINKLER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS.

**GENERAL NOTES**

1. ALL SPRINKLER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 13 REQUIREMENTS.

2. ALL SPRINKLER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 13 REQUIREMENTS.

3. ALL SPRINKLER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 13 REQUIREMENTS.

4. ALL SPRINKLER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 13 REQUIREMENTS.

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12. ALL SPRINKLER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 13 REQUIREMENTS.

13. ALL SPRINKLER SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 13 REQUIREMENTS.

Buck's T-4 Phase 3  
 Building  
 BIG SKY, MT 59720

DATE: 12/22/2022  
 CUPA/BLP Permitting (not for Construction)  
 1/8" = 1'-0"

FIRE SPRINKLER  
 PLANS

FX101



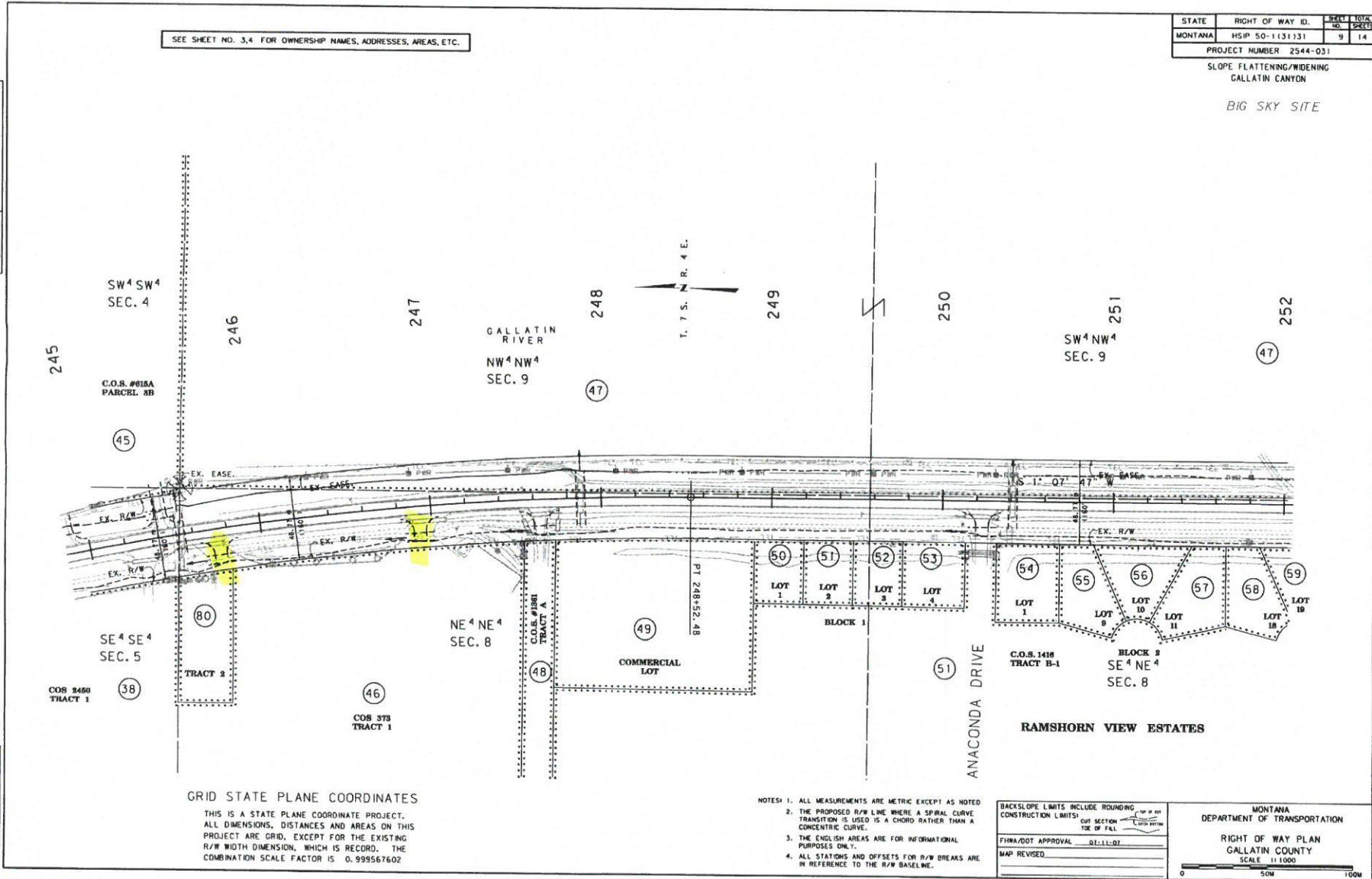


SEE SHEET NO. 3,4 FOR OWNERSHIP NAMES, ADDRESSES, AREAS, ETC.

STATE	RIGHT OF WAY ID.	SHEET NO.	TOTAL SHEETS
MONTANA	HSP 50-1(31)31	9	14

PROJECT NUMBER 2544-03  
SLOPE FLATTENING/WIDENING  
GALLATIN CANYON

BIG SKY SITE

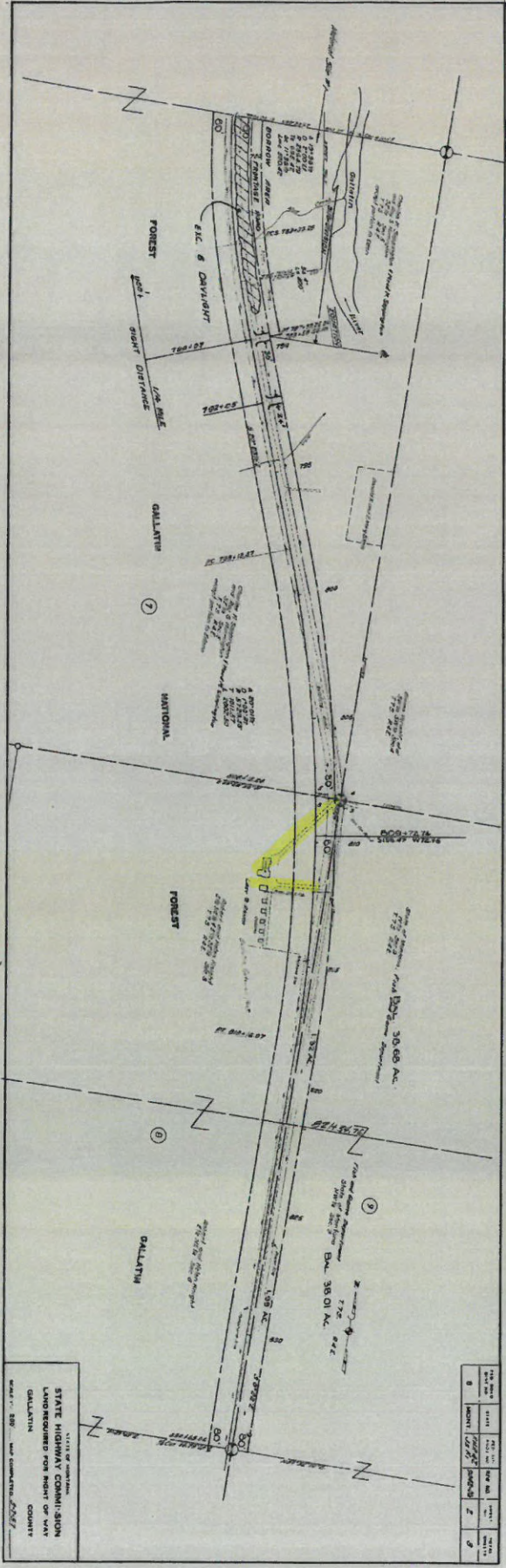


GRID STATE PLANE COORDINATES  
THIS IS A STATE PLANE COORDINATE PROJECT.  
ALL DIMENSIONS, DISTANCES AND AREAS ON THIS  
PROJECT ARE GRID, EXCEPT FOR THE EXISTING  
R/W WIDTH DIMENSION, WHICH IS RECORD. THE  
COMBINATION SCALE FACTOR IS 0.999567602

- NOTES: 1. ALL MEASUREMENTS ARE METRIC EXCEPT AS NOTED  
2. THE PROPOSED R/W LINE WHERE A SPIRAL CURVE TRANSITION IS USED IS A CHORD RATHER THAN A CONCENTRIC CURVE.  
3. THE ENGLISH AREAS ARE FOR INFORMATIONAL PURPOSES ONLY.  
4. ALL STATIONS AND OFFSETS FOR R/W BREAKS ARE IN REFERENCE TO THE R/W BASELINE.

BACKSLOPE LIMITS INCLUDE ROUNDING	CONSTRUCTION LIMITS:	TOP OF ASPHALT
	TOP OF SECTION	TOP OF ASPHALT
	TOE OF P&L	TOE OF ASPHALT
FHWA/DOT APPROVAL	DATE: 11/10/17	
MAP REVISED		

MONTANA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY PLAN  
GALLATIN COUNTY  
SCALE 1"=1000'  
0 50M 100M



STATE HIGHWAY COMMISSION  
 LAND REQUIRED FOR RIGHT OF WAY  
 GALLATI  
 MAP NO. 1-189 AND CORRECTIVE 2587

DATE	11/11/51	BY	W. J. B. / J. W. B.
PROJECT	STATE HIGHWAY	NO.	189
SECTION	2587	OF	2587
SCALE	1" = 40'	DATE	11/11/51


**From:** Mason Tuttle  
**Sent:** Friday, July 15, 2022 1:13 PM  
**To:** kdemars@mt.gov  
**Cc:** Brad Hammerquist  
**Subject:** Buck's T-4 Building - MDT Impacts  
**Attachments:** 3958.019-VIC MAP-BT4.pdf; 3958.019-SITE PLAN-MDT.pdf; Buck's T-4\_MDT ROW Maps.pdf; Trip Gen Memo.pdf

Hello Kyle,

We are working on a project to construct a new 12-Unit building at Buck's T-4 which is located on Tract 1 of Minor Subdivision 373 approximately 1.3 miles south of the intersection of Lone Mountain Trail and U.S. Highway 191 in Big Sky. As part of the County review process we are requesting input from MDT regarding system impacts. The property has two existing approaches to HWY 191 which will continue to be used for the existing lodge and proposed building.

Attached please find a vicinity map, site plan showing the proposed building (highlighted in green), MDT right-of-way maps, and a trip generation estimate. Since the proposed building is estimated to generate less than 500 average daily trips, we are not proposing to perform a Traffic Impact Study.

I received your contact info from a colleague of mine so please feel free to pass this email to the appropriate person at MDT if needed. Don't hesitate to let me know if you have any questions or need more information. Thanks and have a good weekend.

 **Mason Tuttle, PE**  
**Civil Engineer, Morrison-Maierle**  
+14069226739 direct | +14065816013 mobile  
2880 Technology Blvd W, Bozeman, MT 59718

**BUILDING FOR LEASE OR RENT  
APPLICATION FEE SCHEDULE 2021**

<b>Building for Lease or Rent Review (Minor – 5 or fewer Buildings<sup>1</sup>)</b>	<b>\$490</b>
<b>Building for Lease or Rent Review (Major – 6 or more Buildings<sup>1</sup>)</b>	<b>\$490 +\$40 per Building<sup>1</sup></b>
<b>Amendment to an approved BLR</b>	<b>\$400</b>
<b>Certificate of Compliance</b>	<b>\$360</b>
<b>Certificate of Exemption</b>	<b>\$360</b>

Notes

1 A “Building” means a structure or a unit of a structure with a roof supported by columns or walls for the permanent or temporary housing or enclosure of persons or property or for the operation of a business. Except as provided in 76-3-103(15) Mont. Code Ann., the terms includes a recreations camping vehicle, mobile home, or cell tower. The term does not include a condominium or townhome.

$$\text{\$490} + (\text{\$40} * 12 \text{ units in the building}) = \text{\$970}$$

HF North 40  
c/o LONE MOUNTAIN LAND CO.  
PO Box 160040  
Big Sky, MT 59716

American Bank  
78 Meadow Village Dr Unit A  
PO Box 161250  
Big Sky, MT 59716

Check No. 205  
092901227

Date  
01/26/2023

Check Amount  
**\$970.00\*\*\*\*\***

\*\*\*\* NINE HUNDRED SEVENTY AND 00/100 DOLLARS

Pay to the order of

Gallatin County  
311 W. Main  
Room #108  
Bozeman, MT 59715

  
\_\_\_\_\_

⑈000 205⑈ ⑆09 290 1 2 2 7⑆ ⑈ 3 1 1 0 2 3 6 5 7⑈

## Building For Lease or Rent Application Narrative

The following narration provides a description of the proposed Building For Lease or Rent (BLR) Application and provides responses to the applicable components of the application.

### Introduction

Tract 1 of Minor Subdivision 373A is located approximately 1.3 miles south of the intersection of Lone Mountain Trail and U.S. Highway 191 in Big Sky, Montana. The property is the site of Buck’s T-4 Lodge which consists of a hotel, restaurant, bar, gift shop, and employee housing. The property is in the Gallatin Canyon/Big Sky Zoning District and is designated as Commercial and Industrial Mixed Use (C-I).

The existing uses, structures, and site configuration predominately existed prior to the adoption of the Gallatin Canyon/Big Sky Zoning Regulations in 1996. The uses of each building and how they relate to this BLR are summarized in Table 1 below and further described in the Narrative Responses. An existing 12-unit workforce housing structure (Building J) was constructed in 2021 following approval as a Conditional Use. A BLR application was also approved for this structure, and five other existing housing structures (Buildings E through I) predating zoning were identified as approved non-conforming use of structures. The attached site plan identifies each of the buildings on the property. The uses of each building and how they relate to this BLR are summarized in Table 1 below and further described in the Narrative Responses.

The primary objective of this BLR Application is to obtain BLR approval for a proposed 12-unit building to be used for seasonal workforce housing. The proposed use is Workforce Housing Dormitory. A secondary objective of this BLR is to identify the existing employee housing (Buildings E through I) which will be removed from the property during construction of the proposed workforce housing dormitory.

<b>Table 1 – Existing and Proposed Uses</b>		
<b>Building</b>	<b>Use</b>	<b>Applicable to BLR</b>
Existing A	Hotel, Restaurant, Bar, Gift Shop	No
Existing B	Hotel	No
Existing C	Hotel	No
Existing D	Hotel	No
Existing E	Workforce Housing, Single-Family (1 Unit)	Yes (to be removed)
Existing F	Workforce Housing, Single-Family (1 Unit)	Yes (to be removed)
Existing G	Workforce Housing, Multi-Family (4 Units)	Yes (to be removed)
Existing H	Workforce Housing, Multi-Family (4 Units)	Yes (to be removed)
Existing I	Workforce Housing, Multi-Family (4 Units)	Yes (to be removed)
Existing J	Workforce Housing Dormitory (12 Units)	No
Proposed	Workforce Housing Dormitory (12 Units)	Yes

Additionally, a Conditional Use Permit will be required and is being submitted concurrently with this application.

Components of the BLR Application form requiring a narrative are listed below and followed by responses to each.

### **Application Narrative Responses**

- f. A detailed narrative of existing and proposed Buildings and their location on the subject property, including the uses proposed for each and the approximate floor area and ground coverage of each Building.

**Response:** The property has ten existing buildings and one proposed building. Four of the existing buildings are related to the hotel. One of these also contains the restaurant, bar, and gift shop. Six of the existing buildings are for employee housing. Details of each building are as follows:

Existing Building A has a footprint of approximately 19,470 square feet, a total floor area of 19,710 square feet and is used for a hotel, restaurant, bar, and gift shop. It is proposed to continue these existing uses which are allowed by right in the CI sub-district. The hotel is exempt from BLR requirements per MCA 76-8-103 (b) (ii) as it is defined by MCA 15-65-101 (i.e. hotel).

Existing Building B has a footprint of approximately 9,740 square feet, a total floor area of 21,990 square feet and is used for a hotel. It is proposed to continue this existing use which is allowed by right in the CI sub-district. The hotel is exempt from BLR requirements per MCA 76-8-103 (b) (ii) as it is defined by MCA 15-65-101 (i.e. hotel).

Existing Building C has a footprint of approximately 5,700 square feet, a total floor area of 11,380 square feet and is used for a hotel. It is proposed to continue this existing use which is allowed by right in the CI sub-district. The hotel is exempt from BLR requirements per MCA 76-8-103 (b) (ii) as it is defined by MCA 15-65-101 (i.e. hotel).

Existing Building D has a footprint of approximately 2,930 square feet, a total floor area of 4,680 square feet and is used for a hotel. It is proposed to continue this existing use which is allowed by right in the CI sub-district. The hotel is exempt from BLR requirements per MCA 76-8-103 (b) (ii) as it is defined by MCA 15-65-101 (i.e. hotel).

Existing Building E has a footprint of approximately 1,245 square feet, a total floor area of 1,245 square feet and is used for "Workforce Housing, Single-Family". The building is rented to seasonal employees, however is exempt from BLR requirements per MCA 76-8-103 (b) (i) as it was in existence prior to September 1, 2013. An Administrative Determination was issued on October 29, 2020 identifying the structure as Approved Non-Conforming Use of Structure. The intent is to remove this structure from the property during construction of the workforce housing dormitory building proposed with this BLR application.

Existing Building F has a footprint of approximately 1,225 square feet, a total floor area of 1,225 square feet and is used for "Workforce Housing, Single-Family". The building is rented to seasonal employees, however is exempt from BLR requirements per MCA 76-



8-103 (b) (i) as it was in existence prior to September 1, 2013. An Administrative Determination was issued on October 29, 2020 identifying the structure as Approved Non-Conforming Use of Structure. The intent is to remove this structure from the property during construction of the workforce housing dormitory building proposed with this BLR application.

Existing Building G has a footprint of approximately 1,870 square feet, a total floor area of 1,871 square feet and is used for "Workforce Housing, Multi-Family". The building is rented to seasonal employees, however is exempt from BLR requirements per MCA 76-8-103 (b) (i) as it was in existence prior to September 1, 2013. An Administrative Determination was issued on October 29, 2020 identifying the structure as Approved Non-Conforming Use of Structure. The intent is to remove this structure from the property during construction of the workforce housing dormitory building proposed with this BLR application.

Existing Building H has a footprint of approximately 1,880 square feet, a total floor area of 1,880 square feet and is used for "Workforce Housing, Multi-Family". The building is rented to seasonal employees, however is exempt from BLR requirements per MCA 76-8-103 (b) (i) as it was in existence prior to September 1, 2013. An Administrative Determination was issued on October 29, 2020 identifying the structure as Approved Non-Conforming Use of Structure. The intent is to remove this structure from the property during construction of the workforce housing dormitory building proposed with this BLR application.

Existing Building I has a footprint of approximately 1,900 square feet, a total floor area of 1,900 square feet and is used for "Workforce Housing, Multi-Family". The building is rented to seasonal employees, however is exempt from BLR requirements per MCA 76-8-103 (b) (i) as it was in existence prior to September 1, 2013. An Administrative Determination was issued on October 29, 2020 identifying the structure as Approved Non-Conforming Use of Structure. The intent is to remove this structure from the property during construction of the workforce housing dormitory building proposed with this BLR application.

Existing Building J is a 12-unit building and has a footprint of approximately 8,295 square feet. The building is three stories tall and has a total floor area of approximately 23,640 square feet. The building is used for "Workforce Housing Dormitory" which is a conditional use in the CI sub-district. The building has three (3) four-bedroom units and nine (9) five-bedroom units which are rented to seasonal workers.

The proposed 12-unit building will have a footprint of approximately 10,682 square feet. The building will be three stories tall and have a total floor area of approximately 31,308 square feet. The building will be used for "Workforce Housing Dormitory" which is a conditional use in the CI sub-district. The building will have eleven (11) eight-bedroom units and one (1) seven-bedroom unit, all of which will be rented to seasonal workers and therefore requires BLR approval.

- g. A detailed narrative of the proposed water, wastewater, and solid waste disposal facilities intended to serve the Buildings for lease or rent.

**Response:** Water and wastewater service is provided by public systems which are owned and operated by the Buck's T-4 property owners. The public water system is

supplied by on-site wells and operates under PWSID MT0001292. The wastewater system consists of gravity sewer pipes, a pump station, and lagoon treatment system which was approved under DEQ numbers E.S. 78-22, E.S. 96-1616, E.Q. 05-1027, and E.Q. 10-2058. Solid waste will be disposed of at Logan Landfill. Service to the property is currently provided by L&L.

- h. A detailed narrative of the emergency medical, fire, and law enforcement services proposed to serve the Buildings for lease or rent.

**Response:** Fire and emergency services are provided by the Big Sky Fire Department. Law enforcement services are provided by the Gallatin County Sheriff's Office.

The existing facility is protected by a combination of in-building fire suppression systems and a fire hydrant on the property which were approved upon Final Plat of Minor Subdivision 363.

The proposed project has been reviewed by the Big Sky Fire Department. Attached is Land Use Permit approval from the Big Sky Fire Department (BSFD).

Compliance with Appendix I, Section 6 of the Gallatin County Subdivision Regulation is summarized as follows:

6.1 The proposed structure will have a fire suppression system served by the existing water supply system. The building will have a BSFD keyed Knox Box for access to the building during emergency incidents per the attached BSFD land use permit approval.

6.2 The proposed fire protection water supply for the proposed structure meets or exceeds the fire flow and fire duration required by current Fire Code.

6.3 The fire suppression system for the proposed structure will comply with the current edition of the Fire Code. The project has been reviewed and approved by the BSFD per the attached BSFD land use permit approval.

6.4 The proposed structure will have a fire suppression system as noted above. Per the attached BSFD land use permit, a fire hydrant is located 25 feet from the proposed structure on the same property.

6.5 Per the attached BSFD land use permit, a fire hydrant is located 25 feet from the proposed structure on the same property.

6.6 The proposed structure is designed to meet or exceed the current editions of the Fire and Building Codes.

In addition to the above items regarding fire protection, the proposed Structure meets the Wildfire Protection Requirements per Section 23.10 of the Zoning Regulation. The exterior walls of the proposed building are to be surrounded by rock and additional fire-wise groundcover offset per the landscaping plan.

- i. A detailed narrative describing the existing and proposed access to and from the site, as well as the onsite circulation providing access to the existing and proposed Buildings for lease or rent.

**Response:** The property is located approximately 1.3 miles south of the intersection of Lone Mountain Trail and U.S. Highway 191 in Big Sky, Montana. The property is accessed by two approaches on the west side of U.S. Highway 191. Onsite circulation is provided by paved parking lots and drive lanes in front of, and around, the existing buildings. The access and onsite circulation are shown in the attached site plan.

A traffic study will not be required for this project as the proposed development will not generate more than 500 average trips daily. Attached is a trip generation analysis with the estimated average daily trips attributed to the proposed development.

Parking at the site was reviewed and addressed for the current BLR. With this application, fourteen units (Buildings E-I) units will be removed reducing required parking by 28 spaces (2 spaces per unit). Four existing parking spaces are proposed to be removed near the existing Buildings E-I. Zoning requires that the proposed 12-unit building provide 2 spaces for each unit, or a total of 24 spaces. Thirty-one new parking spaces are proposed. There is a net gain in available parking spaces at the site.

- j. A detailed narrative assessing the potential significant impacts on the surrounding physical environment or human population as a result of the proposed Building for lease or rent, including a description of any proposed mitigation measures to avoid or minimize anticipated impacts.

**Response:** No significant impacts to the surrounding physical environment or human population are anticipated as a result of the proposed building. The existing buildings and uses have been in operation in this community for many years and are not known to have adverse effects on the environment or human population. The proposed building is not anticipated to generate a large enough volume of traffic to create significant impacts to the transportation system or neighboring properties.

The proposed building is similar in nature to the existing lodging and other workforce housing uses as it will be used for seasonal workforce housing. Since Workforce Housing Dormitory is a conditional use, a Conditional Use Permit is also being submitted to address the specific considerations of the proposed use.

A Certificate of Subdivision Approval rewrite is being submitted to DEQ concurrently with this BLR Application to assure that regulations pertaining to water, sewer, and storm drain are met. See attached from DEQ confirming the review. The existing water supply and wastewater facilities are functioning properly and are being maintained in a responsible manner. Since the property has its own public water and wastewater systems, the owner has a vested interest in continuing successful operation of these systems.

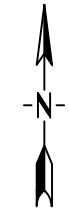
## **Conclusion**

**Proposed Use.** The Gallatin Canyon/Big Sky Plan outlines specific goals and strategies that reflect the needs and desires of the community. One of these goals is to provide an affordable housing supply to meet the needs of all District residents, which includes the employees that serve the community.

The proposed 12-unit building furthers this goal without burdening other community facilities such as the Big Sky Water and Sewer District. The property is well suited for workforce housing in terms of location, access, existing lodging amenities, and historic use.

A Conditional Use Permit is also being sought which will address additional considerations related to workforce housing.

**MINOR SUBDIVISION NO. 373  
TRACT 1**  
SITUATED IN THE NE ¼ SE¼ OF S8, T7S, R4E,  
PRINCIPAL MERIDIAN, GALLATIN COUNTY, MONTANA.

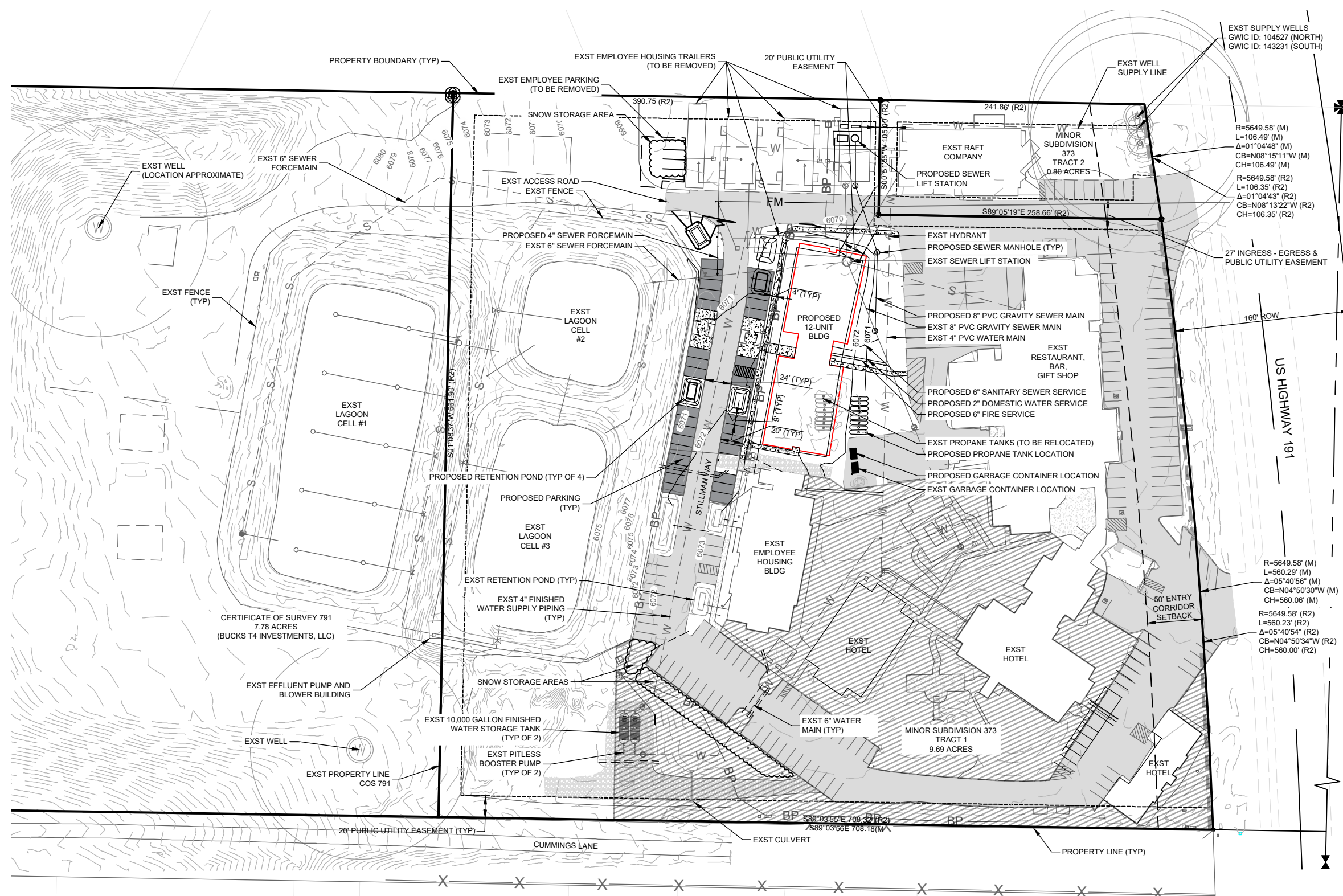


**LEGEND**

	EXISTING ASPHALT SURFACE
	EXISTING CONCRETE SURFACE
	EXISTING GRAVEL SURFACE
	PROPOSED ASPHALT SURFACE
	PROPOSED CONCRETE SURFACE
	PROPOSED GRAVEL SURFACE
	PROPOSED OPEN SPACE

**NOTES:**

- GALLATIN COUNTY/BIG SKY ZONING DISTRICT COMMERCIAL AND INDUSTRIAL MIXED USE (C-1).
- PARKING REQUIRED: 24 SPACES (FOR PROPOSED BUILDING)  
PARKING PROVIDED: 31 SPACES (FOR PROPOSED BUILDING)
- OPEN SPACE REQUIRED (20.0%): 1.94 ACRES  
OPEN SPACE PROVIDED (20.1%): 1.95 ACRES
- SNOW STORAGE REQUIRED (15.0%): 4,000 SF  
SNOW STORAGE PROVIDED (15.9%): 4,230 SF



**PRELIMINARY - NOT FOR CONSTRUCTION**

<p><b>Morrison Maierle</b> engineers • surveyors • planners • scientists</p>	<p>2880 Technology Blvd West Bozeman, MT 59718 406.587.0721 www.m-m.net COPYRIGHT © MORRISON-MAIERLE, 2023</p>	DRAWN BY: MET DSGN BY: APPR BY: BJH DATE: 12/2022	TRACT 1 MINOR SUBDIVISION 373 BIG SKY MONTANA	PROJECT NO. 3958.019
		SITE PLAN	FIGURE NUMBER A	



# BUCK'S T4 PHASE BUILDING

## WORKFORCE HOUSING SUITES

BIG SKY, MT 59720

### CUP & BLR PERMITTING PACKAGE

**Architect:**  
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242 E Berkeley Street  
Fifth Floor  
Boston, MA 02118  
T: 617-494-0202

**Landscape Architect:**  
BrightView  
1645 Grant St,  
Denver, CO 80203  
T: 844-332-6069

**Structural Engineer:**  
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Watertown, MA 02472  
T: 617-928-9300

**MEP Engineer:**  
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Big Sky, MT 59730  
T: 406-857-2917

**Fire Protection Engineer:**  
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751 Oslerman Drive  
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T: 406-582-1936

**Peter Rose + Partners**

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CUP & BLR PERMIT

Issues:

Date	Number	Description
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

NOT FOR CONSTRUCTION

Date:  
12/22/2022  
CUP & BLR PERMIT PACKAGE

COVER

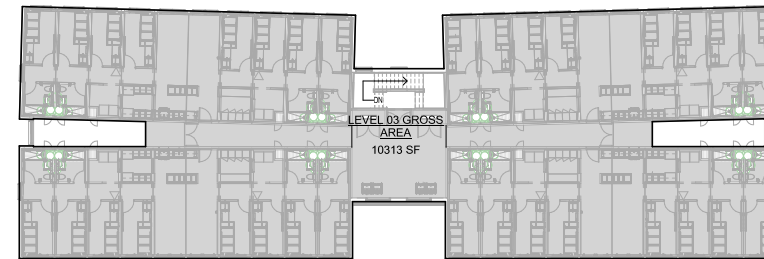
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NOT FOR CONSTRUCTION



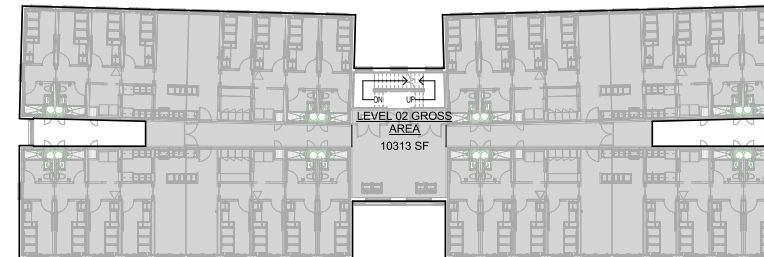
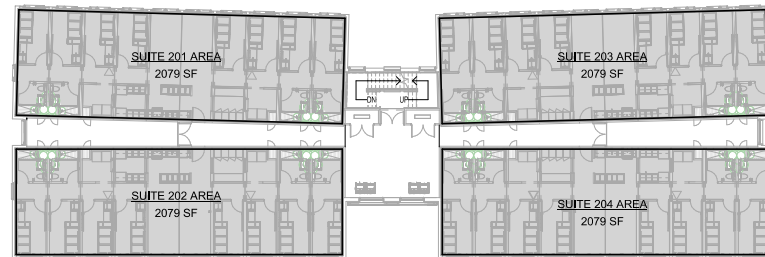
NET AREA		
Name	Level	Area
SUITE 102 AREA	LEVEL 01 F.F.	2079 SF
SUITE 101 AREA	LEVEL 01 F.F.	2079 SF
SUITE 103 AREA	LEVEL 01 F.F.	2079 SF
SUITE 104 AREA	LEVEL 01 F.F.	2079 SF
SUITE 201 AREA	LEVEL 02 F.F.	2079 SF
SUITE 202 AREA	LEVEL 02 F.F.	2079 SF
SUITE 203 AREA	LEVEL 02 F.F.	2079 SF
SUITE 204 AREA	LEVEL 02 F.F.	2079 SF
SUITE 301 AREA	LEVEL 03 F.F.	2079 SF
SUITE 302 AREA	LEVEL 03 F.F.	2079 SF
SUITE 303 AREA	LEVEL 03 F.F.	2079 SF
SUITE 304 AREA	LEVEL 03 F.F.	2079 SF
		24948 SF

GROSS AREA	
LEVEL	AREA
LEVEL 01 F.F.	10682 SF
LEVEL 02 F.F.	10313 SF
LEVEL 03 F.F.	10313 SF
31308 SF	



③ LEVEL 03 F.F.  
1/16" = 1'-0"

③ LEVEL 03 F.F.  
1/16" = 1'-0"



② LEVEL 02 F.F.  
1/16" = 1'-0"

② LEVEL 02 F.F.  
1/16" = 1'-0"



① LEVEL 01 F.F.  
1/16" = 1'-0"

① LEVEL 01 F.F.  
1/16" = 1'-0"

CUP & BLR PERMIT

Issues:

Date	Number	Description
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

NOT FOR CONSTRUCTION

Date: 12/22/2022

CUP & BLR PERMIT PACKAGE

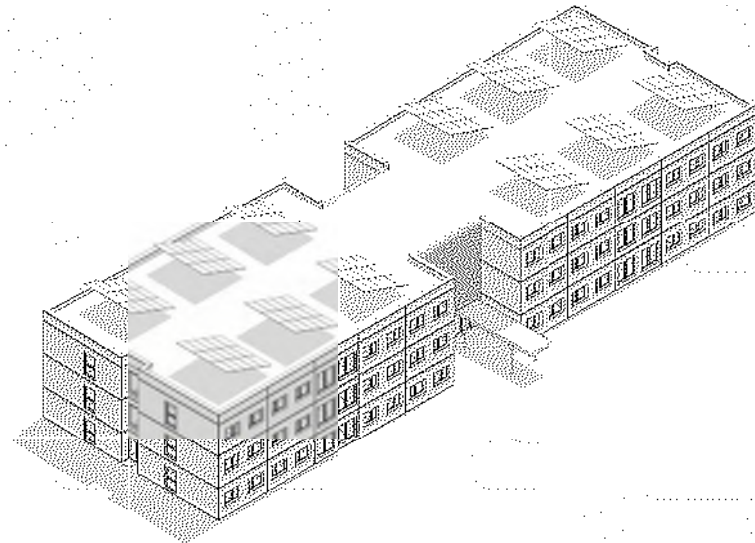
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AREA PLANS

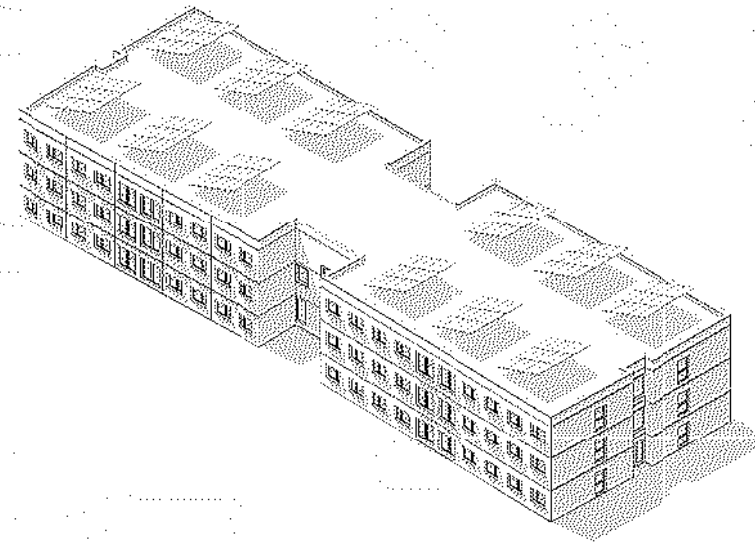
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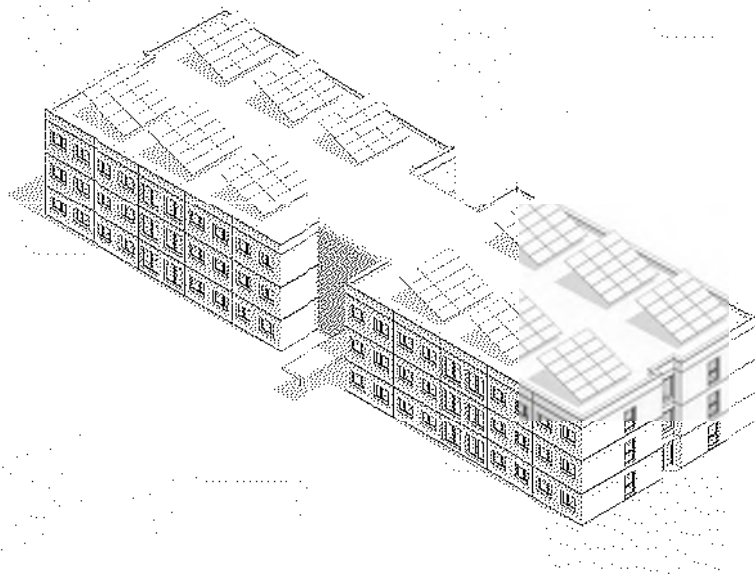




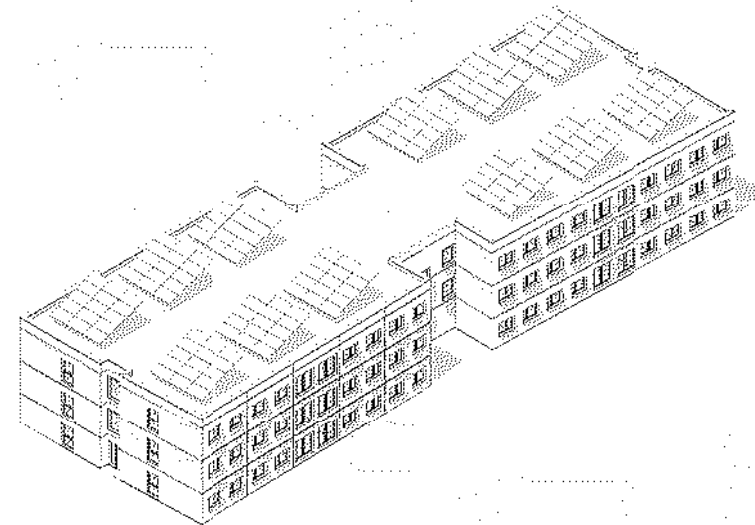
2 AXONOMETRIC - FROM NORTHWEST



3 AXONOMETRIC - FROM NORTHEAST



1 AXONOMETRIC - FROM SOUTHWEST



4 AXONOMETRIC - FROM SOUTHEAST

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CUP & BLR PERMIT

Issue	Number	Description
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

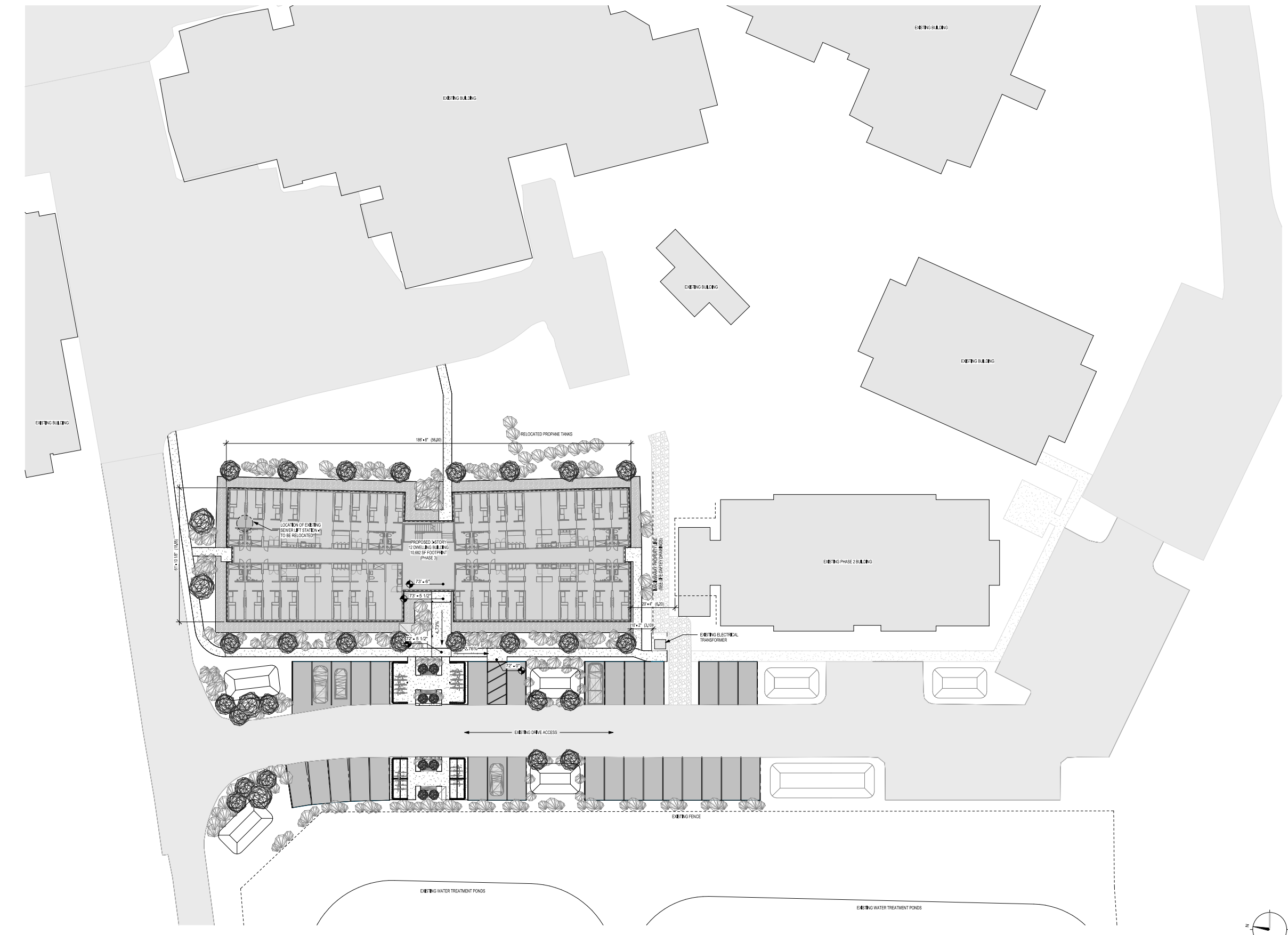
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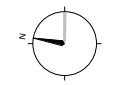
AXONOMETRIC VIEWS

Sheet: **A0.03**

NOT FOR CONSTRUCTION



1 ARCHITECTURAL SITE PLAN  
1/16" = 1'-0"



NOT FOR CONSTRUCTION

**Peter Rose + Partners**

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CUP & BLR PERMIT

Issue	Number	Description
12/22/2022	1	CUP & BLR PERMIT

BUCKS T4 PHASE 3

BIG SKY, MT 59720

NOT FOR CONSTRUCTION

Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE  
Scale: 1/16" = 1'-0"

ARCH SITE PLAN

Sheet  
**A0.10**

LIFE SAFETY LEGEND

- FIRE PARTITION - 30 MINUTE RATED PARTITION
- 1 HOUR RATED PARTITION
- 2 HOUR RATED PARTITION
- 3 HOUR RATED PARTITION
- 12' x 19' 10" → EGRESS PATH AND DIRECTION
- ▲ EXIT / DISCHARGE POINT
- ▲ EE EMERGENCY ESCAPE WINDOW (MIN. 5.7 SF CLR.)

BUILDING CODE SUMMARY

BUILDING CODE:	INTERNATIONAL BUILDING CODE, 2021 EDITION
ACCESSIBILITY:	ICC A117.1, 2017 EDITION
PLUMBING CODE:	UNIFORM PLUMBING CODE, 2021 EDITION
MECHANICAL CODE:	INTERNATIONAL MECHANICAL CODE, 2021 EDITION
ELECTRICAL CODE:	NATIONAL ELECTRICAL CODE, 2020 EDITION
ENERGY CODE:	INTERNATIONAL ENERGY CONSERVATION CODE, 2021 EDITION
ELEVATORS:	ASME A17.1, 2019 EDITION

310 OCCUPANCY CLASSIFICATION:	R-2
CONSTRUCTION TYPE:	TYPE V-B (STR. SPRINKLERED)
503.1 ALLOWABLE HEIGHT:	60'
504.4 ALLOWABLE STORES:	3
506.2.1 BUILDING AREA:	A <sub>1</sub> = A <sub>1</sub> + (NS - N) 12,250 SF/FLOOR
506.2 ALLOWABLE AREA FACTOR:	7.00
506.3 FRONTAGE INCREASE FACTOR:	0.75

601 FIRE RESISTANCE RATINGS:	PRIMARY STRUCTURAL FRAME	0
	EXTERIOR BEARING WALLS	0
	INTERIOR BEARING WALLS	0
	EXTERIOR NON-BEARING WALLS	0
	INTERIOR NON-BEARING WALLS	0
	FLOOR CONSTRUCTION	0
	ROOF CONSTRUCTION	0

708 FIRE PARTITIONS:	CORRIDOR WALLS: 30 MIN RATED PARTITION	
	DWELLING UNIT WALLS: 30 MIN RATED PARTITION	
712.4.3 FLOOR AND ROOF ASSEMBLIES:	HORIZONTAL ASSEMBLIES: 30 MIN FIRE RESISTANCE RATED	
713 SHAFT ENCLOSURE:	1 HOUR FIRE RESISTANCE RATED	
801.3 INTERIOR FINISH REQUIREMENTS:	INTERIOR CORRIDORWAYS & ENTRY PASSAGEWAYS	C
	CORRIDORS & ENCLOSURES FOR EXIT ACCESS	C
	ROOMS AND ENCLOSED SPACES	C

CUP & BLR PERMIT

Issue	Date	Number	Description
12/22/2022	1	CUP & BLR PERMIT	

BUCKS T4 PHASE 3

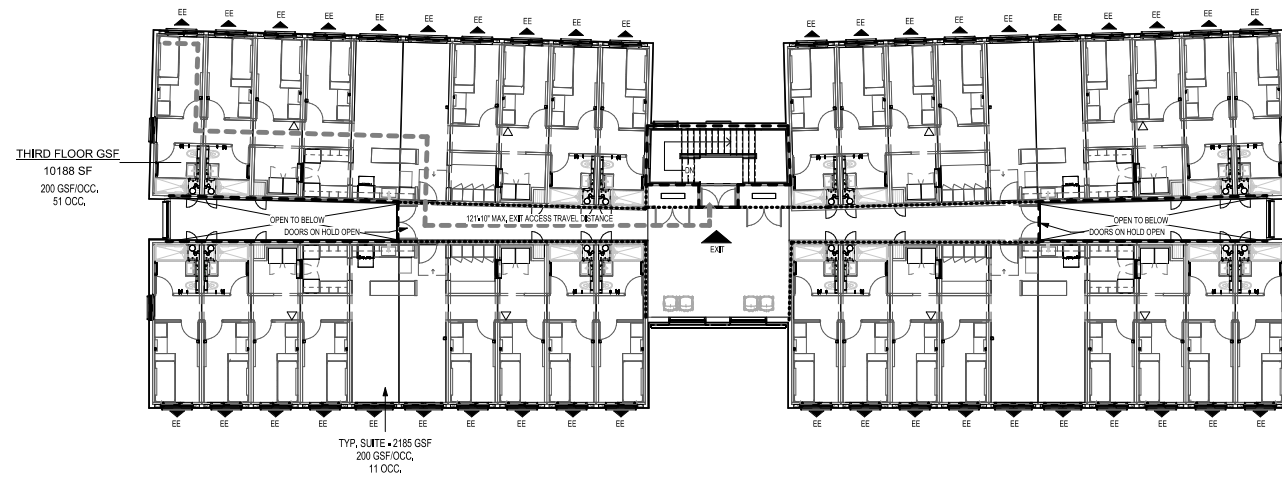
810 SKY, MT 59720

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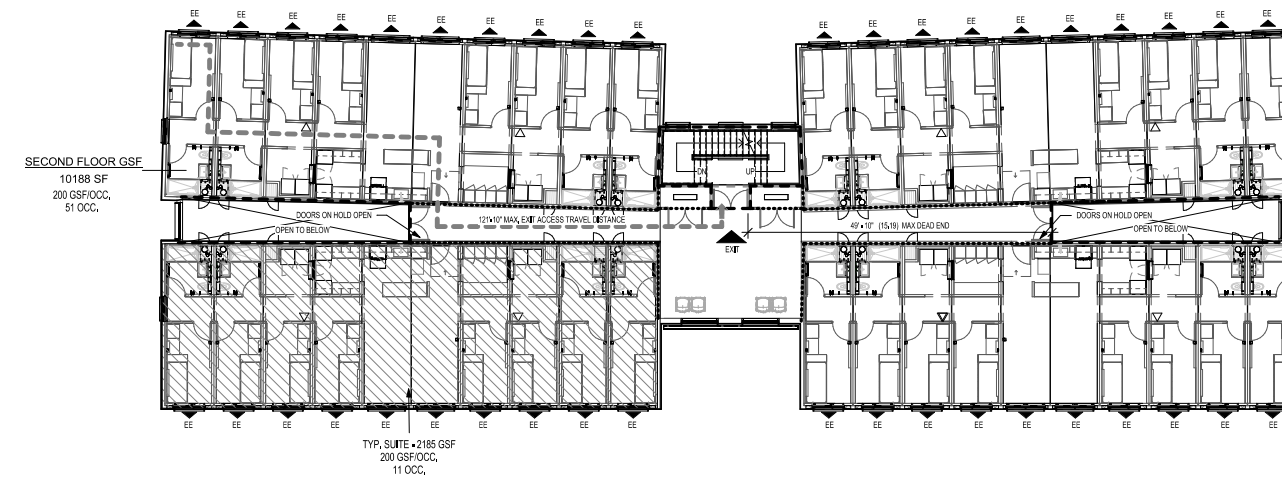
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CUP & BLR PERMIT PACKAGE  
As indicated

LIFE SAFETY

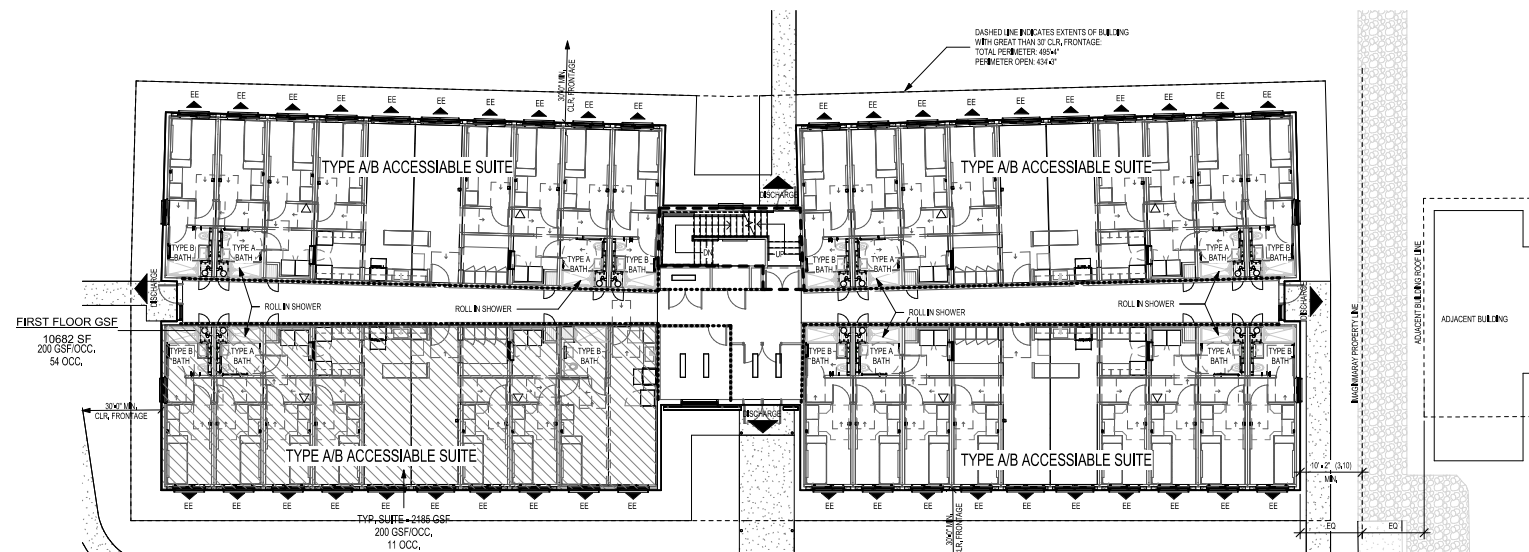
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③ LIFE SAFETY - LEVEL 03  
3/32" = 1'-0"



② LIFE SAFETY - LEVEL 02  
3/32" = 1'-0"



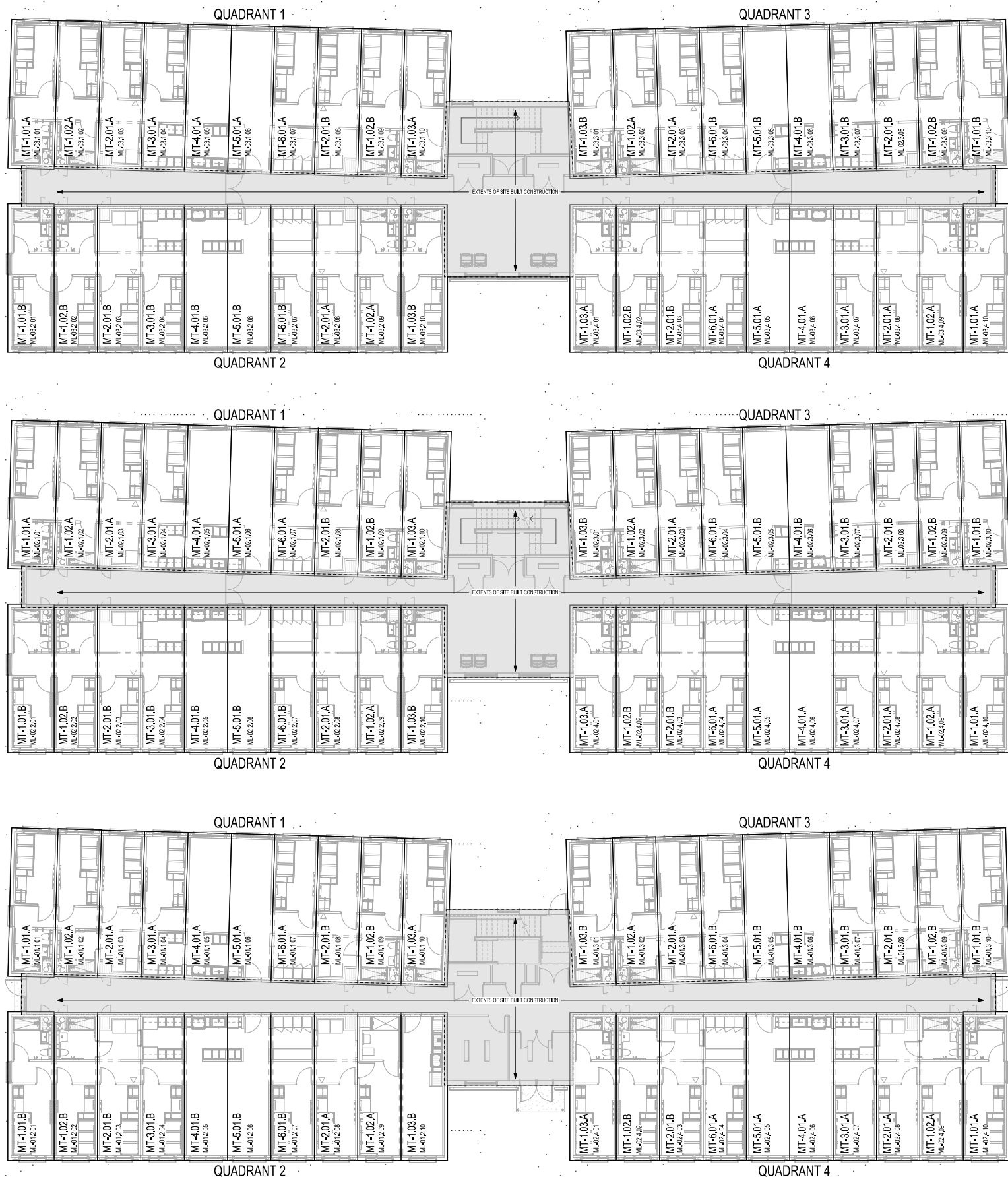
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NOT FOR CONSTRUCTION

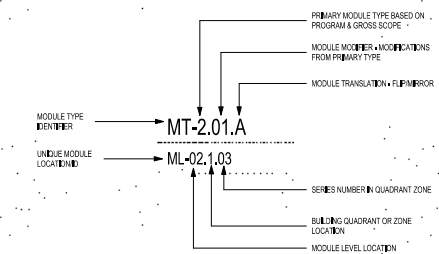
LEVEL 3

LEVEL 2

LEVEL 1



MODULE NAMING CONVENTION



MODULE TYPE SCHEDULE

MODULE TYPE	DESCRIPTION	TYPE	QUANTITY
<b>MT-1 MODULE:</b>			
MT-1.01.A	BEDHALLBATH	OUTSIDE CORNER	4
MT-1.01.B	BEDHALLBATH	OUTSIDE CORNER	4
MT-1.02.A	BEDHALLBATH	INTERIOR CORNER	8
MT-1.02.B	BEDHALLBATH	INTERIOR CORNER	8
MT-1.03.A	BEDHALLBATH	INSIDE CORNER	4
MT-1.03.B	BEDHALLBATH	INSIDE CORNER	4
MT-1.04.A	BEDHALLBATH	OUTSIDE CORNER ACCESSIBLE	2
MT-1.04.B	BEDHALLBATH	OUTSIDE CORNER ACCESSIBLE	2
MT-1.05.A	BEDHALLBATH	INTERIOR CORNER ACCESSIBLE	4
MT-1.05.B	BEDHALLBATH	INTERIOR CORNER ACCESSIBLE	4
MT-1.06.A	BEDHALLBATH	INSIDE CORNER ACCESSIBLE	2
MT-1.06.B	BEDHALLBATH	INSIDE CORNER ACCESSIBLE	2
<b>MT-1 MODULE TOTAL:</b> 48			
<b>MT-2 MODULE:</b>			
MT-2.01.A	BEDHALLANDRY	TYPICAL	8
MT-2.01.B	BEDHALLANDRY	TYPICAL	8
MT-2.02.A	BEDHALLANDRY	ACCESSIBLE	4
MT-2.02.B	BEDHALLANDRY	ACCESSIBLE	4
<b>MT-2 MODULE TOTAL:</b> 24			
<b>MT-3 MODULE:</b>			
MT-3.01.A	BEDHALLMID	TYPICAL	4
MT-3.01.B	BEDHALLMID	TYPICAL	4
MT-3.02.A	BEDHALLMID	ACCESSIBLE	2
MT-3.02.B	BEDHALLMID	ACCESSIBLE	2
<b>MT-3 MODULE TOTAL:</b> 12			
<b>MT-4 MODULE:</b>			
MT-4.01.A	UNIFORMENTRY	TYPICAL	6
MT-4.01.B	UNIFORMENTRY	TYPICAL	6
<b>MT-4 MODULE TOTAL:</b> 12			
<b>MT-5 MODULE:</b>			
MT-5.01.A	UNIFORMENTRY	TYPICAL	6
MT-5.01.B	UNIFORMENTRY	TYPICAL	6
<b>MT-5 MODULE TOTAL:</b> 12			
<b>MT-6 MODULE:</b>			
MT-6.01.A	BEDHALLPANTRY	TYPICAL	4
MT-6.01.B	BEDHALLPANTRY	TYPICAL	4
MT-6.02.A	BEDHALLPANTRY	ACCESSIBLE	2
MT-6.02.B	BEDHALLPANTRY	ACCESSIBLE	2
<b>MT-6 MODULE TOTAL:</b> 12			

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CUP & BLR PERMIT

Issues:

Issue	Number	Date
CUP & BLR PERMIT	1	12/22/2022

BUCKS T4 PHASE 3

BIG SKY, MT 59720

NOT FOR CONSTRUCTION

Date: 12/22/2022  
CUP & BLR PERMIT PACKAGE  
As indicated

MODULE KEY PLAN

A0.30

NOT FOR CONSTRUCTION